

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

DEPT: Environmental Resources

BOARD AGENDA # *B-13

Urgent Routine

AGENDA DATE December 17, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization to Enter into an Agreement with California Electronic Asset Recovery for Transport and Recycling of Electronic Waste Collected at the Household Hazardous Waste Collection Facility and the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Authorize the Director of Environmental Resources, or designee, to sign a five-year Master Agreement with California Electronic Asset Recovery for the transportation and recycling of electronic waste collected at the Household Hazardous Waste Collection Facility 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.

(Continued on next page)

FISCAL IMPACT:

California Electronic Asset Recovery will reimburse the Department of Environmental Resources for all SB20/50 qualified electronic waste collected at the Household Hazardous Waste Collection Facility and the Fink Road Landfill. Estimated revenues through rebates generated from the collection of electronic waste are \$23,000 per year at the Morgan Road location and \$17,000 per year at the Fink Road Landfill. Funds are available in the Electronic-Waste, Household Hazardous Waste, and the Fink Road Landfill operating budgets to cover all electronic waste collection activities.

BOARD ACTION AS FOLLOWS:

No. 2013-643

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

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: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization to Enter into an Agreement with California Electronic Asset Recovery for Transport and Recycling of Electronic Waste Collected at the Household Hazardous Waste Collection Facility and the Fink Road Landfill

STAFF RECOMMENDATIONS (Continued):

2. Authorize the Director of Environmental Resources, or designee, to sign individual project authorizations.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the contract.

DISCUSSION:

Electronic Waste (E-Waste) refers to old computers, monitors, televisions, cell phones, and a range of electronic accessories and gadgets that either do not work or simply are not used anymore. E-Waste is a significant problem resulting from homeowners and businesses upgrading their computer equipment every few years.

The Department of Environmental Resources (DER) has had a successful E-Waste Collection Program in effect since December 2005. Since then, the E-Waste Collection Program has successfully diverted 2,852,037 pounds of E-Waste that was collected by the Household Hazardous Waste Collection Facility and the Fink Road Landfill that could have been illegally disposed of along our roadways or in our solid waste collection system. It is important to continue to divert E-Waste from improper disposal through collection and recycling.

On September 5, 2013, DER, in partnership with the General Services Agency (GSA) Purchasing Division, issued a Request for Proposal (RFP) to provide the transport and recycling of E-Waste. The RFP period closed on October 16, 2013, and the GSA Purchasing Division conducted the opening of the RFPs on the closing date.

There are several specialized E-Waste recyclers with the knowledge and experience required to implement the project and two responded to this RFP. GSA Purchasing Division disqualified one RFP response based on failing the financial review. California Electronic Asset Recovery was chosen as the most qualified proposer.

The term of the Agreement with California Electronic Asset Recovery shall be in effect until December 31, 2018. Estimated revenue through rebates generated from this Agreement is anticipated to be approximately \$40,000 per year from the above mentioned electronic waste collection locations.

The Department of Environmental Resources requests that the Board of Supervisors approve the Recycling Agreement with California Electronic Asset Recovery and authorize the Director of Environmental Resources to sign the Agreement (Attachment A).

POLICY ISSUE:

Approval of the contract with California Electronic Asset Recovery to provide the transport and recycling of electronic waste is consistent with the Board's priorities of providing A Safe

Authorization to Enter into an Agreement with California Electronic Asset Recovery for Transport and Recycling of Electronic Waste Collected at the Household Hazardous Waste Collection Facility and the Fink Road Landfill

Community, A Healthy Community, A Well-Planned Infrastructure System, and the Efficient Delivery of Public Services through the safe collection and proper disposal of E-Waste.

STAFFING IMPACTS:

Contracted laborer(s) will be hired on a part-time basis, as needed, to staff the Landfill E-Waste Collection Program. Staffing costs at the Landfill will be covered using existing budget appropriations in the Fink Road Landfill Enterprise Fund. Temporary, extra-help staffing will be required on a part-time basis to staff the E-Waste collections on Fridays and Saturdays at the Morgan Road location. Revenues in the Household Hazardous Waste Program Fund will cover any staffing cost that might not be covered by the E-Waste reimbursement monies.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources

Telephone: 209-525-6770



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

**MASTER AGREEMENT
FOR
RECYCLING SERVICES**

This Master Agreement for Recycling Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("State Approved Collector") and California Electronic Asset Recovery [CEAR], ("State Approved Recycler") on December 19, 2013.

Recitals

WHEREAS, the State of California has enacted legislation to establish a funding system for the collection and recycling of certain electronic wastes; and

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) has adopted regulations to implement portions of the statute under the Electronic Waste Recycling Act of 2003 (Senate Bill 20, Chapter 526, Statutes of 2003, and Senate Bill 50), as amended; and

WHEREAS, the County of Stanislaus, Department of Environmental Resources, is an State Approved Collector as defined in Section 42463(b) of the Public Resources Code; and

WHEREAS, CEAR is an State Approved Recycler of covered electronic waste as defined in Section 42463(h) of the Public Resources Code; and

WHEREAS, under this Agreement, Stanislaus County will be performing its obligations under the contract in its capacity as a state approved collector.

WHEREAS, under this Agreement, CEAR will be performing its obligations under the contract in its capacity as a state approved recycler.

WHEREAS, the State Approved Collector has a need for recycling services involving the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of e-waste and covered e-waste at various State Approved Collector locations; and

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

WHEREAS, the State Approved Collector and the State Approved Recycler wish to execute one Agreement that shall govern all of the work or services provided by the State Approved Recycler 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 State Approved Recycler shall furnish to the State Approved Collector upon receipt of the State Approved Collector's written Project Authorization (**Exhibit B**) 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 State Approved Recycler, which Scope of Work, by this reference, are made a part

hereof.

1.2 Each Project Authorization added to and to be performed under this Agreement shall be separately approved by the parties.

1.3 All documents, and written work product prepared or produced by the State Approved Recycler under this Agreement, including without limitation electronic data files, are the property of the State Approved Recycler; provided, however, the State Approved Collector 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.

