

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

This Household Hazardous Waste Sharps Collection Site Services Agreement, including as amended, supplemented or otherwise modified from time to time (the "Agreement") is entered into between **MED-Project CA, LLC** a Washington, D.C. limited liability company with offices at 1800 M Street, NW, Suite 400 South Washington, DC 20036 ("MED-Project"), and **Tehama County Solid Waste Management Agency**, a California Local Authority operating Household Hazardous Waste Collection Sites with offices at 20000 Plymire Road, Red Bluff, California 96080 ("Host") (each individually, a "Party," collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

- 1.1. "Applicable Laws" shall mean all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, decrees or pronouncements of any governmental, administrative or judicial authorities including, but not limited to, the "Take-back Law" (defined below) with respect to each "Jurisdiction" (defined below), U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R. Parts 171-185, Occupational Safety and Health Administration Bloodborne Pathogens Standard, 29 C.F.R. § 1910.1030, the applicable state laws identified in Exhibit B, and any amendments or modifications to these legal requirements.
- 1.2. "Effective Date" shall mean the date defined in Agreement § 23.
- 1.3. "Rapid Response Requests" shall mean requests for "Program Services" (defined below) in response to any events, situations, activities or circumstances that pose a risk or potential risk of harm or injury to property or persons.

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- 1.4. "Host Collection Site" shall mean the site(s) listed in Exhibit D.
- 1.5. "Host Services" shall mean the obligations identified in Agreement § 4.
- 1.6. "Jurisdiction" shall mean the State of California, Geographical area defined by Senate Bill 212 (2018).
- 1.7. "Losses" shall mean any costs, expenses, damages or diminution of value.
- 1.8. "Manager" shall mean the respective individuals identified in Exhibit D for each Host Collection Site.
- 1.9. "Plan" shall mean the respective approved MED-Project Product Stewardship Plan for Home-Generated Sharps Waste operating in the Jurisdiction.
- 1.10. "Program Services" shall mean the obligations identified in Agreement § 3.
- 1.11. "Take-back Law" shall mean, a law, regulation, ordinance, or other legal requirement identified in Exhibit A.
- 1.12. "Sharps" shall mean sharps as defined in the Take-back Law.
- 1.13. "Vendor" shall mean any qualified vendor contracted by MED-Project to perform transportation, collection, and disposal services for Waste Accumulation Containers (defined below) as identified in Exhibit E, and any Vendor assignees or subcontractors.
- 1.14. "Waste Accumulation Container" shall mean receptacles used for the collection of Sharps and FDA-cleared sharps containers containing Sharps approved by MED-Project or Vendor and identified in Exhibit C

2. **Representations and Warranties.**

- 2.1. Host hereby represents and warrants as follows:
 - 2.1.1. Host is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing and disposal of Sharps;
 - 2.1.2. Host possesses all required authorizations and authority to enter into this Agreement and this Agreement has

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

been duly authorized and executed by Host in compliance with all required authorizations;

- 2.1.3. Host's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which Host is a party or by which it may be bound; and
- 2.1.4. Host may receive, any source of grant funding or other independent source of funding for the collection, and handling of Sharps, or for any promotional activities related to such services. Host may also obtain transport, treatment, or disposal of Sharps at any time from any other vendor providing such services.
- 2.2. MED-Project hereby represents and warrants for itself, and to the extent applicable, with respect to Vendor, as follows:
 - 2.2.1. Vendor is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing, and disposal of Sharps;
 - 2.2.2. MED-Project possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by MED-Project in compliance with all required authorizations; and
 - 2.2.3. MED-Project's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which MED-Project is a party or by which it may be bound.

3. Program Services.

- 3.1. MED-Project and Vendor shall perform all obligations required of them under this Agreement in compliance with Applicable Laws.
- 3.2. Program Services are available only to Host Collection Sites listed in Exhibit D.
- 3.3. MED-Project will reimburse eligible home-generated sharps transportation and disposal

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invoices for costs that were incurred prior to September 25, 2024.

