



ADDENDUM FOR REQUEST FOR PROPOSALS FOR ELECTRONIC WASTE TRANSPORTATION AND RECYCLING SERVICES FOR THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (SCWMA)

QUESTIONS AND ANSWERS:

- 1. E-mail submittals in 3.1B requires three copies. Please clarify that we can submit one (1) electronic OR three (3) paper copies.**

Correct. Electronic copies only need to be submitted once to the contact listed in the RFP. If paper copies are submitted, the SCWMA requires three copies.

- 2. The RFP states on March 23, 2018, Addenda Distribution Information is due. What is that?**

Addenda distribution information is contact information for companies who wish to receive the addendum. If you received SCWMA's RFP via email, the SCWMA already has your addenda distribution information.

- 3. The RFP specifically called out e-Stewards; can you accept proposal from recyclers with other certifications?**

Yes. E-Stewards was meant to serve as an example of an appropriate certification, but not the only option SCWMA accepts. Recyclers with other environmental certifications are welcome to submit proposals.

- 4. Will a proposer be deducted points for being R2 certified and not E-Steward certified?**

No.

- 5. What is the need for one (1) E-Waste Collector and one (1) E-Waste handler on site?**

Currently, the E-Waste Handler is usually the only e-waste contractor on site. The E-Waste Recycler is only onsite when picking up a trailer of presorted e-waste. The existing E-Waste Handler does not provide recycling services and SCWMA's E-Waste Recycling agreement does not currently require handling/sorting activities. Similarly, the two contracts are on different term cycles. The E-Waste Handling contract expires in February of 2019 and the SCWMA is open to the idea of the E-Waste Recycler taking over E-Waste Handling responsibilities upon expiration of the Handling agreement. If a proposer is interested in taking over the E-Waste Handling agreement in February 2019, please specify in your response.

6. Would SCWMA be open to separating the UWEDS prior to pick up?

Currently, the SCWMA's E-Waste Handler sorts UWEDS prior to pick-up, so Proposers must submit a proposal with that assumption. The SCWMA is open to the option of the E-Waste Handler OR the E-Waste Transportation and Recycling contractor providing sorting, provided the acceptance of unsorted UWEDS is clearly submitted as an alternative to the original proposal.

7. Would SCWMA be open to the proposer to sort UWEDS after pick up and pay accordingly for good material and charge for low end material?

The SCWMA requires the proposal contain pricing for pre-sorted material for comparison purposes. Proposer may also submit pricing for an alternative scenario of post-collection sorting, provided this scenario clearly describes the payment (or charge) by material type.

8. Photovoltaic Devices (solar lights, solar panels, etc.) are considered hazardous waste per DTSC. DTSC has yet to adopt the regulation to accept this material as universal waste. Are such items currently accepted at any of the SCWMA sites and part of this RFP?

No, however if the Proposer has the ability to process them through this agreement, the SCWMA would consider pricing on the collection and processing of photovoltaic devices. SCWMA expects the E-Waste Transportation and Recycling contractor to be able to accept photovoltaic devices if and when DTSC classifies them as universal waste.

9. Can the Proposer supply e-waste cages at the 5 collection sites for on-site source separation and collection of material?

While this is possible, the rest of your proposal will need to support the option. There is currently no covered space aside from inside roll-off containers. Similarly, SCWMA's current E-Waste Handling contractor only sorts at the Central Disposal Site due to space and staffing. Proposers should understand the current collection system's strengths and limitations in order to propose alternate systems.

10. What is the approximant pick-up frequency per 5 locations?

For clarification, the current E-Waste Transportation and Recycling contractor picks up ALL e-waste from the Central Disposal Site in Petaluma. Since all e-waste is consolidated at the Central Disposal Site, SCWMA's current E-Waste Transportation and Recycling contractor picks up e-waste once to twice a week at the Central Disposal Site. Below is the frequency of containers brought to the sorting area at the Central Disposal Site.