1.4 Services and work provided by the State Approved Recycler at the State Approved Collector's request under this Agreement shall 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 Authorization. If there is no schedule, the hours and times for completion of said services and work are to be set by the State Approved Recycler; provided, however, that such schedule is subject to review by and concurrence of the State Approved Collector.

2. Consideration

2.1 State Approved Recycler shall pay State Approved Collector 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, State Approved Recycler shall not be entitled to nor receive from State Approved Collector any consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, State Approved Recycler 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.

3. Term

The term of this Agreement shall be from the **date of this Agreement until December 31, 2018**. The term for each separately approved Project Authorization shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

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 State Approved Recycler's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, State Approved Recycler ceases to be licensed or otherwise authorized to do business in the State of California, and the State Approved Recycler fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.3 The State Approved Collector 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 State Approved Recycler. State Approved Recycler agrees to waive any claims for damages, including loss of anticipated profits, in the event the State Approved Collector 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 State Approved Recycler shall pay State Approved Collector the amount due for work properly performed as of the date of termination, less any sums previously.

4. Required Licenses, Certificates and Permits

a. Any licenses, certificates or permits required by the federal, state, county or municipal governments for State Approved Recycler to provide the services and work described in Exhibit A must be procured by State Approved Recycler and be valid at the time State Approved Recycler enters into this Agreement. Further, during the term of this Agreement, State Approved Recycler 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, approved recycler status from the State of California, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by State Approved Recycler at no expense to the State Approved Collector.

b. Recycling Certification: The State Approved Recycler 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 Section 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 Section 12200. State Approved Recycler may certify that the product contains zero recycled content.

5. Office Space, Supplies, Equipment, Etc.

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

6. Insurance

6.1 State Approved Recycler 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 State Approved Recycler under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the State Approved Recycler or the State Approved Recycler'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 State Approved Recycler certifies under section 1861 of the Labor Code that the State Approved Recycler 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 State Approved Recycler 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 State Approved Collector. At the option of the State Approved Collector, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the State Approved Recycler shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the State Approved Collector 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 State Approved Collector, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the State Approved Recycler 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 State Approved Recycler's defense and indemnification obligations as set forth in this Agreement.

6.3 The State Approved Recycler shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the State Approved Collector 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 State Approved Recycler, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the State Approved Recycler; (c) premises owned, occupied or used by the State Approved Recycler; and (d) automobiles owned, leased, hired or borrowed by the State Approved Recycler. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the State Approved Collector 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 State Approved Recycler.

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

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

6.6 The State Approved Recycler'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 State Approved Collector. The State Approved Recycler shall promptly notify, or cause the insurance carrier to promptly notify, the State Approved Collector 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 State Approved Collector; 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 State Approved Collector; lesser ratings must be approved in writing by the State Approved Collector.

6.9 State Approved Recycler 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 State Approved Recycler begins performance of its obligations under this Agreement, State Approved Recycler shall furnish State Approved Collector 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 State Approved Recycler. 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 State Approved Collector's sole and absolute discretion, approved by State Approved Collector. State Approved Collector 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 State Approved Recycler and State Approved Recycler's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, State Approved Recycler shall indemnify, hold harmless and defend the State Approved Collector 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 State Approved Recycler or State Approved Recycler'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 State Approved Collector or its agents, officers and employees.

7.2 State Approved Recycler's obligation to defend, indemnify and hold the State Approved Collector 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 State Approved Recycler to procure and maintain a policy of insurance.

8. Status of State Approved Recycler

8.1 All acts of State Approved Recycler and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of State Approved Recycler relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of State Approved Collector. State Approved Recycler, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of State Approved Collector. Except as expressly provided in Exhibit A, State Approved Recycler has no authority or responsibility to exercise any rights or power vested in the State Approved Collector. No agent, officer or employee of the State Approved Collector is to be considered an employee of State Approved Recycler. It is understood by both State Approved Recycler and State Approved Collector 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 State Approved Recycler and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of State Approved Collector.

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

8.4 If in the performance of this Agreement any third persons are employed by State Approved Recycler, such persons shall be entirely and exclusively under the direction, supervision and control of State Approved Recycler. 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 State Approved Recycler.

8.5 It is understood and agreed that as an State Approved Recycler and not an employee of State Approved Collector, the State Approved Recycler and the State Approved Recycler's officers, employees, agents, representatives or subcontractors do not have any entitlement as a State Approved Collector

employee, and do not have the right to act on behalf of the State Approved Collector in any capacity whatsoever as an agent, or to bind the State Approved Collector to any obligation whatsoever.

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

8.7 As an State Approved Recycler, State Approved Recycler hereby indemnifies and holds State Approved Collector harmless from any and all claims that may be made against State Approved Collector 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 State Approved Recycler shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of three (3) 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 State Approved Collector 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 State Approved Recycler. Further, State Approved Collector 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, State Approved Recycler 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. State Approved Recycler 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 State Approved Collector's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; 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 State Approved Recycler. State Approved Collector has relied upon the skills, knowledge, experience and training of State Approved Recycler and the State Approved Recycler's firm, associates and employees as an inducement to enter into this Agreement. State Approved Recycler shall not assign or subcontract this Agreement without the express written consent of State Approved Collector. Further, State Approved Recycler shall not assign any monies due or to become due under this Agreement without the prior written consent of State Approved Collector.

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 State Approved Recycler or State Approved Collector 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 State Approved Collector:

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

To State Approved Recycler:

CEAR
Attn: Lindy Sperry
3678 Le May Street
Mather, CA 95655

14. Conflicts

State Approved Recycler 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.

