



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org

Consent
June 22, 2010

Honorable Mayor and
Members of the City Council

**Title: MOU: Participation at the City of Sacramento's Permanent Household
Hazardous Waste Collection Facility**

Location/Council District: District 6

Recommendation: Adopt a **Resolution** authorizing the City Manager, or authorized designee, to execute a Memorandum of Understanding (MOU) between the City of Sacramento and the City of Rancho Cordova to: 1) Allow Rancho Cordova residents to bring household hazardous waste to the City of Sacramento, Permanent Household Hazardous Waste Collection Facility at no charge to the resident; and, 2) Authorize the City of Sacramento to charge the City of Rancho Cordova a minimum of \$70 per each car for Rancho Cordova residents using the facility.

Contact: Edison Hicks, Integrated Waste General Manager, 808-4949
Marty Strauss, Integrated Waste Planning Superintendent, 808-4934

Presenters: Not Applicable

Department: Utilities

Division: Solid Waste Services

Organization No: 14001741

Description/Analysis

Issue: The City of Sacramento operates a Permanent Household Hazardous Waste Collection Facility (PHHWCF) that provides convenient drop off for the disposal, recycling and exchange of household hazardous waste (HHW) by City residents. The City's PHHWCF also serves as a regional facility. The City of Sacramento currently has MOU's with the City of Elk Grove, Yolo County and the City of Rancho Cordova. County and City of Sacramento residents may use one of two PHHWF, either the County's PHHWF at the North Area Recovery Station on Roseville Road, or the City's PHHWF at the Sacramento Recycling and Transfer Station.

This MOU is a renewal of a previous agreement with the City of Rancho Cordova. The MOU will allow Rancho Cordova residents to continue using the City of Sacramento's Permanent Household Hazardous Waste Collection Facility (PHHWCF) to dispose of household hazardous waste. The City of Rancho Cordova will be charged a minimum of \$70 per each car load dropping off household hazardous waste at the facility by residents reporting Rancho Cordova zip codes.

Policy Considerations: These programs are consistent with the City's Strategic Plan to promote and support public safety, sustainability and livability.

Environmental Considerations:

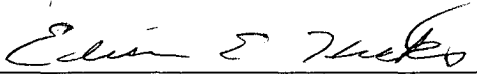
California Environmental Quality Act (CEQA): Approval of this agreement will protect the environment by allowing Rancho Cordova residents to continue to bring household hazardous waste to the City's facility for proper disposal, and is not subject to the CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines (it can be seen with certainty that there are no significant environmental effects).


Commission/Committee Action: Not applicable

Rationale for Recommendation: Many common products that we use in our daily lives contain potentially hazardous ingredients and require special care when disposed of. It is illegal to dispose of household hazardous waste in the garbage, down storm drains, or onto the ground. Chemicals in illegally or improperly disposed household hazardous waste can be released into the environment and contaminate our air and water. This agreement will provide an economical and safe method for the disposal of household hazardous waste generated by Rancho Cordova residents and reduce the chance that these hazardous materials are disposed of illegally or improperly. The revenue paid by the City of Rancho Cordova will be applied to the City of Sacramento's cost of operating the facility, thereby lowering the direct operating cost paid by the City.

Financial Considerations: The fees paid by the City of Rancho Cordova will offset the operating costs incurred by the City of Sacramento for providing the use of the facility to the Rancho Cordova residents. The annual fees from the City of Rancho Cordova are anticipated to approximate \$15,000 per year.

Emerging Small Business Development (ESBD): Not applicable, as this is an intergovernmental agreement.

Respectfully Submitted by: 
Edison Hicks
Integrated Waste General Manager

Approved by: 
Marty Hanneman
Director of Utilities

Recommendation Approved:


Gus Vina
Interim City Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

June 22, 2010

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SACRAMENTO
AND CITY OF RANCHO CORDOVA FOR PARTICIPATION AT THE CITY'S
PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

BACKGROUND

- A. The City of Sacramento operates a permanent household hazardous waste collection facility that provides convenient drop off for the disposal, recycling and exchange of household hazardous waste by City residents.
- B. Currently the City of Rancho Cordova does not operate such a facility.
- C. The City's Permanent Household Hazardous Waste Collection Facility serves as a regional facility.
- D. Rancho Cordova residents have used the facility pursuant to an agreement between the City and Rancho Cordova since 2006.
- E. A continuation of this practice will continue to provide an economical and safe method for the disposal of household hazardous waste by Rancho Cordova residents and reduce the chance that these hazardous materials are disposed of illegally or improperly.
- F. The fees paid by the City of Rancho Cordova will offset the operating costs incurred by the City of Sacramento for providing the use of the facility to the Rancho Cordova residents.

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

Section 1 The City Manager, or authorized designee, is hereby authorized to execute a Memorandum of Understanding with the City of Rancho Cordova to allow Rancho Cordova residents to bring household hazardous waste to the City of Sacramento's Permanent Household Hazardous Waste Collection Facility.

Section 2. Exhibit A is part of this Resolution.

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Exhibit A: Memorandum of Understanding

Exhibit A

THIS AGREEMENT made and entered into on the _____ of _____, 2010, by and between the CITY OF RANCHO CORDOVA, a municipal corporation, (hereinafter “RC”) and the CITY OF SACRAMENTO, a municipal corporation, (hereinafter “CITY”).

WITNESSETH

WHEREAS, CITY and RC desire to cooperate in using a facility for the disposal of household hazardous waste (HHW) during the term of this Agreement, and share certain costs in connection therewith; and,

WHEREAS, RC does not operate a permanent household hazardous waste collection facility that provides maximum convenience to its residents for the proper disposal, recycling and exchange of household hazardous waste; and,

WHEREAS, the CITY operates a permanent household hazardous waste collection facility capable of providing convenient access to RC residents; and,

WHEREAS, it is more cost effective for RC to pay its share of costs incurred at the CITY’s facility in contrast to developing its own permanent facility.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, CITY and RC hereby agree as follows:

1. **TERM:** The term of this agreement shall commence on July 1, 2010 and terminate on June 30, 2013.
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 RC TO CITY

Cyrus Abhar
 Director of Public Works
 City of Rancho Cordova
 2729 Prospect Drive
 Rancho Cordova CA 95670

Edison Hicks
 Integrated Waste General Manager
 City of Sacramento, Solid Waste Services
 2812 Meadowview Road
 Sacramento, CA 95832

3. **RC USE OF CITY FACILITY:** The following conditions apply to use of the CITY facility by residents of RC:
 - a) “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, Section 25117 of the State of California Health and Safety Code. Materials that **will** be accepted from RC residents include:

| | | |
|---------------------------|----------------------------------|-----------------------------|
| Acids | Paint (max. 10 gallons) | Household Batteries |
| Aerosol cans | Poisons | Fluorescent Lamps and Tubes |
| Automotive batteries | Pool Chemicals | Sharps |
| Brake fluid | Solvents | Wood Preservatives |
| Flammables | Transmission Fluids | |
| Gasoline | Used oil filters | |
| Herbicides and Pesticides | Used Motor Oil (max. 15 gallons) | |
| Household cleansers | Antifreeze (max. 10 gallons) | |
| Paint thinners | | |

The following materials **will not** be accepted for collection:

| | | |
|------------------|-------------------|----------------------------|
| Asbestos | Medical waste | Compressed gas cylinders |
| Explosives | PCP's | Contractor or Commercially |
| Infectious waste | Radioactive waste | Generated Waste |

- b) CITY facility operators shall have the discretion to place further limits on residents attempting to drop off excessive quantities of household hazardous waste. CITY facility operators shall also have the discretion to accept quantities of household hazardous waste in excess of the specified limitations above in consideration of health and public safety.
 - c) The collection site will be the City of Sacramento Permanent Household Hazardous Waste Collection Facility located at 8491 Fruitridge Road, Sacramento, California 95826.
 - d) Use of the CITY facility shall be limited to the operating days and hours determined by the CITY, and shall be subject to all rules and regulations established by the CITY.
4. **CITY SERVICES TO BE PROVIDED:** The CITY shall provide the following services to RC:
- a) The CITY shall provide adequate on-site personnel to safely accommodate accepting household hazardous waste from RC residents.
 - b) The CITY shall provide for the proper disposal, treatment, recycling, destruction and/or exchange of materials in conformance with all applicable laws and regulations.
 - c) The CITY shall provide RC with templates of brochures or other promotional materials for RC's use for public counters and special events publicizing the facility.
 - d) The CITY shall provide RC with a copy of its Form 303 to document the aggregate quantity of material accepted at the facility.
5. **COST SHARING PROCEDURE:** RC shall reimburse the CITY in conformance with the following procedure:
- a) The CITY shall maintain a record of the physical address and zip code of each car relative to the jurisdiction of waste origin.
 - b) RC shall pay the CITY a per vehicle fee for all vehicles originating from the jurisdictional boundaries of RC and delivering waste at the facility. Fees are as follows:

| Cost per Car | Estimated Weight/Quantity |
|---|---------------------------|
| \$70 | <125 lbs. or 15 gallons |
| Best estimate of actual cost for disposal and labor | >125 lbs. or 15 gallons |

Note: Disposal costs are understood to be the costs of drums, transportation and facility disposal based upon the method of disposal (landfill, incineration, etc.)