Central Disposal Site (Petaluma) – Once a week (Petaluma e-waste only)
Annapolis Transfer Station (TS) – Once every 3 months
Guerneville TS – Once a month
Healdsburg TS – Once every 3 weeks

Sonoma TS – Once every 3 weeks

11. How many public drop off bins are needed?

Enough to offer adequate drop-off service to the public at each transfer station. Currently, one roll-off is at each transfer station with the exception of the Central Disposal Site which has two roll-offs. The proposer may offer different suggestions and methodologies.

12. What is the current collection equipment used at each location?

Each public drop-off area at the transfer stations has one covered 50 yard roll-off container with the exception of the Central Disposal Site which has two roll-offs.

In the e-waste sorting area, the equipment currently includes a forklift, cardboard gaylords, pallets, and metal baskets.

13. Do all 5 transfer stations have the storage area for 2 (two) or more- 40-yard bins? If not all, which locations do?

Two roll-offs at each transfer station would require permission from Republic Services, but it is a possibility provided this plan is clearly submitted as an alternative to the original proposal.

14. Please detail any issues of access to the material by location i.e. Forklift Availability, Truck Access, Days and Hours.

One forklift is in use at the Central Disposal Site in the e-waste sorting area that belongs to Republic Services, the landfill managers.

Each site can accommodate truck access during regular business hours for the public e-waste drop off area. The Central Disposal Site has two e-waste areas: the public e-waste drop off area is on pavement and is easily accessible, and the e-waste sorting area is up a hill on landfill property. Rain occasionally limits access to the e-waste sorting area as this portion is accessed by a dirt and gravel road.

Hours of operation at each site are as follows:

Annapolis Transfer Station, W-Sa, 8 am- 4 pm

Central Disposal Site, M-Sa, 7 am – 3 pm

Guerneville Transfer Station, M-Tu & Th-Sa, 8 am – 4 pm

Healdsburg Transfer Station, M-Sa, 8 am – 4 pm

Sonoma Transfer Station, M-Sa, 7 am – 3 pm

15. Does each location have a forklift to load?

There is one forklift in use at the Central Disposal Site in the e-waste sorting area that

belongs to Republic Services, the landfill managers.

16. Can a 53’ trailer be used to go to multiple sites to fill the trailer with material?

Yes, there is space to accommodate a 53’ trailer at each of the public e-waste drop off areas at all transfer stations, as well as the e-waste sorting area at the Central Disposal Site.

17. Can any of the 5 sites be serviced with a 53’ trailer? If not all sites, which sites can be serviced with a 53’ trailer?

Yes, there is space to accommodate a 53’ trailer at each of the public e-waste drop off areas at all transfer stations, as well as the e-waste sorting area at the Central Disposal Site.

18. Is there an area at all 5 sites to have a spotted 53’ trailer? If not all sites, which sites can?

No; the Central Disposal Site sorting area is the only site that currently has a spotted trailer. The Sonoma Transfer Station and Guerneville Transfer Station may have the ability to accommodate a spotted 53’ trailer but would require permission from Republic Services. If a proposer wishes to have a spotted trailer at a site other than the Central Disposal Site, they must clearly state it as an alternative to the original proposal.

19. What is the breakdown of annual volume per each 5 (five) locations, per material, for 2015, 2016 and 2017?

Site/Year	CRT Devices Lbs.	Non-CRT CEW Lbs.	Misc. E-Waste Lbs.
Annapolis 2015*	12,836	0	-
Annapolis 2016	2,673	0	2,738
Annapolis 2017	34,811	5,128	34,128
Central Disposal Site 2015*	314,836	20,826	322,378
Central Disposal Site 2016	332,830	36,072	381,333
Central Disposal Site 2017	257,033	55,415	326,676
Guerneville 2015*	65,352	1,056	-
Guerneville 2016	27,405	332	16,620
Guerneville 2017	71,784	19,719	110,002
Healdsburg 2015*	103,373	0	-
Healdsburg 2016	76,882	8,354	82,345
Healdsburg 2017	134,323	23,231	158,980
Sonoma 2015*	119,196	617	-
Sonoma 2016	101,928	4,976	91,692
Sonoma 2017	117,455	24,975	142,302

*2015 Non-CRT CEW and 2015 Misc. E-Waste totals are estimates. Exact numbers cannot be provided in a reasonable timeline.