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

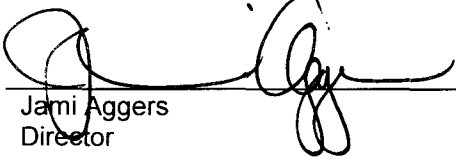
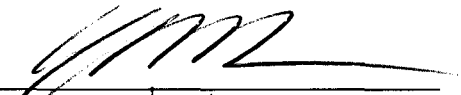

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| <p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By:  Jami Aggers Director</p> <p>"State Approved Collector" Date: <u>12/19/13</u></p> | <p>CALIFORNIA ELECTRONIC ASSET RECOVERY</p> <p>By:  Name: <u>Paul Eac</u> Title: <u>President of EEC</u></p> <p>"State Approved Recycler" Date: _____</p> |
| <p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Alice E. Mimms Deputy County Counsel</p> | |

EXHIBIT A SCOPE OF WORK

A. OVERVIEW

The State of California has enacted legislation to establish a funding system for the collection and recycling of certain electronic wastes. The California Department of Resources Recycling and Recovery (CalRecycle) has adopted regulations to implement portions of the statute under the Electronic Waste Recycling Act of 2003 (Senate Bill 20, Chapter 526, Statutes of 2003, and Senate Bill 50), as amended.

The County of Stanislaus, Department of Environmental Resources (DER), is a State Approved Collector for covered e-waste (CEW) and all other e-waste (UWED) as defined in Section 42463(b) of the Public Resources Code. DER has a need for recycling services to be performed by a State Approved Recycler as defined in Section 42463(h) of the Public Resources Code. The recycling services shall include the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of UWED and CEW at various State Approved Collector locations.

As a State Approved Collector, DER provides staff to perform collection and all operations associated with the collection of UWED and CEW. The County's staff handles the loading of UWED and CEW according to appropriate procedures, placing the UWED and CEW into bins or similar containers acceptable to the State Approved Recycler and the State Approved Collector, for pickup by the State Approved Recycler. Broken e-waste (CRTs/televisions) are packaged by the State Approved Collector according to Hazardous Waste regulations for pick up and transportation by the State Approved Recycler.

DER currently has two collection sites: 1) Household Hazardous Waste Facility, 1710 Morgan Road, Modesto, CA; 2) Fink Road Landfill, 4000 Fink Road, Crows Landing, CA.

In 2012, the DER's Landfill and Household Hazardous Waste Facility collected a combined total of 294,137 pounds of UWED and CEW.

B. DEFINITIONS

1. (UWED) Electronic Waste – For the purpose of this Agreement, UWED e-waste is defined as all other e-waste not covered in SB20 and SB50 such 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, toasters, small electronic devices, office equipment, the items not listed in this section or the below sections and are listed in "C – Scope of Services – Item 1".

2. (UWED) Electronic Waste (Computers) - For the purpose of this Agreement, UWED Computers is defined as whole (complete) computer units not gutted. Note: Any gutted units are considered as UWED e-waste not covered in SB20 or SB 50 as identified in item 1 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" measured diagonally, 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. CEW CRTs are covered in SB20 or SB 50.

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" screen or larger. CEW Non-CRT is covered in SB20 or SB 50.

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.

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

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

8. State Approved Recycler means a “covered electronic waste recycler” as defined in Section 42463(h) of the Public Resources Code who applies to CalRecycle for approval and whose application is approved pursuant to this Chapter and therefore may be eligible for recycling payments from CalRecycle.

9. E-waste – For the purpose of this Agreement, when the term “e-waste” is used in a general sense, it can be defined as both CEW and UWED.

10. CEW and UWED – For the purpose of the Agreement, when the terms “CEW and UWED” are used in a general sense, CEW can be defined as SB20 and SB 50 covered CRT and Non-CRT e-waste and UWED can be defined as all other e-waste and computer e-waste not covered under SB20 or SB50.

C. SCOPE OF SERVICES

Services to be provided by the Recycler are as follows:

1. Provide all of the labor, material, bins and equipment to, pickup, load, transport, weigh, accept, recycle and provide certifications and any required reports for the e-waste located at the State Approved Collector locations identified in the written Project Authorizations. Below is a list of some of the e-waste items collected at the State Approved Collector’s locations.
 - i. Computers
 - ii. Computer components and peripherals
 - iii. Printed circuit boards
 - iv. Mainframe units
 - v. Telephone equipment and switches
 - vi. Telephones and Cellular phone (with or without batteries)
 - vii. PC Monitors, non-PC Monitors and other CRTs
 - viii. Printers, copiers and other electronic breakage
 - ix. Consumer electronics and household electronics
 - x. Power supplies and power packs
 - xi. Wires
 - xii. Televisions
2. Provide two (2) or more enclosed 40-yard drop-off bins (one (1) for UWED and one (1) for CEW), and any other material involved with the handling of the items stated above. The bin dimensions shall be at least 20 feet long, 8 feet wide and 6.5 feet high.
3. State Approved Recycler shall pick-up and transport the e-waste to an approved recycling center on an on-call basis.
4. Provide certification of the weight and the unit count of the e-waste for pick-up from the State Approved Collector locations. The State Approved Recycler shall also provide a

statement with each shipment, correct weight and number of pieces of CRT, Non CRT, UWED e-waste and UWED Computers as specified in the scope of work.

5. Accept e-waste.
6. Respond with a pickup of the e-waste within 72 hours from the time the State Approved Collector's designated representative requests the State Approved Recycler to pick up the e-waste. State Approved Collector makes no guarantee of quantity or quality of e-waste, or the number of pickups.
7. Swap one (1) full bin for one (1) empty bin.
8. Recycler shall not transfer the contents of a bin to other container(s) or truck(s) prior to departure from County facility.
9. Provide numbered bins (painted or decal) for collector's tracking purposes.
10. Provide the weight of the picked-up e-waste.
11. Provide the State Approved Collector an annual report containing unit counts and weights of all e-waste collected.
12. Provide Certification to the State Approved Collector that the pickup was recycled according to this Agreement and provide a domestic recycling certificate, a weigh-master certificate, and a covered electronic waste transfer receipt Form 197 from CalRecycle within forty-five (45) days from pickup of the e-waste.
13. Provide in each Certificate of Recycling the overall recycle success rate of residual materials sent to landfill.
14. Provide "one (1) day or two (2) days" on-site training to the State Approved Collector's personnel on proper packaging and documentation of collected e-waste.
15. Recycler 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 State Approved Collector.

