

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT
RELATING TO HOUSEHOLD HAZARDOUS WASTE
DISPOSAL DROP-OFF FACILITY

32107

THIS AGREEMENT is made and entered, in duplicate, as of March 9, 2011 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 8, 2011, by and between EDCO TRANSPORT SERVICES, LLC, a California limited liability company ("EDCO"), with a place of business at 6670 Federal Blvd., Lemon Grove, California 91945, and the CITY OF LONG BEACH, a municipal corporation ("City").

RECITALS

WHEREAS, City desires to provide Long Beach residents an economical, convenient, and dependable method to safely collect, recycle, treat and dispose of household hazardous wastes ("HHW"), including but not limited to paint, batteries, pesticides, herbicides, pharmaceuticals, motor oil and electronic waste, and to that end, desires to establish a centrally located drop-off site for HHW; and

WHEREAS, City has secured a grant from CalRecycle to be used for the design of a drop-off facility for HHW, as well as a commitment of funds from the Los Angeles County Department of Public Works for the operation of the HHW facility; and

WHEREAS, City intends to procure a contract with an appropriately licensed and permitted contractor to receive, process and transfer HHW at the facility; and

WHEREAS, EDCO is developing and will operate a material recovery facility ("MRF") located in the City of Signal Hill, adjacent to the City of Long Beach, which is large enough to accommodate a drop-off facility; and

WHEREAS, City and EDCO have determined that it will be to their mutual advantage and to the public's benefit to coordinate implementation of a HHW drop-off site for Long Beach residents utilizing the EDCO site, on the terms and conditions set forth in

1 this Agreement;

2 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
3 conditions in this Agreement, the parties agree as follows:

4 1. USE/PURPOSE. City's Public Works Department/Environmental
5 Services Division shall use a portion of EDCO's premises located at 2755 California
6 Avenue, Signal Hill, CA, designated for its use on Exhibit "A", attached hereto and
7 incorporated herein by this reference (the "Site") between the hours of 7:00 a.m. and 7:00
8 p.m., Monday through Saturday. The Site shall be used solely for the purpose of
9 collecting and processing HHW, and for no other purpose without the prior written
10 consent of EDCO.

11 2. TERM. The term of this Agreement shall commence at midnight on
12 March 9, 2011, and shall terminate at 11:59 p.m. on March 8, 2019, unless sooner
13 terminated as provided in this Agreement. Thereafter, the agreement shall be
14 automatically renewed on an annual basis through and including March 8, 2040, provided
15 EDCO or any of its subsidiaries or successors continues to enjoy good standing to
16 operate and do business in the City of Long Beach as a solid waste and recycling
17 collector; and further provided that the City receives the anticipated annual appropriation
18 of funds for such purpose during each fiscal year of the term from the Los Angeles
19 County Sanitation Districts and the Los Angeles County Department of Public Works to
20 operate this facility.

21 3. CONSIDERATION. City and EDCO acknowledge that they have
22 each received sufficient consideration for their performance. EDCO shall not charge City
23 a fee, rental charge or lease payment for the use of the Site. City acknowledges and
24 agrees that this Agreement shall not be deemed a lease, for any purpose. City
25 acknowledges and agrees that this Agreement does not confer any right, title or interest
26 in the Site but confers only the mere right to use it.

27 4. EDCO's RESPONSIBILITIES.

28 A. EDCO shall furnish space for City's use as a HHW drop-off

1 facility at the Site, according to the site plan contained in Exhibit "A".

2 B. EDCO shall obtain all applicable local land use permits
3 required for the Site, take appropriate California Environmental Quality Act
4 (CEQA) actions necessary for Site approval, and obtain all other applicable
5 permits required to operate the Site and comply with all applicable governmental
6 regulations.

7 C. EDCO shall contact and coordinate with the appropriate
8 agency responsible for fire and hazardous waste emergency response at the Site.

9 D. EDCO shall allow residents of the City of Long Beach access
10 to the Site during EDCO's normal business hours for the collection and processing
11 of HHW, more particularly defined in Exhibit "B."

