

**Meeting Date: 9/3/2013**

**Report Type:** Consent

**Report ID:** 2013-00451

**Title: Agreement: Disposal of Household Hazardous Waste**

**Location:** Citywide

**Issue:** The City of Sacramento and the City of Elk Grove operate permanent household hazardous waste collection facilities (PHHWCF). This agreement allows residents of both cities to use the facility that is more convenient.

**Recommendation:** Pass a Resolution authorizing the City Manager, or the City Manager's designee, to execute a four-year agreement with four one-year renewal options between the City and Elk Grove for the mutual use of the parties' PHHWCF, in a total amount not to exceed \$600,000 for the potential eight-year period provided that sufficient funds are available in the budget adopted for the applicable fiscal year.

**Contact:** Steve Harriman, Integrated Solid Waste Manager,(916) 808-4949

**Presenter:** None

**Department:** General Services

**Division:** Solid Waste Admin Services

**Dept ID:** 13001711

**Attachments:**

1-Description/Analysis

2-Resolution

3-Exhibit A

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**City Attorney Review**

Approved as to Form  
Sheri Chapman  
8/28/2013 9:55:41 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
John Colville  
8/16/2013 12:18:01 PM

**Approvals/Acknowledgements**

Department Director or Designee: Reina Schwartz - 8/26/2013 1:07:09 PM

## **Description/Analysis**

**Issue Detail:** On March 16, 2011, the City of Sacramento and the City of Elk Grove executed City Agreement No. 2011-0440 that allowed the City to accept household hazardous waste (HHW) from Elk Grove residents at no charge to the residents, with the City of Elk Grove agreeing to reimburse the City of Sacramento for the use of its PHHWCF at 8491 Fruitridge Road. The agreement expires June 30, 2014.

Since City Agreement No. 2011-0440 was executed, the City of Elk Grove has built its own PHHWCF, located at 9255 Disposal Way, Elk Grove, CA. The agreement recommended in this report replaces City Agreement No. 2011-0440 and allows each city to accept HHW from each other's residents with the City of Sacramento and the City of Elk Grove agreeing to reimburse each other for the use of their disposal facility.

**Policy Considerations:** The recommendation in this report is consistent with the City's Household Hazardous Waste Element (HHWE) by providing convenient and cost effective programs for City residents. The HHWE is a segment of the Countywide Integrated Waste Management Plan which identifies City programs for the safe collection, recycling, treatment, and disposal of HHW.

**Economic Impacts:** None

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendation in this report involves general policy and procedure making and is not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** This agreement is consistent with the City's Climate Action Plan goal of reducing greenhouse gas emissions by reducing miles driven to a HHW collection facility. It also encourages the reuse and local recycling of materials.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The agreement recommended in this report replaces City Agreement No. 2011-0440 and allows the City of Sacramento and the City of Elk Grove to accept HHW from each other's residents with the City and Elk Grove agreeing to reimburse each other for the use of their disposal facility. Executing the recommended agreement will ensure that City and Elk Grove residents continue to have convenient access to HHW disposal sites.

**Financial Considerations:** Under the recommended agreement, the City of Sacramento and the City of Elk Grove agree to reimburse each other for the use of their disposal facilities by residents of each jurisdiction. The number of loads disposed of at each facility will be reconciled each month and reimbursement will be calculated on the net difference between the loads accepted by each jurisdiction. Reimbursement will be

paid each month by the jurisdiction with the greater number of loads disposed of at the other jurisdiction's facilities. Historically, the City of Elk Grove has reimbursed the City of Sacramento approximately \$87,000 per year. Because fewer Elk Grove residents are expected to visit the City's facility due to the opening of a new HHW facility in Elk Grove, the maximum amount that either jurisdiction may pay under this agreement is \$75,000.

Sufficient funds are available in the Department of General Services FY2013/14 operating budget (Solid Waste Fund, Fund 6007) for reimbursements through June 30, 2014. Reimbursements made after June 30 are subject to funding availability in the adopted budget of the applicable fiscal year.