D. SERVICE REQUIREMENTS

1. Pick-up of E-waste

Recycler shall use their own forces and equipment to pick-up e-waste at the State Approved Collector's collection sites. The State Approved Collector is responsible to prepare the items to be picked-up as follows:

- a. CEWs, shall be placed in two (2) or more 40 yard enclosed drop-off bins, or similar containers acceptable to the Recycler, which shall only contain CEWs. The bin dimensions shall be at least 20 feet long, 8 feet wide and 6.5 feet high. Computer towers shall be placed in boxes provided by State Approved Recycler, if the computer towers are separated by the State Approved Collector.
- b. UWED shall be placed in two (2) or more 40 yard enclosed drop-off bins or other containers acceptable to the Recycler. The bin dimensions shall be at least 20 feet long, 8 feet wide and 6.5 feet high. Large copiers/printers or other large size waste shall be placed in 40-yard enclosed drop off bins as acceptable to the State Approved Collector and the State Approved Recycler.

2. Scheduling for Pick-up

- a. The State Approved Collector shall contact the State Approved Recycler via phone to schedule a pick-up. The State Approved Recycler shall schedule the pick-up within 72 hours from the request for pick-up. The pickup shall be scheduled at a mutually acceptable time and date.
 - I. Standard working hours for the Fink Road Landfill are from 8:00 a.m. to 2:30 p.m. Monday –Friday.
 - II. Standard working hours for the Household Hazardous Waste Facility (HHWF) are from 8:00 a.m. to 2:30 p.m. Wednesday through Friday Morning.
 - III. State Approved Recycler shall use its trucking fleet or that of Atlas (State Approved Recycler's subcontractor), to pick up the bins at the locations identified in each individual Project Authorization issued against this Master Agreement, with coordination of the State Approved Collector's staff.

3. Weighing of E-waste

After the pick-up of the e-waste, the State Approved Recycler shall have the amount weighed at the pick-up location by a certified weigh-master, if a scale is available. Costs for weight certificates and weighing are included in the credit price in Exhibit C. The State Approved Recycler shall facsimile a copy of the weight to the State Approved Collector at the fax number provided on each Project Authorization.

4. Result of E-waste Picked-up by State Approved Recycler

The State Approved Recycler shall process the e-waste to the "Highest and Best Use" possible which may include all or any of the following:

- a. De-manufacturing to large size components
- b. Recycling to base components.
- b. Crushing and smelting to base components.
- d. All magnetic storage devices, such as computer hard drives, supplied to the State Approved Recycler 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 Recycler shall provide the following reports or documents:

- a. Weight and unit count of the picked-up e-waste to be provided to the State Approved Collector in a statement format acceptable to the State Approved Collector for each shipment.
- b. Certificate of Recycling: Certification to the State Approved Collector that the pick-up was recycled according to the terms and condition of the Agreement for each shipment.
- c. Certification of residual amount of e-waste sent to landfill (overall recycle success rate) shall be provided to the State Approved Collector for each shipment. This certification shall include the rate of recycling and landfill.

6. Recovery Payments to Collectors

State Approved Recycler shall provide recovery payments to the State Approved 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. Beginning July 1, 2008, and ending on September 15, 2008, the Standard Statewide Combined Recovery and Recycling Payment Rate was 43 cents per pound. Beginning September 16, 2008, this payment decreased to 39 cents per pound which consisted of CalRecycle paying 16 cents for CEWs to the collector (in this case the State Approved Collector) and 23 cents to the recycler (in this case the State Approved Recycler).

Under the terms and conditions of the Agreement, payment of any and all Federal or State income taxes or Social Security tax and other assessments on any payments or sums received from the State is the sole responsibility of State Approved Recycler. State Approved Collector has no responsibility or liability for payment of State Approved Recycler's taxes or assessments.

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

E. Compensation

The State Approved Recycler shall provide monthly Recovery Payments to the State Approved Collector as identified in Exhibit C – Rate Schedule for the services provided under this Agreement and scope of work.

F. Recovery Payment to the State Approved Collector

State Approved Recycler shall provide monthly recovery payments to the State Approved Collector in accordance with the Recovery Rate Schedule in Exhibit C. Each Project Authorization issued against the Master Agreement shall designate a specific address for the Recovery Payments to be submitted.

CEW payments shall be in accordance with 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 State Approved Collector (Credit). Beginning July 1, 2008, and ending on September 15, 2008, the Standard Statewide Combined Recovery and Recycling Payment Rate were 43 cents per pound. Beginning September 16, 2008, this payment decreased to 39 cents per pound which consisted of CalRecycle paying 16 cents for CEWs to the collector (in this case the State Approved Collector) and 23 cents to the recycler (in this case the State Approved Recycler).

UWED payments shall be in accordance with the Recovery Rate Schedule in Exhibit C. The State Approved Recycler therefore, agrees to pay the State Approved Collector as identified in Exhibit C – Recovery Rate Schedule.

Under the terms and conditions of this Agreement, payment of any and all Federal or State income taxes or Social Security tax and other assessments on any payments or sums received from the State is the sole responsibility of State Approved Recycler. State Approved Collector has no responsibility or liability for payment of State Approved Recycler's taxes or assessments.

For SB20/50 the CEW rebate is subject to proper documentation of collection log form 198 including customer name, street address, city, zip code (and a telephone number for all business with more than 5 pieces) estimated weight. If a POD is in place all proper documentation and cumulative logs are required for rebate. All non-logged qualifying SB20/50 and all Cal Recycle denied claims due to improper

documentation shall be charged to the County at a \$.17 per pound rate which is the difference between the State Approved Collector's rebate amount of \$.22 per pound rate and the CalRecycle rebate amount of \$.39 per pound.

G. Representatives

The State Approved Collector's representative shall be identified in each individual Project Authorization issued against this Master Agreement. The State Approved Recycler's representative is Lindy Sperry (916) 952-1774.

H. Protection of Existing Facilities

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

I. Timeliness

Time is of the essence in this Agreement.

