

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 15.3  
(ID # 27775)

MEETING DATE:  
Tuesday, May 20, 2025

FROM : DEPARTMENT OF WASTE RESOURCES

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approve the Household Hazardous Waste Sharps Collection Site Services Agreement with Med-Project CA, LLC for Sharps Waste Collection and Removal Services for one year, with automatic renewal periods thereafter; Authorize the General Manager-Chief Engineer to Execute Agreements with CalRecycle-approved Stewardship Organizations, All Districts. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Household Hazardous Waste Sharps Collection Site Services Agreement with Med-Project CA, LLC for sharps waste collection and removal services, effective upon signature of the parties for a period of one (1) year and automatically renewing every year thereafter, and authorize the Department of Waste Resources General Manager-Chief Engineer to sign the Agreement on behalf of the County;
2. Authorize the General Manager-Chief Engineer to enter into and execute agreements, with no monetary compensation and as approved as to form by County Counsel, with California's Pharmaceutical and Sharps Waste Stewardship Organizations approved by CalRecycle (CalRecycle-approved Stewardship Organizations) for the collection and disposal of Home-Generated Sharps Waste and Pharmaceutical Waste, with a term commencing on or after May 20, 2025 and terminating no later than June 30, 2030; and

Continued on page 2

**ACTION:**Policy

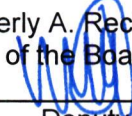
  
Andrew Cortez 5/12/2025

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 20, 2025  
xc: Waste

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize the Department of Waste Resources General Manager-Chief Engineer, or designee, to take all actions necessary to administer the agreements with Med-Project CA, LLC and any CalRecycle-approved Stewardship Organization on behalf of the County, including to sign all necessary documents, certifications, and reports related to the administration of said agreements, and to execute any necessary amendments, including to exercise the options of the agreement, effectuate renewals, and modify the scope of work and exhibits, as approved as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Waste Resources Enterprise Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 -25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Department of Waste Resources (DWR) manages the County's Household Hazardous Waste (HHW) Collection program providing free HHW collection services to Riverside County residents. As part of the program, DWR collects home-generated used sharps at thirty-three (33) annual temporary HHW collection events, four (4) permanent HHW collection facilities and two (2) sharps kiosks located at the Badlands and Lamb Canyon landfills. DWR operates the program with the goal of reducing environmental contamination and potential harm to individuals by preventing improper disposal of HHW in regular waste streams. In 2018, Senate Bill (SB) 212 established an extended producer responsibility (EPR) program to initiate a statewide takeback system for medical sharps and pharmaceutical waste. The EPR program ensures funding for the proper disposal of sharps and pharmaceuticals by shifting responsibility from consumers and municipalities to the manufacturers/distributors of the products. The new law authorized the California Department of Resources Recycling and Recovery (CalRecycle) to establish a stewardship program for the proper collection and disposal of sharps and pharmaceutical waste. To implement the stewardship program, CalRecycle has approved non-profit organization providers such as Med-Project CA, LLC (Med-Project), who recently updated their stewardship program to also offer home-generated sharps disposal services for HHW events/facilities such as those operated by DWR.



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In addition, DWR's HHW program currently collects small amounts of pharmaceutical waste but may see an increase in pharmaceutical waste collection over the next few years, depending on changes to legislation; possibly prompting the need to enter into future agreement(s) with an approved pharmaceutical waste provider when necessary.

It is recommended that the Board authorize the DWR's General Manager-Chief Engineer to enter into agreements with one or more CalRecycle-approved stewardship providers for the collection and disposal of sharps and pharmaceutical waste including the attached agreement with Med-Project, as it is beneficial to the County residents and the environment.

**Impact on Citizens and Businesses**

DWR's HHW Collection program provides County residents with free collection and disposal services for home-generated sharps/pharmaceutical waste, protecting public health and the environment.

**Additional Fiscal Information**

There will be no cost to the DWR or the County as a result of entering into stewardship program agreements with CalRecycle-approved providers. Currently, DWR's annual estimated disposal cost for sharps is \$44,000 which will be eliminated upon entering into an agreement with Med-Project.