20. Can you provide a breakdown of the Volume by Location? CRT's Devices, Non-CRT CEW, Misc. E-Waste.

See table in question #19.

21. During the Proposal Tour, Proposers were not allowed to go up to the sorting site. Can you provide pictures of the site?

See photos below and on next page.





22. What company holds the current bid, and can we receive a copy of the latest awarded bid?

ECS Refining is the SCWMA's current E-Waste Transportation and Recycling contractor. A copy of the agreement will be attached at the end of the Questions and Answers document.

23. Can you provide the current pricing being paid by the past vendor for the year 2017?

From Agreement:

Payment. For all services and incidental costs required hereunder, Contractor shall pay Agency \$0.27/pound for all SB20 qualified Covered Electronic Devices (Cathode Ray Tubes) and \$0.20/pound for SB20 qualified Flat Panel Display Devices, as defined in Chapter 8.5, of Part 3 of Division 30 of the California Public Resources Code, commencing with Section 42460, and Article 10.3, of Chapter 6.5 of Division 20 of the California Health and Safety Code, commencing with Section 25214.9 and Title 14 of the California Code of Regulation (CCR), Division 7, Chapter 8.2, commencing with Section 18660.5, collected and transported by the Agency to the ECS processing facility. Contractor shall pay Agency \$0.18/pound for Rear Projection televisions. Contractor shall pay Agency \$0.15/pound for Personal Computers (PC). Contractor shall pay Agency \$0.25/pound for Mixed Cable. Additionally, because there is not currently a State payment program in place for payment for universal waste electronic devices ("UWEDs"), Contractor shall charge the Agency \$0.08/pound for UWEDs. Contractor shall charge the Agency \$0.08/pound for Household Appliances. Should the State change the collector and/or recycler payment system, Contractor and Agency shall renegotiate the payment.

24. Can you provide the current pricing being charged by the past vendor for the year 2017?

See answer to question #23.

25. Is your current vendor charging you for freight?

No, however the current vendor charges a \$49.99 per trailer exchange fee.

26. Is your current vendor charging you for supplies (pallets, gaylords and shrink wrap)?

The current vendor is charging the SCWMA for shrink wrap at \$39.95 for a box of 4. All other supplies are provided at no charge.

27. Can you confirm that \$1M commercial general, \$1M pollution, \$1M auto, workers comp, plus \$10M umbrella policy per occurrence surpasses bid requirements?

Provided that all other insurance requirement terms are met, including additional insured endorsement pages for each policy, SCWMA can accept this as meeting bid requirements.

AGREEMENT FOR ELECTRONIC WASTE TRANSPORT AND RECYCLING
SERVICES

This agreement ("Agreement"), dated as of June 1, 2012 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and ECS Refining, LLC., (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Electronic Waste ("E-Waste") Transportation and Recycling Services and related services; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor for transporting and recycling E-Waste collected at the Central Disposal Site.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for E-Waste Transport and Recycling Services. Contractor shall perform services as defined in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7 of this Agreement. In the event of a conflict between the body of this Agreement and Exhibit "A," the provisions in the body of this Agreement shall control.

1.2 Cooperation with Agency. Contractor shall cooperate with Agency and Agency staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement

pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall pay Agency \$0.27/pound for all SB20 qualified Covered Electronic Devices (Cathode Ray Tubes) and \$0.16/pound for SB20 qualified Flat Panel Display Devices, as defined in Chapter 8.5, of Part 3 of Division 30 of the California Public Resources Code, commencing with Section 42460, and Article 10.3, of Chapter 6.5 of Division 20 of the California Health and Safety Code, commencing with Section 25214.9) and Title 14 of the California Code of Regulation (CCR), Division 7, Chapter 8.2, commencing with Section 18660.5, collected and transported by the Agency to the ECS processing facility. Should the State change the collector and/or recycler payment system, Contractor and Agency shall renegotiate the payment. Additionally, because there is not currently a State payment program in place for payment for universal waste electronic devices ("UWEDs"), Contractor shall pay Agency \$0.02/pound for UWEDs. If at any point during the term of this Agreement, the State of California enacts legislation or the Department of Resources Recycling and Recovery (CalRecycle), or any other State agency adopts regulations providing for reimbursement of the costs of managing universal waste electronic devices or consumer electronic wastes devices, however they are labeled, Contractor shall immediately pay Agency the full rate set forth by the legislation or regulation for each device, excluding any amount allocated for recycling or disposal. Weight will be determined by Contractor weighing each pallet and Agency UWED container upon receipt. Contractor shall use tare weights of 35 pounds/pallet, 75 pounds/gaylord/pallet, and 160 pounds/Agency UWED container (baskets), unless