12 E. EDCO will be responsible for coordinating and obtaining
13 approval for off-site traffic control, and providing direction signs as needed outside
14 the Site boundaries.

15 F. County of Los Angeles will be deemed to be the legal
16 generator, according to the Federal Resource Conservation and Recovery Act,
17 State Hazardous Waste Control Law, and Title 22 of the California Code of
18 Regulations, of all waste collected at the Site unless otherwise agreed upon in
19 writing by the parties. EDCO and/or its qualified subcontractor, will be responsible
20 for acquiring all federal, state and local permits and variances for the operation of
21 the facility.

22 G. EDCO may combine HHW from Long Beach with HHW
23 accepted from other jurisdictions.

24 5. CITY'S RESPONSIBILITIES.

25 A. City will reimburse EDCO for any design changes to the Site
26 required as a result of the participation of the City.

27 B. City will reimburse EDCO for the direct cost of purchase and
28 installation, to be approved in advance by City, of a canopy-type shelter to be

1 attached to EDCO's premises as depicted on Exhibit "A," the site plan.

2 C. City will procure a contractor for the processing and
3 transportation of HHW at the Site and will require cooperation between the
4 selected contractor and EDCO in the operation of the Site.

5 D. City will require the following types and amounts of insurance
6 coverage as a condition precedent to the effectiveness of its agreement with the
7 selected contractor:

8 i. City shall require the selected contractor to procure and
9 maintain at contractor's expense for the duration of this Agreement from an
10 insurer admitted (licensed) in the State of California with a current financial
11 responsibility rating of A (Excellent) or better and a current financial size
12 category of V (capital surplus and conditional surplus funds of greater than
13 \$10 million) or greater rating as reported by A.M. Best Company or
14 equivalent, unless waived in writing by City's Risk Manager, or non-
15 admitted in the State of California with a current financial responsibility
16 rating of A (Excellent) or better and a current financial size category of VIII
17 (capital surplus and conditional surplus funds of greater than \$100 million)
18 or greater rating as reported by A.M. Best Company or equivalent, unless
19 waived in writing by City's Risk Manager, the following insurance:

20 ii. Commercial general liability insurance equivalent in
21 scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than \$1
22 Million per occurrence and \$2 Million general aggregate. Such insurance
23 shall not exclude or limit coverage for broad form contractual liability,
24 sudden and accidental pollution liability, cross liability protection,
25 independent contractors' liability, or products and completed operations
26 liability. EDCO and the City of Long Beach, its officials, employees, and
27 agents shall be named as additional insureds by endorsement equivalent in
28 scope to ISO form CG 20 26 11 85, and this coverage shall contain no

1 limitations on the scope of protection afforded to EDCO or the City, its
2 boards, commissions, officials, employees and agents.

3 iii. Workers' compensation insurance as required by the
4 California Labor Code and employer's liability insurance in an amount not
5 less than \$1,000,000 per accident or illness.

6 iv. Automobile liability insurance equivalent in coverage
7 scope to ISO form CA 00 01 06 92 covering Symbol 1 (Any Auto), including
8 coverage for sudden and accident pollution liability, with limits, since
9 vehicles transport hazardous substances for hire or private use as defined
10 in 49 CFR §171.8 transported in cargo tanks, portable tanks, or hopper type
11 vehicles with capacities exceeding 3500 water gallons, class A explosives,
12 poison gas, liquefied gas, compressed gas, of large quantities of radioactive
13 materials as defined in 49 CFR §173.403 and in accordance with DOT in-
14 transit requirements, of \$5,000,000 combined single limits.

15 v. Environmental Impairment Liability Insurance coverage
16 for sudden accidental occurrences must be at least \$1 million per
17 occurrence and must cover up to \$2 million per year and coverage for non-
18 sudden accidental occurrences must be at least \$3 million per occurrence
19 and must cover up to \$6 million per year.

20 vi. Applicable federal, state or county-required levels and
21 coverages of insurance, as they may be amended from time to time.