- 3.3.1. To request reimbursement for such eligible costs, after the Effective Date of this Agreement Host must provide MED-Project all documentation required pursuant to Cal. Pub. Res. § 42032.2(d)(1)(F)(ii) and 14 CCR § 18973.3(g), including an invoice and declaration under penalty of perjury that Host has not knowingly requested reimbursement for expenses prohibited by Cal. Pub. Res. § 42032.2.
- 3.3.2. MED-Project will provide reimbursement within 45 days of receiving a request pursuant to Agreement § 3.3.1.
- 3.4. MED-Project or Vendor shall:
 - 3.4.1. Supply each Host Collection Site with Waste Accumulation Containers to collect and contain Sharps;
 - 3.4.2. Collect Waste Accumulation Containers containing Sharps on a regular schedule or upon request by the Manager and approval by MED-Project (which MED-Project shall not unreasonably deny);
 - 3.4.3. Review and inspect Waste Accumulation Containers periodically;
 - 3.4.4. Respond to, or obtain a response to, Rapid Response Requests from a Manager;
 - 3.4.5. Transport, treat, and dispose of, or cause the transportation, treatment, and disposal of, Sharps collected in Waste Accumulation Containers from Host Collection Site in accordance with all Applicable Laws; and
 - 3.4.6. Remove Waste Accumulation Containers from the Host Collection Site if this Agreement terminates pursuant to Agreement § 10.

4. Host Services

- 4.1. Host shall perform all obligations required of it under this Agreement in compliance with Applicable Laws.
- 4.2. Only Host Collection Sites listed in Exhibit D may request or obtain Program Services under

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

this Agreement including obtaining Waste Accumulation Containers. To obtain a Waste Accumulation Container, Host must:

- 4.2.1. Identify a Manager for the Host Collection Site;
 - 4.2.2. Request a Waste Accumulation Container or Containers from MED-Project. This request is subject to MED-Project's approval; and
 - 4.2.3. Provide appropriate and adequate space for the staging and secure storage of Waste Accumulation Containers in compliance with Applicable Laws.
- 4.3. Host will not alter Waste Accumulation Containers.
- 4.4. At each Host Collection Site, Host shall:
- 4.4.1. Provide qualified staff to perform Host Services. Such qualified staff, including the Manager, must be trained on compliance with Applicable Laws and procedures for Sharps collection, storage, and transportation under this Agreement;
 - 4.4.2. Complete any documentation MED-Project or Applicable Laws require for Sharps collection, storage, transportation, or disposal;
 - 4.4.3. Securely maintain any documentation required under Agreement § 4.4.2 for the later of the time required under Applicable Laws or five (5) years;
 - 4.4.4. Provide any documentation required under Agreement § 4.4.2 to MED-Project for inspection upon request;
 - 4.4.5. Collect Sharps and sharps containers within the Waste Accumulation Container. Sharps are in Host's custody until they are shipped from the Host Collection Site;
 - 4.4.6. Ensure that only Sharps contained in FDA-cleared sharps containers are collected in MED-Project Waste Accumulation Containers and no other materials are deposited in Waste Accumulation Containers at Host Collection Site;
 - 4.4.7. Set up a routine pick up schedule with the Vendor and notify MED-Project if a

CONFIDENTIAL & PROPRIETARY



Waste Accumulation Container is full and collection services are needed;

- 4.4.8. Make an authorized Host Collection Site representative available at Host Collection Site at the time Waste Accumulation Containers are provided or collected for transport;
 - 4.4.9. Promptly notify MED-Project, Installation Vendor, and Vendor of any Waste Accumulation Container-related service or maintenance concerns or needs;
 - 4.4.10. Ensure that the required signage provided by MED-Project, if applicable, is used for Waste Accumulation Containers while staged or stored at Host Collection Site; and
 - 4.4.11. Allow MED-Project and Vendor to perform Program Services.
- 4.5. MED-Project and Vendor are not responsible for managing any non-Sharps waste or other materials collected by the Host that fall outside the scope of the Plan and Take-back Law. Host is solely responsible for managing such materials.
- 4.6. If there are multiple approved program operators under the Take-back Law, Host will equitably distribute requests for the removal of home-generated sharps waste under the Take-back Law to MED-Project.

5. Payment.

- 5.1. Host shall not be responsible for paying the charges of MED-Project or Vendor for Program Services.
- 5.2. MED-Project shall not be responsible for paying or reimbursing the Host for any costs or expenses associated with the performance of any of Host's obligations under Agreement § 4 or any other services rendered in connection with this Agreement.