different weights are approved in writing by the Executive Director of the Agency, and the tare weight shall be subtracted from the total shipping weight to determine the net weight for which the Agency's payment shall be based. Contractor shall pay Agency within sixty (60) days of shipment in accordance with CCR Title 14 § 18660.13.

3. Term of Agreement. The term of this Agreement shall be from June 1, 2012 to February 11, 2017, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.10 and shall submit to Agency payment up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by Agency, Contractor shall pay to Agency the required amount for all shipments received to date of termination; provided, however, that if Agency terminates the Agreement for cause pursuant to Article 4.2, Agency shall deduct from such amount the amount of damage, if any, sustained by Agency by virtue of the breach of the Agreement by Contractor.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole

negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.5 Pollution Liability Insurance. One million dollars (\$1,000,000) each occurrence/ Two million dollars (\$2,000,000) policy aggregate, inclusive of legal defense costs.

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.6 Documentation. The following documentation shall be submitted to the Agency:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of Agency's request.

6.7 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.8 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Agency, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and

without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to Agency.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase or decrease the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release.

9.2 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

9.3 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish Agency with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by Agency, Contractor shall complete and file and shall require any other person doing work under Contractor and this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Contractor's or such other person's financial interests.

9.7 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment Of Rights. Contractor assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's

responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

9.10 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

Agency: Sonoma County Waste Management Agency
Attention: Lisa Steinman
2300 County Center Drive, Suite 100 B
Santa Rosa, CA 95403
Phone: (707) 565-3632
FAX: (707) 565-3701

Contractor: ECS Refining, LLC.
Attention: James. L. Taggart
705 Reed Street,
Santa Clara, CA 95050
Phone: (408) 200-7020
Fax: (408) 998-5154

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 Approved Recycler Status. Contractor must be an Approved Recycler with the State of California Department of Resources Recycling and Recovery (CalRecycle) and maintain this designation throughout the term of this Agreement. Contractor must notify Agency before accepting any shipments after any change in status. Loss of Approved Recycler designation shall be considered a breach of this Agreement.

13.2 Compliance with all Applicable Laws and Regulations. Contractor shall comply with all Federal, State, and/or Local Regulations, and relevant international law.

13.3 No Solid Waste Landfilling or Incineration. Contractor shall not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.

13.4 No Exporting Outside of OECD Countries. Contractor shall assure that all materials that test as characteristic hazardous waste under California Law

remain with the United States or Organization for Economic Cooperation and Development (OECD) members countries, excluding Mexico, until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.

13.5 Downstream Compliance of Regulations. To ensure integrity of the entire recycling chain, including downstream intermediaries and recover operations such as smelters, the Contractor shall only utilize a company that is in strict compliance with all applicable Nation, Regional and/or Local environmental and health and safety regulations.

13.6 Notifications of Violations. Contractor shall provide copies of any notices of violation that it or any of its subcontractors receive from a regulatory agency during the term of this Agreement. Contractor shall provide to the Agency copies within three (3) business days of receiving them.

13.7 Auditing. Contractor, at its sole expense, shall make all of its facilities and related documentation available to Agency for onsite and paper audits by Agency or designated third-party auditor. Additionally, Contractor, at its sole expense, shall arrange for all contractor/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by Agency or designated third-party auditor.

13.8 Downstream Chain-of-Custody Reporting. Contractor must provide a downstream chain-of-custody-and-disposition report. Agency may request that report with every invoice or as needed. The downstream report shall include both hazardous and non-hazardous components, including but not limited to: identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.

13.9 Financial Assurances. The Contractor shall provide adequate financial assurance to cover environmental and other costs of the closure, of all its processing facilities, and additionally to provide liability insurance for accidents and incidents involving wastes under the control and ownership of the supplier.