22 E. City will further require indemnification of EDCO and the City
23 by the selected contractor as follows:

24 i. Contractor shall indemnify, protect and hold harmless
25 EDCO and City, its officials, employees and agents ("Indemnified Parties"),
26 from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments,
28 penalties, costs and expenses, including attorneys' fees, court costs, expert

1 and witness fees, and other costs and fees of litigation, arising or alleged to
2 have arisen, in whole or in part, out of or in connection with (1) contractor's
3 breach or failure to comply with any of its obligations contained in this
4 Agreement, or (2) negligent or willful acts, errors, omissions or
5 misrepresentations committed by contractor, its officers, employees,
6 agents, subcontractors, or anyone under contractor's control, in the
7 performance of work or services under the agreement (collectively "Claims"
8 or individually "Claim").

9 ii. In addition to Contractor's duty to indemnify, contractor
10 shall have a separate and wholly independent duty to defend Indemnified
11 Parties at contractor's expense by legal counsel approved by City, from and
12 against all Claims, and shall continue this defense until the Claims are
13 resolved, whether by settlement, judgment or otherwise. No finding or
14 judgment of negligence, fault, breach, or the like on the part of contractor
15 shall be required for the duty to defend to arise. City shall notify contractor
16 of any Claim, shall tender the defense of the Claim to contractor, and shall
17 assist contractor, as may be reasonably requested, in the defense.

18 iii. If a court of competent jurisdiction determines that a
19 Claim was caused by the sole negligence or willful misconduct of
20 Indemnified Parties, contractor's costs of defense and indemnity shall be (1)
21 reimbursed in full if the court determines sole negligence by the Indemnified
22 Parties, or (2) reduced by the percentage of willful misconduct attributed by
23 the court to the Indemnified Parties.

24 F. City will reproduce and distribute publicity materials and public
25 information to residents of Long Beach regarding access to the Site and its
26 services.

27 6. INDEPENDENT CONTRACTOR. In performing its services, EDCO
28 is and shall act as an independent contractor and not an employee, representative or

1 agent of City. EDCO shall have control of EDCO's work and the manner in which it is
2 performed. EDCO shall be free to contract for similar services to be performed for others
3 during this Agreement. EDCO expressly warrants that neither EDCO nor any of EDCO's
4 employees or agents shall represent themselves to be employees or agents of City.

5 7. INDEMNIFICATION.

6 A. Indemnification by EDCO. EDCO shall defend, indemnify,
7 and hold harmless the City of Long Beach, its Boards, and their officials,
8 employees, and agents from and against any and all demands, claims, causes of
9 action, liability, loss, liens, damage, costs, and expenses (including attorneys'
10 fees) arising from or in any way connected or alleged to be connected with
11 EDCO's performance hereunder, and from any act or omission, willful misconduct,
12 or negligence (active or passive) by or alleged to be by EDCO, its employees,
13 agents, or contractors, either as a sole or contributory cause, sustained by any
14 person or entity (including employees of City). The foregoing shall not apply to
15 claims or causes of action caused by the sole negligence or wrongful misconduct
16 of the City of Long Beach, its Boards, or their officials, employees, or agents.

17 B. Indemnification by City. The City of Long Beach shall defend,
18 indemnify, and hold harmless EDCO, its Board, employees, and agents from and
19 against any and all demands, claims, causes of action, liability, loss, liens,
20 damage, costs, and expenses (including attorneys' fees) arising from or in any
21 way connected or alleged to be connected with City's performance hereunder, and
22 from any act or omission, willful misconduct, or negligence (active or passive) by
23 or alleged to be by City, its employees, agents, or contractors, either as a sole or
24 contributory cause, sustained by any person or entity (including employees of
25 EDCO). The foregoing shall not apply to claims or causes of action caused by the
26 sole negligence or willful misconduct of the EDCO, its Board, employees, or
27 agents.

28 8. INSURANCE. City is self-insured for general liability insurance

1 covering the Site. EDCO shall maintain its own insurance as required by federal, state
2 and County laws and regulations.