J. Recycling Certification

The State Approved Recycler 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 Section 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 12200. State Approved Recycler may certify that the product contains zero recycled content.

K. Safety Requirements

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

L. Termination for Convenience

The State Approved Collector 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 State Approved Recycler. State Approved Recycler agrees to waive any claims for damages, including loss of anticipated profits, in the event the State Approved Collector 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 State Approved Recycler shall pay State Approved Collector the amount due for the e-waste pickup as of the date of termination, less any sums previously paid.

M. Transportation

Title or ownership of the e-waste passes to the State Approved Recycler at the point the carrier accepts the waste.

(End of Exhibit A)

EXHIBIT B
PROJECT AUTHORIZATION SAMPLE

A. Terms and Conditions

Except as hereinafter provided, the services provided by the State Approved Recycler under this Project Authorization shall be subject to the terms and conditions set forth in the Master Agreement for Recycling Services made and entered into by and between the COUNTY OF STANISLAUS ("State Approved Collector") and California Asset Recovery ("State Approved Recycler") on _____.

B. Scope of Work

The State Approved Recycler shall provide all the labor, material, 40-yard enclosed drop-off bins and equipment to perform the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of e-waste at _____ CA, in accordance with above referenced Master Agreement and as set forth below.

C. Compensation

The State Approved Recycler shall pay the State Approved Collector monthly Recovery Payments for the services provided under the Agreement and scope of work as identified in Exhibit C – Rate Schedule.

D. Recovery Payment to the State Approved Collector

State Approved Recycler shall provide monthly recovery payments to the State Approved Collector in accordance with the Recovery Rate Schedule in Exhibit C. Each Project Authorization issued against the Master Agreement shall designate a specific address for the Recovery Payments to be submitted.

CEW payments shall be in accordance with 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 State Approved Collector (Credit). Beginning July 1, 2008, and ending on September 15, 2008, the Standard Statewide Combined Recovery and Recycling Payment Rate was 43 cents per pound. Beginning September 16, 2008, this payment decreased to 39 cents per pound which consisted of CalRecycle paying 16 cents for CEWs to the collector (in this case the State Approved Collector) and 23 cents to the recycler (in this case the State Approved Recycler).

UWED payments shall be in accordance with the Recovery Rate Schedule in Exhibit C. The State Approved Recycler therefore, agrees to pay the State Approved Collector 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

CALIFORNIA ELECTRONIC ASSET RECOVERY

By: _____
Jami Aggers
Director
"State Approved Collector "

By: _____
Name:
Title
"State Approved Recycler"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Alice E. Mimms
Deputy County Counsel

EXHIBIT C
RECOVERY RATE SCHEDULE

Rate Schedule

The State Approved Recycler shall provide all the supervision, labor, equipment, transportation 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 Agreement term is identified in the price schedule below:

The State Approved Recycler shall pay recovery payments on a monthly basis to the State Approved Collector, as set forth below and in Exhibit A.

| Description | CHARGE Rate per pound | CREDIT Rate per pound |
|---|-----------------------------|--------------------------|
| (UWED) all other E-waste as defined in Exhibit A of this Agreement | N/A | \$.02 |
| (UWED) E-waste Computers whole (complete) as defined in Exhibit A of this Agreement | N/A | \$.16/separated |
| (UWED) E-waste Computers gutted (incomplete) or not separated | N/A | \$.02 |
| CEW CRT as defined in Exhibit A of this Agreement | N/A | \$.22 |
| CEW Non-CRT as defined in Exhibit A of this Agreement | N/A | \$.16 |
| | | |

The above per pound, unit credit rates include but is not limited to the following: two (2) 40-yard drop-off bins (one for UWED and one for CEW), labor and other material involved with the handling of the items stated in Exhibit A, two day on-site training, all labor, equipment, weighing, certifying, accepting, reporting and processing.

Transportation costs are not included in the above per pound unit credit prices. State Approved Recycler shall deduct from the total credit amount due the Collector for each load hauled, the actual transportation costs for each load State Approved Recycler is hauling. State Approved Recycler shall provide the State Approved Collector a copy of the invoice submitted to the State Approved Recycler from the transportation company hauling the e-waste. Should State Approved Recycler haul the e-waste themselves and not utilize an outside transportation company, the State Approved Recycler shall provide the State Approved Collector a copy of the documentation supporting the actual costs necessary for State Approved Recycler to transport the e-waste and substantiate the deduction from the credit payment to the State Approved Collector.

Fee for Additional Bins

State Approved Recycler shall provide at no charge to the State Approved Collector two (2) bins at each location identified in each individual Project Authorization issued against this Agreement. Additional bins requested shall be provided by the State Approved Recycler at a monthly fee of \$75.00.



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

**AMENDMENT NO. 1
TO
MASTER AGREEMENT
FOR
RECYCLING SERVICES**

This Amendment No. 1 to the Master Agreement for Recycling Services ("Amendment No. 1") by and between the County of Stanislaus ("State Approved Collector") and California Electronic Asset Recovery [CEAR], ("State Approved Recycler") is made and entered into on August 12, 2016.

WHEREAS, as of December 19, 2013, (the "Effective Date") the State Approved Collector and the State Approved Recycler entered into a certain Agreement relating to the recycling of electronic waste (the "Original Master Agreement"); and

WHEREAS, the State Approved Collector has a need to amend the Recovery Rate Schedule to incorporate the new Price Schedule; and

WHEREAS, Section 16 "Amendment" of the Master Agreement provides that the Agreement may be amended in writing; and

WHEREAS, this amendment is for the mutual benefit of State Approved Collector and State Approved Recycler;

NOW, THEREFORE, the State Approved Collector and State Approved Recycler agree as follows:

- 1. Exhibit "A" Scope of Work Section D, Part 3 "Weighing of E-Waste" is amended to read as follows:

"After the pick-up of the e-waste, State Approved Recycler shall have the amount weighed at the drop-off location by a certified weigh-master. Costs for weight certificates and weighing are included in the credit price of Exhibit C. The State Approved Recycler shall facsimile a copy of the weight to the State Approved Collector at the fax number provided for each Project Authorization. (This is mandated by Cal Recycle, all weights are reported to Cal Recycle from the Certified Recycler's scale.)"