**Contract History and Price Reasonableness**

The agreement with Med-Project will eliminate DWR's sharps disposal costs, resulting in a savings, and is therefore considered reasonable.

**ATTACHMENTS**

**ATTACHMENT A. MED-PROJECT HOUSEHOLD HAZARDOUS WASTE SHARPS  
COLLECTION SITE SERVICES AGREEMENT**

  
\_\_\_\_\_  
Jason Farin, Principal Policy Analyst 5/14/2025

  
\_\_\_\_\_  
Gregg Gu, Chief of Deputy County Counsel 5/14/2025

# HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

This Household Hazardous Waste Sharps Collection Site Services Agreement, including as amended, supplemented or otherwise modified from time to time (the "Agreement") is entered into between **MED-Project CA, LLC**, a Washington, D.C. limited liability company with offices at 1800 M Street, NW, Suite 400 South Washington, DC 20036 ("MED-Project"), and **Riverside County Department of Waste Resources**, a political subdivision of the State of California operating Household Hazardous Waste Collection Sites with offices at 14310 Frederick Street, Moreno Valley, CA 92445 ("COUNTY") (each individually, a "Party," collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. Definitions.

- 1.1. "Applicable Laws" shall mean all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, decrees or pronouncements of any governmental, administrative or judicial authorities including, but not limited to, the "Take-back Law" (defined below) with respect to each "Jurisdiction" (defined below), U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R. Parts 171-185, Occupational Safety and Health Administration Bloodborne Pathogens Standard, 29 C.F.R. § 1910.1030, the applicable state laws identified in Exhibit B, and any amendments or modifications to these legal requirements.
- 1.2. "Effective Date" shall mean the date defined in Agreement § 23.
- 1.3. "Rapid Response Requests" shall mean requests for "Program Services" (defined below) in response to any events, situations, activities or

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circumstances that pose a risk or potential risk of harm or injury to property or persons.

- 1.4. "COUNTY Collection Site" shall mean the site(s) listed in Exhibit D.
- 1.5. "COUNTY Services" shall mean the obligations identified in Agreement § 4.
- 1.6. "Jurisdiction" shall mean the geographical area identified in Exhibit A.
- 1.7. "Losses" shall mean any costs, expenses, damages or diminution of value.
- 1.8. "Manager" shall mean the respective individuals identified in Exhibit D for each COUNTY Collection Site.
- 1.9. "Plan" shall mean the respective approved MED-Project Product Stewardship Plan for Home-Generated Sharps Waste operating in the Jurisdiction.
- 1.10. "Program Services" shall mean the obligations identified in Agreement § 3.
- 1.11. "Take-back Law" shall mean, a law, regulation, ordinance, or other legal requirement identified in Exhibit A.
- 1.12. "Sharps" shall mean sharps as defined in the Take-back Law.
- 1.13. "Vendor" shall mean any qualified vendor contracted by MED-Project to perform transportation, collection, and disposal services for Waste Accumulation Containers (defined below) as identified in Exhibit E, and any Vendor assignees or subcontractors.
- 1.14. "Waste Accumulation Container" shall mean receptacles used for the collection of Sharps and FDA-cleared sharps containers containing Sharps approved by MED-Project or Vendor and identified in Exhibit C

## 2. Representations and Warranties.

- 2.1. COUNTY hereby represents and warrants as follows:
  - 2.1.1. COUNTY is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing and disposal of Sharps;
  - 2.1.2. COUNTY possesses all required authorizations and authority to enter into

CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



## **HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT**

this Agreement and this Agreement has been duly authorized and executed by COUNTY in compliance with all required authorizations;

- 2.1.3. COUNTY's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which COUNTY is a party or by which it may be bound; and
- 2.1.4. COUNTY may receive any source of grant funding or other independent source of funding for the collection and handling of Sharps, or for any promotional activities related to such services. COUNTY may also obtain transport, treatment, or disposal of Sharps at any time from any other vendor providing such services.

2.2. MED-Project hereby represents and warrants for itself, and to the extent applicable, with respect to Vendor, as follows:

- 2.2.1. Vendor is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing, and disposal of Sharps;
- 2.2.2. MED-Project possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by MED-Project in compliance with all required authorizations; and
- 2.2.3. MED-Project's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument or understanding to which MED-Project is a party or by which it may be bound.