13.10 Non-Exclusivity. Contractor expressly acknowledges that this is not an exclusive Agreement and that Agency may simultaneously or successively contract with other contractors for the same or similar services. Agency does not guarantee any minimum or maximum amounts of E-waste or income to Contractor. If Agency chooses to enter into multiple agreements for E-waste transportation, Agency, in its sole discretion, shall determine which contractor to use and when.

13.11 No Waiver of Breach. The waiver by Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.12 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.13 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.14 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.15 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.16 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.17 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.18 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

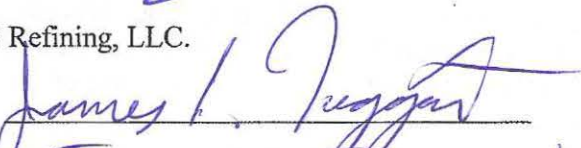
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

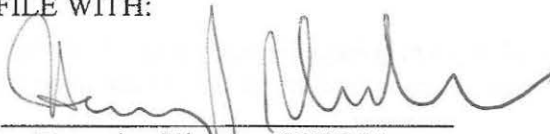
By: 
Nina Regor, Chair

CONTRACTOR:

ECS Refining, LLC.

By: 
Name: James L. Haggart
Title: President

APPROVED AS TO SUBSTANCE BY
AND CERTIFICATES OF INSURANCE
ON FILE WITH:

By: 
Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: 
Agency Counsel

E-Waste Transportation and Recycling Services

Sonoma County Waste Management Agency

Scope of Work

TASKS

The services to be performed under the Agreement shall include the following tasks:

Materials Accepted – At a minimum the contractor shall be required to accept all E-waste (CEWs and UWEDs), including but not limited to: computer monitors, laptop computers, TVs, console TVs, projector TVs, flatscreen TV's and broken CEW's. Furthermore, Proposer should detail any restrictions on acceptance, for example, will Proposer accept CEW tubes removed from casings.

Packing – The successful Proposer shall work with County's E-waste packing and loading contractor on packing requirements. The E-waste packing and loading contractor will package E-waste to successful Proposer's specifications. In the proposal, detail any specific palletizing and sorting requirements.

Truck Loading – The successful Proposer shall work with County's E-waste packing and loading contractor, who will load successful Proposer's trucks. In proposal, detail any specific truck loading requirements. Should a Proposer be proposing to load their own trucks, the "cost" (or reimbursement reduction) for loading must be indicated separately from other services. If a Proposer will not allow County's E-waste packing and loading contractor to load trucks, this must be clearly stated in proposal.

Scheduling – The successful Proposer shall work with County's E-waste packing and loading contractor, who will schedule all pickups. Proposer should indicate in its proposal the necessary lead time for pickups. Proposer should indicate a preference for on-call or regularly scheduled pickups and flexibility for on-call pickups.

Paperwork – The Agency shall provide all necessary collection log cover letters, collection logs, and CEW transfer receipts. The successful Proposer shall provide a copy of the Bill of Lading and a certificate of recycling for each shipment with monthly payments. Proposer shall provide downstream chain-of-custody reports.

Recycling Process – Proposer shall describe the recycling process for CEWs and UWEDs for all component parts.

Downstream Vendors – Proposer shall provide a list of vendors that will receive materials from Agency's CEW's and UWED's and describe what form they receive the material and in what form that material is when transferred to the next vendor. Be sure to cover all component parts.

**ECS Refining
Sonoma County Waste Management Proposal
May 2012**

Scope of Work

ECS Refining has presented a proposal to Sonoma County Waste Management for the removal and recycling of electronic waste from the Sonoma County Landfill, 500 Mecham Road, Petaluma, CA. 94952. This Scope of Work outlines the services to be performed by ECS Refining in the handling of Sonoma County's electronic waste.

Task 1: Approved Recycler Status. ECS Refining shall maintain the State's "Approved Recycler" status throughout the term of this Agreement. Should that status be revoked or suspended, ECS Refining shall notify Sonoma County Waste Management Agency within five (5) days. Similarly, Sonoma County Waste Management Agency shall maintain its State "Approved Collector" status, and shall notify ECS Refining within five (5) days should that status be revoked or suspended.