- 2. Exhibit "A" Scope of Work Section E "Compensation" is amended to read as follows:

"State Approved Recycler and State Approved Collector shall make monthly recovery payments to each other for certain services provided under this Agreement in accordance with Exhibit C – Rate Schedule of the Master Agreement.

State Approved Collector shall compensate for work actually completed, not work in progress.

State Approved Recycler shall be compensated for the services specified in each Project Authorization issued against this Master Agreement based on a firm fixed unit price basis, not to exceed the total amount and as set forth in Exhibit C – Recovery Rate Schedule of this Master Agreement.

The parties hereto acknowledge the maximum amount to be paid by the State Approved Collector for services provided under this Master Agreement shall not exceed **Ten Thousand Dollars (\$10,000.00)** including, without limitation, the cost of any subcontractors, experts or

investigators retained by the State Approved Recycler to perform or to assist in the performance of its work under this Agreement.

State Approved Recycler shall invoice the State Approved Collector on a monthly basis and reference this Agreement Number and Project Authorization Number on all invoices submitted to the State Approved Collector. The invoice is to include but not be limited to the following information: dates of service, location of service, description of units, weight of units, and unit price in accordance with Exhibit C of this Master Agreement.

The terms of payment are Net 30 days after approval of invoices. Invoices shall be mailed or delivered to the Department and address indicated in each Project Authorization.”

- 3. Exhibit “C” Recovery Rate Schedule is amended to include the following:

“Effective May 16, 2016, the new Price Schedule shall take effect:

| DESCRIPTION | CHARGE Rate per Pound | CREDIT Rate per Pound |
|---|-----------------------|-----------------------|
| UWED | \$.12/LB* | N/A |
| E-waste Computer/Server/ Equipment (complete) | N/A | \$.10/LB |
| E-Waste Computers Gutted Computer/Server | N/A | \$.05/LB |
| CEW CRTs | N/A | \$.15/LB** |
| CEW Non – CRTs | N/A | \$.06/LB |
| Any batteries or batteries not removed | \$5.00/LB | N/A |

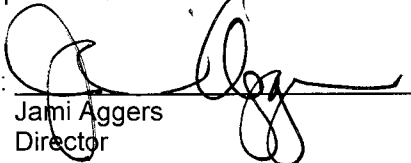
*The State Approved Collector reserves the right to use a different vendor for the pickup and removal of UWED. If the State Approved Collector exercises its option to use a different vendor for the UWED, State Approved Collector shall provide the State Approved Recycler three (3) weeks advanced notice of this change in order to allow State Approved Recycler time to remove its UWED disposal bin.

**If Cal Recycle approves the proposed one cent increase for CEW CRT’s, then effective July 1, 2016, State Approved Collector shall be reimbursed \$.16/LB.”

- 4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.


IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

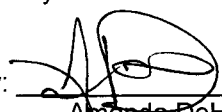
“State Approved Collector”

CALIFORNIA ELECTRONIC ASSET RECOVERY

By: 
Paul Gao
President & CEO

“State Approved Recycler”

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

AMENDMENT NO. 1

TO

PROJECT AUTHORIZATION NO. 13-001-SMG

1710 MORGAN ROAD, MODESTO, CALIFORNIA

A. Terms and Conditions

WHEREAS, as of December 19, 2013, (the "Effective Date"), the County of Stanislaus ("State Approved Collector") and California Electronic Asset Recovery [CEAR], ("State Approved Recycler") entered into a certain Agreement relating to the recycling of certain electronic wastes (the "Master Agreement"); and

WHEREAS, as of December 19, 2013, (the "Project Authorization Effective Date") the State Approved Collector and State Approved Recycler entered into Project Authorization No. 13-001-SMG relating to recycling of certain electronic wastes at 1710 Morgan Road, Modesto, California; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the State Approved Collector has a need to amend this Project Authorization in accordance with the new Recovery Rate Schedule in the Master Agreement; and

WHEREAS, Section 16 "Amendment" of the Master Agreement provides that the Agreement may be amended in writing; and

WHEREAS, this amendment is for the mutual benefit of State Approved Collector and State Approved Recycler;

NOW, THEREFORE, the State Approved Collector and State Approved Recycler agree as follows:

1. Section C – "Compensation" is amended to read as follows:

"State Approved Recycler and State Approved Collector shall make monthly recovery payments to each other for certain services provided under this Agreement in accordance with Exhibit C – Rate Schedule of the Master Agreement.

The parties hereto acknowledge the maximum amount to be paid by the State Approved Collector for services provided under this Project Authorization shall not exceed **Five Thousand Six Hundred Dollars (\$5,600.00)** including, without limitation, the cost of any subcontractors, experts or investigators retained by the State Approved Recycler to perform or to assist in the performance of its work under this Agreement.

2. The Project Authorization is amended to include the following section:

"E. Recovery Payment to the State Approved Recycler

State Approved Recycler shall be compensated for services rendered and accepted under the Master Agreement and this Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.

State Approved Recycler shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: dates of service, location of service, description of units, weight of units, and unit price in accordance with this Project Authorization and Exhibit C of the Master Agreement.

The terms of payment are Net 30 days after approval of invoices.

