

1 **AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND**
2 **CITY OF LAKE ELSINORE FOR**
3 **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

4 This Agreement is made and entered into by and between the City of Lake Elsinore, a
5 municipal corporation, (“CITY”), and the County of Riverside, a political subdivision of the
6 State of California, on behalf of the Department of Waste Resources, (“COUNTY”). This
7 Agreement establishes the responsibilities of each Party concerning COUNTY’S Household
8 Hazardous Waste (“HHW”) Collection Program in CITY.

9 **RECITALS**

10 WHEREAS, CITY and COUNTY recognize that it is in the public interest to establish
11 and implement waste diversion and separation programs to prevent disposal of hazardous waste,
12 including household hazardous waste, in landfills; and,

13 WHEREAS, COUNTY has a well-developed and established HHW Collection Program
14 for the purpose of diverting household hazardous waste; and,

15 WHEREAS, COUNTY operates a Permanent HHW Collection Facility (“PHHWCF”) on
16 land owned by CITY at 512 North Langstaff Street, Lake Elsinore, CA 92530 (in the Public
17 Works Yard) to provide an environmentally safe way to properly dispose of or recycle household
18 waste.

19 NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions
20 herein contained, the Parties mutually agree as follows:

21 **1. COUNTY’S DUTIES**

22 1.1 COUNTY agrees to provide and/or perform the following duties to implement
23 COUNTY’S HHW Collection Program in CITY:

24 1.1.1 Continue to operate CITY’S permitted PHHWCF on CITY land located at
25 512 North Langstaff Street, Lake Elsinore, CA 92530.

1.1.2 Obtain and fund the services of a state-certified, licensed, bonded and insured hazardous waste transportation and disposal company through the competitive bidding process, with all costs for disposal of residentially generated waste, staffing, and implementation of the program remaining the responsibility of COUNTY.

1.1.3 Provide liability coverage and indemnification to the extent specified in Section 5 below, with insurance coverage provided through COUNTY'S self-insurance program.

1.1.4 Determine that the hazardous waste disposal company contracted for the HHW Collection Program has obtained appropriate certificates of insurance that meet the criteria as established in the Code of Federal Regulations, Title 49, California Health and Safety Code, and for Workers' Compensation coverage.

1.1.5 Clean up any spills associated with the collection and handling of HHW at the PHHWCF and, upon completion of the operating day, clean up the PHHWCF to the condition existing prior to the beginning of the operating day.

1.1.6 Maintain all necessary permits and variances with the State of California, Environmental Protection Agency, Department of Toxic Substances Control and the County of Riverside, Community Health Agency, Department of Environmental Health, Certified Unified Program Agency known as the CUPA for COUNTY to continue operating PHHWCF located at 512 North Langstaff Street, Lake Elsinore, CA 92530.

1.1.7 Advertise the schedule of operation of the PHHWCF in CITY through regional advertising for the COUNTY'S HHW Collection Program.

1.1.8 During operation of the PHHWCF, ensure staffing to assist in site security in receiving, classifying, packaging, storing and/or manifesting and transport household hazardous waste received is provided, either by COUNTY or the contracted disposal company, with a representative from COUNTY supervising the PHHWCF activities. The COUNTY'S representative will remain on-site until all waste is packaged and safely stored and/or transported off-site.

1.1.9 Ensure that the contracted hazardous waste disposal company completes the off-site transportation and ultimate recycling or disposal of the hazardous waste, in accordance with State and Federal hazardous waste management and transportation laws.

1.1.10 Purchase equipment necessary to manage and run the PHHWCF.

1.1.11 Act as an independent contractor in the performance of its obligations hereunder, being subject to the control or direction of CITY merely as to the result to be accomplished by the services hereunder, and not as to the means and methods to accomplish the results. COUNTY assumes exclusively the responsibility for its acts, and the acts of its employees or agents as they relate to the services to be provided under this Agreement; COUNTY shall not be entitled to any benefits payable to employees of CITY, including CITY workers' compensation benefits, and hereby holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

2. CITY'S DUTIES

1 2.1 CITY agrees to provide CITY-owned land, currently located at 512 North
2 Langstaff Street, Lake Elsinore, CA 92530, that is satisfactory to COUNTY and meets
3 the following requirements:

4 2.1.1 Safety considerations.

5 2.1.2 Convenient to the public.

6 2.1.3 Safe and convenient traffic flow.

