

Meeting Date: 3/19/2013

Report Type: Consent

Report ID: 2013-00165



Title: Agreement: Permanent Household Hazardous Waste Collection Facility

Location: Citywide

Issue: Allow Citrus Heights residents to recycle and dispose of household hazardous waste at the City of Sacramento. The recommended MOU will expand this regional use to include the City of Citrus Heights. The PHHWCF also serves as a regional facility through MOU's for residents of Elk Grove, Rancho Cordova, and Sacramento County.

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to execute a Memorandum of Understanding (MOU) with the City of Citrus Heights to allow Citrus Heights residents to recycle and dispose of household hazardous waste at the City of Sacramento's Permanent Household Hazardous Waste Collection Facility (PHHWCF).

Contact: Steve Harriman, Integrated Waste General Manager, (916) 808-4949, General Services Department

Presenter: None

Department: General Services

Division: Solid Waste Admin Services

Dept ID: 13001711

Attachments:

- 1-Description/Analysis
- 2-Memorandum of Understanding
- 3-Resolution.

City Attorney Review

Approved as to Form
Gerald Hicks
3/13/2013 4:36:14 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
3/1/2013 11:09:13 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 3/13/2013 1:44:33 PM



Description/Analysis

Issue: The City of Sacramento operates a Permanent Household Hazardous Waste Collection Facility (PHHWCF), located at the Sacramento Recycling and Transfer Station, 8491 Fruitridge Road. This facility provides a convenient drop-off location for recycling and disposal of household hazardous waste (e.g., antifreeze, batteries, bulbs, oil, paint) by City residents. The PHHWCF also serves as a regional facility through Memorandums of Understanding (MOU's) for residents of Elk Grove, Rancho Cordova, and Sacramento County. The recommended MOU will expand this regional use to include the City of Citrus Heights.

Policy Considerations: The recommendations in this report are consistent with the City's Climate Action Plan goal of achieving a healthy living environment (Strategy 4) by maximizing proper disposal of hazardous material, and Sustainability Master Plan and Green Cities California Sustainability Resolution (Resolution No. 2007-944) by assisting local governments with implementation of sustainable policies and practices.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the administrative activity of approving a MOU and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Proper recycling and disposal of household hazardous waste will contribute to a safer and cleaner environment.

Commission/Committee Action: None

Rationale for Recommendation: The recommendations in this report are consistent with the Sustainability Master Plan and Green Cities California Sustainability Resolution (Resolution No. 2007-944) by assisting the City of Citrus Heights with access to a facility for proper recycling and disposal of household hazardous waste.

Financial Considerations: To use the PHHWCF, Citrus Heights residents will pay disposal costs based on the type of materials delivered to the PHHWCF. The fees paid will help offset the costs incurred by the City of Sacramento to operate the PHHWCF. Disposal costs are provided in Exhibit A.

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



Requires Council Approval:

No YES

Meeting: 3/19/2013

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Public Project	PO Type:	Attachment: Change Order No.:
Not to Exceed: \$0.00		Original Doc Number:
Other Party: City of Citrus Heights, CA		Certified Copies of Document: 2
Project Name: Citrus Heights HHW MOU		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-%:

Department Information

Department: **General Services** Division: **Recycling and Solid Waste**
 Project Manager: **Steve Harriman**
 Contract Services: **Katherine Robbins** Director: **Reina J. Schwartz**
 Phone Number: **916-808-1562** Org Number: **13001711**
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>SA</i>	3-5-13
Contract Services:	<i>Katherine Robbins</i>	3-6-13
City Attorney	Signature or Initial	Date
City Attorney:	<i>Reina J. Schwartz</i>	3/11/2013
<input checked="" type="checkbox"/> Send Interoffice Mail to Reina J. Schwartz (12500)		
<input type="checkbox"/> Notify for Pick Up		
Authorization	Signature or Initial	Date
Reina Schwartz		
Director, General Services:		
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing

Finalized:

Initial:

Date:

Imaged:

Initial:

Date:

Received:
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (Approved On-Call Contractors - Orange*) (01-01-09)

Resolution No. / Date

[Empty box for Resolution No. / Date]

rj

**AGREEMENT BETWEEN CITY OF CITRUS HEIGHTS AND
CITY OF SACRAMENTO FOR PARTICIPATION AT
PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

THIS AGREEMENT made and entered into on the ____ of ____, 2013, by and between the **CITY OF CITRUS HEIGHTS**, a municipal corporation, (hereinafter "CITRUS HEIGHTS") and the **CITY OF SACRAMENTO**, a municipal corporation, (hereinafter "CITY").