Task 2: Materials Accepted. ECS Refining shall accept all E-waste (described under Materials Accepted) for transport and recycling under the terms and conditions set forth in SB 20/50 and any subsequent related legislation.

Universal Waste Electronic Devices ("UWED"), as defined by California Code of Regulations, Title 22, section 66273.3, shall be accepted.

Miscellaneous items such as vacuum cleaners, floor polishers, toys, coffee pots, etc. shall also be accepted. Appliances such as stoves and refrigerators are not accepted co-mingled with e-waste because they must be handled individually to remove the thermostat and Freon. ECS will accept CEW tubes removed from casings. If Sonoma County is interested in shipping universal waste (batteries and lamps) to ECS, a separate pricing sheet will be provided.

Task 3: Packing. ECS Refining shall work with the Agency's E-waste Management Contractor on packing and loading requirements. The E-waste Management Contractor shall package CEW's to ECS Refining's specifications. Broken CEW's shall be shipped in Gaylord boxes. ECS will provide metal baskets, gaylords, and pallets for the packing and loading contractor. Material should be sorted separately into 3 categories: CRTs; Flat Screen Monitors, TVs, and Laptops; all other E-waste.

Task 4: Truck Loading. ECS Refining shall coordinate with the Agency's E-waste Management Contractor, who will load ECS Refining's trucks.

Task 5: Scheduling. ECS Refining shall coordinate with the Agency's E-waste Management Contractor, who will schedule all pickups. ECS Refining shall provide pickup within twenty-four (24) hours notice.

The current system for scheduling works best for ECS and the packing and loading contractor. The contractor calls Genevieve Avila to schedule a pick up and swap out of the trailer. The trailer swap is done within 48 hours per the contractor's expectation. ECS is flexible on scheduling and can work with contractor if their requirements change.

Task 6: Paperwork. The Agency shall provide all necessary collection logs and CEW transfer receipts to ECS Refining. ECS Refining shall make payment for the prior month's shipments.

ECS will provide a copy of the Bill of Lading (Receiving Acknowledgement) and a certificate of recycling for each shipment with monthly payments. ECS will provide downstream chain-of-custody reports.

Task 7: Downstream Vendors/Recycling Process. ECS Refining shall notify the Agency of any change in vendors that will receive materials from the Agency. ECS Refining shall provide a downstream chain-of-custody report for all shipments received on a quarterly basis.

Downstream Vendors – As a registered e-Steward through the e-Stewards Certification Program, ECS Refining maintains a robust downstream vendor qualification process for any downstream recyclers used. Companies are assessed in accordance with Section 4.4.6.5 of the e-Steward standard entitled "Accountability for Downstream Recycling Chain". This process requires a pre-assessment of the company to ensure it has the technical ability to recycle the material in question and the necessary permits to do so. The approval process then includes an on-site environmental health and safety audit conducted by ECS Refining personnel or under contract. Approved downstream vendors are then placed on the approved list for use as downstream recycler destinations.

E-Waste RFP/Contract Language

INTENT

The Sonoma County Waste Management Agency (AGENCY) implements the following criteria as due diligence to increase the oversight of electronics recycling and to assure legal, safe and beneficial recycling occurs with Sonoma County's electronic waste. All material collected through the Contract shall be handled by a Recycler who meets the following criteria. The following criteria shall be included in ECS Refining's contract.

Contract Requirements

1. Contractor shall be 1) an Approved Recycler with the State of California Department of Resources Recycling and Recovery (CalRecycle), formerly the Integrated Waste Management Board (CIWMB), and maintain this designation throughout the term of the contract or 2) registered with CalRecycle as an authorized E-waste Collector and partner with a CalRecycle Approved Recycler and both the Collector and the Approved Recycler must maintain this designation throughout the term of the contract. Loss of Approved Recycler and Collector designation shall be considered a breach of the contract.
2. The Contractor shall comply with all Federal, State, and/or local regulations.
3. The Contractor shall not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.
4. The Contractor is to assure that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. This requirement applies to all characteristic materials, including those with exemptions, such as circuit boards.
5. To ensure integrity of the entire recycling chain, including downstream intermediaries and recovery operations such as smelters, the Contractor shall not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.
6. For Contractor and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. Also, provide copies of any letters of recommendation or other awards of recognition.
7. Contractor shall make all of its facilities and related documentation available to the AGENCY for onsite and paper audits by AGENCY or designated 3rd party auditor.

