

**AGREEMENT FOR THE OPERATION OF A PERMANENT HOUSEHOLD HAZARDOUS WASTE
COLLECTION FACILITY BETWEEN THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY
AND USA WASTE OF CALIFORNIA DBA CORNING DISPOSAL**

THIS AGREEMENT, dated this 3rd day of June, 2019 is hereby made and entered into by and between the Tehama County Solid Waste Management Agency (hereinafter referred to as "Agency") and USA WASTE OF CALIFORNIA, INC. dba Corning Disposal (successor to Corning Disposal, Inc.) (hereinafter referred to as "Program Participant"):

RECITALS

WHEREAS, the Agency is committed to actively seeking to minimize the amount of household hazardous waste (hereinafter "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
Landfill;

and,

WHEREAS, the Program Participant is interested in participating in the Agency's Household Hazardous Waste Collection Program and has the willingness and capabilities to allow for the existence of the current Agency-owned permanent Corning Household Hazardous Waste Facility (hereinafter "Facility") located at the Program Participant's place of business and allow the Agency to carry out HHW collection activities as described below.

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

1. Agency Responsibilities: The Agency will:
 - A. Provide and maintain the existing Facility at Program Participant's place of business in a neat, clean and sanitary condition.
 - 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. Submit an annual schedule to Program Participant staff prior to the Facility opening for HHW collection events. The HHW collection events are any time the facility is open to the public. The schedule should include the days and times the Facility will be open to the public. Agency shall notify Program Participant staff at least 30 days prior to implementing any changes to the operations schedule.


- D. Engage a licensed and trained contractor (hereinafter "Contractor") to operate the Facility on the scheduled dates and times of operations. Licensing and training may include, but not be limited to, items listed in Attachment A, "Household Hazardous Waste Training, Permits and Approvals." The Contractor shall operate the Facility in accordance with the contract entered into between the Contractor and the Agency, and with experienced personnel and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by contracts in similar fields; and in accordance with sound professional practices, and in compliance with applicable federal, state and local laws and regulations. The Contractor will be chosen by the Agency.
 - E. The Agency reserves to itself the right to operate the Facility during weekdays and other times that the Contractor is not operating the Facility.
 - F. Inform the public that the Facility is accepting HHW on the aforementioned scheduled dates and times.
 - G. Limit the quantity of HHW disposed by the public to 5 gallons or 50 pounds per person per day.
 - H. Pay for pickup, transport and processing of the HHW from the Facility.
 - I. Be responsible for spills at the Facility at the Agency's expense.
 - J. Maintain records of the number of residents using the Facility.
2. Program Participant Responsibilities: The Program Participant agrees to:
 - A. Allow for the existence of the current Agency-owned Facility located at the Program Participant's place of business and allow the Agency to carry out HHW collection activities as described above.
 - B. Notify Agency staff in the event that a spill occurs during hours the Facility is not open as soon as possible. This will allow for Agency staff to arrange for the cleanup of any spill.
3. Term. The term of this Agreement shall be for five (5) years and shall commence on March 1, 2019 and expire on April 30, 2024.
4. Lack of Good Faith Effort: Should the Program Participant and/or agents neglect to notify Agency staff in the event of a HHW spill pursuant to Section 2.B. above, then Program Participant will pay for the cleanup, transport and disposal of the spilled HHW, and liability arising therefrom.
5. Severability: Either party may terminate this Agreement at any time by providing the other party with 90 days written notice. Upon termination of the Agreement, all parts of the Facility, including collection drums, storage containers and signage, shall be returned to the Agency. The Agency shall have six months from the date of written notice to remove all property owned by Agency.
6. Indemnification: The Program Participant agrees to defend, indemnify, save and hold harmless the Agency, 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.

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 Program Participant with 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: Except as specifically provided otherwise in Paragraph 4 above, 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: In its performance under this Agreement, the Program Participant is and shall be considered as an independent contractor and not an agent or employee of the Agency.
14. Attorney's Fees: In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to their attorney's fees.

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


PROGRAM PARTICIPANT:
USA Waste of California, Inc.
dba Corning Disposal

By 

Barry Skolnick, President

Date 4/8/2019

AGENCY:
Tehama County Solid Waste
Management Agency

By 

Amanda Jenkins, Chair

Date June 3, 2019

Attachment A

Household Hazardous Waste Training, Permits, and Approvals

Training (as applicable, some trainings maybe combined)

- 24-hour HAZWOPER (40-hour may be acceptable if HHW specific operations is included)
- Hazardous Materials Transportation
- Bloodborne pathogens
- Respiratory protection
- Personal protective equipment
- Universal waste management
- Injury Illness Prevention Plan including hazard communication
- Heat illness prevention
- Ergonomics
- Emergency response
- First aid/CPR

Permits and Approvals (as applicable, some plans can be combined)

- CEQA review
- Zoning compliance
- Permit-by-Rule (PBR)
- Operations plan
- Hazardous materials security plan
- New technology plan
- California Environmental Reporting System (CERS) including aboveground storage tank statement
- Spill prevention control and countermeasure plan (if greater than 1.320 gallons petroleum)
- Fire department approval maybe required for hazardous materials storage
- Approval of local fire and air district for bulking
- Home-Generated Sharps Consolidation Point
- Fire suppression system approvals
- Engineer certification of aboveground tanks
- Engineer certification of facility secondary containment

Transportation

- Hazardous waste transporter registration with financial assurance document
- Driver hazardous materials endorsement if more than 1,001 pounds and placarded vehicles