7 2.1.4 Available workspace for handling, packaging, and transportation of
8 hazardous waste.

9 2.1.5 Covered concrete work area.

10 2.1.6 Continue to provide and maintain a fenced area to prevent unauthorized
11 entry to the site.

12 2.1.7 Provide an electrical utility stub in order to have electricity for the
13 hazardous waste fire suppression system within the chemical storage container.

14 2.1.8 Access to trash disposal dumpsters, gates, water, electrical, and restroom
15 facilities for the duration of the PHHWCF operating day(s) and on weekdays
16 during normal business hours to prepare waste for shipping.

17 2.1.9 Maintain Pollution Prevention Plan and its requirements during non-
18 operating hours.

19 2.2 CITY shall be responsible for the following activities:

20 2.2.1 At CITY expense, PHHWCF and HHW collection event advertising, as
21 approved by COUNTY in writing, using local news media, distribution of printed
22 flyers/posters, and/or community service organizations.

2.2.1 May utilize volunteers for specific tasks, such as traffic control, handing out of flyers, surveys, etc. with any personnel within the PHHWCF, subject to COUNTY approval; and

2.2.2 Provide keys to the COUNTY for access during non-operation hours.

3. JOINT PROVISIONS

3.1 COUNTY and CITY shall undertake joint responsibility for planning and coordination meetings with CITY'S City Manager's office, Department of Waste Resources, CITY Fire Department, and other departments or agency representatives, as necessary.

3.2 All equipment purchased by COUNTY, including equipment purchased through grant funding, will remain property of COUNTY, and all equipment purchased by CITY will remain property of CITY at conclusion of agreement.

3.3 The days of operation for the PHHWCF will be the first weekend non-holiday Saturday of each month, except in January. The hours of operation for the PHHWCF will be October through May (excluding January) from 9:00 a.m. to 2:00 p.m., and June through September from 7:00 a.m. to 12:00 p.m.

4. HHW COLLECTION PROGRAM

4.1 The PHHWCF shall meet the following operation standards:

4.1.1 Traffic cones will be set up to control traffic through the collection facility.

4.1.2 All participants' vehicles shall have trunks open upon entering the restricted zone and occupant shall participate in a survey to be designed for both CITY and COUNTY use. Only authorized, trained personnel shall be allowed in

1 the restricted waste handling areas. The restricted areas shall include the
2 following:

3 4.1.2.1 Vehicle unloading area;

4 4.1.2.2 Categorization and waste packaging area;

5 4.1.2.3 Area for processing “unknown” wastes to determine hazard class.

6 4.1.3 The restricted areas (except the unloading area) shall have at a minimum a
7 6-millimeter layer of Visqueen to prevent contamination of the pavement. Only
8 authorized personnel shall be allowed in the restricted area;

9 4.1.4 Trained contract or COUNTY staff shall segregate wastes according to
10 hazard classification, package compatible materials into Federal Department of
11 Transportation approved hazardous materials shipping containers, and fill with
12 inert, moisture absorbent, granular, packing material as appropriate. Each
13 shipping container shall be labeled and marked in accordance with State and
14 Federal laws and regulations.

15 4.1.5 Shipping papers shall consist of written Hazardous Waste Manifests and
16 Bills of Lading according to the appropriate waste stream profile.

17 4.1.6 CITY shall retain copies of each Hazardous Waste Manifest and/or Bill of
18 Lading for a minimum of three years as prescribed by law and provide copies to
19 COUNTY;

20 4.1.7 All waste classification, packaging, labeling, marking, manifesting, and
21 transportation, for recycling and disposal of hazardous waste shall be done in
22 accordance with all applicable Federal and State Transportation laws and
23 regulations pertaining to hazardous materials;

1 4.1.8 COUNTY shall have the responsibility for the disposition of the hazardous
2 waste collected from the PHHWCF, with concurrence of the contracted hazardous
3 waste transportation and disposal company;

4 4.1.9 Reuse and recycling, rather than disposal, will be considered as the
5 primary waste management methods for material that can be reused or recycled in
6 a timely and cost effective manner.

