



1 and insured hazardous waste transportation and disposal company through the  
2 competitive bidding process, with all costs for disposal of waste, staffing, and  
3 implementation of the program remaining the responsibility of COUNTY;

4 1.1.2 Provide liability coverage and indemnification to the extent specified in  
5 Section 5 below, with insurance coverage provided through COUNTY'S  
6 self-insurance program;

7 1.1.3 Determine that the hazardous waste disposal company contracted for the  
8 HHW Collection Event has obtained appropriate certificates of insurance that  
9 meet the criteria as established in the Code of Federal Regulations, Title 49,  
10 California Health and Safety Code, and for Workers' Compensation coverage;

11 1.1.4 Clean up any spills at the designated HHW Collection Event site  
12 associated with the HHW Collection Event, and upon completion of the HHW  
13 Collection Event, clean up the designated site to the condition existing prior to the  
14 HHW Collection Event;

15 1.1.5 Ensure that no hazardous materials of any type remain on site at the  
16 conclusion of the HHW Collection Event, and/or that any household hazardous  
17 waste left at the site is promptly removed upon prior arrangements by COUNTY  
18 with CITY;

19 1.1.6 Obtain all of the necessary permits and variances with the State of  
20 California, Environmental Protection Agency, Department of Toxic Substances  
21 Control and the County of Riverside, Community Health Agency, Department of  
22 Environmental Health, Certified Unified Program Agency known as the CUPA;

23 1.1.7 Ensure that staffing to assist in site security and in receiving, classifying,  
24

1 packaging, and manifesting the household hazardous waste received is provided,  
2 either by COUNTY or the contracted disposal company, with a representative  
3 from COUNTY supervising the activities at the HHW Collection Event;

4 1.1.8 Ensure that the contracted hazardous waste disposal company completes  
5 the off-site transportation and ultimate disposal of the hazardous waste, in  
6 accordance with State and Federal hazardous waste management and  
7 transportation laws;

8 1.1.9 Act as an independent contractor in the performance of its obligations  
9 hereunder, being subject to the control or direction of CITY merely as to the  
10 result to be accomplished by the services hereunder, and not as to the means and  
11 methods for accomplishing the results. COUNTY assumes exclusively the  
12 responsibility for its acts, and the acts of its employees or agents as they relate to  
13 the services to be provided under this Agreement; COUNTY shall not be entitled  
14 to any benefits payable to employees of CITY, including CITY workers'  
15 compensation benefits, and hereby holds CITY harmless from any and all claims  
16 that may be made against CITY based upon any contention by any third party that  
17 an employer-employee relationship exists by reason of this Agreement;

18 1.1.10 Provide regional advertising of HHW collection schedule and events and  
19 approve advertising provided by CITY as set out in Section 2.2.1.

20 **2. CITY'S DUTIES**

21 2.1 CITY agrees to provide a city-owned site, currently located at 51-251 Douma  
22 Street, Coachella, CA 92236 (designated as Bagdouma Park), that is satisfactory to  
23 COUNTY and meets the following requirements:

- 2.1.1 Safety considerations;
- 2.1.2 Convenience to the public;
- 2.1.3 Safe and convenient traffic flow;
- 2.1.4 Available work space for handling, packaging, and transportation of hazardous waste;
- 2.1.5 Concrete or asphalt work area;
- 2.1.6 Access to gates, water, electrical, and restroom facilities for the duration of the HHW Collection Event.

2.2 CITY shall be responsible for the following activities:

- 2.2.1 At CITY expense, HHW collection event and permanent HHW collection facility advertising, as approved by COUNTY in writing, using local news media, distribution of printed flyers/posters, and/or community service organizations;
- 2.2.2 May utilize volunteers for specific tasks, such as traffic control, handing out of flyers, surveys, etc., with any personnel within the collection site subject to COUNTY approval.

**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 Department, CITY Fire Department, and other departments or agency representatives, as necessary.

3.2 The hours of operation for the HHW Collection Event(s) will be 9:00 a.m. to 2:00 p.m. on days mutually agreed upon in writing and scheduled sufficiently in advance for HHW Collection Event arrangements to be made by both Parties.

1 **4. HHW COLLECTION PROGRAM**

2 4.1 The HHW Collection Event shall meet the following operations standards:

3 4.1.1 Traffic cones shall be set up to control traffic through the collection  
4 facility;

5 4.1.2 All vehicles shall have trunks open upon entering the restricted zone and  
6 occupant shall participate in a survey to be designed for both CITY and  
7 COUNTY use. Only authorized and trained personnel shall be allowed in the  
8 restricted waste handling areas. The restricted areas shall include the following:

9 4.1.2.1 Vehicle unloading area;

10 4.1.2.2 Categorization and waste packaging area;

11 4.1.2.3 Area for processing “unknown” wastes to determine hazard class.

12 4.1.3 The restricted areas (except the unloading area) will have, at a minimum, a  
13 6 millimeter layer of Vizqueen to prevent contamination of the pavement or soil.  
14 Only authorized personnel shall be allowed in the restricted area;

15 4.1.4 Trained contracted or COUNTY staff shall segregate wastes according to  
16 hazard classification, package compatible materials into Federal Department of  
17 Transportation approved hazardous materials shipping containers and fill with  
18 inert, moisture absorbent, granular, packing material as appropriate. Each  
19 shipping container shall be labeled and marked in accordance with State and  
20 Federal laws and regulations;

21 4.1.5 Shipping papers shall consist of written Hazardous Waste Manifests and  
22 Bills of Lading according to the appropriate waste stream profile;

1 4.1.6 COUNTY shall retain copies of each Hazardous Waste Manifest and/or  
2 Bill of Lading for a minimum of three (3) years as prescribed by law;