- c) Additional fees for highly reactive or atypical waste shall be assessed to RC based on direct costs related to disposal and labor. Examples are as follows:

| | |
|-------------------|---|
| <i>Oxidizers</i> | Dangerous when Wet Materials |
| Organic Peroxides | Inhalation Hazard Materials (Poisonous inhalation hazards) |
| Mercury | Highly Reactive Flammable solids (e.g., red phosphorous) |
| Sodium Metal | <i>Other materials deemed an immediate threat or hazard</i> |

- d) The CITY agrees to meet and confer with the RC representative upon request to clarify charges related to additional fees.
- e) The CITY shall invoice RC on a quarterly basis. The invoice is due and payable within 30 days.
- f) The quarterly invoice will include a list of zip codes, names and addresses from RC residents that have used the facility in order to verify the jurisdiction of origin of waste.
- g) In no event shall RC pay more than **\$25,000** to CITY for the services contemplated under this agreement annually (based on each fiscal year in which this agreement is in effect). If invoices exceed the cap set by this provision in any fiscal year, either party at their sole option may cancel this agreement or the parties may agree to renegotiate the cost sharing provisions under this section.
6. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement, for any reason, upon sixty (60) days advance written notice provided to the other party.

The notice of termination shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to the respective parties at the address indicated in Section 2.

7. **INDEMNIFICATION AND LIABILITY:** Each party shall assume the responsibility and liability for the acts and omissions of its own agents, officers, or employees in connection with the performance of their obligations under this Agreement. For all purposes, including without limitation, tort liability, neither party shall be considered the agent of the other party. Each party shall be liable, if at all, only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

CITY shall assume the responsibility and liability for and CITY shall indemnify, defend, and hold harmless RC, its agents, officers, and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by RC or its agents, officers, or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of CITY, or any of its agents, officers, or employees in its or their performance of this Agreement.

RC shall assume the responsibility and liability for and RC shall indemnify, defend, and hold harmless CITY, its agents, officers, and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) of any kind and nature whatsoever imposed in, asserted against, incurred or suffered by CITY or its agents, officers, or employees by reason of

damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of RC, or any of its agents, officers, or employees in its or their performance of this Agreement.

The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal act or action of any party or any of its agents, officers, or employees in its or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any obligations, losses, damages, expenses and liability costs, including attorney's fees, attributable to that party's negligence or fault.

RC residents who are owners, operators and/or occupants of vehicles that deliver HHW to the CITY facility shall not under any circumstances be construed to be agents, officers or employees of CITY or RC for purposes of this Agreement.

8. **MUTUAL WAIVER OF SUBROGATION:** The parties agree that in the event of loss due to a claim arising out of any negligence, omission, or failure to act when under a duty by any of their agents, officers, or employees, against their respective workers' compensation, general liability, and/or auto liability insurance policies, each party shall look solely to its own insurance for recovery.
9. **HEALTH, SAFETY AND ENVIRONMENTAL REGULATION COMPLIANCE:** The parties shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations pertaining to health and safety protection of their respective employees, including requirements applicable to an Injury and Illness Protection Plan and a program to communicate any significant hazards of work to be performed under this Agreement.

The parties agree to comply with all applicable hazardous waste and environmental laws, ordinances, rules and regulations, enacted or promulgated by any public or governmental authority or agency having jurisdiction. CITY shall obtain all necessary permits or licenses required for the operation of its facilities necessary to provide the services contemplated under this agreement.
10. **ASSIGNMENT OF AGREEMENT:** The parties to this Agreement may not assign the privileges or obligations of this Agreement.
11. **AMENDMENTS:** Modifications or amendments affecting the work hereunder shall be in writing and executed by both parties.
12. **WAIVER:** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.
13. **SEVERABILITY:** The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. **ENTIRE AGREEMENT:** This instrument constitutes the entire Agreement between the RC and CITY concerning the subject matter hereof.

- 15. **DISPUTE RESOLUTION:** With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same prior to the commencement of litigation.
- 16. **APPROVAL OF GOVERNING BODIES:** This Agreement shall not be effective for any purposes until approved by each party's governing body. .
- 17. **WARRANTY OF CONTRACTING AUTHORITY:** The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof.

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

CITY OF RANCHO CORDOVA
a Municipal Corporation

CITY OF SACRAMENTO
a Municipal Corporation

By: _____
Ted Gaebler, City Manager

By: _____
, City Manager "CITY"

Approved as to form:

Approved as to form:

Adam Lindgren, City Attorney

Sr. Deputy City Attorney

ATTEST:

ATTEST:

By: _____
Mindy Cuppy, City Clerk

By: _____
Shirley Concolino , City Clerk