3 9. MATERIALS. City shall furnish all labor and supervision, supplies,
4 materials, tools, machinery, equipment, appliances, transportation and services
5 necessary to or used in the performance of City's obligations to process and transport
6 HHW under this Agreement.

7 10. TERMINATION. Either party shall have the right to terminate this
8 Agreement for any reason or no reason at any time by giving ninety (90) calendar days
9 prior notice to the other party. In the event of termination under this Section, City shall
10 pay EDCO for any outstanding design costs not previously paid.

11 11. AMENDMENT. This Agreement, including all Exhibits, shall not be
12 amended, nor any provision or breach waived, except in writing signed by the parties
13 which expressly refers to this Agreement.

14 12. LAW. This Agreement shall be governed by and construed pursuant
15 to the laws of the State of California (except those provisions of California law pertaining
16 to conflicts of laws). EDCO shall comply with all laws, ordinances, rules and regulations
17 of and obtain all permits, licenses and certificates required by all federal, state and local
18 governmental authorities.

19 13. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
20 constitutes the entire understanding between the parties and supersedes all other
21 agreements, oral or written, with respect to the subject matter in this Agreement.

22 14. AMBIGUITY. In the event of any conflict or ambiguity between this
23 Agreement and any Exhibit, the provisions of this Agreement shall govern.

24 15. NONDISCRIMINATION.

25 A. In connection with performance of this Agreement and subject
26 to applicable rules and regulations, EDCO shall not discriminate against any
27 employee or applicant for employment because of race, religion, national origin,
28 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or

1 disability. EDCO shall ensure that applicants are employed, and that employees
2 are treated during their employment, without regard to these bases. These actions
3 shall include, but not be limited to, the following: employment, upgrading, demotion
4 or transfer; recruitment or recruitment advertising; layoff or termination; rates of
5 pay or other forms of compensation; and selection for training, including
6 apprenticeship.

7 B. It is the policy of City to encourage the participation of
8 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
9 procurement process, and EDCO agrees to use its best efforts to carry out this
10 policy in its use of subcontractors and contractors to the fullest extent consistent
11 with the efficient performance of this Agreement. EDCO may rely on written
12 representations by subcontractors and contractors regarding their status. EDCO
13 shall report to City in May and in December or, in the case of short-term
14 agreements, prior to invoicing for final payment, the names of all subcontractors
15 and contractors hired by EDCO for this Project and information on whether or not
16 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
17 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

18 16. NOTICES. Any notice or approval required by this Agreement shall
19 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
20 postage prepaid, addressed to EDCO at the address first stated above, and to City at 333
21 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to
22 the City Engineer at the same address. Notice of change of address shall be given in the
23 same manner as stated for other notices. Notice shall be deemed given on the date
24 deposited in the mail or on the date personal delivery is made, whichever occurs first.

25 17. ADVERTISING. EDCO shall not use the name of City, its officials or
26 employees in any advertising or solicitation for business or as a reference, without the
27 prior approval of the City Manager or designee.

28 18. AUDIT. City shall have the right at all reasonable times during the

1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from and copy all
3 books, records, accounts and other documents of EDCO relating to this Agreement.

4 19. THIRD PARTY BENEFICIARY. This Agreement is not intended or
5 designed to or entered for the purpose of creating any benefit or right for any person or
6 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly
executed with all formalities required by law as of the date first stated above.

EDCO TRANSPORT SERVICES, LLC, a
California limited liability company

March 30, 2011

By SS
Steve South, President

March 30, 2011

By Efrain Ramirez
Efrain Ramirez, Vice President

"EDCO"

CITY OF LONG BEACH, a municipal
corporation Assistant City Manager

4.8, 2011

By [Signature] EXECUTED PURSUANT
City Manager TO SECTION 301 OF
THE CITY CHARTER.

"CITY"

This Agreement is approved as to form on March 30, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

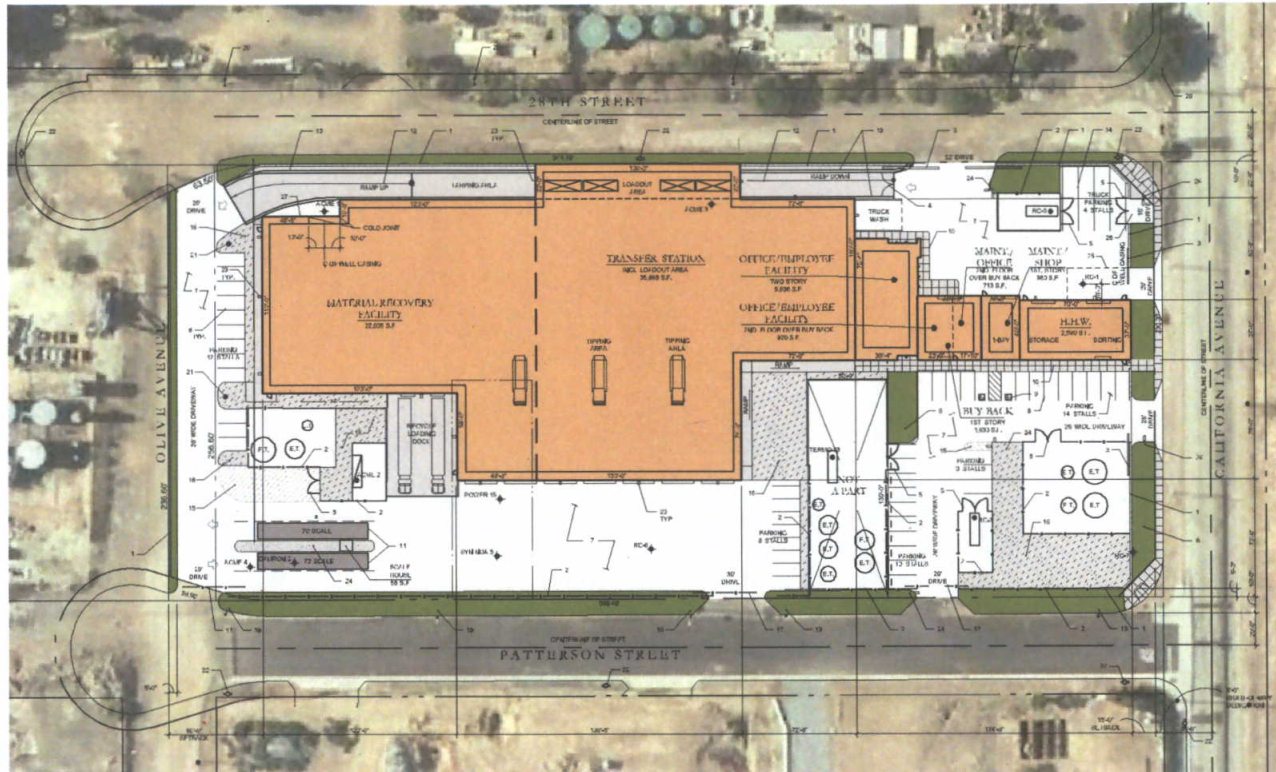
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EXHIBIT "A"
SITE MAP

