

TO: James L. App, City Manager
FROM: Joseph M. Deakin, Public Works Director
SUBJECT: Household Hazardous Waste Collection Facility Relocation
DATE: November 19, 2002

NEEDS: For the City Council to consider relocating the Household Hazardous Waste Collection Facility to the City Landfill.

FACTS:

1. On January 19, 1999, the City Council authorized a grant application and directed staff to pursue grant funding from the California Integrated Waste Management Board to establish a permanent Household Hazardous Waste (HHW) Collection Facility. On May 5, 1999, the City received notice that a \$100,000 grant had been awarded to establish the HHW Collection Facility. On October 22, 1999, the City HHW Collection Facility started operating at its current location of 625 Riverside Drive.
2. On April 2, 2002, the City Council adopted solid waste program changes and improvements, including joining the Integrated Waste Management Authority (IWMA) as of July 1, 2002. Among other features, the IWMA operates HHW Collection Facility serving all members. The City's HHW facility is currently operated by an IWMA subcontractor.

**ANALYSIS
AND**

CONCLUSION: The HHW Collection Facility is a key solid waste program for City residents. Because the HHW Program is a waste disposal program, locating the HHW Collection Facility at the City's Landfill may be more consistent with land use and operation practicalities.

The IWMA proposed an agreement with the City to greatly facilitate relocating the Household Hazardous Waste Collection Facility to the City's Landfill. The IWMA proposes to:

- Lease the facility to assume liability for operation
- Pay for reasonable facility closure costs
- Pay to move the facility
- Pay to establish the new site at the landfill

Because the City retains the option to detach from the IWMA, the Lease Agreement proposed by the IWMA includes the option for the City to cancel the HHW Collection Facility Lease upon detachment. In addition, the agreement specifically provides for all operating costs, including insurance, to be borne by the IWMA.

By relocating the HHW Facility at the landfill, customers with both trash and HHW will be able to be served at one facility.

POLICY

REFERENCE: California Code of Regulations, Section 66000 (AB939)

FISCAL

IMPACT: All costs associated with moving the facility and operating at the new site will be borne by the Integrated Waste Management Authority (IWMA). The City will realize a savings of approximately \$3,000 to close the existing site.

- OPTIONS:**
- a. Adopt Resolution No. 02-xx authorizing the Mayor to execute an agreement with the IWMA to relocate the Household Hazardous Waste Collection Facility to the City Landfill.
 - b. Amend, modify or reject the above option.

Attachments (2)

- 1) Resolution
- 2) DRAFT Agreement

HOUSEHOLD HAZARDOUS WASTE AGREEMENT

THIS AGREEMENT is made and entered into between the San Luis Obispo County Integrated Waste Management Authority, hereinafter called “the IWMA,” the City of El Paso de Robles as “the Owner” and Pacific Waste Services, Inc. hereinafter called “the Landfill Operator”.

RECITALS

WHEREAS, the IWMA desires to lease from Owner, a portion of land located at Paso Robles Landfill for the purposes of constructing a permanent household hazardous waste (HHW) collection facility; and

WHEREAS, the Owner will make its premises available for such use by the IWMA, subject to the terms and conditions of the Agreement; and

WHEREAS, the Landfill Operator will provide assistance with the construction and operation of a HHW collection facility subject to the terms and conditions of the Agreement; and

WHEREAS, the IWMA, the Owner and the Landfill Operator desire to provide a new collection facility (herein “New Facility”) to provide for the convenient and proper management of household hazardous waste. The HHW Collection Facility, to be located at the Paso Robles Landfill, is more particularly described in “Exhibit 1” attached hereto and incorporated herein by reference (“Site Plan”).

NOW, THEREFORE, the parties do mutually agree as follows:

A. RESPONSIBILITIES OF THE IWMA

1. The IWMA, at its sole cost, shall design and construct a concrete pad for placement of a HHW collection facility in accordance with the Site Plan.
2. Owner shall transfer ownership of and the IWMA shall take ownership from the Owner of the existing HHW collection facility equipment located at 625 Riverside Avenue, Paso Robles, California, at no cost. The IWMA will prepare the necessary closure documents, notices and permits to close the existing HHW collection facility site, relocate the HHW collection facility equipment and establish a new HHW Collection Facility at the location shown on the Site Plan. Any cleanup cost associated with the operation of the existing HHW collection facility located at 625 Riverside Avenue shall be the responsibility of the Owner. In the event that the Owner withdraws from the San Luis Obispo County Integrated Waste Management Authority, the ownership of the existing HHW collection facility equipment which was transferred to the IWMA shall be transferred back to the Owner at no cost.