### **3. Program Services.**

- 3.1. MED-Project and Vendor shall perform all obligations required of them under this Agreement in compliance with Applicable Laws.
- 3.2. Program Services are available only to COUNTY Collection Sites listed in Exhibit D.
- 3.3. MED-Project or Vendor shall:

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- 3.3.1. Supply each COUNTY Collection Site with Waste Accumulation Containers to collect and contain Sharps;
- 3.3.2. Collect Waste Accumulation Containers containing Sharps on a regular schedule or upon request by the Manager and approval by MED-Project (which MED-Project shall not unreasonably deny);
- 3.3.3. Review and inspect Waste Accumulation Containers periodically;
- 3.3.4. Respond to, or obtain a response to, Rapid Response Requests from a Manager;
- 3.3.5. Transport, treat, and dispose of, or cause the transportation, treatment, and disposal of, Sharps collected in Waste Accumulation Containers from COUNTY Collection Site in accordance with all Applicable Laws; and
- 3.3.6. Remove Waste Accumulation Containers from the COUNTY Collection Site if this Agreement terminates pursuant to Agreement § 10.

### **4. COUNTY Services**

- 4.1. COUNTY shall perform all obligations required of it under this Agreement in compliance with Applicable Laws.
- 4.2. Only COUNTY Collection Sites listed in Exhibit D may request or obtain Program Services under this Agreement including obtaining Waste Accumulation Containers. To obtain a Waste Accumulation Container, COUNTY must:
  - 4.2.1. Identify a Manager for the COUNTY Collection Site;
  - 4.2.2. Request a Waste Accumulation Container or Containers from MED-Project. This request is subject to MED-Project's approval; and
  - 4.2.3. Provide appropriate and adequate space for the staging and secure storage of Waste Accumulation Containers in compliance with Applicable Laws.
- 4.3. COUNTY will not alter Waste Accumulation Containers.
- 4.4. At each COUNTY Collection Site, COUNTY shall:



## **HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT**

- 4.4.1. Provide qualified staff to perform COUNTY Services. Such qualified staff, including the Manager, must be trained on compliance with Applicable Laws and procedures for Sharps collection, storage, and transportation under this Agreement;
- 4.4.2. Complete any documentation MED-Project or Applicable Laws require for Sharps collection, storage, transportation, or disposal;
- 4.4.3. Securely maintain any documentation required under Agreement § 4.4.2 for the later of the time required under Applicable Laws or five (5) years;
- 4.4.4. Provide any documentation required under Agreement § 4.4.2 to MED-Project for inspection upon request;
- 4.4.5. Collect Sharps and sharps containers within the Waste Accumulation Container. Sharps are in COUNTY's custody until they are shipped from the COUNTY Collection Site;
- 4.4.6. Ensure that only Sharps contained in FDA-cleared sharps containers are collected in MED-Project Waste Accumulation Containers and no other materials are deposited in Waste Accumulation Containers at COUNTY Collection Site;
- 4.4.7. Set up a routine pick up schedule with the Vendor and notify MED-Project if a Waste Accumulation Container is full and collection services are needed;
- 4.4.8. Make an authorized COUNTY Collection Site representative available at COUNTY Collection Site at the time Waste Accumulation Containers are provided or collected for transport;
- 4.4.9. Promptly notify MED-Project, Installation Vendor, and Vendor of any Waste Accumulation Container-related service or maintenance concerns or needs;
- 4.4.10. Ensure that the required signage provided by MED-Project, if applicable, is used for Waste Accumulation Containers

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- while staged or stored at COUNTY Collection Site; and
- 4.4.11. Allow MED-Project and Vendor to perform Program Services.
- 4.5. MED-Project and Vendor are not responsible for managing any non-Sharps waste or other materials collected by the COUNTY that fall outside the scope of the Plan and Take-back Law. COUNTY is solely responsible for managing such materials.
- 4.6. If there are multiple approved program operators under the Take-back Law, COUNTY will equitably distribute requests for the removal of home-generated sharps waste under the Take-back Law to MED-Project.

### ***5. Payment.***

- 5.1. COUNTY shall not be responsible for paying the charges of MED-Project or Vendor for Program Services.
- 5.2. MED-Project shall not be responsible for paying or reimbursing the COUNTY for any costs or expenses associated with the performance of any of COUNTY's obligations under Agreement § 4 or any other services rendered in connection with this Agreement.

### ***6. Nature of the Relationship.***

- 6.1. Each Party is entering into and will perform the activities contemplated by this Agreement solely as an independent entity. This Agreement does not create any other relationship between the Parties, or with Vendor, including but not limited to the relationship of partners, joint ventures, or agent or legal representative of the other for any purpose whatsoever. None of the Parties will (i) make any representation that would create an apparent agency, partnership, co-employment or joint venture relationship with any other Party or with Vendor, (ii) have the power, expressed or implied, to obligate or bind the other in any manner whatsoever, or (iii) be responsible for any act or omission of the other or Vendor or any employee of the other or of Vendor (except as provided in Agreement § 8).



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Except for MED-Project's power to obligate or bind Vendor under Agreement § 3, neither Party has the power to obligate or bind Vendor in any manner whatsoever. No employee of COUNTY, MED-Project, or Vendor will be considered an employee of any other Party for any purpose in connection with the performance of this Agreement. No Party to this Agreement has the ability to direct, control, schedule, hire or discipline any other Party's employee or the employees of Vendor.

**7. Report of Theft or Diversion.**

- 7.1. In the event of any theft, unexplained loss, or diversion of Waste Accumulation Container or Sharps, safety or security problem, or environmental incident, including spills and releases reported to any governmental authority, occurring during performance of this Agreement and relating to Program Services or COUNTY Services under this Agreement, the Party that becomes aware of such condition or event shall notify the other Party immediately.
- 7.2. A Party with information about the conditions or events referenced in Agreement § 7.1 will provide to the other Party any information about such conditions or events necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws.
- 7.3. At either Party's request, the Parties will cooperate to investigate the conditions or events described in Agreement § 7.1.

**8. Indemnification.**

- 8.1. To the fullest extent permitted by law, each Party (each, as the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party, its affiliated entities and its and their Representatives (collectively, the "Indemnified Party") from and against all Losses to the extent arising out of or related to any and all liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action from third party claims to the extent arising out of or related to the Indemnifying Party's (a) material

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breach of this Agreement, or (b) negligence, recklessness, or willful misconduct.

- 8.2. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any indemnifiable claim; provided, that failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations (except to the extent that the failure is prejudicial to the Indemnifying Party's ability to defend such claim or action). The Indemnified Party shall, at the Indemnifying Party's expense, provide reasonable cooperation and assistance in the defense or settlement of the claim, and the Indemnifying Party shall have control over the defense and settlement of the same (provided that the Indemnified Party shall be entitled to participate in the defense and settlement of the claim and to employ counsel at its own expense to assist in the handling of the claim). The Indemnifying Party will not agree to any settlement or compromise affecting the financial or legal obligation of the Indemnified Party (including a settlement or compromise that (i) results in any admission of guilt on the part of an Indemnified Party; (ii) imposes any obligation or liability on an Indemnified Party; or (iii) has a judicially binding effect on any Indemnified Party) without the Indemnified Party's prior written consent.

**9. Limitation of Liability**

- 9.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, ENHANCED, OR SPECIAL DAMAGES, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT OR TORT, EVEN IF SUCH PARTY WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 9.2. A PARTY'S SOLE AND ENTIRE MAXIMUM LIABILITY FOR ANY REASON, AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED



## HOUSEHOLD HAZARDOUS WASTE SHARPS COLLECTION SITE SERVICES AGREEMENT

TO THE COST OF THE PROGRAM SERVICES  
MED-PROJECT PROVIDED PURSUANT TO  
AGREEMENT § 3 OVER THE LAST TWELVE  
MONTHS.

### ***10. Term, Termination.***

- 10.1. The term of this Agreement shall commence as of the Effective Date and continue in force for a period of one (1) year. Following the expiration of that initial term, and any subsequent term, the Agreement will automatically renew for an additional one (1) year, unless either Party provides the other Party written notice that it is not renewing this Agreement at least sixty (60) days prior to expiration of the then-current term (collectively, the "Term").
- 10.2. This Agreement terminates on the earlier of:
  - 10.2.1. Expiration of the Term under Agreement § 10.1.
  - 10.2.2. Notice from COUNTY to MED-Project of MED-Project's breach of this Agreement (other than a breach of the representations in Agreement § 2.2) unless MED-Project takes immediate steps to cure the breach.
  - 10.2.3. Notice from MED-Project to COUNTY of COUNTY's breach of this Agreement (other than a breach of the representations in Agreement § 2.1) unless COUNTY takes immediate steps to cure the breach.
  - 10.2.4. Notice from either Party to the other Party that this Agreement is terminated without cause. This Agreement shall terminate fourteen (14) days after such written notice.
  - 10.2.5. If the representations and warranties set forth in Agreement §§ 2.1 or 2.2 cease to continue to be correct, this Agreement shall terminate immediately.
- 10.3. Compliance with Agreement § 3.3.6 shall be MED-Project's sole financial obligation with respect to any termination of the Agreement under Agreement § 10.2.

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- 10.4. If a Plan is suspended, revoked, or discontinued in the Jurisdiction, MED-Project may, at its sole discretion, terminate Program Services for COUNTY in the Jurisdiction by providing COUNTY seven (7) days' notice. COUNTY's obligations to provide COUNTY Services for MED-Project in that Jurisdiction will terminate seven (7) days' after such notice. Termination of Program Services or COUNTY Services under Agreement § 10.4 does not terminate the Agreement or otherwise affect Program Services or COUNTY Services in any other Jurisdiction.

### ***11. Severability.***

- 11.1. In the event any provision of this Agreement shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In the event that a provision cannot be made legally enforceable, the remaining terms of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

### ***12. Assignment/Subcontracting.***

- 12.1. Except as expressly contemplated under this Agreement, including without limitation the engagement by MED-Project of a Vendor, neither Party shall assign or subcontract any of its duties or obligations hereunder or assign this Agreement or its rights hereunder without the express written permission of the other Party, such consent not to be unreasonably withheld. Any assignment, delegation or subcontracting in violation of the above shall be void and ineffective. Notwithstanding this or any other provision of this Agreement: (i) MED-Project shall have the right at any time to substitute Vendor, upon written notice as set forth in Agreement §16.2.1, and (ii) each Party may transfer or assign this Agreement and that Party's respective rights and obligations hereunder to its successor in connection with



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any transfer of ownership, merger, or  
acquisition of such Party.

**13. Survival.**

- 13.1. The obligations set forth in Agreement §§ 3.3.6, 4.4.3, 4.4.4 6, 7, 8, 9, 10.3, 11, 14, 15, 16.1, 17, 18, 19, 20, 21, and 22 shall survive termination of this Agreement.

**14. Third Party Beneficiaries.**

- 14.1. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity, company or organization, other than COUNTY or MED-Project, any right, remedy, cause of action or claim under or by reason of this Agreement or any term or provision hereof, all of which shall be for the sole and exclusive benefit of COUNTY and MED-Project.

**15. Notice.**

- 15.1. All notices to be provided in connection with this Agreement, including, without limitation, any requests or approvals described in this Agreement, shall be in writing. Notices shall be deemed effective (i) when delivered by hand to the Party entitled to receive notice, (ii) on the next business day after delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery, or (iii) when sent by e-mail.
- 15.2. All notices in connection with this Agreement including, without limitation, any requests or approvals described in this Agreement, shall be sent to the individual or individuals that each Party designates to receive such correspondence on behalf of the Party. Initially, notices shall be provided, if to MED-Project, to:

Jim Wilson  
Lead Director, Legal and Compliance  
MED-Project CA, LLC  
1800 M Street, NW, Suite 400 South  
Washington, DC 20036  
[legalaffairs@med-project.org](mailto:legalaffairs@med-project.org)

