



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 19, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 February 19, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE AGREEMENT FOR THE OPERATION OF AN ENVIRONMENTAL COLLECTION
CENTER AT EDCO SIGNAL HILL
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Approval of the recommended actions will authorize the Department of Public Works to execute an operational agreement with the City of Long Beach, EDCO Transfer Services, LLC., and the County Sanitation District No. 2 of Los Angeles County to operate a center for the collection of household hazardous and electronic waste in the City of Signal Hill at EDCO Recycling and Transfer, a materials recovery facility owned and operated by EDCO Transfer Services, LLC.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency for the EDCO Recycling and Transfer Facility Project, consider the Final Environmental Impact Report prepared and certified by the City of Signal Hill as lead agency for the project; certify that the Board has independently considered and reached its own conclusions regarding the environmental effects of the project as shown in the Final Environmental Impact Report; adopt the mitigation monitoring program, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; find that there are no further feasible alternatives or feasible mitigation measures within the Board's power that would substantially lessen or avoid any significant effect the project would have on the environment; and determine that the significant adverse effects of the project have been reduced to an acceptable level, as outlined in the Environmental Findings of Fact, which findings are adopted and incorporated herein by reference.

2. Approve and authorize the Director of Public Works or her designee to execute an Agreement for the operation of an environmental collection center with the City of Long Beach, EDCO Transfer Services, LLC., and County Sanitation District No. 2 of Los Angeles County, including funding of the environmental collection center to be funded by the County in an amount not to exceed \$500,000 per year.

3. Delegate authority to the Director of Public Works or her designee to execute any amendments to the Agreement relating to the operation of the environmental collection center and to increase the amount up to an additional 20 percent of the County's maximum funding amount for unforeseen, additional work within the scope of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve an agreement (Agreement) with EDCO Transfer Services, LLC., (EDCO), County Sanitation District No. 2 of Los Angeles County (CSD), and the City of Long Beach in a form substantially similar to Enclosure A, for the operation of a permanent environmental collection center (Center) for the collection of household hazardous and electronic waste (HHW/E-Waste) at EDCO's materials recovery facility (MRF), which is located in the City of Signal Hill. The operation of this Center will increase service level and lower costs of existing program services to Los Angeles County residents to keep residential HHW/E-Waste, such as motor oil, solvents, chemicals, televisions, computers, cell phones, etc., from being disposed at municipal solid waste landfills or illegally dumped.

Project Background

Pursuant to the Board's recommendation in 1986 and subsequent follow-up actions by the Board, the County of Los Angeles (County) established the Countywide Household Hazardous Waste Management Program (Program) in 1988. The Program is administered by Public Works and its objective is to keep residential HHW/E-Waste from being disposed at municipal solid waste landfills or illegally dumped. The Program provides a free and convenient means for residents to manage their HHW/E-Waste by conducting weekly collection events throughout the County.

In 2008 the City of Long Beach expressed interest in partnering with the County to establish a permanent HHW/E-Waste collection center in the Long Beach region. In 2011 the City of Long Beach entered into an agreement with EDCO to use the Grant to fund the engineering, design and construction costs of the Center to be constructed within EDCO's Materials Recovery Facility. EDCO completed construction in July 2012. The City has requested the County's assistance in operating the Center. As a result, the County, City of Long Beach, CSD, and EDCO developed the Agreement for the financing and operation of the Center.

The County hosts an annual mobile collection event in the City of Long Beach with an average participation of 2,500 households each year and an average operational cost of \$200,000 each year. Furthermore, up to ten mobile annual collection events have been conducted within a 10-mile radius of the Center. Collectively, over one million dollars are spent each year to conduct these events. Although the mobile collection events are successful, the Center will further enhance the level of service provided to County residents by providing the most efficient mechanism for the collection of HHW/E-Waste. The Center will replace the need for the annual mobile collection event in Long Beach, and is expected to be open at least once a month for residents to drop off their HHW/E-Waste. Other smaller nearby mobile collection events will be strategically adjusted to complement

the Center to optimize service levels to residents within the area.

The Agreement provides that, for an initial period of two years, the County will fund an annual contribution of \$500,000 towards the operation and maintenance of the Center, and the City shall provide adequate staff for traffic control at the Center during its operation. After 24 months of the Center's continued operation, the City, the County, CSD, and EDCO will jointly evaluate the Center's cost-effectiveness and level of service in relation to the HHW/E-Waste collection events currently conducted in the vicinity. Based on the findings of the evaluation, the City and the County of Los Angeles Department of Public Works will determine whether to continue to fund the Center's operation and maintenance or to terminate the Agreement.

Implementation of Strategic Plan Goals

Approval of the operational agreement supports the County's Strategic Plan Goals of Operational Effectiveness (Goal 1) and Fiscal Sustainability (Goal 2) by maximizing the effectiveness of the County Household Hazardous Waste Management Program and enhancing the level of service to residents within the Long Beach vicinity through the operation of a permanent HHW/E-Waste collection center. The Center would provide a mechanism for residents to drop off their HHW/E-Waste on a monthly basis. This action would also preserve the long-term well-being of the nearby communities and the environment as well as strengthen multi-agency relationships and partnerships.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The County's obligation under the enclosed Agreement is to pay up to \$500,000 annually for the cost of operating the Center.

Funding for County's obligation is included in the Fiscal Year 2012-13 Solid Waste Management Fund. Funds to finance the services for future years and 20 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In approving the Agreement, the County is acting as a responsible agency the EDCO Recycling and Transfer Facility Project. The City of Signal Hill, as lead agency has prepared an initial study, consulted with the County, and certified a final Environmental Impact Report for this project on February 17, 2009. Execution of the attached agreement will not have a significant effect on the environment.