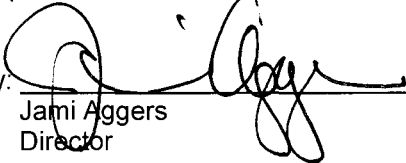
Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

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

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 13-001-SMG on August 12, 2016.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director


"State Approved Collector"

CALIFORNIA ELECTRONIC ASSET RECOVERY

By: 
Paul Gao
President & CEO

"State Approved Recycler"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

AMENDMENT NO. 1

TO

PROJECT AUTHORIZATION NO. 13-002-SMG

4000 FINK ROAD, CROWS LANDING, CALIFORNIA

A. Terms and Conditions

WHEREAS, as of December 19, 2013, (the "Effective Date"), the County of Stanislaus ("State Approved Collector") and California Electronic Asset Recovery [CEAR], ("State Approved Recycler") entered into a certain Agreement relating to the recycling of certain electronic wastes (the "Master Agreement"); and

WHEREAS, as of December 19, 2013, (the "Project Authorization Effective Date") the State Approved Collector and State Approved Recycler entered into Project Authorization No. 13-002-SMG relating to recycling of certain electronic wastes at 4000 Fink Road, Crows Landing, California; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the State Approved Collector has a need to amend this Project Authorization in accordance with the new Recovery Rate Schedule in the Master Agreement; and

WHEREAS, Section 16 "Amendment" of the Master Agreement provides that the Agreement may be amended in writing; and

WHEREAS, this amendment is for the mutual benefit of State Approved Collector and State Approved Recycler;

NOW, THEREFORE, the State Approved Collector and State Approved Recycler agree as follows:

1. Section C – "Compensation" is amended to read as follows:

"State Approved Recycler and State Approved Collector shall make monthly recovery payments to each other for certain services provided under this Agreement in accordance with Exhibit C – Rate Schedule of the Master Agreement.

The parties hereto acknowledge the maximum amount to be paid by the State Approved Collector for services provided under this Project Authorization shall not exceed **Four Thousand One Hundred Dollars (\$4,100.00)** including, without limitation, the cost of any subcontractors, experts or investigators retained by the State Approved Recycler to perform or to assist in the performance of its work under this Agreement.

2. The Project Authorization is amended to include the following section:

"E. Recovery Payment to the State Approved Recycler

State Approved Recycler shall be compensated for services rendered and accepted under the Master Agreement and this Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.

State Approved Recycler shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: dates of service, location of service, description of units, weight of units, and unit price in accordance with this Project Authorization and Exhibit C of the Master Agreement.

The terms of payment are Net 30 days after approval of invoices.

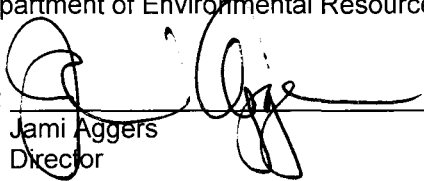
Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
Fink Road Landfill
P.O. Box 86
Attention: Accounting
Crows Landing, CA 95313

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 13-002-SMG on August 12, 2016.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director


"State Approved Collector"

CALIFORNIA ELECTRONIC ASSET RECOVERY

By: 
Paul Gao
President & CEO

"State Approved Recycler"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

**AMENDMENT NO. 2
TO
MASTER AGREEMENT
FOR
RECYCLING SERVICES**

This Amendment No. 2 to the Master Agreement for Recycling Services ("Amendment No. 2") by and between the County of Stanislaus ("State Approved Collector") and California Electronic Asset Recovery [CEAR], ("State Approved Recycler") is made and entered into on November 28, 2018.

WHEREAS, as of December 19, 2013, (the "Effective Date") the State Approved Collector and the State Approved Recycler entered into a certain Agreement relating to the recycling of electronic waste (the "Master Agreement"); and

WHEREAS, the Master Agreement Section 16 "Amendment" provides that the Agreement may be amended in writing; and

WHEREAS, on December 17, 2013, the County Board of Supervisors approved the Director of Environmental Resources to sign amendments to this Agreement; and

WHEREAS, the State Approved Collector has a need to extend the term of the agreement an additional three (3) months; and

NOW, THEREFORE, the State Approved Collector and State Approved Recycler agree as follows:

A. Section 3 - "Term" of the Master Agreement is amended to read as follows:

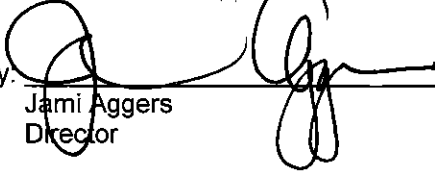
"The term of this Agreement shall be from the date of this Agreement until **March 31, 2019**. The term for each separately approved Project Authorization shall begin on the date of approval, until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

- 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 State Approved Recycler's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, State Approved Recycler ceases to be licensed or otherwise authorized to do business in the State of California, and the State Approved Recycler fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.3. The State Approved Recycler 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 State Approved Recycler. State Approved Recycler agrees to waive any claims for damages, including loss of anticipated profits, in the event the State Approved Collector 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 State Approved Recycler shall pay State Approved Collector the amount due for work properly performed as of the date of termination."

B. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

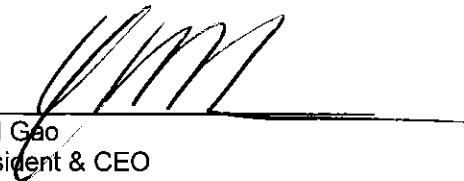
COUNTY OF STANISLAUS
Department of Environmental Resources

By: 

Jami Aggers
Director

"State Approved Collector"

CALIFORNIA ELECTRONIC ASSET RECOVERY

By: 

Paul Gao
President & CEO

"State Approved Recycler"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 

Amanda DeHart
Deputy County Counsel



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

AMENDMENT NO. 2

TO

**PROJECT AUTHORIZATION NO. 13-002-SMG
1710 MORGAN ROAD, MODESTO, CALIFORNIA**

A. Terms and Conditions

WHEREAS, as of December 19, 2013, (the "Effective Date"), the County of Stanislaus ("State Approved Collector") and California Electronic Asset Recovery [CEAR], ("State Approved Recycler") entered into a certain Agreement relating to the recycling of certain electronic wastes (the "Master Agreement"); and

WHEREAS, as of December 19, 2013, (the "Project Authorization Effective Date") the State Approved Collector and State Approved Recycler entered into Project Authorization No. 13-002-SMG relating to recycling of certain electronic wastes at 4000 Fink Road, Crows Landing, California; and

WHEREAS, the Master Agreement Section 16 – "Amendment" provides that the Agreement may be amended in writing; and

WHEREAS, the State Approved Collector has a need to extend the term of this Project Authorization for an additional three (3) months; and

WHEREAS, this amendment is for the mutual benefit of State Approved Collector and State Approved Recycler;

NOW, THEREFORE, the State Approved Collector and State Approved Recycler agree as follows:

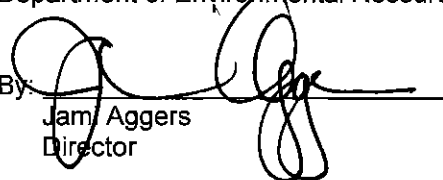
- 1. Section E – "Project Authorization Period" is amended to read as follows:

"Services shall commence the date this Agreement is signed and shall be completed by **March 31, 2019.**"

- 2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.


