

**AGREEMENT FOR USE OF CITY OF CORNING PROPERTY FOR A ONE DAY A MONTH
HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT BY THE TEHAMA COUNTY SOLID
WASTE MANAGEMENT AGENCY**

This Agreement, dated July 1, 2025, is hereby made and entered into by and between the City of Corning, a municipal corporation (the “City”) and the Tehama County Solid Waste Management Agency (the “Agency”) for the use of City Property for a one-day a month Household Hazardous Waste (“HHW”) Collection Event. The City and Agency may collectively be referred to herein as the “Parties.”

RECITALS

WHEREAS, the Agency is committed to actively seeking to minimize the amount of HHW improperly disposed in landfills and/or requiring acceptable landfill disposal by implementing recycling and reuse techniques. The Agency’s waste management practices follow the Department of Resources Recycling and Recovery (hereinafter “CalRecycle”) waste management hierarchy- Reduce, Reuse, Recycle, Treatment/Incineration, and Landfill; and

WHEREAS, the City is interested in assisting the Agency with its HHW Collection Program on a temporary basis and has the willingness and capabilities to allow for the existence of a one-day per month collection event at the “Park and Ride” property on Third Street, across from City Hall, and to allow the Agency to carry out the HHW collection activities as described below.

NOW, THEREFORE, Pursuant to the above recitals, the City and Agency do hereby agree as follows:

1. City Responsibility: The City will:

A. Allow for the Agency to use the property located at APN 071-138-001-000, commonly referred to as the “Park and Ride,” located directly across the street from City Hall (the “Premises”) for a once-a-month HHW collection event, and to carry out the HHW collection activities set forth in this Agreement. This is intended for temporary use only during the period of time that the Agency can arrange for a permanent HHW collection location in the Corning area. The calendar for the collection events is attached hereto as Exhibit “A.”

B. Notify the Agency if it becomes aware of any spillage on the Premises. This will allow Agency staff to take any and all action necessary for the clean-up.

2. Agency Responsibilities: The Agency will:

A. Maintain the Premises in a neat, clean and sanitary condition. Because this is a one-day event, all items for the event will need to be brought to the Premises on the day of the event and removed at the end of the day.

B. Provide a professionally prepared sign displaying operating hours, disposal limits, etc. The Agency shall install said signage in a location visible to the public.

C. Ensure a qualified, certified operator is present at the Premises during all HHW collection events. The operator shall operate the event with experienced personnel and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by operators in similar

fields, and in accordance with sound professional practices, and in compliance with applicable federal, state and local laws and regulations.

D. Inform the public that the Premises is accepting HHW on the aforementioned scheduled dates and times.

E. Limit the quantity of HHW disposed by the public to 15 gallons or 50 pounds per load.

F. Pay for pickup, transport and processing of the HHW from the Premises following an event.

G. Be responsible for spills at the Premises at the Agency's expense.

F. Maintain records of the number of residents using the Premises during an event.

3. Term. The term of this Agreement shall begin on July 1, 2025 and expire on December 31, 2025.

4. Termination: Either party may terminate this Agreement at any time by providing the other party with 30 days written notice.

5. Indemnification: The Agency agrees to defend, indemnify, save and hold harmless the City, its officers, agents and employees, to the fullest extent allowed by law, from all liabilities, claims, expenses, losses and damages for death, sickness or injury to persons or property including, without limitation, all consequential damages from any cause whatsoever arising from or connected with the operations or performances of this Agreement.

6. Insurance: Agency agrees to maintain three-million dollar (\$3,000,000.00) per occurrence general liability insurance during the period of time that this Agreement is in effect.

7. Jurisdiction: This Agreement is made in Tehama County and shall be governed and constructed in accordance with the laws of the State of California.

8. Entire Agreement and Amendment: The terms of this Agreement are limited and shall constitute the entire agreement between and among the parties and inure to the benefit of and bind the parties hereto, and their successors and assigns. This Agreement may not be altered, amended, modified or otherwise changed in any manner except by writing executed by all parties.

9. Exclusive Right: This Agreement, in no way, is intended to provide exclusive rights for HHW collection in any area of the County, nor does it prevent the Agency from conducting or supporting any other HHW collection program activities.

10. Costs: The Agency shall bear all costs for its HHW collection program activities and for compliance with the terms of the Agreement

11. Assignability: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Program Participant to another party without the prior written approval of the Agency.

12. Practical Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions shall, nevertheless, continue in full force without being impaired or invalidated in any way.

13. Independent Agent: This Agreement is not intended to create any employment or joint relationship between the Parties. The City and the Agency are independent agents of each other.

IN WITNESS HEREOF, the parties hereto have hereunto executed the AGREEMENT the day and year first above written.

CITY:

CITY OF CORNING

AGENCY:

Tehama County Solid Waste Management
Agency

By _____
Brant Mesker, City Manager

By _____
Kris Deiters, Chair

Date _____

Date _____

Exhibit "A"

Corning HHW Collection Events

Third Saturday each Month 8AM-12PM