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Phone: 1 (833) 633-7765 / 1 (833)  
MED-PROJECT  
Fax: (866) 633-1812

and if to COUNTY, to:

Lisa Thompson  
Environmental Compliance Manager  
Riverside County Department of Waste  
Services 14310 Frederick Street  
Moreno Valley, CA 92553  
[ethompson@rivco.org](mailto:ethompson@rivco.org)  
Phone: 951-486-3265

**16. Complete Agreement, Headings, Modification.**

- 16.1. This Agreement, along with its Exhibits, sets forth the complete agreement of the Parties with respect to the subject matter hereof. No prior or contemporaneous oral or written agreement or representation shall be effective to modify the express terms of this Agreement. Headings have been inserted for the convenient reference of the Parties and shall not be used to modify or interpret the express terms of the Agreement. No modification to this Agreement shall be valid unless it is made in writing, specifically states that it amends this Agreement, and is signed by authorized representatives of both Parties.
- 16.2. Notwithstanding Agreement § 16.1:
- 16.2.1. MED-Project shall have the right to change Vendor and amend Exhibit E at its sole discretion seven (7) days upon written notice to COUNTY. In such a case, the new entity that becomes the Vendor will be responsible under this Agreement for the Program Services provided by Vendor from and after the date of such change.
- 16.2.2. Jurisdictions, Take-back Laws, and state laws may be added to, edited in, or removed from Exhibit A and B through the mutual written consent of an authorized individual from each Party; however, if MED-Project terminates Program Services pursuant to Agreement § 10.4, MED-Project has the right to remove the subject Jurisdiction, Take-back Laws, and state



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laws from Exhibit A and B at its sole discretion upon written notice to COUNTY.

- 16.2.3. The specified Waste Accumulation Containers in Exhibit C may be changed through the mutual written consent of an authorized individual from each Party
- 16.2.4. COUNTY Collection Sites and Managers may be added to, edits in, or removed from Exhibit D of this Agreement respectively through the mutual written consent of an authorized individual from each Party.

***17. Signatures.***

- 17.1. This Agreement is legally binding when, and not until, each Party has received from the other a counterpart of this Agreement signed by an authorized representative. The Parties may sign separate, identical counterparts of this document; taken together, they constitute one Agreement. The signed counterpart may be delivered by any reasonable means, including electronic transmission.
- 17.2. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same

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force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the California Civil Code.

***18. INTENTIONALLY OMITTED.***

***19. Choice of Law and Venue.***

- 19.1. This Agreement is made and entered into in California and shall be interpreted and construed in accordance with the laws of the State of California.
- 19.2. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California or United States Federal Court located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location, and the Parties submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

***20. Confidentiality and Publicity.***

- 20.1. Except as provided in Agreement § 20.2, each Party shall treat as confidential and not disclose to any third party, without in each instance securing the prior written consent of the other Party, any information that becomes available to it through this Agreement, including this Agreement, and is not now or does not enter the public domain (other than by acts, omissions, or fault of the Party seeking to disclose such information), or is not already known by the recipient Party.
- 20.2. Agreement § 20.1 does not apply to disclosures that are:
- 20.2.1. Required by Applicable Laws;
- 20.2.2. Made to a law enforcement agency as part of an actual or potential law enforcement agency investigation; or



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20.2.3. Made to MED-Project's subcontractors or assignees (including Vendor) as necessary to perform this Agreement, comply with Applicable Laws, or assist a law enforcement agency as part of an actual or potential law enforcement agency investigation.

20.3. Each Party shall limit disclosures under Agreement § 20.2 to the extent practicable.

20.4. Neither Party shall use the name, trade name, service marks, trademarks, trade dress, or logos of the other Party in releases, advertising, or any other publications, without such Party's prior written consent in each instance; except that either Party is authorized to use the other Party's name, trade name, logo, and contact information with regard to public outreach and educational efforts taken with regard to the Plan or as required to comply with Applicable Laws. This provision applies to written and online releases and communications, including those appearing on a website and those circulated via social media platforms including, but not limited to, Facebook, X, and LinkedIn.

**21. Authority.**

21.1. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party and its employees and that upon execution, this Agreement shall be binding upon the Party and its employees in accordance with its terms.