Upon the Board's approval of the project, Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no negative impact to current County services or projects.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER
Director

GF:NG:dy

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel (Julia Weissman)
Executive Office

**AGREEMENT FOR THE OPERATION OF AN
ENVIRONMENTAL COLLECTION CENTER AT
EDCO RECYCLING AND TRANSFER, SIGNAL HILL**

THIS AGREEMENT FOR THE OPERATION OF THE HOUSEHOLD HAZARDOUS WASTE COLLECTION CENTER ("Agreement"), is dated this _____ day of _____, 2013 ("Effective Date"), and is between the CITY OF LONG BEACH, a municipal corporation ("City"), COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the provisions of Health and Safety Code §4700 *et seq.* ("CSD"), EDCO Transport Services, LLC, a California limited liability company ("EDCO"), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"). The City, CSD, EDCO, and the County are also collectively referred to as "Parties" or individually as "Party."

RECITALS:

WHEREAS, the County and the CSD are parties to a Household Hazardous Waste Collection Agreement dated February 1, 1992 (attached as Exhibit A, hereafter "1992 Agreement"). Under the 1992 Agreement, the County and CSD currently conduct mobile Household Hazardous Waste and Electronic Waste collection events at temporary locations throughout the County, including within the City of Long Beach and nearby cities in the area (collectively, "Roundups"); and

WHEREAS, the Roundups are intended to offer all residents of the County an environmentally safe means of disposing of or recycling their Household Hazardous Waste, Electronic Waste, and Other Special Waste in accordance with applicable laws and regulations; and

WHEREAS, the Parties have been working together to enhance the level of service provided to all residents of the Long Beach/Signal Hill area within Los Angeles County to provide the safest, most efficient and convenient method for the collection of Household Hazardous Waste, Electronic Waste, and Other Special Waste, in accordance with applicable laws and regulations; and

WHEREAS, as permitted by the City of Signal Hill, EDCO has constructed a permanent Household Hazardous Waste Collection Center ("Center") in the City of Signal Hill at EDCO Recycling and Transfer, a Materials Recovery Facility ("MRF") owned and operated by EDCO. EDCO utilized grant funds provided by the City of Long Beach to further enhance the Center; and

WHEREAS, the County and the City recognize the potential benefits of the operation of the Center to provide enhanced services to Los Angeles County residents in the area, in a cost effective manner, in lieu of Roundups. The County supports the Center accepting Household Hazardous Waste, Electronic Waste, and Other Special

Waste from residents throughout Los Angeles County, at no cost to residents, for proper handling; and

WHEREAS, the County will fund the operation and maintenance of the Center, under the terms and conditions described in this Agreement; and

WHEREAS, the Parties intend to continue the operation of the Center while the MRF is in operation.

The Parties therefore agree as follows:

1. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

A. Unless a Party designates a different representative or address for itself by written notice as provided in this Agreement, the representatives of the Parties who are primarily responsible for the administration of this Agreement, and to whom notices, requests, demands and other communications must be given, are as follows:

1. The principal representative of the County is:

Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, California 91802-1460
Fax: (646) 458-4022

With a copy at the same address to:

Mr. Carlos Ruiz
Fax: (626) 458-3569

2. The principal representative of Long Beach is:

Mr. James R. Kuhl
Manager of Environmental Services Bureau
City of Long Beach
2929 East Willow Street
Long Beach, California 90806
Fax: (562) 570-2861

3. The principal representative of EDCO is:

Mr. Steve South
President
224 South Las Posas Road
San Marcos, California 92078
Phone: (760) 744-5615 x155
Fax: (760) 744-8364

4. The principal representative of CSD is:

Ms. Grace Robinson Chan
Chief Engineer and General Manager
P.O. Box 4998
Whittier, California 90607-4998
Phone: (562) 699-7411
Fax: (562) 699-5422

With a copy at the same address to: Mr. Charles Boehmke

B. Notices and demands given by a Party must be in writing and must be given to the other Parties by personal delivery, by overnight courier, by receipted facsimile transmission or by certified mail, return receipt requested. Notices will be deemed given on the date of delivery if sent by personal delivery or receipted facsimile transmission. Notices will be deemed given one day after the date of delivery if sent by overnight courier or certified mail.

C. If the name of the principal representative or other recipients designated to receive the notices, requests, demands, and other communications, or the address or facsimile number of those persons, is changed, written notice must be given at least five working days before the effective date of that change. Notices given before actual receipt of a change notice will not be invalidated by the change.

2. DEFINITIONS

For the purposes of this Agreement, the following words, terms, phrases and their derivations have the meanings set forth below. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number:

A. "Conditionally exempt small quantity generator" or "CESQG," as defined in Section 25218.1(a) of the California Health and Safety Code, means a business concern that meets the criteria specified in Section 251.5 of Title 40 of the Code of Federal Regulations. A generator is a CESQG in a calendar month if the generator generates no more than 100 kilograms of hazardous waste in that month.

B. "Electronic Waste," as defined in Chapter 10, Section 66260, Division 4.5 of Title 22 of the California Code of Regulations ("CCR"), means any electronic device that is identified as hazardous waste because it either exhibits the characteristic of toxicity as specified in Article 3 of Chapter 11 of CCR Division 4.5, and/or is a listed hazardous waste as specified in Article 4.1 of Chapter 11 of CCR Division 4.5. Examples of electronic devices include: computer monitors, televisions, cash registers and oscilloscopes (CRT devices), computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, and some appliances. Electronic device does not mean a major appliance, as defined in California Public Resources Code ("PRC") Section 42166, or other devices that are comprised largely of metals, qualify as "scrap metal" as defined in PRC, and are recycled.