7 4.1.10 Treatment methods of detoxification and/or incineration shall be
8 considered before Class I landfill disposal;

9 4.1.11 All final recycling, treatment, and disposal facilities considered must be
10 authorized and found without substantial violations by the appropriate State
11 and/or Federal regulatory agencies;

12 4.1.12 COUNTY or contracted personnel shall remain on-site until all hazardous
13 waste is properly packaged, stowed and removed from the PHHWCF in secured
14 trailers to prevent the potential for spills or release to the PHHWCF, unless prior
15 arrangements are made with CITY;

16 4.1.13 During operating days, COUNTY'S Community Health Agency,
17 Department of Environmental Health/County Fire Department Hazardous
18 Materials Emergency Response Team will be on call.

19 4.1.14 COUNTY shall require that this HHW Collection Program be open and
20 available to any resident of COUNTY and that non-residentially generated waste
21 is excluded from acceptance;

22 4.1.15 COUNTY shall provide a report to CITY that will quantify the amount
23 and types of household hazardous waste collected at the PHHWCF.

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1 **5. HOLD HARMLESS**

2 5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
3 Districts, Special Districts and Departments, their respective directors, officers, Board of
4 Supervisors, elected and appointed officials, employees, agents and representatives (the
5 “COUNTY’S Indemnified Parties”) from any liability, claim, action or damage
6 whatsoever, including but not limited to, property damage, bodily injury, or death, based
7 or asserted upon any act or omission of CITY, its officers, employees, subcontractors,
8 agents or representatives arising out of or in any way relating to this Agreement and
9 CITY shall defend at its sole expense and pay all costs and fees, including but not limited
10 to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the
11 COUNTY’S Indemnified Parties in any such claim or action.

12 5.2 COUNTY shall indemnify and hold harmless CITY, its officers, employees,
13 subcontractors, agents or representatives (the “CITY’S Indemnified Parties”) from any
14 liability whatsoever, including but not limited to, property damage, bodily injury, or
15 death, based or asserted upon any services of COUNTY, its Agencies, Districts, Special
16 Districts and Departments, their respective directors, officers, Board of Supervisors,
17 elected and appointed officials, employees, agents and representatives arising out of or in
18 any way relating to this Agreement and COUNTY shall defend at its sole expense and
19 pay all costs and fees, including but not limited to, attorney fees, cost of investigation,
20 defense and settlements or awards, on behalf of the CITY’S Indemnified Parties in any
21 claim or action based upon such liability.

22 5.3 With respect to any action or claim subject to indemnification herein, the
23 indemnifying party shall, at their sole cost, have the right to use counsel of their choice
24 and shall have the right to adjust, settle, or compromise any such action or claim without

the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

5.4 The provisions of this section shall survive the term of this Agreement.

6. ADMINISTRATION

6.1 COUNTY Department of Waste Resources General Manager-Chief Engineer (or designee) shall administer this Agreement on behalf of COUNTY.

6.2 CITY'S City Manager, or designee, shall administer this Agreement on behalf of CITY.

7. ALTERATION

7.1 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.

8. TERM OF AGREEMENT

8.1 This Agreement shall be effective as of July 1, 2024, and continue in effect through June 30, 2034, unless terminated by either Party, with or without cause, upon thirty (30) days written notice served on the other Party. In no event shall the Agreement be extended beyond June 30, 2034.

9. ENTIRE AGREEMENT

9.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements both oral and written. This Agreement may be amended in writing with the concurrence of both Parties.

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1 **10. FORCE MAJEURE**

2 10.1 If either Party is unable to comply with any provision of this Agreement due to
3 causes beyond its reasonable control, and which could not have been reasonably
4 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
5 Party shall not be held liable for such failure to comply.

6 **11. SEVERABILITY**

7 11.1 If any provision or part thereof in this Agreement is held by a court of competent
8 jurisdiction to be invalid, void or unenforceable, the remaining provisions or part thereof
9 will nevertheless continue in full force without being impaired or invalidated in any way.
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12 [Signatures of Following Page]
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1 IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives
2 to execute this Agreement on the date written below.
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4 CITY OF LAKE ELSINORE

COUNTY OF RIVERSIDE

5 By: _____
6 JASON SIMPSON
7 City Manager
City of Lake Elsinore, California

By: _____
HANS KERNKAMP
General Manager-Chief Engineer
Department of Waste Resources

8 Date: _____
9

Date: _____

10
11 APPROVED AS TO FORM:

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

12
13 By: _____
14 BARBARA LEIBOLD
15 City Attorney
City of Lake Elsinore, California

By: _____
LISA SANCHEZ
Deputy County Counsel