21.2. Each individual modifying and/or providing written consent under this Agreement represents and warrants that he or she is duly authorized to make such modifications and/or consents on behalf of the Party and its employees.

**22. Waiver.**

22.1. No consent or waiver, express or implied by a Party, to or of any breach or default by the other in the performance by that other Party of obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other Party of the same or any other obligation of that Party under this Agreement. Failure of a Party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that Party of rights under this Agreement. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain that Party's consent in any future instance.

**23. Effective Date**

23.1. The Agreement takes effect when both Parties have signed it in accordance with Agreement § 17.

***Signature Page Follows***

**HOUSEHOLD HAZARDOUS WASTE  
SHARPS COLLECTION SITE SERVICES  
AGREEMENT**

**MED-Project®**  
Medication Education & Disposal

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

**MED-PROJECT CA, LLC**

By:  849218198699413...

Name: Jim Wilson

Title: Lead Director, Legal and Compliance

Date: 4/19/2025 | 6:05 AM PDT

**Riverside County Department of Waste Resources**

By: \_\_\_\_\_

Name: Andy Cortez

Title: General Manager, Chief Engineer

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



**HOUSEHOLD HAZARDOUS WASTE  
SHARPS COLLECTION SITE SERVICES  
AGREEMENT**

**MED-Project®**  
Medication Education & Disposal

**Exhibit A  
Jurisdiction and Take-back Laws**

Jurisdiction	Ordinance
State of California, Geographical area defined by Senate Bill 212 (2018)	Cal. 30 Pub. Res. Code §§ 42030 <i>et seq.</i> (2018); Cal. Code Regs. tit. 14, §§ 18972.1 – 18975.2 (2021).

**HOUSEHOLD HAZARDOUS WASTE  
SHARPS COLLECTION SITE SERVICES  
AGREEMENT**



**Exhibit B  
State Laws**

States	State Laws
California	California Medical Waste Management Act, Ca. Health & Safety Code §§ 117600 <i>et seq.</i>
State of California, Geographical area defined by Senate Bill 212 (2018)	Cal. 30 Pub. Res. Code §§ 42030 <i>et seq.</i> (2018); Cal. Code Regs. tit. 14, §§ 18972.1 – 18975.2 (2021).



**HOUSEHOLD HAZARDOUS WASTE  
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**Exhibit C  
Waste Accumulation Container(s)**

**Key Specifications:**

- Includes container, liner, lid
- 38-gallon capacity
- Marked and/or labeled in compliance with all Applicable Laws.

**HOUSEHOLD HAZARDOUS WASTE  
SHARPS COLLECTION SITE SERVICES  
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**Exhibit D  
COUNTY Collection Sites, Manager and HHW Staff**

<b>Manager</b>	<b>Lisa Thompson</b>	<b>Environmental Compliance Manager</b>	<b>951-486- 3265</b>	<b>ethompson@rivco.org</b>
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**Schedule Services – HHW Staff**

	<b>COUNTY Collection Site Name</b>	<b>COUNTY Collection Site Address</b>	<b>Name / Title</b>	<b>Phone</b>	<b>Email</b>
1	Agua Mansa Household Hazardous Waste Collection Facility	1780 Agua Mansa Rd Riverside, CA 92509	Daimon Zelaya, Program Coordinator	951-367-5086	waste- hhwprogram@rivco.o rg
2	Palm Springs Household Hazardous Waste Collection Facility	1100 Vella Rd Palm Springs, CA 92264	John Hess, Senior Hazardous Waste Inspector	951-712-2117	
3	Lamb Canyon Household Hazardous Waste Collection Facility	16411 Lamb Canyon Rd Beaumont, CA 92223	Daniel Taylor, Senior Hazardous Waste Inspector	951-712-3793	
4	Lake Elsinore Household Hazardous Waste Collection Facility	512 North Langstaff St. Lake Elsinore, CA 92530			



**HOUSEHOLD HAZARDOUS WASTE  
SHARPS COLLECTION SITE SERVICES  
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**Exhibit E  
Vendor(s)**

Name
Sharps Solutions, LLC