IN WITNESS WHEREOF, the parties have executed this Amendment 2 to Project Authorization No. 13-002-SMG on November 28, 2018.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jam Aggers
Director

"State Approved Collector"

CALIFORNIA ELECTRONIC ASSET RECOVERY

By: 
Paul Gap
President & CEO

"State Approved Recycler"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

AMENDMENT NO. 2

TO

**PROJECT AUTHORIZATION NO. 13-001-SMG
1710 MORGAN ROAD, MODESTO, CALIFORNIA**

A. Terms and Conditions

WHEREAS, as of December 19, 2013, (the "Effective Date"), the County of Stanislaus ("State Approved Collector") and California Electronic Asset Recovery [CEAR], ("State Approved Recycler") entered into a certain Agreement relating to the recycling of certain electronic wastes (the "Master Agreement"); and

WHEREAS, as of December 19, 2013, (the "Project Authorization Effective Date") the State Approved Collector and State Approved Recycler entered into Project Authorization No. 13-001-SMG relating to recycling of certain electronic wastes at 1710 Morgan Road, Modesto, California; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the State Approved Collector has a need to extend the term of this Project Authorization for an additional three (3) months; and

WHEREAS, this amendment is for the mutual benefit of State Approved Collector and State Approved Recycler;

NOW, THEREFORE, the State Approved Collector and State Approved Recycler agree as follows:

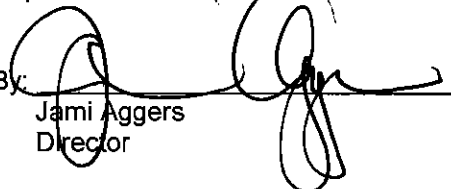
- 1. Section E – "Project Authorization Period" is amended to read as follows:

"Services shall commence the date this Agreement is signed and shall be completed by **March 31, 2019.**"

- 2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 2 to Project Authorization No. 13-001-SMG on November 28, 2018.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 
Jami Aggers
Director

"State Approved Collector"

CALIFORNIA ELECTRONIC ASSET RECOVERY

By: 
Paul Gao
President & CEO

"State Approved Recycler"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel

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

DEPT: Environmental Resources

BOARD AGENDA # *B-13

Urgent Routine

AGENDA DATE December 17, 2013

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization to Enter into an Agreement with California Electronic Asset Recovery for Transport and Recycling of Electronic Waste Collected at the Household Hazardous Waste Collection Facility and the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Authorize the Director of Environmental Resources, or designee, to sign a five-year Master Agreement with California Electronic Asset Recovery for the transportation and recycling of electronic waste collected at the Household Hazardous Waste Collection Facility 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.

(Continued on next page)

FISCAL IMPACT:

California Electronic Asset Recovery will reimburse the Department of Environmental Resources for all SB20/50 qualified electronic waste collected at the Household Hazardous Waste Collection Facility and the Fink Road Landfill. Estimated revenues through rebates generated from the collection of electronic waste are \$23,000 per year at the Morgan Road location and \$17,000 per year at the Fink Road Landfill. Funds are available in the Electronic-Waste, Household Hazardous Waste, and the Fink Road Landfill operating budgets to cover all electronic waste collection activities.

BOARD ACTION AS FOLLOWS:

No. 2013-643

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

and approved by the following vote.

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization to Enter into an Agreement with California Electronic Asset Recovery for Transport and Recycling of Electronic Waste Collected at the Household Hazardous Waste Collection Facility and the Fink Road Landfill

STAFF RECOMMENDATIONS (Continued):

2. Authorize the Director of Environmental Resources, or designee, to sign individual project authorizations.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the contract.

DISCUSSION:

Electronic Waste (E-Waste) refers to old computers, monitors, televisions, cell phones, and a range of electronic accessories and gadgets that either do not work or simply are not used anymore. E-Waste is a significant problem resulting from homeowners and businesses upgrading their computer equipment every few years.

The Department of Environmental Resources (DER) has had a successful E-Waste Collection Program in effect since December 2005. Since then, the E-Waste Collection Program has successfully diverted 2,852,037 pounds of E-Waste that was collected by the Household Hazardous Waste Collection Facility and the Fink Road Landfill that could have been illegally disposed of along our roadways or in our solid waste collection system. It is important to continue to divert E-Waste from improper disposal through collection and recycling.

On September 5, 2013, DER, in partnership with the General Services Agency (GSA) Purchasing Division, issued a Request for Proposal (RFP) to provide the transport and recycling of E-Waste. The RFP period closed on October 16, 2013, and the GSA Purchasing Division conducted the opening of the RFPs on the closing date.

There are several specialized E-Waste recyclers with the knowledge and experience required to implement the project and two responded to this RFP. GSA Purchasing Division disqualified one RFP response based on failing the financial review. California Electronic Asset Recovery was chosen as the most qualified proposer.

The term of the Agreement with California Electronic Asset Recovery shall be in effect until December 31, 2018. Estimated revenue through rebates generated from this Agreement is anticipated to be approximately \$40,000 per year from the above mentioned electronic waste collection locations.

The Department of Environmental Resources requests that the Board of Supervisors approve the Recycling Agreement with California Electronic Asset Recovery and authorize the Director of Environmental Resources to sign the Agreement (Attachment A).

POLICY ISSUE:

Approval of the contract with California Electronic Asset Recovery to provide the transport and recycling of electronic waste is consistent with the Board's priorities of providing A Safe