C. "Governmental Requirements" means all past, present, and future federal, state, or local laws, ordinances, statutes, codes, rules, regulations, permits, orders, or decrees in any way affecting the design and construction of the Center or its Operation.

D. "Hazardous Material," as defined in Chapter 6.95, Section 25501, Division 20 of the Health and Safety Code, means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

E. "Household Hazardous Waste," as defined in Chapter 10, Section 66260, Division 4.5 of Title 22 of the California Code of Regulations, is hazardous waste generated incidental to owning and/or maintain a place of residence as also defined in Section 25218.1(e) of the California Health and Safety Code. Household hazardous waste does not include any waste generated in the course of operating a business at a residence.

F. "Maintenance," in the context of Maintenance of the Center, means upkeep of the area in which Operations take place and does not include the maintenance of the exterior of the building in which the Center is housed, surrounding grounds, or equipment as referenced in Paragraph 3(A)(3).

G. "Other Special Waste," as defined in Chapter 10, Section 66260, Division 4.5 of Title 22 of the California Code of Regulations, means a waste that is a hazardous waste only because it contains an inorganic substance or substances that cause it to pose a chronic toxicity hazard to human health or the environment and that

meets all of the criteria and requirements of Section 66261.122 and has been classified a special waste pursuant to Section 66261.124.

H. "Operations Contractor(s)" means a third party that contracts with the County or CSD to perform Operation of the Center or a portion of the Center.

I. "Operating Period" means the time during which the County contributes any funds to the Operational Costs of the Center. The Operating Period begins upon the approval of this Agreement and will run concurrently with the period of operation of the MRF, unless concluded sooner under the provisions identified in this Agreement.

J. "Operation of the Center" or "Operation(s)" means activities for accepting, processing, and arranging for disposal, recycling, or reuse of Household Hazardous Waste, Electronic Waste, and Other Special Waste delivered to the Center by the Public in accordance with specified requirements and standards as provided in Section 3(A), including administration and Maintenance of the Center.

K. "Operational Costs of the Center" means only the following costs reasonably incurred for the administration, Operation, and Maintenance of the Center: (i) all recycling, disposal, and handling costs associated with the management and processing under this Agreement of all Household Hazardous Waste, Electronic Waste, and Other Special Waste delivered by the Public to the Center; (ii) with the prior written approval by the County, not to be unreasonably withheld, delayed, or conditioned, all costs associated with responses to any unforeseen emergencies; and (iii) all costs associated with the Maintenance and administration of the Center. Operational Costs of the Center **do not include**: (i) non-cash items such as depreciation or amortization and (ii) capital expenditures or improvements to the Center.

L. "Operator" means the Party or Parties responsible for the Operation of the Center pursuant to Paragraph 3(A)(5) of this Agreement.

M. "Public" means the occupants of households located anywhere within the boundaries of the County of Los Angeles, including any cities.

3. OPERATION OF THE CENTER AND FUNDING OF OPERATIONAL COSTS

A. Operation of the Center

The Parties shall have the following responsibilities with respect to the Operation of the Center:

1. Prior to the commencement of the Operation of the Center, EDCO shall, at its own expense, obtain all necessary permits and approvals for the Operation and Maintenance of the Center, including, without limitation, those that may be required from the County and the City of Signal Hill in their capacity as regulators,

including from the County's Department of Public Health as the local enforcement agency for State solid waste regulations pursuant to California Public Resources Code Sections 43200, *et seq.*, and including those pertaining to Hazardous Materials and fire safety.

2. Operator is responsible for obtaining the Permit by Rule from the Department of Toxic Substances Control.
3. EDCO shall, at its own expense, perform reasonable preventative maintenance on the equipment listed in Exhibit B, the building, and the surrounding grounds, including reasonable preventative maintenance on the equipment provided by the City, so that Operation of the Center may continue unabated.
4. Whenever the Center is operating, the City shall, at its own expense, provide adequate staff for traffic control at the Center with trained personnel to provide and maintain order as members of the Public enter and exit the grounds of the Center and during their visits to the Center. The City's staff shall also be responsible for providing surveys and other timely materials related to the County's Household Hazardous and Electronic Waste Management Program, as provided by the County, for collecting surveys from participants, and returning completed surveys to the County.
5. The CSD shall assist the County by issuing a request for proposals and evaluating responsive proposals for an Operations Contractor for the Center. Either the CSD or the County may enter into an agreement with the Operations Contractor for the Operation of the Center. If the CSD enters into an agreement with the Contractor, the CSD shall perform oversight of the Operations Contractor's performance of the agreement in accordance with the 1992 Agreement. The Operator of the Center will either be the County or the CSD, as determined by their role in actively conducting Operations or contracting and administration of the Operations Contractor.
6. The County shall pay the Operational Costs of the Center in accordance with Section 3(B) of this Agreement.
7. The Operator will be designated as the generator of all Household Hazardous Waste, Electronic Waste and Other Special Waste collected at the Center during the operation of the Center, as between the Parties of this Agreement.

