AGREEMENT FOR OPERATION OF
HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

(County of Kern – City of California City)

THIS AGREEMENT, made and entered into this ____ day of
______________, 20____, by and between the COUNTY OF KERN, a political
subdivision of the State of California, as represented by the Public Works Department,
located at 2700 "M" Street, Bakersfield, CA 93301 (hereinafter “County”), and CITY OF
CALIFORNIA CITY, a political subdivision of the State of California, located at 21000
Hacienda Boulevard, California City, CA 93505 (hereinafter “California City”);

WITNESSETH:

WHEREAS, California City through its approved Household Hazardous Waste
Element has delegated to the County the responsibility to conduct the Household
Hazardous Waste Collection Program within its jurisdiction. California City and the
County wish to conduct a Temporary Household Hazardous Waste Collection Event as
a community service to ensure proper handling and disposal of household hazardous
waste.

(a) It has been determined that such a program will be in the best interest of
the public in that it will lessen the likelihood of toxic occurrences and reduce the quantity
of hazardous materials that are currently disposed of improperly through landfills,
sewers, and other drainage systems; and

(b) County has requested to use the California City Fire Department parking
lot as a collection site for the Temporary Household Hazardous Waste Collection Event.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as
follows:

1. California City agrees to provide adequate space at its parking lot, located
at 20890 Hacienda Boulevard, California City, CA for County’s use to conduct a
household hazardous waste collection event on Saturday, April 23, 2016. If the event
must be rescheduled for any reason, County’s Director of Public Works and a
representative of California City may select a mutually agreeable date for the event.

2. The County, as operator of the Temporary Household Hazardous Waste
Collection Event, shall comply with Title 22 California Code of Regulations, Chapter 45,
Article 1, §67450.4(c). Requirements Applicable to Temporary Household Hazardous
Waste Collection Facilities Deemed to Have a Permit by Rule, including Chapter 12,
Article 1, §66262.12 Identification Numbers for the Generator.

3. County shall arrange and provide for the collection, packaging,
transportation, and disposal of wastes in accordance with the provisions of all applicable
local, state, and federal requirements governing the handling and disposal of the materials and consistent with Attachment A, which is incorporated herein by reference.

4. Following the collection event, County shall, at County's expense, return the site of the collection event to the same condition and repair as prior to the collection event.

5. It is expressly understood that County, and any contractor engaged by it, shall be and are independent contractors and not the agent or employee of California City.

6. Mutual Indemnification. Each Party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting there from) to any person, including the indemnifying party's employees, affiliates, or agents, occasioned by or in connection with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act or omission by the indemnifying party's or its affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified (including reasonable attorneys' fees), from and after the time at which the party indemnified received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both parties' obligations under this Section do not extend to any liability caused by the sole negligence of the other party. This Section shall survive the termination or expiration of this Agreement.

7. This agreement contains the entire agreement between County and California City relating to the subject of this Agreement.

8. Each party reserves the right to terminate this Agreement upon giving a 30-day written notice to the other party.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written; and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AND RECOMMENDED:
Public Works Department

By: [Signature]
Craig M. Pope, Director

COUNTY OF KERN
"County"

By: [Signature]
Chairman, Board of Supervisors

APPROVED AS TO FORM:
Office of County Counsel

By: [Signature]
Phillip Hall
Deputy County Counsel

CITY OF CALIFORNIA CITY
"California City"

By: [Signature]
William T. Weil, City Manager

I:\CLERICAL\Agreements\Operations & Maintenance\2016_CalCity HHW.docx
ATTACHMENT A

CATEGORIES OF COMMON HOUSEHOLD HAZARDOUS WASTE COLLECTED AT TEMPORARY COLLECTION EVENTS

- Acid
- Antifreeze
- Base
- Fire Extinguisher
- Flammable Liquid
- Flammable Solid
- Fuses
- Home Generated Sharps
- Motor Oil
- Non-RCRA, Liquid
- Non-RCRA, Solid
- Oil Filter
- Organic Peroxide
- Oxidizer
- Paint – Latex
- Paint – Oil Base
- PCB Ballast
- Poison Liquid
- Poison Solid
- Spontaneously Combustible
- Water Reactive
- Universal Waste
  - Aerosol Spray Can
  - Battery – Alkaline
  - Battery – Auto
  - Battery – Gel Cell
  - Battery – Lithium
  - Battery – NiCad
  - Cathode Ray Tube
  - Fluorescent Tube
  - Mercury – Articles
  - Mercury – Compounds
  - Mercury – Elemental
  - Mercury Vapor Bulb

Only waste materials that can be classified as one of the categories above are accepted at Temporary Household Hazardous Waste Collection Events. Materials classified as explosives (i.e. ammunition, grenades, etc.) are not knowingly accepted. However, explosive materials may be discovered during sorting and processing. In these unusual events, Standard Operating Procedures are in place to safely manage explosives onsite, up to and including contacting the U.S. Navy Explosive Ordinance Disposal Team and/or the Kern County Sheriff Bomb Squad. Explosive materials, or other waste materials not listed above, are not transported from Temporary Collection Events for disposal. Additionally, with the exception of Home Generated Sharps, infectious or radioactive wastes are not accepted.