3. The IWMA shall provide all personnel, storage and handling equipment necessary for the storage of HHW collected by the IWMA at the New Facility and adequate materials for packing the same.
4. The IWMA shall be responsible for collecting HHW from the public at the New Facility. The IWMA will open the facility for public use no less than once per week for a minimum of 4 hours, at a recurring day and time each week (example Saturdays from 11 am to 3 pm), and may increase days and hours of operation based upon demand.
5. The IWMA shall be responsible for packing hazardous waste into drums and boxes for shipment. The IWMA will also label and manifest the drums and boxes. Solid waste, which no longer contains hazardous waste, generated by the IWMA as the result of the operation at the New Facility shall be removed and disposed of by the Landfill Operator. Storage of the solid waste shall be in a manner approved by the Owner.
6. The IWMA shall contract with a licensed hazardous waste hauler to remove and dispose of all HHW collected by IWMA at the New Facility on a regular basis, at least once annually.
7. The IWMA shall be responsible for obtaining all necessary permits for the construction and operation of the New Facility.
8. The IWMA shall be responsible for complying with all County, State and Federal ordinances, regulations and statutes now in force and effect or which may hereinafter be in force with regards to the use and operation of the New Facility.
9. The IWMA shall train personnel prior to initiation of collection services, and as necessary thereafter due to changes in law or circumstances, but at least once annually.
10. The IWMA shall provide the closure assurance for the New Facility required by State Law.
11. The IWMA shall provide general liability insurance of at least \$1 Million. Said insurance shall be on an "occurrence basis" and shall include the following endorsements:
 - (a) The Owner and Landfill Operator, their officers, directors, employees, volunteers and agents shall be named as additional insureds;
 - (b) The coverage afforded to the Owner and Landfill Operator shall be primary and non-contributing with other insurance maintained by the Owner and Landfill Operator.
12. The IWMA shall be responsible for assuring that the New Facility is maintained in a secure, safe and appropriate manner and shall cooperate and coordinate its activities with Landfill Operator.

13. The IWMA shall be responsible for cleanup and remediation, to industry standards, of all spills and/or leaks of waste material that is collected and/or stored at the New Facility.

14. The IWMA shall provide signage approved by the Owner that provides the public with notice of the location of the New Facility, hours of operation and the New Facility's entrance and exits.

B. RESPONSIBILITY OF THE OWNER

1. The Owner agrees to lease the designated New Facility property to the IWMA. The parties agree that the term of the lease shall be for a period of ten (10) years commencing on the date of this signed Agreement. The IWMA agrees to pay to the Owner annual rent of One Dollar (\$1.00) for each year during the term of this lease. The parties agree that the IWMA shall, if not then in default of this Agreement, have an option to extend the term of this Agreement for an additional period of ten (10) years from the original expiration date of this Agreement. Said option shall be executed in writing at least thirty (30) days prior to the termination of the Agreement.

C. RESPONSIBILITY OF THE LANDFILL OPERATOR

1. The Landfill Operator agrees to transfer and dispose of solid waste generated at the New Facility.

2. In the event the Landfill Operator, during its load checking operations, discovers household hazardous waste among the solid waste delivered to the Paso Robles Landfill, Landfill Operator shall be permitted to dispose of such household hazardous waste at the New Facility.

3. The Landfill Operator will direct the public to the New Facility on the schedule established by the IWMA.

D. INDEMNIFICATION

1. It is agreed that the IWMA shall defend, save harmless, and indemnify the Owner, its officers, directors, agents, and employees and the Landfill Operator, its officers, directors, agents, and employees from any and all claims for injuries and damages to persons and/or property which arise out of the terms and conditions of this Agreement and the operation and maintenance of the New Facility and which result from the negligent acts or omissions of the IWMA, its officers, agents, consultants, contractors, and/or employees.