8. Notwithstanding any other provision in this Agreement, during the Operating Period, the Operation of the Center will be conducted in compliance with the following additional standards and requirements to promote and serve the public interest:
 - a. The Parties intend that the Center will be open to the Public for the drop off of Household Hazardous Waste, Electronic Waste, and Other Special Waste on the second Saturday of each month during the first fiscal year of operation, with regularly scheduled hours for public access, and with an option for expanding up to two Saturdays per month in the future. Upon obtaining available funding and the mutual written consent of the Parties, the Parties may consider adjusting the hours of operation, such as increasing the hours or days of operation. Notwithstanding the foregoing, the County may adjust times and hours of operation to remain within the budgeted funding for the Center, in accordance with Section 3(B).
 - b. The Center will be available to serve all residents of Los Angeles County free of charge.
 - c. Each of the Parties shall participate in notifying the Public on a regular basis regarding the availability of the services offered at the Center at their own expense. The Parties may use a dedicated website and electronic notification or other existing means to notify the Public. The amount and type of notification will be within the discretion of each Party depending upon the capacity of the Center and the response of the Public. The Parties shall coordinate communications to minimize duplication of efforts and ensure consistency of messaging.
 - d. The Operator, either through its own forces or an Operations Contractor, shall staff the Center with trained personnel to properly conduct the Operation of the Center and assist the Public in the drop off of Household Hazardous Waste, Electronic Waste, Other Special Waste, and other wastes that the Center may accept.
 - e. The Operator shall comply with any reporting requirements including but not limited to preparation and submittal of any and all periodic reports, such as the monthly Form 303, but excluding the annual Form 303, to CalRecycle and other responsible state enforcement agencies, and submittal of any and all periodic reports to CalRecycle relating to the

collection of Household Hazardous Waste, in accordance with any relevant State and Federal reporting requirements. The County shall be responsible for submitting the annual Form 303 report to CalRecycle regarding the quantities of waste collected at the Center.

- f. If the Operator determines that an operating deficiency exists at the Center, the Operator shall give written notice to the Parties identifying the operating deficiency. If the deficiency is caused by activities related to the operation of the MRF by EDCO, EDCO shall take appropriate steps to remove or address the deficiency. Otherwise, the Operator, working collaboratively with EDCO, shall have thirty (30) days from the date that the deficiency was first identified to restore Operations to standard. If the operating deficiency is of a nature that cannot be resolved within thirty (30) days, Operator shall have a reasonable additional period of time to resolve the deficiency, if the Operator has commenced resolving the deficiency within the initial thirty (30) day period and diligently pursues resolution in a timely manner and in accordance with a timeline acceptable to the County.

If the Center is wholly inoperable for any period during regular operational hours, Operator and EDCO shall work together to resolve the deficiencies to restore Operations to standard. The County, in its discretion, may contribute funds or labor to resolve the deficiencies. The Operator, after conferring with the other Parties and/or the Operations Contractor as appropriate, shall determine when the Center is safe and functional enough to remain open for collection.

- g. During the Operating Period, the County, CSD and the City may use the Center to collect other wastes, such as appliances or waste tires; provide environmental education, such as composting classes; conduct environmental demonstration projects, such as sustainable landscaping; or other related purposes upon mutual written consent of the Parties. On an appointment basis, the City, the County, CSD or EDCO may also choose to have the Center available for the collection of Hazardous Waste, Electronic Waste, and Other Special Waste generated by small businesses in the County that meet the definition of a CESQG, as defined by the United States Environmental Protection Agency, if the service is made available at no additional cost to the County.

B. Funding Operational Costs of the Center

1. During the Operating Period, the County shall be responsible for paying the Operational Costs of the Center in an amount not to exceed \$500,000 per year, not including County staff costs, except that the County is not responsible for costs that are the responsibility of other Parties pursuant to this Agreement. Notwithstanding any other provision of this Agreement, the County, in its discretion, may determine which activities will be included in the Operation of the Center and funded with County funds, and may reduce the hours or days of operation and the amount and types of Household Hazardous Waste that are accepted at the Center, consistent with all Governmental Requirements.

The County, in its sole discretion, may reduce the frequency and location of Roundups in the vicinity of the Center to account for the funds that the County contributes for Center operation.

2. If the funds contributed by the County are insufficient to operate the Center for an entire fiscal year, the County, at its sole discretion, may do any or all of the following:
 - a. Cease operations at the Center, or reduce the frequency or operating hours of the Center, for the remainder of the year.
 - b. Provide additional funds to operate the Center from the Countywide Household Hazardous Waste Fund or other appropriate funding sources.
 - c. Seek further funding from the City or nearby cities benefitting from the Operation of the Center. The City may, but is not obligated to, provide funds for the Operation of the Center.
3. The Parties shall each have the right, in their sole discretion, to audit: (i) any documentation related to reports submitted to the County or CSD relating to the Center or its Operation and maintenance or (ii) any records or reports relating to the Center maintained by the Parties. The Parties shall cooperate fully in connection with any audit.
4. The Parties shall make a good faith effort to minimize all Operational Costs of the Center.
5. The Parties shall cooperate in good faith to identify and apply for all grants that may become available to help offset the Operational Costs of the Center. The Parties shall meet and confer concerning

the use of proceeds from the grants for the Center. Nothing in this Agreement prevents the Parties from obtaining other grants not related to the Operational Costs of the Center. The Parties shall also cooperate with the County in carrying out any contract or agreement entered into between the County and a product stewardship organization responsible for managing Household Hazardous Waste, Electronic Waste, and/or Other Special Waste that may otherwise be delivered to the Center, including a contract or agreement with paint manufacturers or an association of paint manufacturers pursuant to California Public Resources Code §§ 48700 – 48706, whereby the paint manufacturers may fund or undertake some Operations at their expense relating to the disposal of paint by the Public.

C. Evaluation of the Center

1. During the Operating Period, the County and EDCO shall have the right to monitor and evaluate the Operations of the Center, except that the County shall not be deemed to own or operate the Center under applicable environmental laws or otherwise.
2. As a milestone evaluation, after two years (24 months) (the "Evaluation Period") beginning with the first day of the commencement of the Operation of the Center, the County shall organize a meeting(s) with EDCO, CSD and the City to evaluate the Operation of the Center in accordance with the following evaluation criteria:
 - a. Cost per volume (or tonnage) of specific Household Hazardous Waste collected when compared to that of Roundups in the vicinity of Long Beach based on data from 2006 through the commencement of the Evaluation Period;
 - b. Quantities of Household Hazardous Waste collected compared to that of Roundups in the vicinity of Long Beach based on data from 2006 through the commencement of the Evaluation Period;
 - c. The ability of the Center to service County and City residents based on surveys conducted at the Center compared to that of Roundups conducted from 2006 through the commencement of the Evaluation Period. The surveys will include, but not be limited to, the total number of participants from each jurisdiction. The Operations Contractor shall conduct the surveys;

- d. Accessibility and convenience to residents of the City, the unincorporated County areas and the surrounding communities; and
 - e. Other criteria deemed significant and relevant.
3. Upon completion of the Evaluation Period, the Parties shall determine whether the continued Operation of the Center will be mutually beneficial and cost-effective. If determined to be mutually beneficial and cost-effective, as confirmed by written statements of the Parties, the Center shall continue to operate for the remainder of the Operating Period, unless this Agreement is terminated pursuant to Section 5 below.
4. If agreement is not reached by the Parties concerning the continued Operation of the Center, as provided for above in Paragraph 3(C)(3), then the following provisions shall apply:
- a. The County's and CSD's obligations under this Agreement relating to funding and Operations will terminate;
 - b. The City/EDCO may continue to operate the Center without the participation of the CSD or the County's further participation in funding the Operation of the Center; and
 - c. The Parties shall direct their respective staffs to meet and confer regarding cooperation to continue to provide Household Hazardous Waste collection programs for the benefit of all City residents, including the possible funding of Roundups, the Center, or other permanent facilities to be considered at the sole discretion of each of the governing boards of the Parties.
5. The County and the CSD shall provide EDCO and the City written data that is available from their records from the two previous calendar years associated with the Roundups in Long Beach, including data relating to vehicles used, Roundup costs incurred, volume of waste collected, and performance of waste characterization.

**4. HOUSEHOLD HAZARDOUS WASTE COLLECTION CENTER
INDEMNIFICATION AND INSURANCE PROVISIONS**

A. The County shall defend, indemnify and hold harmless CSD, EDCO, and the City, and their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses,

including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by Signal Hill or EDCO) resulting from the County's acts, errors and omissions, or those committed by its officers, employees, or other representatives, subcontractors and agents, arising out of or related to its obligations under this Agreement.

B. EDCO shall defend, indemnify and hold harmless the County, CSD and the City, and their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by Signal Hill or EDCO) resulting from the acts, errors and omissions, or those committed by its officers, employees, representatives, subcontractors or agents, arising out of or related to EDCO's performance of its obligations under this Agreement or from the operation of its MRF or the ownership and maintenance of EDCO's property.

C. The City shall defend, indemnify and hold harmless the County, CSD and EDCO and their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by Signal Hill or EDCO) resulting from the City's negligent or intentional acts, errors, and omissions or those committed by its officers, employees, representatives, subcontractors, or agents arising out of or related to its performance of its obligations under this Agreement.

D. CSD shall defend, indemnify and hold harmless the County, City, and EDCO and their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by Signal Hill or EDCO) resulting from CSD's negligent or intentional acts, errors, and omissions or those committed by its officers, employees, representatives, subcontractors, or agents arising out of or related to its performance of its obligations under this Agreement.

E. The Operator shall defend, indemnify, and hold harmless the other parties and their officers, employees, and agents from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees arising out of or attributable to the release, handling, transport, arrangement, or disposal of hazardous materials stemming from the Operator's obligations for the Operation of the Center, including liability under the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

F. EDCO shall fully insure the Center to cover at a minimum its full replacement value, and shall also maintain general liability insurance.

G. To the extent that CSD or the County retain an Operations Contractor to perform Operation of the Center, they shall include a provision in the agreement with the Operations Contractor requiring the Operations Contractor to fully insure its Operations based on limits and types of coverage consistent with the standards generally applied to similar facilities in the State, naming CSD, County, EDCO, and the Cities of Signal Hill and Long Beach as additional insureds. This insurance and its limits will be subject to review and approval of EDCO, the CSD, and the County, and the Operations Contractor shall be required to provide proof of insurance to the County, CSD, EDCO and the Cities.

5. MISCELLANEOUS PROVISIONS

A. Amendments. This Agreement may be amended or modified only by mutual written consent of the Parties.

B. Termination of the Agreement. Subject to certain provisions of this Agreement which shall survive the expiration or early termination of this Agreement, the term of this Agreement commences on the Effective Date and will remain in effect during the Operating Period unless terminated by any of the Parties pursuant to Paragraph 3(C)(4) or this Section 5.

The Agreement may also be terminated by any of the Parties at their sole discretion upon providing 120 days written notice to the other Parties. Upon such written notification, the Parties shall meet and confer in order to develop a plan to provide alternative Household Hazardous Waste collection services to the residents in the area of the Center.

C. Jurisdiction and Venue. If any action at law or inequity is brought to enforce or interpret any provisions of this Agreement, that action must be initiated in Federal or State courts located within Los Angeles County, State of California, regardless of any other possible jurisdiction or venue.

D. Entire Agreement. This Agreement embodies the entire Agreement between the Parties. It may not be modified or terminated except as provided in this Agreement.

E. Severability. If any provision of this Agreement is found to be invalid, the invalidated provision will be considered deleted and shall not invalidate the remaining provisions of the Agreement, which will continue in full force and effect unless their enforcement under the circumstances would be unreasonable, inequitable or would otherwise frustrate the purposes of this Agreement. The Parties will meet and confer and provide cooperation to resolve any invalidated material provision.

F. Binding Upon Successors. This Agreement is binding upon and inures to the benefit of each of the Parties and to their respective transferees, successors and assigns.

G. Counterpart Execution. This Agreement must be executed as duplicate originals, each of which will be deemed to be an original and all of which will constitute one and the same instrument.

H. Applicable Law. This Agreement and the transactions contemplated by it are to be construed in accordance with and governed by the applicable laws of the State of California.

I. Authority. The persons signing below represent that they have the requisite authority to bind the Party on whose behalf they are signing.

J. Effective Date. This Agreement becomes effective on the Effective Date. The Effective Date will be the date that the last of the Parties executes this Agreement. Following its execution by all Parties, the County Clerk shall insert the Effective Date in all counterparts of this Agreement and transmit one or more fully executed counterparts to all Parties.

K. Relationship. Nothing in this Agreement will in any manner be construed as creating any relationship between the Parties as partners, joint-venturers, agents, employers, or employees.

The Parties are signing this Agreement as of the date set forth below the authorized signature.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

Date _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By Julia Weisman
Deputy

ATTEST:

By _____
City Clerk

CITY OF LONG BEACH

By [Signature]
Title Assistant City Manager
Date 1.3.13

APPROVED AS TO FORM:

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy City Attorney

ATTEST:

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By *Donald W. Fementa*
Chairperson

Date JAN 09 2013

ATTEST:

By *Kimberly S. Compton*
Secretary

APPROVED AS TO FORM:

LEWIS BRISBOIS BISGAARD & SMITH LLP

By *[Signature]*
District Counsel

:

EDCO TRANSPORT SERVICES, LLC,
a California limited liability company

By *[Signature]*
Title PRESIDENT
Date JANUARY 3, 2013

(OPTIONAL)
APPROVED AS TO FORM:

Company Attorney

EXHIBIT A

COUNTY/CSD HHW COLLECTION AGREEMENT



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

808 SOUTH FREMONT AVENUE
 ALHAMBRA, CALIFORNIA 91803-1331
 Telephone: (818) 434-5100

THOMAS A. TIDEMANSON, Director

ADDRESS ALL CORRESPONDENCE TO
 P.O. BOX 1460
 ALHAMBRA, CALIFORNIA 91802-1460

January 9, 1992

IN REPLY PLEASE
 REFER TO FILE **WH-3**

Honorable Board of Supervisors
 County of Los Angeles
 383 Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

6 5

JAN 21 1992

Dear Supervisors:

LOS ANGELES COUNTY
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM
ALL SUPERVISORIAL DISTRICTS

LARRY J. MONTEILN
 EXECUTIVE OFFICER

RECOMMENDATIONS:

That your Board:

1. Approve the enclosed Household Hazardous Waste Collection Agreement with the County Sanitation Districts of Los Angeles County (CSD) for household hazardous waste collection activities to be jointly conducted by the County and the CSD.
2. Instruct the Chairman to sign the Agreement.
3. Request the CSD Board of Directors to approve the Agreement.
4. Instruct the Director of Public Works to implement the Agreement.

On August 29, 1989, your Board instructed the Director of Public Works to formulate and implement the recommended Countywide Household Hazardous Waste Collection Program (HHWCP). As part of the initial implementation activities, your Board, on March 20, 1990, approved a Household Hazardous Waste Collection Agreement with the CSD for an Interim Household Hazardous Waste Collection Program consisting of single-day roundups at sites located Countywide. Program expenses were equally funded by the Los Angeles County Refuse Disposal Trust Fund and the Sanitation Districts Refuse System Fund.

Honorable Board of Supervisors
January 9, 1992
Page 2

Under this existing Agreement, a total of seven roundups have been held at various locations throughout the County. Approximately 15,300 residents brought approximately 158,000 gallons of HHW to the Roundups at a total cost of \$2,377,897.

The proposed Agreement would allow the cooperative efforts of the County and the CSD to continue, but would not limit collection activities to single-day roundups. This will facilitate transition from the interim program to the permanent program which will provide services to all residents of Los Angeles County on a scheduled basis at designated sites located Countywide.

In accordance with your Board's action of August 15, 1991, providing for HHWCP funding under the Solid Waste Management Fund, all expenses for activities under the proposed Agreement will be funded from this source.

County Counsel has reviewed and approved the enclosed Agreement as to form.

Please return four approved copies of this letter to the Department of Public Works together with four fully executed copies of the Agreement.

Very truly yours,



T. A. TIDEMANSON
Director of Public Works

BDH:sg
HHWBDLTR

Enc.



THOMAS A. TIDEMANSON, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**100 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91802-1311
Telephone: (818) 458-3100ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 9, 1992

IN REPLY PLEASE REFER TO FILE **WM-2****LOS ANGELES COUNTY
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM****Executive Summary**
(3 vote)

Request: Approve the revised Household Hazardous Waste (HHW) Collection Agreement for HHW collection activities to be conducted by the County in cooperation with the County Sanitation Districts of Los Angeles County (CSD). Request the CSD Board of Directors to approve the Agreement. Instruct the Director of Public Works to implement the provisions of the Agreement.

Fiscal Impact:

The Interim Countywide Program of HHW Collection Roundups has been equally funded by the Los Angeles County Refuse Disposal Trust Fund and the Sanitation Districts Refuse System Fund. The proposed Agreement would, instead, fully fund the permanent Countywide HHW Collection Program through the County Solid Waste Management Fund, as provided for by the August 15, 1991, action of the Board of Supervisors. No General Fund monies will be used for activities conducted in connection with the Agreement.

Issues:

On March 20, 1990, the Board of Supervisors approved a five-year Household Hazardous Waste Collection Agreement with the CSD for roundups to be jointly conducted and equally funded by the County and the CSD. The roundups were to function as the Interim Countywide HHW Collection Program. To date, seven roundups, serving a total of 15,300 residents, have been held. The document currently before the Board replaces the earlier Agreement.



**MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

Larry J. Montellh, Executive Officer
Clerk of the Board of Supervisors
383 Hall of Administration
Los Angeles, California 90012

Director of Public Works

At its meeting held January 21, 1992, the Board took the following action:

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The following matter was called up for consideration:

Director of Public Works' recommendation to approve revised Household Hazardous Waste Collection agreement with the County Sanitation Districts (CSD), for household hazardous waste collection activities to be jointly conducted by the County and the CSD; request the CSD Board of Directors to approve agreement; and instruct the Director of Public Works to implement the agreement.

Thomas A. Tidemanson, Director of Public Works, addressed the Board.

After discussion, on motion of Supervisor Edelman, seconded by Supervisor Dana, unanimously carried, the Board approved the Director of Public Work's attached recommendations.

In addition, the Director of Public Works was instructed to report back within six weeks on Heal the Bay's attached report entitled "Hidden Toxics In Our Homes: The Household Hazardous Waste Crisis."

10121-7.com

Attachments

Copies distributed:

Each Supervisor
Chief Administrative Officer
County Counsel
Chief Engineer, County
Sanitation Districts

65839

HOUSEHOLD HAZARDOUS WASTE
COLLECTION AGREEMENT

This Agreement is made and entered into this 1st day of February, 1992, by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County"), and County Sanitation District No. 2 of Los Angeles County (hereinafter referred to as "District").

Whereas, the County and the District agree to formulate a Countywide Household Hazardous Waste Collection Program ("HHWCP") to provide Los Angeles County residents with an environmentally safe means and location to dispose of household hazardous wastes in accordance with Division 30 of the California Public Resources Code. The HHWCP will have the additional benefit of reducing the potential for the illegal disposal of household hazardous waste at landfills throughout Los Angeles County.

Whereas, the County and the District agree to conduct household hazardous waste ("HHW") collection activities at mutually agreed upon dates and locations throughout Los Angeles County.

NOW, THEREFORE, the County and the District agree as follows:

Article 1. DEFINITIONS

For purposes of the HHW collection activities only, household hazardous waste includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, and paints. Explosives, ammunition, radioactive materials, and infectious wastes are excluded.

Article 1 WASTE COLLECTION

1. The County and the District agree to conduct HHW collection activities at dates and locations agreed to by the County's Director of Public Works ("Director") and the Chief Engineer and General Manager ("Chief Engineer") of the District. The County and the District agree to arrange with private and public entities to secure suitable locations to host the collections. The Chief Engineer is authorized to enter into agreements, including contracts, licenses and/or permits, on behalf of the County and the District upon such terms and for such consideration as he deems appropriate in order to secure acceptable sites for the HHWCP. All such agreements shall previously have been approved by the Director.

2. The District agrees to arrange, in a manner acceptable to the County, to receive, separate, package, store, and transport all household hazardous waste collected from the HHW collection activities to designated and fully permitted hazardous waste treatment, storage, disposal, and/or recycling facility(s). The Chief Engineer is authorized to enter into such agreements on behalf of the District as he deems necessary to effectuate the purposes of this paragraph, all such agreements to be upon such terms and for such consideration as he deems appropriate. All such agreements shall previously have been approved by the Director.

3. The County will be responsible for the development and implementation of public education and information activities. The District will assist the County in HHWCP advertising efforts.

4. The District shall develop and submit to the County for Director's concurrence, prior to implementation, any operation plans for the HHW collection activities.

5. The District or its authorized representative shall obtain any Federal, State, County, or local permits to conduct the HHW collection activities.

6. The District agrees that any contract, agreement, or permit issued by the District for any collection activity resulting from this Agreement, shall be in a form acceptable to the Director in form and content.

Article 3. FUNDING

1. ALL costs incurred in developing and implementing this Agreement shall, to the extent not offset by any State grants or other sources, be funded through the Los Angeles County Solid Waste Management Fund. The County agrees to pay any contractor hired by the District to conduct the HHWCP or the public education and information activities. Contractors' invoices shall be verified and submitted to the County by the District. The County further agrees to reimburse the District for any direct costs which the District has incurred in performing its duties and obligations pursuant to this Agreement.

2. The County will be responsible for applying for any State or other grants available for conducting HHW collection activities.

Article 4. INDEMNIFICATION

1. The County shall indemnify and hold the District free and harmless from any and all liability, claims, loss, damages, or expenses, including defense costs and legal fees, arising by reason of bodily injury, death, personal injury, or property damage resulting from the County's acts or omissions in conducting HHW collection activities under this Agreement.

2. The District shall indemnify and hold County free and harmless from any and all liability, claims, loss, damages, or expenses, including defense costs and legal fees, arising by reason of bodily injury, death, personal injury, or property damage resulting from District's acts or omissions in conducting HHW collection activities under this Agreement.

3. The County further agrees to indemnify, hold harmless and defend any public or private landowner, or authorized lessee, who permits use of its property to host HHW collection activities provided for under this Agreement against any claims, penalties, injuries, damages or liabilities arising out of or associated with the HHW collection activities. This provision shall only apply when the private or public landowner has offered use of its property for HHW collection without compensation, except for nominal processing fees.

Article 5. TERM AND RIGHT OF TERMINATION

1. The initial term of this Agreement shall commence on the date hereof and shall be in effect for a period of ten (10) years thereafter. In the event that either the County or the District fail to take action terminating this Agreement by giving written notice at the end of this ten year period, then this Agreement shall be extended for an additional ten (10) years. If this Agreement is so extended and either the County or the District fail to take action terminating this Agreement on or before the succeeding ten (10) year anniversary of the effective date of this Agreement, then this Agreement shall be extended in ten (10) year intervals until such action is taken, it being the intent of the parties that termination may be effectuated only by deliberate action by either party.

2. The Director or the Chief Engineer may terminate this Agreement at any time upon thirty (30) days written notice.

Article 6. ASSIGNMENT

1. The District's rights and obligations under this Agreement shall not be transferred, delegated, or assigned except with the express written consent of the Director, which consent shall not be unreasonably withheld. The County's rights and obligations under this Agreement shall not be transferred or assigned except with the express written consent of the Chief Engineer, which consent shall not be unreasonably withheld. Any and all transfers and assignments shall be made expressly subject to all terms and

conditions set forth herein.

Article 7. TERMINATION OF PRIOR AGREEMENT

It is mutually agreed that, upon the effective date of this Agreement, the Household Hazardous Waste Collection Agreement of March 20, 1990 shall terminate and be of no further force and effect, but the parties to such Agreement shall nevertheless pay and discharge all obligations previously accrued thereunder, pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by COUNTY SANITATION DISTRICT No. 2 of LOS ANGELES COUNTY on January 22, 1992 and by the COUNTY OF LOS ANGELES ON FEB 1 1992.

APPROVED AS TO FORM:
KNAPP, MARSH, JONES & DORAN
District Counsel

COUNTY SANITATION DISTRICT No. 2
OF LOS ANGELES COUNTY

By: Burt Marsh
ATTEST:

By: Harold C. Walters
Chairperson, Board of Directors

[Signature]
Secretary

APPROVED AS TO FORM:
DE WITT W. CLINTON
County Counsel

COUNTY OF LOS ANGELES

By: Deborah Tries
Deputy

By: [Signature]
Chairman, Board of Supervisors

ATTEST: LARRY J. MONTEILH
EXECUTIVE OFFICER —
CLERK OF THE BOARD OF SUPERVISORS
By: [Signature] Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

65 JAN 21 1992

[Signature]
LARRY J. MONTEILH

EXHIBIT "B"

HHW Inventory

Vendor	Equipment	Property ID Number
Yale Chase	Forklift - Unit 14751	83973 - Silver Tag
ECP	(3) hazardous materials storage locker/prefabricated buildings w/12 shelves (4 each building)	83974 - 83976 - Silver Tags
Pacific Lift and Equipment	(1) Oberg Filter Crusher	23953 - Yellow Tag
All Safe Industries	(1) MiniRae 3000 gas detector	23954 - Yellow Tag
Sentry Video	(1) digital video recorder	23955 - Yellow Tag
Sentry Video	(6) Sentry Eyemax 560 camera	23956 - 23961 - Yellow Tags
Sentry Video	(2) Sentry Infrared 4777 camera w/6-mm fixed lens	23962, 23963 - Yellow Tags
San Diego Scale	(1) 2'x2' scale	23964 - Yellow Tag
Calolympic	(2) safety cabinets for corrosives	23965, 23966 - Yellow Tags
Core-Rosion Products	(1) waste oil storage tank	23967 - Yellow Tag
Core-Rosion Products	(1) 250-gallon waste antifreeze tank	23968 - Yellow Tag
Grainger	(4) powered exhaust vents	23969-23973 - Yellow Tags
Grainger	(1) emergency eye and shower station	23974 - Yellow Tag
Grainger	(1) equipment locker	23975 - Yellow Tag
Grainger	(2) 8-drum containment pallet	23976, 23977 - Yellow Tags
Grainger	(2) handling carts (48"x30")	23978, 23979 - Yellow Tags
Grainger	(1) deep shelf cart (18x30)	23980 - Yellow Tag
Grainger	(1) 4-drum containment pallet	23981 - Yellow Tag
Grainger	(4) material sorting tables	23982 - 23985 - Yellow Tags
Grainger	(2) roof curbs for power vents	23986, 23987 - Yellow Tags
Seton	(1) 95-gallon hazardous spill kit	23988 - Yellow Tag
Sentry Video	(3) rolls siamese twin cables	
Sentry Video	(1) 23" Samsung flatscreen High-Definition monitor	
Sentry Video	(1) power panel	
Sentry Video	(3) outdoor housings	
Sentry Video	(6) wall mounts	
Sentry Video	(16) BNC connectors	