6. Nature of the Relationship.

- 6.1. Each Party is entering into and will perform the activities contemplated by this Agreement solely as an independent entity. This Agreement does not create any other

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

relationship between the Parties, or with Vendor, including but not limited to the relationship of partners, joint ventures, or agent or legal representative of the other for any purpose whatsoever. None of the Parties will (i) make any representation that would create an apparent agency, partnership, co-employment or joint venture relationship with any other Party or with Vendor, (ii) have the power, expressed or implied, to obligate or bind the other in any manner whatsoever, or (iii) be responsible for any act or omission of the other or Vendor or any employee of the other or of Vendor (except as provided in Agreement § 8). Except for MED-Project's power to obligate or bind Vendor under Agreement § 3, neither Party has the power to obligate or bind Vendor in any manner whatsoever. No employee of Host, MED-Project, or Vendor will be considered an employee of any other Party for any purpose in connection with the performance of this Agreement. No Party to this Agreement has the ability to direct, control, schedule, hire or discipline any other Party's employee or the employees of Vendor.

7. Report of Theft or Diversion.

- 7.1. In the event of any theft, unexplained loss, or diversion of Waste Accumulation Container or Sharps, safety or security problem, or environmental incident, including spills and releases reported to any governmental authority, occurring during performance of this Agreement and relating to Program Services or Host Services under this Agreement, the Party that becomes aware of such condition or event shall notify the other Party immediately.
- 7.2. A Party with information about the conditions or events referenced in Agreement § 7.1 will provide to the other Party any information about such conditions or events necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws.



- 7.3. At either Party's request, the Parties will cooperate to investigate the conditions or events described in Agreement § 7.1.

8. Indemnification.

- 8.1. To the fullest extent permitted by law, each Party (each, as the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party, its affiliated entities and its and their Representatives (collectively, the "Indemnified Party") from and against all Losses to the extent arising out of or related to any and all liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action from third party claims to the extent arising out of or related to the Indemnifying Party's (a) material breach of this Agreement, or (b) negligence, recklessness, or willful misconduct.
- 8.2. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any indemnifiable claim; provided, that failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations (except to the extent that the failure is prejudicial to the Indemnifying Party's ability to defend such claim or action). The Indemnified Party shall, at the Indemnifying Party's expense, provide reasonable cooperation and assistance in the defense or settlement of the claim, and the Indemnifying Party shall have control over the defense and settlement of the same (provided that the Indemnified Party shall be entitled to participate in the defense and settlement of the claim and to employ counsel at its own expense to assist in the handling of the claim). The Indemnifying Party will not agree to any settlement or compromise affecting the financial or legal obligation of the Indemnified Party (including a settlement or compromise that (i) results in any admission of guilt on the part of an Indemnified Party; (ii) imposes any obligation or liability on an Indemnified Party; or (iii) has a judicially binding effect on any Indemnified Party) without the Indemnified Party's prior written consent.

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT



9. *Limitation of Liability*

- 9.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, ENHANCED, OR SPECIAL DAMAGES, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR TORT, EVEN IF SUCH PARTY WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 9.2. A PARTY'S SOLE AND ENTIRE MAXIMUM LIABILITY FOR ANY REASON, AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE COST OF THE PROGRAM SERVICES MED-PROJECT PROVIDED PURSUANT TO AGREEMENT § 3 OVER THE LAST TWELVE MONTHS.

10. *Term, Termination.*

- 10.1. The term of this Agreement shall commence as of the Effective Date and continue in force for a period of one (1) year. Following the expiration of that initial term, and any subsequent term, the Agreement will automatically renew for an additional one (1) year, unless either Party provides the other Party written notice that it is not renewing this Agreement at least sixty (60) days prior to expiration of the then-current term (collectively, the "Term").
- 10.2. This Agreement terminates on the earlier of:
- 10.2.1. Expiration of the Term under Agreement § 10.1.
- 10.2.2. Notice from Host to MED-Project of MED-Project's breach of this Agreement (other than a breach of the representations in Agreement § 2.2) unless MED-Project takes immediate steps to cure the breach.
- 10.2.3. Notice from MED-Project to Host of Host's breach of this Agreement (other than a breach of the representations in

- Agreement § 2.1) unless Host takes immediate steps to cure the breach.
- 10.2.4. Notice from either Party to the other Party that this Agreement is terminated without cause. This Agreement shall terminate ~~seven (7)~~ **thirty (30)** days after such notice.
- 10.2.5. If the representations and warranties set forth in Agreement §§ 2.1 or 2.2 cease to continue to be correct, this Agreement shall terminate immediately.
- 10.3. Compliance with Agreement § 3.4.6 shall be MED-Project's sole financial obligation with respect to any termination of the Agreement under Agreement § 10.2.
- 10.4. If a Plan is suspended, revoked, or discontinued in the Jurisdiction, MED-Project may, at its sole discretion, terminate Program Services for Host in the Jurisdiction by providing Host seven (7) days' notice. Host's obligations to provide Host Services for MED-Project in that Jurisdiction will terminate seven (7) days' after such notice. Termination of Program Services or Host Services under Agreement § 10.4 does not terminate the Agreement or otherwise affect Program Services or Host Services in any other Jurisdiction.

11. *Severability.*

- 11.1. In the event any provision of this Agreement shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In the event that a provision cannot be made legally enforceable, the remaining terms of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

12. *Assignment/Subcontracting.*

- 12.1. Except as expressly contemplated under this Agreement, including without limitation the engagement by MED-Project of a Vendor, neither Party shall assign or subcontract any of

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HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

its duties or obligations hereunder or assign this Agreement or its rights hereunder without the express written permission of the other Party, such consent not to be unreasonably withheld. Any assignment, delegation or subcontracting in violation of the above shall be void and ineffective. Notwithstanding this or any other provision of this Agreement: (i) MED-Project shall have the right at any time to substitute Vendor, and (ii) each Party may transfer or assign this Agreement and that Party's respective rights and obligations hereunder to its successor in connection with any transfer of ownership, merger, or acquisition of such Party.

13. Survival.

- 13.1. The obligations set forth in Agreement §§ 3.4.6, 4.4.3, 4.4.4, 6, 7, 8, 9, 10.3, 11, 14, 15, 16.1, 17, 18, 19, 20, 21, and 22 shall survive termination of this Agreement.

14. Third Party Beneficiaries.

- 14.1. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity, company or organization, other than Host or MED-Project, any right, remedy, cause of action or claim under or by reason of this Agreement or any term or provision hereof, all of which shall be for the sole and exclusive benefit of Host and MED-Project.

15. Notice.

- 15.1. All notices to be provided in connection with this Agreement, including, without limitation, any requests or approvals described in this Agreement, shall be in writing. Notices shall be deemed effective (i) when delivered by hand to the Party entitled to receive notice, (ii) on the next business day after delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery, or (iii) when sent by e-mail.
- 15.2. All notices in connection with this Agreement including, without limitation, any requests or approvals described in this



Agreement, shall be sent to the individual or individuals that each Party designates to receive such correspondence on behalf of the Party. Initially, notices shall be provided, if to MED-Project, to:

Jim Wilson
Lead Director, Legal and Compliance
MED-Project CA, LLC
1800 M Street, NW, Suite 400 South
Washington, DC 20036
legallaffairs@med-project.org
Phone: 1 (833) 633-7765 / 1 (833)
MED-PROJECT
Fax: (866) 633-1812

and if to Host, to:

Paul Freund
Agency Manager
Tehama County Solid Waste Management
Agency
20000 Plymire Road
Red Bluff, CA 96080
pfreund@tehamacounty.gov
Phone: (530) 528-1103

16. Complete Agreement, Headings, Modification.

- 16.1. This Agreement, along with its Exhibits, sets forth the complete agreement of the Parties with respect to the subject matter hereof. No prior or contemporaneous oral or written agreement or representation shall be effective to modify the express terms of this Agreement. Headings have been inserted for the convenient reference of the Parties and shall not be used to modify or interpret the express terms of the Agreement. No modification to this Agreement shall be valid unless it is made in writing, specifically states that it amends this Agreement, and is signed by authorized representatives of both Parties.
- 16.2. Notwithstanding Agreement § 16.1:
- 16.2.1. MED-Project shall have the right to change Vendor and amend Exhibit E at any time at its sole discretion upon written

HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

notice to Host. In such a case, the new entity that becomes the Vendor will be responsible under this Agreement for the Program Services provided by Vendor from and after the date of such change.

- 16.2.2. Jurisdictions, Take-back Laws, and state laws may be added to, edited in, or removed from Exhibit A and B through the mutual written consent of an authorized individual from each Party; however, if MED-Project terminates Program Services pursuant to Agreement § 10.4, MED-Project has the right to remove the subject Jurisdiction, Take-back Laws, and state laws from Exhibit A and B at its sole discretion upon written notice to Host.
- 16.2.3. The specified Waste Accumulation Containers in Exhibit C may be changed through the mutual written consent of an authorized individual from each Party
- 16.2.4. Host Collection Sites and Managers may be added to, edits in, or removed from Exhibit D of this Agreement respectively through the mutual written consent of an authorized individual from each Party.

17. Signatures.

- 17.1. This Agreement is legally binding when, and not until, each Party has received from the other a counterpart of this Agreement signed by an authorized representative. The Parties may sign separate, identical counterparts of this document; taken together, they constitute one Agreement. The signed counterpart may be delivered by any reasonable means, including electronic transmission.

18. Jury Trial Waiver.

- 18.1. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. Choice of Law and Venue.



- 19.1. This Agreement is made and entered into in California and shall be interpreted and construed in accordance with the laws of California.
- 19.2. The Parties submit to the exclusive jurisdiction of the California state and federal courts.

20. Confidentiality and Publicity.

- 20.1. Except as provided in Agreement § 20.2, each Party shall treat as confidential and not disclose to any third party, without in each instance securing the prior written consent of the other Party, any information that becomes available to it through this Agreement, including this Agreement, and is not now or does not enter the public domain (other than by acts, omissions, or fault of the Party seeking to disclose such information), or is not already known by the recipient Party.
- 20.2. Agreement § 20.1 does not apply to disclosures that are:
- 20.2.1. Required by Applicable Laws;
- 20.2.2. Made to a law enforcement agency as part of an actual or potential law enforcement agency investigation; or
- 20.2.3. Made to MED-Project's subcontractors or assignees (including Vendor) as necessary to perform this Agreement, comply with Applicable Laws, or assist a law enforcement agency as part of an actual or potential law enforcement agency investigation.
- 20.3. Each Party shall limit disclosures under Agreement § 20.2 to the extent practicable.
- 20.4. Neither Party shall use the name, trade name, service marks, trademarks, trade dress, or logos of the other Party in releases, advertising, or any other publications, without such Party's prior written consent in each instance; except that either Party is authorized to use the other Party's name, trade name, logo, and contact information with regard to public outreach and

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**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**

educational efforts taken with regard to the Plan or as required to comply with Applicable Laws. This provision applies to written and online releases and communications, including those appearing on a website and those circulated via social media platforms including, but not limited to, Facebook, X, and LinkedIn.

21. Authority.

- 21.1. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party and its employees and that upon execution, this Agreement shall be binding upon the Party and its employees in accordance with its terms.
- 21.2. Each individual modifying and/or providing written consent under this Agreement represents and warrants that he or she is duly authorized to make such modifications and/or consents on behalf of the Party and its employees.

22. Waiver.

- 22.1. No consent or waiver, express or implied by a Party, to or of any breach or default by the other in the performance by that other Party of obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other Party of the same or any other obligation of that Party under this Agreement. Failure of a Party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that Party of rights under this Agreement. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain that Party's consent in any future instance.



23. Effective Date

- 23.1. The Agreement takes effect when both Parties have signed it in accordance with Agreement § 17.

Signature Page Follows

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

MED-PROJECT CA, LLC

Tehama County Solid Waste Management Agency

By: _____

By: _____

Name: Jim Wilson

Name: Paul Freund

Title: Lead Director, Legal and Compliance

Title: Agency Manager

Date: _____

Date: _____

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit A
Jurisdiction and Take-back Laws**

Jurisdiction	Ordinance
State of California, Geographical area defined by Senate Bill 212 (2018)	Cal. 30 Pub. Res. Code §§ 42030 <i>et seq.</i> (2018); Cal. Code Regs. tit. 14, §§ 18972.1 – 18975.2 (2021).

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit B
State Laws**

States	State Laws
California	California Medical Waste Management Act, Ca. Health & Safety Code §§ 117600 <i>et seq.</i>
State of California, Geographical area defined by Senate Bill 212 (2018)	Cal. 30 Pub. Res. Code §§ 42030 <i>et seq.</i> (2018); Cal. Code Regs. tit. 14, §§ 18972.1 – 18975.2 (2021).

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit C
Waste Accumulation Container(s)**

Key Specifications:

- Includes container, liner, lid
- 38-gallon capacity
- Marked and/or labeled in compliance with all Applicable Laws.

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit D
Host Collection Sites, and Managers**

	Host Collection Site Name	Host Collection Site Address	Manager Name / Title	Manager Telephone	Manager Email
1	Tehama County Solid Waste Management Agency-Red Bluff Facility	19995 Plymire Road Red Bluff, CA 96080	Paul Freund Agency Manager	(530) 528-1103	pfreund@tehama.gov

**HOUSEHOLD HAZARDOUS WASTE
SHARPS COLLECTION SITE SERVICES
AGREEMENT**



**Exhibit E
Vendor(s)**

Name
Sharps Solutions, LLC