2. It is further agreed that the Owner shall defend, save harmless, and indemnify the IWMA its officers, and employees and the Landfill Operator, its officers, and employees from any and all claims for injuries and damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Owner, its officers, directors, agents, and/or employees.

3. It is further agreed that the Landfill Operator shall defend, save harmless, and indemnify the IWMA its officers, and employees and the Owner, its officers, and employees from any and all claims for injuries and damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the Landfill Operator, its officers, directors, agents, and/or employees.

4. Termination of this Agreement shall not release the IWMA from its obligations referenced in Section A, above, as to any claims, so long as the event upon which such claim is predicated shall have occurred prior to the effective date of any such termination and arose out of or was in any way connected with the performance or operations under this Agreement by the IWMA, its employees, agents, contractors and/or consultants, or the employee, agent and/or consultant of any one of them.

5. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements referenced in Section A.11. above does not relieve the IWMA from the indemnification requirements referenced above. The indemnification referenced above shall apply whether or not the insurance policies have been determined to be applicable to any of such damages or claims for damages.

E. CLEAN UP OF SITE

At the termination of this Agreement, the IWMA shall remove any and all of the IWMA=s equipment, including collection structure, office trailer, storage tanks and drums, and any household hazardous waste remaining at the facility. The only item remaining on-site will be the concrete pad which will become the property of the Owner.

F. RELATIONSHIP OF THE PARTIES

The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Owner does not in any way nor for any purpose become a partner of the IWMA or a joint venturer with the IWMA in the conduct of the IWMA's business or otherwise.

G. TERMINATION

This Agreement is subject to the annual appropriation of funds to provide HHW services. If the IWMA fails to appropriate the funds necessary to conduct the program, then the Agreement can be terminated with 30 days notice.

H. SEVERABILITY

Should any provision of this Agreement be found invalid by a court or other body of competent jurisdiction, said invalidity or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in force to the maximum extent possible.

I. CALIFORNIA LAW

This Agreement shall be governed by the law of the State of California.

J. ATTORNEYS' FEES

In the event Owner, IWMA and/or Landfill Operator shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees to be determined by the Court.

K. COMPLETE AGREEMENT

This Agreement contains the complete agreement between the parties and can only be modified by written amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2002.

San Luis Obispo County
Integrated Waste Management Authority

By: _____ Date: _____
Tony Ferrara, President

El Paso de Robles

By: _____ Date: _____

Pacific Waste Services

By: _____ Date: _____

Approved as to form and legal effect:

By: _____ Date: _____
Raymond A. Biering, IWMA Counsel

Approved as to form and legal effect:

By: _____ Date: _____
El Paso de Robles Counsel

RESOLUTION NO. 02-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CALIFORNIA
INTEGRATED WASTE MANAGEMENT BOARD (IWMA) TO RELOCATE THE HOUSEHOLD
HAZARDOUS WASTE COLLECTION FACILITY TO THE CITY LANDFILL

WHEREAS, in 1999, the City applied for and received a grant from the California Integrated Waste Management Board to establish a permanent Household Hazardous Waste (HHW) Collection Facility. The facility has been in operation since October of 1999; and

WHEREAS, on April 2, 2002, the City Council adopted solid waste program changes and improvements, including joining the Integrated Waste Management Authority (IWMA) as of July 1, 2002. Among other features, the IWMA provides HHW Collection Facility operating efforts to members; and

WHEREAS, the IWMA has proposed an agreement with the City to greatly facilitate relocating the HHW Collection Facility to the City's Landfill. The IWMA proposes to:

- Lease the facility to assume liability for operation
- Pay for reasonable facility closure costs
- Pay to move the facility
- Pay to establish the new site at the landfill; and

WHEREAS, the HHW Collection Facility is a key solid waste program for City residents. Because the HHW Program is a waste disposal program, locating the HHW Collection Facility at the City's Landfill may be more consistent with land use and operation practicalities. Additionally, by relocating the HHW Facility at the landfill, customers with both trash and HHW will be able to be served at one facility.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City Council of the City of Paso Robles does hereby authorize the Mayor to execute the agreement with the IWMA to relocate the Household Hazardous Waste Collection Facility to the City Landfill.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 19th day of November 2002 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk