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DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

921 TENTH STREET
SUITE 500
SACRAMENTO, CA
95814-2715

SOLID WASTE DIVISION

916-449-5757

July 17, 1990

DAVID A. PELSER
SOLID WASTE
DIVISION MANAGER

Transportation and Community Development/
Budget and Finance Committees
Sacramento, California

Honorable Members in Session:

SUBJECT: Agreement with the County of Sacramento for a Household
Hazardous Waste Program

SUMMARY

The attached agreement between the County of Sacramento and the City of Sacramento outlines the details for cooperation and cost sharing in conducting a program for the disposal and recycling of household hazardous waste during fiscal year 1990-1991.

Staff recommends the Joint Committees forward the attached proposed agreement to the full Council with a recommendation for approval.

BACKGROUND

The City of Sacramento has conducted a household hazardous waste collection program in conjunction with the County of Sacramento since 1980. Currently serving an average of approximately 450 participants at each event, the City of Sacramento Solid Waste Division is seeking to renew its letter of agreement with the County of Sacramento to continue what has become a popular and environmentally necessary program for the diversion and recycling of household hazardous waste.

The strategy pursued by the City of Sacramento Solid Waste Division and the County of Sacramento will be to hold one event per month subject to the availability of funds, alternating between a "Recycle Event" and a "Toxic Event." Only waste oil, water-base latex paint and automotive-type batteries will be accepted at "Recycle Events". "Toxic Events" will be scheduled for receiving all other household hazardous waste excluding "Recycle Event"

materials, radioactive materials, explosives and asbestos. Alternating events in this manner reduces the City's expense and facilitates the recycling of a greater proportion of the materials accepted. Residents participating in these collection events are also provided education materials to instruct residents in the source reduction of hazardous materials through using alternative non-hazardous products. Residents are also provided with the locations of battery dealers, and waste drop-off sites for the on-going recycling of these hazardous wastes. Please see the attached agreement.

FINANCIAL DATA

The FY 1990-91 approved budget includes One Hundred and Fifty Thousand Dollars (\$150,000) for the operation of a household hazardous waste collection program. The Solid Waste Fund is contributing \$90,000 and the Drainage Fund is paying \$60,000. Included in the recommended action is the transfer of these monies, previously budgeted for expenditure in the Fire Department budget, to the Solid Waste Fund.

POLICY MATTERS

Operation of household hazardous waste collection events are intended to address the need for protecting refuse workers and the environment from the illegal disposal of household hazardous waste. Collection events are planned until such a time as permanent facilities can be sited to provide residents with convenient alternatives to the illegal disposal of household hazardous waste. HHW screening is a requirement of the City's landfill operating permit.

MBE/WBE

An effort will be made in contracting for any services in accordance with M/WBE policies.

RECOMMENDATION

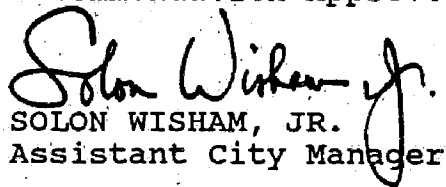
It is recommended that the Joint Committees approve the attached Resolution and Agreement Between the County of Sacramento and City of Sacramento for Participation in the Household Hazardous Waste Disposal Program and forward the agreement to the City Council with a recommendation for approval.

Respectfully submitted,



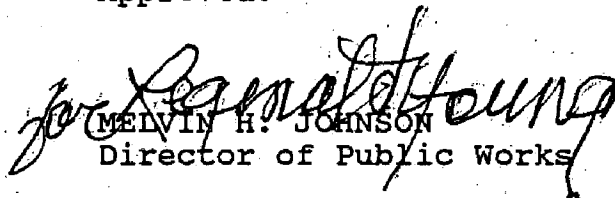
DAVID A. PELSER
Solid Waste Division Manager

Recommendation Approved:



SOLON WISHAM, JR.
Assistant City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

Contact Person to
Answer Questions:

July 17, 1990
All Districts

DAVID A. PELSER, SOLID WASTE DIVISION MANAGER
449-2043

Attachments: Proposed Agreement
Proposed Resolution

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF SACRAMENTO FOR PARTICIPATION IN A HOUSEHOLD HAZARDOUS WASTE DISPOSAL PROGRAM AND TRANSFERRING PROGRAM FUNDING FROM THE FIRE DEPARTMENT BUDGET TO THE SOLID WASTE BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO that the Agreement Between County Of Sacramento And City Of Sacramento For Participation In The 1990-91 FY Household Hazardous Waste Disposal Program is approved and the City Manager is hereby authorized and directed to execute said Agreement.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. Funds in the amount of \$150,000 be transferred from the General Fund as follows:

101-250-2533-4258	<150,000>
101-250-2533-4375	150,000
425-250-2533-4375	< 60,000>
415-250-2533-4375	< 90,000>

to the Solid Waste Fund as follows:

425-310-3142-4375	60,000
415-310-3142-4375	< 60,000>
415-310-3142-4258	150,000

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

AGREEMENT BETWEEN COUNTY OF SACRAMENTO AND
CITY OF SACRAMENTO FOR PARTICIPATION IN HOUSE-
HOLD HAZARDOUS WASTE DISPOSAL PROGRAM

THIS AGREEMENT made and entered into this _____ day of _____, 19_____, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, (hereinafter "County") and the CITY OF SACRAMENTO, a municipal corporation, (hereinafter "City").

W I T N E S S E T H

WHEREAS, City and County desire to cooperate in conducting a program for the disposal of household hazardous waste during fiscal year 1999-91, and share certain costs in connection therewith.

NOW, THEREFORE, for and in consideration of the promises, terms, conditions, and covenants contained herein, City and County hereby agree as follows:

1. Term. The term of this agreement shall commence on July 1, 1990 and terminate on June, 1991.

2. NOTICE. Notice shall be deemed to have been served when it is deposited in the United States Mail, postage prepaid, and addressed as follows:

TO COUNTY

Norm Covell, Director
Environmental Management Department
8475 Jackson Rd., Suite 220
Sacramento, CA 95826

TO CITY

David Pelser, Manager
City of Sacramento
Solid Waste Division
921 10th St., Ste 500
Sacramento, CA 95814

3. Program Schedule. Subject to availability of funding, City and County shall provide collection sites, including any necessary variances, to the State of California Department of Health Services Hazardous Waste Facility Permit, on an alternating basis in accordance with the schedule, and for the purposes, shown in "Exhibit A" attached hereto and made a part hereof. If at any time during the term hereof either party lacks sufficient funds to conduct any event for which that party is responsible pursuant to Exhibit A hereto, that party shall give the other party written notice of cancellation of that event not less than fifteen (15) days prior to the date scheduled for that event.

4. Collection Sites. The respective collection sites to be provided by the parties shall be as follows:

County: 4110 Bradshaw Road

City: 21st and W Streets

Residents of either City or County may dispose of household materials in accordance with Section 4 hereof at any event shown on Exhibit A hereto, regardless of the location of the collection site.

5. Materials to be Accepted for Collection. "Household hazardous waste" means any waste, generated in the household, regardless of quantity or concentration, that exhibits any of the characteristics or criteria of hazardous waste as set forth in Chapter 6.5, Article 1, Section 25117 of the State of California Health and Safety Code.

For those events designated "recycle events" in Exhibit A hereto, the following materials shall be accepted for collection:

- Used Motor Oil;
- Latex Paint (water base); and
- Automotive Type Batteries.

For those events designated "toxic events" in Exhibit A hereto, the following materials shall be accepted for collection:

- All household toxic materials designated by the parties, except:
 - Recyclable materials;
 - Radioactive materials;
 - Explosives;
 - Infectious Waste;
 - Compressed gas cylinders; and
 - PCB Oil.
 - Asbestos and asbestos containing materials

6. Collection Cost Sharing Procedure.

(i) General Conditions.

Each party shall use its best efforts to inform the public of each scheduled event shown in Exhibit A hereto, including, but not necessarily limited to, sending out press releases to the media for advertising each event.

At events conducted at County's Bradshaw Road collection site, County shall provide adequate on-site personnel, including a Supervising Hazardous Materials Specialist and/or designee. City shall provide at least one staff person on site for support services at such events and a representative from the City Fire Department.

At events conducted at City's 21st and W Streets collection site, City shall provide adequate on-site personnel, including a representative of the City Fire Department and the City Solid Waste Division for the event. County shall provide at least one staff person for support services at such events.

Neither party shall be required to reimburse the other for its respective employee staffing costs associated with any event.

The parties shall obtain, and maintain a record of, the zip code of each member of the public participating in each event.

(ii) Recycle Events.

The party operating the collection site for an event designated "recycle event" in Exhibit A hereto shall bear all costs associated with the event, without regard to whether residents from outside the party's jurisdiction have participated therein, and

shall provide for the proper disposal and/or recycling of all material collected.

(iii) Toxic Events.

City and County will independently contract for the services of a qualified contractor who shall handle, package and dispose of all household toxic materials deposited by the public at each scheduled event designated "toxic event" in Exhibit A hereto.

City and County shall share all costs associated with each scheduled toxic event shown in Exhibit A hereto, (including, but not limited to, handling, packaging, and disposal but excluding each party's respective employee staffing costs), without regard to the location of the collection site, on the basis of the rate of participation in each such event by the respective residents of each party, determined by zip code.

Each party shall maintain records of all costs associated with each event for those costs proscribed in Section 6 (iii) as well as a record of the percentage of participation for each event.

Following the October, February and April Toxic Events, each party shall provide the other copies of all invoices and other documentation for the costs to date of the Toxic Events only, and the availability of funding to date.

A joint determination shall be made as to which party is to be reimbursed. The appropriate party shall be invoiced and shall authorize payment within 30 days of date of invoice.

Further, each party shall make a determination based upon Fiscal Year 1990-1991 budgeted appropriations if sufficient funding is available to participate in any or all scheduled events. Such a determination shall be binding on the other party.

Should the June Toxic Event be held, the reconciliation of costs and funding shall be done as soon as is reasonably possible with all reimbursements authorized by July 31, 1991.

7. Indemnification. Each party hereto shall indemnify, defend, and hold harmless the other party, its officers, agents and employees, as to any loss, cost, expense, claim or liability of any kind or character (including, but not limited to, attorneys fees) arising from or relating to the acts or omissions of the indemnifying party, its officers, agents, or employees, in the performance of, or otherwise in connection with, this Agreement.

8. Termination. Either party may terminate the agreement without cause by providing a written 30 day notice to the other party.

If this agreement is terminated, reimbursement will be made by the appropriate party based on actual costs incurred and availability of funding for the term of this contract to the date of termination.

9. Prior Agreements. All prior agreements regarding this subject matter between COUNTY and CONTRACTOR are hereby terminated effective June 30, 1990 prior to the beginning date of this

Agreement.

10. ALTERATION. Except as provided hereto, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

11. SUCCESSORS. This Agreement shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

ATTEST: _____
Clerk of the Board of Supervisors

BY _____
Chairperson, Board of Supervisors Sacramento County, California

"COUNTY"

CITY OF SACRAMENTO, a municipal corporation

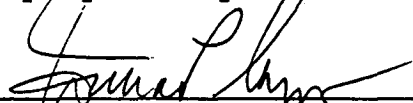
ATTEST: _____
City Clerk

BY _____
Title:

"CITY"

APPROVED AS TO FORM:

Deputy County Counsel



Deputy City Attorney

EXHIBIT A

The following dates and locations have been selected for these events. All events will be held between the hours of 9:00 a.m. and 1:00 p.m.

<u>DATE</u>		<u>LOCATION</u>
HOUSEHOLD HAZARDOUS RECYCLE DAYS		
July 28, 1990	(Saturday)	21st and "W" St.
September 29, 1990	(Saturday)	4110 Bradshaw Rd.
November 17, 1990	(Saturday)	21st and "W" St.
January 19, 1991	(Saturday)	4110 Bradshaw Rd.
March 16, 1991	(Saturday)	21st and "W" St.
May 18, 1991	(Saturday)	4110 Bradshaw Rd.

HOUSEHOLD HAZARDOUS TOXIC DAYS		
August 25, 1990	(Saturday)	21st and "W" St.
October 20, 1990	(Saturday)	4110 Bradshaw Rd.
December 15, 1990	(Saturday)	21st and "W" St.
February 23, 1991	(Saturday)	4110 Bradshaw Rd.
April 20, 1991	(Saturday)	21st and "W" St.
June 15, 1991	(Saturday)	4110 Bradshaw Rd.