Additionally, Contractor must arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by AGENCY or designated 3rd party auditor.

8. Contractor shall provide a downstream chain-of-custody-and-disposition report of all waste collected. The downstream report shall include both hazardous and non-hazardous components, including but limited to, Identity of vendor(s) who purchase final recovered materials, and a description of each material's final reuse or disposition by volume and composition.
9. Contractor shall provide Agency staff with a list of Contractor's "Down-Stream Vendors", identified by material processed, and shall provide written notification to Agency of any change to the list. Contractor shall provide thirty (30) days notice to Agency of any change to the list that is initiated by Contractor and seven (7) days notice of any change not initiated by Contractor.
10. Contractor shall not utilize prison labor for recycling of E-waste or its components either directly or through intermediaries.

**ECS Refining
Sonoma County Waste Management Proposal
May 2012**

E-Waste RFP/Contract Language

Contract Requirements

1. ECS Refining/Santa Clara has been an Approved Recycler with CalRecycle since January 2005 (CEWID 100412). In May 2011 ECS Refining/Stockton became an Approved Recycler with CalRecycle (CEWID 113109). ECS understands that a loss of Approved Recycler designation will be considered a breach of the contract.
2. ECS Refining will comply with all Federal, State, and/or local regulations.
3. ECS Refining shall not allow any characteristically hazardous material accepted to be sent to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries. ECS Refining's CRT glass recycling division will recycle the CRT glass and will not send it to a hazardous waste landfill though this option will become available through emergency regulations from the Department of Toxic Substances Control.
4. ECS Refining assures that all materials that test as characteristic hazardous waste under California Law remain within the United States until the waste has been processed to the point at which it can be considered a commodity ready for use in a new product. Printed Circuit Boards are shredded to a minus 2" particle size.
5. ECS Refining will not utilize a company that is not in complete compliance with all applicable National, Regional and/or Local environmental and health and safety regulations.
6. For Contractor and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies during the past three years and within 30 days of any new violation during the term of this Agreement for Contractor and each of the proposed subcontractors. ECS will not be working with subcontractors.
7. ECS Refining will make all of its facilities and related documentation available to the AGENCY for onsite and paper audits by AGENCY or designated 3rd party auditor. Additionally, ECS will arrange for all contractors/vendors involved in the downstream recycling process, regardless of location, to make their facilities and documentation available for onsite and paper audits by AGENCY or designated 3rd party auditor.

8. ECS Refining shall provide a downstream chain-of-custody-and-disposition report of all waste collected on a quarterly basis.
9. ECS will provide written notification to Agency of any change to the list as required by this RFP.
10. ECS Refining does not use prison labor either directly or indirectly or through intermediaries.

FIRST AMENDMENT TO AGREEMENT FOR E-WASTE TRANSPORT AND RECYCLING SERVICES

This First Amendment to Agreement for E-Waste Transport and Recycling Services (“First Amendment”) is made as of the 18th day of January, 2017, by the Sonoma County Waste Management Agency (“Agency”) and ECS Refining, LLC. (“Contractor”).

RECITALS

- A. Agency and Contractor entered into that certain Agreement for E-Waste Transport and Recycling Services (the “Agreement”) dated June 1, 2012.
- B. The Agreement contains an expiration date of February 11, 2017. The Agency and Contractor desire to extend the term of the Agreement to expire on February 11, 2018.
- C. The Agreement contains updated pricing to reflect commodity market changes which necessitated a reduction in payments to the Agency for certain collected materials.

