

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

APPROVE THE REFURBISHING OF CERTAIN SCRAP COMPUTERS FOR DONATIONS TO NON-PROFIT AGENCIES AND/OR INSTITUTIONS WITHIN THE TOWN OF APPLE VALLEY.

Summary Statement:

In 2002, the Department of Toxic Substance Control identified cathode ray tube devices (CRTs) such as televisions and computer monitors as containing too many toxic materials to be disposed of in landfills. Immediately, the Town added CRTs to the items collected through its Household Hazardous Waste (HHW) program.

Subsequently, SB 20 and SB 50 enacted a program collecting an advance disposal fee from consumers purchasing CRTs. By becoming an "Authorized Collector" in 2004, the Town began receiving payment from its CRT recycler on a per pound basis for all CRTs. The volume of CRTs collected through HHW is growing. In 2007, the Town received over \$25,300 for 58½ tons of CRTs.

Recently, an Apple Valley resident approached the Town about refurbishing some of the computers turned in for recycling at HHW. Algot Stephenson is a "Community Microsoft Authorized Refurbisher" who has provided refurbished computers to Apple Valley schools. Staff supports this concept, but feels there may be some conflict on the part of individuals who take old computers to HHW with the understanding that they will be destroyed by the contracted recycler. Mr. Stephenson is aware of the need to reformat any hard drives he might refurbish so as to render any old data inaccessible.

Attached is a proposed agreement that would allow Mr. Stephenson to remove and try to refurbish old computers from the HHW collection area prior to recycling, if Council approves.

Recommended Action:

Authorize the Town Manager, contingent upon approval by the Town Attorney, to execute the attached agreement between the Town of Apple Valley and Algot Stephenson, allowing refurbishing of computers submitted to HHW for donation to schools and/or other non-profit agencies within the Town of Apple Valley.

Proposed by: _____ Diana McKeen _____ **Item Number** _____

T. M. Approval: _____ **Budgeted Item** Yes No N/A



Agreement for Computer Refurbishing

This agreement, dated September 24, 2008, is by and between the **Town of Apple Valley (Town)**, having offices at 14995 Dale Evans Parkway, Apple Valley, and

Algot Stephenson, 21098 Sioux Road, Apple Valley, a private individual and Community Microsoft Authorized Refurbisher (**Refurbisher**), who hereby agree as follows:

1. **Town** is an authorized collector of Covered Electronic Waste (CEW) as defined in Cal. Public Resources Code § 42463 (Deering 2004), and California citizens are able to legally dispose of old computer equipment by depositing them at the Town's Household Hazardous Waste Collection Center, located at 22411 Highway 18, at the Public Works Yard.
2. **Refurbisher** is interested in refurbishing appropriate computer equipment which he can provide to non-profit agencies and institutions within the Town of Apple Valley such as schools without cost or charge to the agency as a community service.
3. **Town** desires to support **Refurbisher** in this community service and to that end will allow **Refurbisher** to examine incoming computer equipment disposed of at the Public Works Yard to assess its potential for refurbishing for community use, with the understanding that **Refurbisher** commits to take every reasonable action to destroy any and all existing data on disposed equipment.
4. **Refurbisher** agrees to reformat all hard drives in any equipment he processes so as to render previously stored data inaccessible to future users of said equipment.
5. **Refurbisher** agrees to indemnify, defend and hold harmless the **Town**, its officers, agents, employees and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of his refurbishing and donating of any computer equipment and for any reasonable costs and expenses incurred by the **Town** on account of any claim therefor, except where said indemnification is prohibited by law.
6. **Refurbisher** will provide proof of acceptable insurance coverage to the **Town** including automobile insurance on all vehicles and equipment used on the Town's site.
7. **Refurbisher** agrees to abide by the standards for the acceptable treatment of hazardous waste as specified in the Final Text of Regulations Electronic Hazardous Waste Effective February 3, 2003; Department Reference Number R-01-06; specifically, Article 7 Standards for CRT Materials Handlers, as well as those best practices associated with handling other qualified materials covered under this contract.
8. **Refurbisher** agrees to comply with all applicable Federal, State and Contractor laws, regulations and policies in carrying out its responsibilities under this Contract.

9. The parties agree that this Agreement is terminable at will at any time by either party hereto, via written notice. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by both of the parties hereto.
10. Any portion of this Agreement determined in a court of law to be invalid shall not nullify the remainder of the Agreement as valid and in force.
11. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors and assigns.

Algot Stephenson, Refurbisher

By: _____
Algot Stephenson

Date: _____

Town of Apple Valley

By: _____
Frank W. Robinson
Town Manager

Date: _____

Approved as to Form

By: _____
Town Attorney