3 4.1.7 All waste classification, packaging, labeling, marking, manifesting, and  
4 transportation for recycling and disposal of hazardous waste shall be done in  
5 accordance with all applicable Federal and State Transportation laws and  
6 regulations pertaining to hazardous materials;

7 4.1.8 COUNTY shall have the responsibility for the disposition of the hazardous  
8 waste collected from the HHW Collection Program, with concurrence of the  
9 contracted hazardous waste transportation and disposal company;

10 4.1.9 Reuse and recycling, rather than disposal, shall be considered as the  
11 primary waste management method for material that can be reused or recycled in  
12 a timely and cost effective manner;

13 4.1.10 Treatment methods of detoxification and/or incineration shall be  
14 considered before Class I landfill disposal;

15 4.1.11 All final recycling, treatment, and disposal facilities considered must be  
16 authorized and found without substantial violations by the appropriate State  
17 and/or Federal regulatory agencies;

18 4.1.12 Effort will be made to recycle water-based paint so that it can be utilized  
19 for graffiti abatement projects or other useful purposes;

20 4.1.13 COUNTY or contracted personnel shall remain on-site until all hazardous  
21 waste is properly packaged, stowed and removed from the event site in secured  
22 trailers to prevent the potential for spills or release to the event site, unless prior  
23 arrangements are made with the CITY;

1 4.1.14 During the HHW Collection Event, the County of Riverside Hazardous  
2 Materials Emergency Response Team shall be on call;

3 4.1.15 COUNTY shall require that this HHW Collection Program be open and  
4 available to any resident of COUNTY and that non-residentially generated waste  
5 is excluded from acceptance;

6 4.1.16 COUNTY shall provide a report to CITY that shall quantify the amount  
7 and types of household hazardous waste collected at the planned HHW Collection  
8 Event.

9 **5. HOLD HARMLESS/INDEMNIFICATION**

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

20 5.2 COUNTY shall indemnify and hold harmless CITY, its officers, employees,  
21 subcontractors, agents or representatives (“CITY’S Indemnified Parties”) from any  
22 liability whatsoever, including but not limited to, property damage, bodily injury, or  
23 death, based or asserted upon any services of COUNTY, its Agencies, Districts, Special  
24

1 Districts and Departments, their respective directors, officers, Board of Supervisors,  
2 elected and appointed officials, employees, agents and representatives arising out of or in  
3 any way relating to this Agreement and COUNTY shall defend at its sole expense and  
4 pay all costs and fees, including but not limited to, attorney fees, cost of investigation,  
5 defense and settlements or awards, on behalf of the CITY'S Indemnified Parties in any  
6 claim or action based upon such liability.

7 5.3 With respect to any action or claim subject to indemnification herein, the  
8 indemnifying party shall, at their sole cost, have the right to use counsel of their choice  
9 and shall have the right to adjust, settle, or compromise any such action or claim without  
10 the prior consent of the indemnified party; provided, however, that any such adjustment,  
11 settlement or compromise in no manner whatsoever limits or circumscribes the  
12 indemnifying party's obligation to indemnify as set forth herein.

13 5.4 The provisions of this section shall survive the term of this Agreement.

14 **6. ADMINISTRATION**

15 6.1 COUNTY Department of Waste Resources General Manager-Chief Engineer, or  
16 designee, shall administer this Agreement on behalf of COUNTY.

17 6.2 CITY's City Manager, or designee, shall administer this Agreement on behalf of  
18 CITY.

19 **7. ALTERATION**

20 7.1 No alteration or variation of the terms of this Agreement shall be valid unless  
21 made in writing and signed by the parties hereto, and no oral understanding or agreement  
22 not incorporated herein, shall be binding on any of the parties hereto.

23 **8. TERM OF AGREEMENT**



1 8.1 This Agreement shall be effective as of July 1, 2024, and continue in effect  
2 through June 30, 2029, unless terminated by either party, with or without cause, upon  
3 thirty (30) days written notice served on the other party. In no event shall the Agreement  
4 be extended beyond June 30, 2029.

5 **9. ENTIRE AGREEMENT**

6 9.1 This Agreement contains the entire agreement between the parties with respect to  
7 the subject matter hereof, and supersedes all prior negotiations, understandings, or  
8 agreements both oral and written. This Agreement may be amended in writing with the  
9 concurrence of both parties.

10 **10. FORCE MAJEURE**

11 10.1 If either party is unable to comply with any provision of this Agreement due to  
12 causes beyond its reasonable control, and which could not have been reasonably  
13 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such  
14 party shall not be held liable for such failure to comply.

15 **11. SEVERABILITY**

16 11.1 If any provision or part thereof in this Agreement is held by a court of competent  
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions or part thereof  
18 will nevertheless continue in full force without being impaired or invalidated in any way.  
19  
20

21 [Signatures of Following Page]  
22  
23  
24

1 IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives  
2 to execute this Agreement on the date written below.

3  
4 CITY OF COACHELLA

COUNTY OF RIVERSIDE

5 By \_\_\_\_\_  
6 Dr. Gabriel D. Martin  
7 City Manager

By \_\_\_\_\_  
Hans Kernkamp  
General Manager-Chief Engineer  
Department of Waste Resources

8 Date: \_\_\_\_\_

Date: \_\_\_\_\_

9  
10 APPROVED AS TO FORM:

APPROVED AS TO FORM:  
MINH C. TRAN  
COUNTY COUNSEL

11  
12 By: \_\_\_\_\_

By: \_\_\_\_\_  
LISA SANCHEZ  
Deputy County Counsel

13 Title: \_\_\_\_\_  
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