AMENDMENT

1. Amendment to Section 2. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

“2. Payment. For all services and incidental costs required hereunder, Contractor shall pay Agency \$0.27/pound for all SB20 qualified Covered Electronic Devices (Cathode Ray Tubes)) and \$0.20/pound for SB20 qualified Flat Panel Display Devices, as defined in Chapter 8.5, of Part 3 of Division 30 of the California Public Resources Code, commencing with Section 42460, and Article 10.3, of Chapter 6.5 of Division 20 of the California Health and Safety Code, commencing with Section 25214.9) and Title 14 of the California Code of Regulation (CCR), Division 7, Chapter 8.2, commencing with Section 18660.5, collected and transported by the Agency to the ECS processing facility. Contractor shall pay Agency \$0.18/pound for Rear Projection televisions. Contractor shall pay Agency \$0.15/pound for Personal Computers (PC). Contractor shall pay Agency \$0.25/pound for Mixed Cable. Additionally, because there is not currently a State payment program in place for payment for universal waste electronic devices (“UWEDs”), Contractor shall charge the Agency \$0.08/pound for UWEDs. Contractor shall charge the Agency \$0.08/pound for Household Appliances. Should the State change the collector and/or recycler payment system, Contractor and Agency shall renegotiate the payment.

If at any point during the term of this Agreement, the State of California enacts legislation or the Department of Resources Recycling and Recovery (CalRecycle), or any other State agency adopts regulations providing for reimbursement of the costs of managing universal waste electronic devices or consumer electronic wastes devices, however they are labeled, Contractor shall immediately pay Agency the full rate set forth by the legislation or regulation for each

device, excluding any amount allocated for recycling or disposal. Weight will be determined by Contractor weighing each pallet and Agency UWED container upon receipt. Contractor shall use tare weights of 35 pounds/pallet, 75 pounds/gaylord/pallet, and 160 pounds/Agency UWED container (baskets), unless different weights are approved in writing by the Executive Director of the Agency, and the tare weight shall be subtracted from the total shipping weight to determine the net weight for which the Agency's payment shall be based. Contractor shall pay Agency within sixty (60) days of shipment in accordance with CCR Title 14 § 18660.13.

2. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on February 11, 2018, unless terminated earlier in accordance with the provisions of Article 4 below.

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[Remainder of page intentionally left blank]

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3. No Other Changes. Except as amended by this First Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for E-Waste Transport and Recycling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

Original Signatures on File with
Agency Clerk
By: _____
Patrick Carter, Executive Director

Date: _____

CONTRACTOR:

ECS REFINING, LLC

Original Signatures on File with
Agency Clerk
By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Original Signatures on File with
Agency Clerk
By: _____
Ethan Walsh, Agency Counsel

SECOND AMENDMENT TO AGREEMENT FOR E-WASTE TRANSPORT AND RECYCLING SERVICES

This Second Amendment to Agreement for E-Waste Transport and Recycling Services (“Second Amendment”) is made as of the 20th day of December, 2017, by the Sonoma County Waste Management Agency (“Agency”) and ECS Refining, LLC. (“Contractor”).

RECITALS

- A. Agency and Contractor entered into that certain Agreement for E-Waste Transport and Recycling Services (the “Agreement”) dated June 1, 2012; and
- B. Agency and Contractor amended a certain Agreement for E-Waste Transport and Recycling Services (“First Amendment”) dated January 18, 2017; and
- C. The First Amendment contains an expiration date of February 11, 2018. The Agency and Contractor desire to extend the term of the Agreement to expire on June 30, 2018.

AMENDMENT

- 1. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

“3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2018, unless terminated earlier in accordance with the provisions of Article 4 below.”

- 2. No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the First Amendment shall remain unchanged and shall continue on in full force and effect.

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[Remainder of page intentionally left blank]

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Second Amendment to Agreement for E-Waste Transport and Recycling Services

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for E-Waste Transport and Recycling Services on the day and year first above written.

AGENCY:

SONOMA COU COUNTY WASTE
MANAGEMENT AGENCY

Original Signatures on File with
SCWMA Agency Clerk
By: _____
Patrick Carter, Executive Director

Date: _____

CONTRACTOR:

ECS REFINING, LLC

Original Signatures on File with
SCWMA Agency Clerk
By: _____
Its: _____

Date: _____

APPROVED AS TO FORM:

Original Signatures on File with
SCWMA Agency Clerk
By: _____
Ethan Walsh, Agency Counsel