**Emerging Small Business Development (ESBD):** No goods or services are being purchased as a result of this report.

## **RESOLUTION NO. 2013 -**

Adopted by the Sacramento City Council

September 3, 2013

### **REIMBURSEMENT AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM BETWEEN THE CITY OF SACRAMENTO AND THE CITY OF ELK GROVE**

#### **BACKGROUND**

- A. The City of Sacramento operates a permanent household hazardous waste collection facility located at the Sacramento Recycling and Transfer Station, 8491 Fruitridge Road, Sacramento, California.
- B. The City of Elk Grove owns and operates a permitted permanent household hazardous waste collection facility located at Elk Grove's Special Waste Collection Center, 9255 Disposal Way, Elk Grove, California.
- C. The City of Sacramento and the City of Elk Grove desire to cooperate in utilizing each other's permanent household hazardous waste collection facilities to provide convenient access to their residents for their disposal of household hazardous waste to reduce the chance hazardous materials will be disposed of illegally or improperly, and to enter into a reimbursement agreement (Exhibit A) for the costs incurred.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager, or the City Manager's designee, is authorized to execute a four-year agreement with four one-year renewal options between the City of Sacramento and the City of Elk Grove for the mutual use of each other's permanent household hazardous waste collection facilities, in a total amount not to exceed \$600,000 for the potential eight-year period, provided that sufficient funds are available in the budget adopted for the applicable fiscal year.
- Section 2. Exhibit A is a part of this Resolution.
- Exhibit A: Reimbursement Agreement for Household Hazardous Waste Collection Program

## **EXHIBIT A**

### **AGREEMENT FOR REIMBURSEMENT OF HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM COSTS BETWEEN THE CITY OF ELK GROVE AND THE CITY OF SACRAMENTO**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the CITY OF ELK GROVE, a municipal corporation, hereinafter referred to as "ELK GROVE" and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY".

#### **RECITALS**

WHEREAS, ELK GROVE and CITY desire to cooperate in using each other's Permanent Household Hazardous Waste Collection Facilities (PHHWCF) for the disposal of household hazardous waste (HHW) during the term of this Agreement, and share certain costs in connection therewith; and

WHEREAS, ELK GROVE operates a Special Waste Collection Center located at 9255 Disposal Way, Elk Grove, California (hereinafter referred to as "EGSWCC"); and

WHEREAS, a CITY contractor operates a permanent household hazardous waste collection facility located at the Sacramento Recycling and Transfer Station, 8491 Fruitridge Road, Sacramento, California (hereinafter referred to as "SRTS PHHWCF"); and

WHEREAS, ELK GROVE and CITY desire to cooperate in utilizing the collection facilities to provide convenient access to ELK GROVE and CITY residents for their disposal of household hazardous waste, and to reimburse each other for the costs incurred therewith.

NOW, THEREFORE, in consideration of the promises herein made, the parties hereto agree as follows:

#### **1. DEFINITIONS**

- A. "CITY Director" shall mean the Director of General Services for CITY or his/her designee.
- B. "Conditionally Exempt Small Quantity Generator" (hereinafter referred to as "CESQ generator") means a business concern which meets the criteria specified in Section 261.5 of Title 40 of the Code of Federal Regulations.
- C. "ELK GROVE Director" shall mean the Director of the Department of Public Works for ELK GROVE or his/her designee.
- D. "Hazardous Waste" means any waste which meets the definitions set forth in section 66261.3 of Title 22 of the California Code of Regulations and is required to be managed.
- E. "Household Hazardous Waste" (hereinafter referred to as "HHW") means any hazardous waste generated incidental to owning or maintaining a place of residence, but does not include any waste generated in the course of operating a business concern at a residence. (California Health and Safety Code §25218(1)e).

F. "Residential Generator" means a resident seeking to dispose of HHW.

**2. SCOPE OF SERVICES AND COMPENSATION**

- A. CITY and ELK GROVE shall provide services in the amount, type and manner, and for the compensation described in Exhibit A, "Scope of Services and Compensation" and Exhibit B, "Unit Pricing Table," which are attached hereto and incorporated herein.
- B. ELK GROVE'S and CITY'S Directors are authorized to amend this Agreement to make pricing changes to Exhibit B, attached hereto and incorporated herein, during the term and any extension of the Agreement.

**3. TERM**

- A. This Agreement shall be effective October 1, 2013 and shall remain in effect until June 30, 2017.
- B. ELK GROVE'S and CITY'S Directors are authorized to amend this Agreement to extend the term for up to four (4) additional one year terms.

**4. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage pre-paid, addressed as follows:

TO ELK GROVE:  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Attn: Cedar Kehoe

TO CITY:  
City of Sacramento  
2812 Meadowview Road  
Sacramento, CA 95832  
Attn: Steve Harriman

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**5. INVOICE AND PAYMENTS**

- A. Invoice. The parties shall submit invoices to the other no later than thirty (30) days following the monthly invoice period. Invoice shall be mailed or delivered to the parties as provided in Section 4 (Notice) above, and shall include the following information:
  - 1. Contract Number
  - 2. Project Name: HHW Overage Reimbursement
  - 3. Date of invoice submission
  - 4. Services provided and respective reimbursement requested.
  - 5. Any other information deemed necessary by the parties.
- B. Payments. The parties shall provide reimbursement payment, if any, within 30 days of receipt of invoice(s) and shall remit payment to the address provided in Section 4 (Notice) above.

**6. COMPLIANCE WITH LAWS**

ELK GROVE and CITY shall observe and comply with all applicable Federal, State, and local law, regulations and ordinances.

**7. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**8. STATUS OF PARTIES**

There is no agency relationship between the parties. Notwithstanding anything contained herein, the employees of each party will continue to be entirely and exclusively under the direction, supervision and control of the employing party.

**9. INDEMNIFICATION**

- A. CITY shall defend, indemnify and hold harmless ELK GROVE, its City Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, or subcontractors.
- B. ELK GROVE shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of ELK GROVE'S City Council, officers, directors, agents, employees, or volunteers.
- C. It is the intention of ELK GROVE and CITY that the provisions of Section 9 be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, City Council, and subcontractors. It is also the intention of ELK GROVE and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, City Council and subcontractors.

**10. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage applicable to this Agreement.

**11. ASSIGNMENT**

This Agreement is not assignable by CITY or ELK GROVE in whole or in part.

**12. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. 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. No interpretation of any provision of this Agreement shall be binding upon ELK GROVE or CITY unless agreed in writing by counsel for ELK GROVE and DIRECTOR and attorney for CITY.

**13. SUCCESSORS**

This Agreement shall bind the successors of ELK GROVE and CITY in the same manner as if they were expressly named.

**14. TIME**

Time is of the essence of this Agreement.

**15. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**16. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**17. TERMINATION**

- A. Except as provided in section 17.C. below, ELK GROVE may terminate this Agreement without cause upon thirty (30) days written notice to the CITY. Notice shall be deemed served on the date of mailing.
- B. Except as provided in Section 17.D. below, CITY may terminate this Agreement without cause upon thirty (30) days written notice to the ELK GROVE. Notice shall be deemed served on the date of mailing.
- C. ELK GROVE may terminate this Agreement immediately upon giving written notice to CITY, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in ELK GROVE'S yearly proposed and final budget are not appropriated by ELK GROVE for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

- D. CITY may terminate this Agreement immediately upon giving written notice to ELK GROVE, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in CITY'S yearly proposed and final budget are not appropriated by CITY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by CITY as a result of mid-year budget reductions.
- E. If this Agreement is terminated, the parties shall satisfy any outstanding repayment obligations owed to each other pursuant to the repayment terms of Exhibit A, incurred up to and including the date of termination.

**18. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between ELK GROVE and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between ELK GROVE and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**19. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**20. COUNTERPARTS**

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**CITY OF ELK GROVE,**  
a municipal corporation

By: \_\_\_\_\_  
Laura S. Gill, City Manager

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

Approved as to Form:

By: \_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

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

Attest:

By: \_\_\_\_\_  
City Clerk

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

**CITY OF SACRAMENTO,**  
a municipal corporation

By: \_\_\_\_\_  
Reina J. Schwartz, Director  
Department of General Services

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

Approved as to Form:

By: \_\_\_\_\_  
Sheri M. Chapman, Deputy City Attorney

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

Attest:

By: \_\_\_\_\_  
City Clerk

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

**EXHIBIT A to Agreement for Reimbursement of  
Household Hazardous Waste Collection Program Costs Between  
the CITY OF ELK GROVE and the CITY OF SACRAMENTO**

**SCOPE OF SERVICES AND COMPENSATION**

**1. CITY RESPONSIBILITIES**

- A. Subject to the limitations provided in section 2.C. below, the CITY, through its contractor, shall accept self-hauled HHW from residents of ELK GROVE at no charge to the resident, and Hazardous Waste from CESQ generators from ELK GROVE at SRTS PHHWCF, during its regular days and hours of operation. The days and hours of operation are subject to change at the will of the CITY with written notice to ELK GROVE:
- i. Residential Generators: All acceptable HHW will be accepted at the SRTS PHHWCF from 8:00 AM to 5:00 PM on Tuesday, Wednesday, Thursday, Friday, and Saturday.
  - ii. CESQ Generators: Hazardous Waste will be accepted on the same schedule as shown in Section 1.A.i, above with the exception that CESQ generators must first call the SRTS PHHWCF to make an appointment. No Hazardous Waste will be accepted from a CESQ generator without an appointment. The SRTS PHHWCF will charge any CESQ generator from ELK GROVE the same amount for the same materials and quantities charged to CESQ generators from the CITY. Payment will be required prior to a CESQ generator gaining access to the SRTS PHHWCF.
- B. The CITY, through its contractor, may direct residents of the CITY to self-haul HHW, and CESQ generators in the CITY to self-haul Hazardous Waste to EGSWCC. Any public education or promotional efforts developed by CITY shall indicate the specific days and hours of operation of the EGSWCC.
- C. The CITY acknowledges that the EGSWCC does not accept all types and quantities of residential HHW and CESQ Hazardous Waste. Prohibited materials include, but are not limited to: radioactive materials, railroad ties or treated wood, explosives (flares are acceptable), and medical waste (home generated needles or syringes are acceptable). Ammunition will only be accepted on a case-by-case basis with prior notification. Quantity limits per trip are currently as follows but are subject to change at the will of ELK GROVE with written notice to the CITY: Quantity limits for residential HHW are 15 gallons (liquid) or 125 pounds (solid) per vehicle trip. Quantity limits for CESQG Hazardous Waste are 27 gallons (liquid) or 220 pounds (solid) per vehicle trip. No containers larger than 5 gallons are accepted.

## **2. ELK GROVE RESPONSIBILITIES**

- A. Subject to the limitations provided in Section 1.C. above, ELK GROVE shall accept self-hauled HHW from CITY residents (at no charge to the resident) and Hazardous Waste from CESQ generators located in the CITY at EGSWCC during the regular days and hours of operation. The days and hours of operation of the EGSWCC are subject to change at the will of ELK GROVE with written notice to CITY:
- i. Residential Generators: HHW will be accepted at the EGSWCC with no appointment required.
  - ii. CESQ Generators: CESQ generators must call the EGSWCC to make an appointment to self-haul Hazardous Waste to EGSWCC. No material will be accepted from a CESQ generator without an appointment. Appointments are scheduled on Wednesdays between 8:00 a.m. and 12:00 p.m. at the EGSWCC. ELK GROVE shall charge any CESQ generator from the CITY for use of the EGSWCC the same amount for the same materials and quantities as ELK GROVE charges CESQ generators from ELK GROVE. Payment will be required prior to CESQ generator gaining access to the EGSWCC.
- B. ELK GROVE may direct residents and CESQ generators in ELK GROVE to self-haul HHW or Hazardous Waste to the SRTS PHHWCF. Any public education or promotional efforts developed by ELK GROVE shall indicate the specific days and hours of operation of the SRTS PHHWCF.
- C. ELK GROVE acknowledges that the SRTS PHHWCF does not accept all types and quantities of HHW from residential and CESQ generators. Prohibited materials include, but are not limited to: ammunition; radioactive materials; railroad ties or treated wood; explosives (flares are acceptable); medical waste (home generated needles or syringes are acceptable); asbestos; and compressed gas cylinders (propane tanks are acceptable). Quantity limits per trip are currently as follows but are subject to change at the will of CITY with written notice to the ELK GROVE: Quantity limits for residential HHW are 15 gallons (liquid) or 125 pounds (solid) per vehicle trip. Quantity limits for CESQG Hazardous Waste are 27 gallons (liquid) or 220 pounds (solid) per vehicle trip. No containers larger than 5 gallons are accepted.

## **3. REIMBURSEMENT**

- A. ELK GROVE AND CITY shall reimburse each other for the use of their respective facilities by Residential Generators as provided in this section.
- B. Address Verification by ELK GROVE: ELK GROVE shall maintain a record of the zip code and address of each self-hauled HHW vehicle load received at EGSWCC relative to the jurisdiction of waste origin. ELK GROVE shall verify all addresses through GIS applications to determine

whether a certain address for a self-hauled HHW vehicle load is physically located within the CITY.

- C. Address Verification by CITY: CITY shall maintain a record of the zip code and address of each self-hauled HHW vehicle load received at the SRTS PHHWCF relative to the jurisdiction of waste origin. CITY shall verify all addresses through GIS applications to determine whether a certain address for a self-hauled HHW vehicle load is physically located within the city limits of ELK GROVE.
- D. ELK GROVE and CITY shall, on a monthly basis, report to each other the total number of self-hauled HHW vehicle loads received by each at the respective facilities from residents within the other party's jurisdictional limits. Based on that reporting, a monthly reconciliation shall be performed by ELK GROVE to determine if any reimbursement payment is due. No reimbursement payment is due if the total number of self-hauled HHW vehicle loads SRTS PHHWCF receives from residents of ELK GROVE is equal to the total number of self-hauled HHW vehicle loads EGSWCC receives from CITY residents. If the number of self-hauled HHW vehicle loads reported by the ELK GROVE is not equal to the number of self-hauled HHW vehicle loads reported by the CITY, a reimbursement payment will be required.
  - 1. If the number of self-hauled HHW vehicle loads SRTS PHHWCF receives from residents of ELK GROVE exceeds the number of self-hauled HHW vehicle loads the ELK GROVE'S EGSWCC receives from CITY residents, then the ELK GROVE pays the CITY.
  - 2. If the number of self-hauled HHW vehicle loads the ELK GROVE'S EGSWCC receives from CITY residents exceeds the number of self-hauled HHW vehicle loads the SRTS PHHWCF receives from residents of ELK GROVE, then the CITY pays ELK GROVE.
- E. If a reimbursement payment is required, it will be determined by ELK GROVE as follows.

The amount of reimbursement shall be calculated by the 15<sup>th</sup> of the month following the end of each month. Reimbursement shall occur for each self-hauled HHW vehicle load received at a party's facility during the month that is in excess of the self-hauled HHW vehicle loads received at the other party's facility during the same month.

Each self-hauled HHW vehicle load includes the following fees:

- 1. Per Item Fees: As set forth in Exhibit B, "Per Item Fees" will be applied to each self-hauled HHW vehicle load based on the type and quantity of material delivered in each self-hauled HHW vehicle load. The fees shown in Exhibit B are

subject to change pursuant to changes in actual costs to ELK GROVE due to changes in regulations, permit requirements, or direct costs from ELK GROVE contractors.

2. HHW Admin Fee: An administrative fee of \$1.62 per gallon or a \$ 0.18 per pound will be applied to each self-hauled HHW vehicle load (“HHW Admin Fee”). The HHW Admin Fee will be subject to a 3% maximum annual CPI adjustment which will be calculated in July of each year.

CPI Adjustment.

- (a) CPI; Base Year CPI. When used herein, “CPI” shall be 100% of the “Northern California All Urban Consumers” Consumer Price Index – All Urban Consumers, San Francisco – Oakland – San Jose, CA, All items (1982-84=100). “Base Year” shall refer to (CPI) value for April 2012.
- (b) Maximum Annual CPI Adjustment. The maximum annual CPI adjustment (increase or decrease) from the previous year’s HHW Admin Fee shall be three percent (3%).
- (c) First CPI Adjustment. Effective July 1, 2013, the HHW Admin Fee shall be adjusted by an amount equal to the lesser of three percent (3%) or 100% of the increase (or decrease if applicable) in the CPI value from the Base Year to April 2013.
- (d) Subsequent Annual CPI Adjustments. Effective July 1, 2014 and each July 1 thereafter, the previous year’s HHW Admin Fee shall be adjusted by an amount equal to the lesser of three percent (3%) of the previous year’s HHW Admin Fee or 100% of the increase (or decrease if applicable) in the CPI value from the Base Year to April of the current year period.