KEYNOTES

1. 8'-0" HIGH MASONRY SCREEN WALL
2. 8'-0" HIGH CHAIN LINK FENCE WITH SLATS, COLOR TO BE DARK GREEN
3. 8'-0" HIGH WROUGHT IRON DRIVE APPROACH SLIDING GATE
4. 6'-0" HIGH WROUGHT IRON SWING GATE AT TOP OF RAMP
5. 16'-0" WIDE CHAIN LINK ACCESS GATE, (2) 8'-0" LEAFS
6. LANDSCAPING
7. CONCRETE PAVING
8. 9'x18' STANDARD PARKING STALL
9. HANDICAP ACCESSIBLE PARKING STALL w/ DISABLED SIGNAGE & SIGNAGE PER CITY REQUIREMENT
10. DECORATIVE CONCRETE SIDEWALK
11. 7'0" x 10' SCALE
12. RAMP TO LOADOUT TUNNEL
13. CONCRETE RETAINING WALL
14. TRUCK PARKING STALL
15. WHITE PAINTED 4" WIDE STRIPED ISLAND
16. GRAVEL LANDSCAPE
17. 8'-0" HIGH CHAIN LINK SLIDING GATE WITH SLATS, COLOR TO MATCH BLOCK WALL
18. MECHANICAL ENCLOSURE
19. EXISTING HIGH VOLTAGE LINE POLE w/ STREET LIGHT
20. RELOCATED HIGH VOLTAGE LINE POLE w/ STREET LIGHT
21. RELOCATED HIGH VOLTAGE LINE POLE
22. RELOCATED FIRE HYDRANT
23. WALLPACK LIGHT PER DETAIL 1
24. LIGHT STANDARD PER DETAIL 2
25. HHV CANOPY
26. 15'-0" WELL ACCESS DRIVE
27. THE BLOCK WALL SOUTH OF THE 40'-6" WELL CASING WILL HAVE CONTROL JOWER LOCATED 10' EAST AND WEST (TOTAL OF 30') OF THE WELL CASING C.I. THE BUILDING MAIN FRAMES WILL ALSO BE LOCATED SO THAT THERE IS A MINIMUM CLEARANCE OF 10' EAST AND WEST OF THE C.I. IF REQUIRED THIS SECTION OF THE BLOCK WALL, THE METAL BUILDING, AND ROOF SECTIONS ABOVE THE BLOCK WILL BE REMOVED, AND DIRT WILL BE BUILT UP ON THE NORTH SIDE OF THE WELL CASING TO ALLOW FOR ANY REQUIRED EQUIPMENT ACCESS TO THE WELL CASING.



SITE ANALYSIS

SITE AREA (NET AREA)	153,686 S.F.
CALIFORNIA AVE. DEDICATION	1,758 S.F.
28TH STREET DEDICATION (CUL-DE-SAC)	713 S.F.
OLIVE AVE. DEDICATION	7,371 S.F.
PATTERSON STREET DEDICATION (CUL-DE-SAC)	177 S.F.
TOTAL (GROSS SITE AREA)	163,695 S.F. (3.78 ACRES)

BUILDING AREA ANALYSIS

TRANSFER STATION (INC. LOADOUT AREA)	32,746 S.F.
MATERIAL RECOVERY FACILITY	22,905 S.F.
OFFICE / EMPLOYEE FACILITY	
FIRST FLOOR	2,518 S.F.
SECOND FLOOR (INCL. AREA OVER BUY-BACK)	3,938 S.F.
H.H.V.	2,500 S.F.
MAINTENANCE / SHOP	
FIRST FLOOR	980 S.F.
SECOND FLOOR (INCL. AREA OVER BUY-BACK)	713 S.F.
BUY-BACK	1,833 S.F.
SCALE HOUSE	96 S.F.
TOTAL	68,379 S.F.

PARKING PROVIDED

STANDARD STALL	42
HANDICAP STALL	2
TOTAL	44
TRUCK STALLS	4

LEGEND

- C.O. ● COMPLETED - OIL WELL (ACTIVE OIL PUMP)
- P.A.D. ◆ PLUGGED AND ABANDONED - OIL WELL
- ⊙ EXISTING TANK



DETAIL 1
WALLPACK LIGHT



DETAIL 2
LIGHT STANDARD

EDCO RECYCLING & TRANSFER

2755 CALIFORNIA AVENUE
SIGNAL HILL, CALIFORNIA 90755

JOB # 1607 SCHEDULE 17

SITE PLAN

19 JANUARY 2019



SCALE: 1/8" = 1'-0"

0 10 20 30 40

ARCHITECTS
ENGINEERS
PLANNERS

EDCO

EXHIBIT "B"
HOUSEHOLD HAZARDOUS WASTE

The HHW Facility will accept standard house hazardous waste items, including, but not limited to the following:

- Paint,
- Batteries,
- Pesticides,
- Herbicides,
- Pharmaceuticals,
- Motor oil,
- Fluorescent light bulbs,
- Thermostats containing mercury and electronic waste,
- Used needles ("sharps").