WITNESSETH

WHEREAS, CITY and CITRUS HEIGHTS desire to cooperate in allowing individuals residing in CITRUS HEIGHTS zip codes 95610, 95611 and 95621 ("CITRUS HEIGHTS Residents") to use a facility operated by the CITY for the disposal of household hazardous waste during the term of this Agreement; and,

WHEREAS, CITRUS HEIGHTS does not operate a permanent household hazardous waste collection facility 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 CITRUS HEIGHTS Residents; and

WHEREAS, CITY's collection site accessible to the CITRUS HEIGHTS Residents will be the City of Sacramento Permanent Household Hazardous Waste Collection Facility located at 8491 Fruitridge Road, Sacramento, California 95826 ("CITY Facility"); and

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

1. **TERM:** The term of this agreement shall commence on _____ and terminate on June 30, 2015.
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:

City of Citrus Heights

Mary Poole
Operations Manager
City of Citrus Heights
6237 Fountain Square Drive
Citrus Heights, CA 95621

City of Sacramento

Steve Harriman
Integrated Waste General Manager
City of Sacramento, Solid Waste and Recycling Division
2812 Meadowview Road, Building 1
Sacramento, CA 95832

3. **CITRUS HEIGHTS USE OF CITY FACILITY:** The following conditions apply to use of the CITY Facility by residents of CITRUS HEIGHTS:
 - 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. Household hazardous waste ("HHW") materials that **will** be accepted from CITRUS HEIGHTS Residents include:

Acids
Aerosol cans
Automotive batteries
Brake fluid

Flammables
Gasoline
Herbicides and Pesticides
Household cleansers

Paint thinners
Paint (max. 10 gallons)
Poisons
Pool Chemicals

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Solvents	Antifreeze (max. 10	Sharps
Transmission Fluids	gallons)	Wood Preservatives
Used oil filters	Household Batteries	
Used Motor Oil (max. 15 gallons)	Fluorescent Lamps and Tubes	

The following household hazardous waste 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 above specified limitations in consideration of health and public safety.
 - c) The CITY Facility 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 CITRUS HEIGHTS Residents:
- a) The CITY shall provide adequate on-site personnel to safely accommodate accepting household hazardous waste from CITRUS HEIGHTS 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 CITRUS HEIGHTS with templates of brochures or other promotional materials for CITRUS HEIGHTS's use for public counters and special events publicizing the facility.
 - d) The CITY shall provide CITRUS HEIGHTS with a copy of its Form 303 to document the aggregate quantity of material accepted at the CITY Facility.
5. **COST SHARING PROCEDURE:** CITRUS HEIGHTS Residents, upon arrival, 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. CITRUS HEIGHTS Residents are designated as residents from the following zip codes:
95610 95611 95621
 - b) CITRUS HEIGHTS Residents shall pay the CITY a disposal cost based on the type of materials delivered, plus an administrative fee of \$25 per carload. Disposal Costs are listed in Attachment 1 – Material Disposal Price List, attached hereto and incorporated herein by reference. Disposal Costs may be revised at CITY's sole discretion. Written notice of the increased Disposal Costs shall be provided to CITRUS HEIGHTS no later than ten (10) days in advance of the effective date of the new Disposal Costs.
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.

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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 CITRUS HEIGHTS, 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 CITRUS HEIGHTS 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.

CITRUS HEIGHTS shall assume the responsibility and liability for and CITRUS HEIGHTS 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 CITRUS HEIGHTS, 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.

CITRUS HEIGHTS 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 CITRUS HEIGHTS for purposes of this Agreement. CITRUS HEIGHTS residents who are producers of the HHW or generate HHW to the CITY facility shall not under any circumstances be construed to be agents, officers or employees of CITY or CITRUS HEIGHTS for purposes of this Agreement.

This Section 7 shall constitute a separate agreement that shall survive the termination 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.

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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 the CITY Facility or any other CITY 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 CITRUS HEIGHTS and CITY concerning the subject matter hereof. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. Both Parties have participated in the negotiation and drafting of this Agreement, and this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
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.
18. **RECITALS:** The above recitals are true and correct and are hereby incorporated by reference.
19. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties, any rights or remedies hereunder.
20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue shall be in Sacramento County, regardless of where else venue may lie.

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

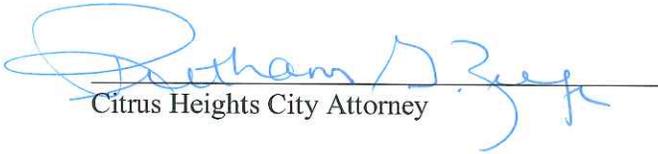
CITY OF CITRUS HEIGHTS
a Municipal Corporation

By: 
Henry Tingle, City Manager

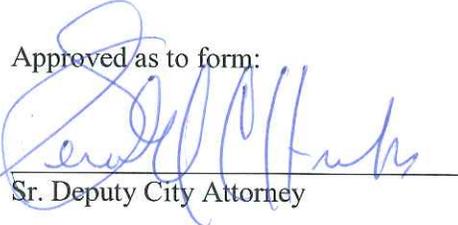
CITY OF SACRAMENTO
a Municipal Corporation

By: John F. Shirey, City Manager

Approved as to form:


Citrus Heights City Attorney

Approved as to form:


Sr. Deputy City Attorney

ATTEST:

By: 
Amy Van, City Clerk

ATTEST:

By: _____
Shirley Concolino, City Clerk

2022313.1

Attachment 1 – Material Disposal Price List

2013 Price List

In Addition a \$ 1.62 per gallon or a \$ 0.18 per pound labor fee will be accessed

Latex Paint	4.02 gal.	Fire Extinguisher	\$ 0.35 lb.	Water Reactive	\$ 2.27 lb.
Oil Base Paint	\$ 3.59 gal.	Aerosols	\$ 0.56 lb.	PCB Capacitors/Ballasts	\$ 1.49 lb
Flammable Liquids (for consolidation)	\$ 2.40gal.	Oil Filters	\$ 0.09 lb.	Non-PCB Capacitors/Ballasts	\$ 0.62 lb
Flammable Liquids/Solids (for lab pack)	\$ 4.76 gal. or \$ 0.56 lb.	Compressor Oil	\$ 5.21 gal.	Straight Fluorescent Lights	\$ 0.11 ft
Base Liquids/Solids (for lab pack)	\$ 4.76 gal. or \$ 0.56 lb.	Motor Oil - Uncontaminated	\$ 0 gal.	Compact / U-tube / Circular Fluorescent	\$ 0.50 each
Acid Liquids/Solids (for lab pack)	\$ 14.11 gal. or \$ 1.66 lb.	Antifreeze	\$0 gal.	HID / Mercury / Metal Halide	\$ 1.47 each
		Car Batteries	\$ 0 lb.		
Oxidizing Liquids/Solids (for lab pack)	\$ 14.11 gal. or \$ 1.66 lb.	Alkaline Batteries or batteries that are not segregated	\$ 0.70 lb.	Broken Fluorescent Lights	\$ 1.57 lb.
Toxic Liquids/Solids (for lab pack)	\$ 4.76 gal. or \$ 0.56 lb.	Rechargeable Batteries	\$ 0 lb.	Flares	\$ 2.40 lb.
Non-Rcra Liquids/Solids (for lab pack)	\$ 4.76 gal. or \$ 0.56 lb.	Mercury	\$ 4.66 lb.	Cooking Oil	\$ 0 gal.
5 gal. Propane Tank	\$ 7.50 each.	7 gal. Propane Tank	\$10.00 each	Pint Propane Tanks	\$ 1.00 each

* Other wastes will be charged on a case by case basis (reactive / unknowns)



RESOLUTION NO. 2013-XXXX

Adopted by the Sacramento City Council

March 19, 2013

APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SACRAMENTO AND CITY OF CITRUS HEIGHTS 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 (PHHWCF), located at the Sacramento Recycling and Transfer Station, 8491 Fruitridge Road. This facility provides a convenient drop-off location for recycling and disposal of household hazardous waste (e.g., antifreeze, batteries, bulbs, oil, paint) by City residents. The PHHWCF also serves as a regional facility through Memorandums of Understanding (MOU's) for residents of Elk Grove, Rancho Cordova, and Sacramento County. The recommended MOU will expand this regional use to include the City of Citrus Heights.

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 hereby authorized to execute a MOU with the City of Citrus Heights to allow Citrus Heights residents to bring household hazardous waste to the City of Sacramento's PHHWCF.

Section 2 Exhibit A is part of this Resolution.

Table of Contents:

Exhibit A: Memorandum of Understanding