The reimbursement payment for either the CITY or ELK GROVE will be calculated each month using jurisdictional specific self-hauled HHW vehicle load count data from ELK GROVE’s HHW tracking database and pricing consistent with Exhibit B. ELK GROVE will calculate the total HHW fees (Per Items Fee plus the HHW Admin Fee) for that jurisdiction for each self-hauled HHW vehicle load each month. ELK GROVE will divide the total HHW fees by the total number of self-hauled HHW vehicle loads received from that jurisdiction at ELK GROVE’s facilities to determine the average cost per self-hauled HHW vehicle load for that month.

The average cost per self-hauled HHW vehicle load (as calculated by ELK GROVE) will be applied to each excess self-hauled HHW vehicle load (as reported by the ELK GROVE and CITY) for that month. An example of this calculation is shown below.

Example: October 2013

The total number of excess self-hauled HHW vehicle loads will be determined using ELK GROVE and CITY self-hauled HHW vehicle load count data:

City Residents Using EGSWCC (Reported by ELK GROVE)	Elk Grove Residents Using SRTS PHHWCF (Reported by CITY)	Difference
192	183	9

The average cost per self-hauled HHW vehicle load will be determined using data from the ELK GROVE HHW database:

	CITY	ELK GROVE
Total Self-Hauled HHW Vehicle Loads	192	688
Total HHW Fees	\$ 12,130.65	\$ 43,524.35
Average Cost/Load	\$ 63.18	\$ 63.26

Therefore, for the month of March, the CITY would pay ELK GROVE the following reimbursement payment:

$$\$63.18 \text{ (avg cost per load)} \times 9 \text{ (total number of excess loads)} = \$568.62$$

- F. The maximum reimbursement amount to be paid by ELK GROVE to CITY under this Agreement shall not exceed **\$75,000.00** on an annual basis.
- G. The maximum reimbursement amount to be paid by CITY to ELK GROVE under this Agreement shall not exceed **\$75,000.00** on an annual basis.

**EXHIBIT B to Agreement for Reimbursement of Hazardous Waste  
Collection Program Costs  
between the CITY OF ELK GROVE and the  
CITY OF SACRAMENTO**

**Unit Pricing Table**

<b>Description</b>	<b>Unit Price</b>	<b>Description</b>	<b>Unit Price</b>
Motor Oil (gal)	\$0.00/gal	Mercury (lb)	\$4.65/lb
Antifreeze (gal)	\$0.55/gal	Poison-Liquids (gal)	\$10.60/gal
Latex Paint (gal)	\$2.60/gal	Poison-Solids (lb)	\$1.20/lb
Flammable Paint (Enamel ) (gal)	\$3.00/gal	Acids (gal)	\$8.95/gal
Auto Batteries (ea)	\$0.00/ea	Aerosols (ea)	\$0.45/ea
Household Batteries (lb)	\$0.75/lb	Flammable Liquids (pourable) (gal)	\$2.80/gal
Compact Fluorescents & U-Tubes (ea)	\$0.35/ea	Flammable Liquids (non-pourable) (gal)	\$5.00/gal
Fluorescent Tubes (per foot)	\$0.10/ft	Flammable Solids (lb)	\$7.70/lb
Halogen Lamps (ea)	\$0.35/ea	Oxidizers (lb)	\$1.60/lb
Metal Halide Bulbs & Sodium Vapor Lamps (ea)	\$1.00/ea	Oxidizers (gal)	\$15.75/gal
Non-PCB Ballasts (lb)	\$0.50/lb	Caustics (lb)	\$.90/lb
Small Capacitors (lb)	\$0.50/lb	Caustics (gal)	\$8.95/gal
Large Capacitors (lb)	\$0.50/lb	Non-RCRA Waste-Liquids (gal)	\$3.80/gal
Sharps (Rated Container) (lb)	\$0.40/lb	Non-RCRA Waste-Solids (lb)	\$.40/lb
Unknown (ea)	\$7.50/ea	Sharps (Un-Rated Container) (lb)	\$5.75/lb

Note: Pricing shown above subject to change based on actual costs incurred by parties. Any pricing changes will be provided to parties in writing at least 30 days prior to becoming effective.

Note: Current HHW Admin Fee is \$1.62 per gallon or a \$0.18 per pound.  
*(Adjusted annually pursuant to CPI provisions of agreement)*