

Meeting Date: 5/28/2013

Report Type: Consent

Report ID: 2013-00345

Title: Memorandum of Understanding with Sacramento County for Participation at the City of Sacramento's Permanent Household Hazardous Waste Collection Facility

Location: Citywide

Issue: Both the City of Sacramento (City) and the County of Sacramento (County) operate permanent household hazardous waste collection facilities (PHHWCF). This agreement allows residents of both jurisdictions to use the facility that is most 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 of Sacramento and the County of Sacramento for the mutual use of the parties' household hazardous waste collection facilities, in a total amount not to exceed \$800,000 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 Waste General Manager (916) 808-4949

Presenter: None

Department: General Services

Division: Solid Waste Admin Services

Dept ID: 13001711

Attachments:

1-Description/Analysis

2-Resolution

3-Contract

City Attorney Review

Approved as to Form
Sheri Chapman
5/17/2013 5:26:57 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
5/9/2013 11:37:43 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 5/15/2013 12:58:28 PM

Description/Analysis

Issue Detail: On December 18, 2008, the City and County executed City Agreement No. 2008-1029 that allowed each jurisdiction to accept household hazardous waste (HHW) from each other's residents at no charge to the residents, with the City and County agreeing to reimburse each other for the use of their facilities. That agreement expires June 30, 2013. The agreement recommended in this report replaces the expiring agreement so that City and County residents will continue to have convenient access to HHW disposal sites.

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 household hazardous waste.

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 household hazardous waste 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. 2008-1029, between the City and County, which expires June 30, 2013. That agreement allowed each jurisdiction to accept household hazardous waste (HHW) from each other's residents at no charge to the residents, with the City and County agreeing to reimburse each other for the use of their facilities. Executing the recommended agreement will ensure that City and County residents continue to have convenient access to HHW disposal sites.

Financial Considerations: Under the recommended agreement the City and County agree to reimburse each other for the use of their respective 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. The maximum amount that either jurisdiction may pay is \$100,000 per year. Historically, the City has reimbursed the County approximately \$25,000 per year.

Sufficient funds are available in the Department of General Services FY2012/13 operating budget (Solid Waste Fund, Fund 6007) for reimbursements through June 30, 2013. Reimbursements made after June 30, 2013 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

May 28, 2013

REIMBURSEMENT AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM BETWEEN THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO

BACKGROUND

- A. The City of Sacramento (City) operates a permanent household hazardous waste collection facility located at the Sacramento Recycling and Transfer Station, 8491 Fruitridge Road, Sacramento, California.
- B. The County of Sacramento (County) owns and operates a permitted permanent household hazardous waste collection facility located at the County's North Area Transfer Station, 4450 Roseville Road, North Highlands, California.
- C. The County owns and operates a permitted Antifreeze, Batteries, Oil, and Paint ("ABOP") Collection Facility located at the County Kiefer Landfill, 12701 Kiefer Boulevard, Sloughhouse, California.
- D. The City and County desire to cooperate in utilizing each other's collection facilities to provide convenient access to City and County residents for their disposal of household hazardous waste and to enter into a reimbursement agreement (Exhibit 1) 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 and the County for the mutual use of the parties' household hazardous waste collection facilities, in a total amount not to exceed \$800,000 for the potential eight-year period provided that sufficient funds are available in the budget adopted for the applicable fiscal year.
- Section 2. Exhibit 1 is a part of this resolution.

EXHIBIT 1

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY

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

THIS AGREEMENT is made and entered into on _____, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, COUNTY owns and operates a permitted permanent household hazardous waste collection facility located at the COUNTY'S North Area Transfer Station, 4450 Roseville Road, North Highlands, California (hereinafter referred to as "NARS PHHWCF"); and

WHEREAS, COUNTY owns and operates a permitted Antifreeze, Batteries, Oil, and Paint ("ABOP") Collection Facility located at the COUNTY'S Kiefer Landfill, 12701 Kiefer Boulevard, Sloughouse, California (hereinafter referred to as "Kiefer ABOPF"); 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, COUNTY AND CITY desire to cooperate in utilizing the collection facilities to provide convenient access to COUNTY 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. "COUNTY Director" shall mean the Director of the Department of Waste Management and Recycling for COUNTY 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 COUNTY 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. COUNTY'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 July 1, 2013 and shall remain in effect until June 30, 2017.
- B. COUNTY'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 COUNTY:

TO CITY:

County of Sacramento
Department of Waste Management and
Recycling
9850 Goethe Road
Sacramento, CA 95827-3561
Attn: Paul Philleo

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: 81331
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

COUNTY 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 COUNTY, its Board of

Supervisors, 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. COUNTY 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 COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY 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, COUNTY'S Board of Supervisors, and CITY'S subcontractors. It is also the intention of COUNTY 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, COUNTY'S Board of Supervisors and CITY'S 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 COUNTY 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 COUNTY or CITY unless agreed in writing by counsel for COUNTY and DIRECTOR and attorney for CITY.

13. SUCCESSORS

This Agreement shall bind the successors of COUNTY 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, COUNTY 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 COUNTY. Notice shall be deemed served on the date of mailing.
- C. COUNTY may terminate 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 COUNTY'S yearly proposed and final budget are not appropriated by COUNTY 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 immediately upon giving written notice to COUNTY, 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.

18. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY 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.

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

CITY OF SACRAMENTO, a municipal
corporation

By: _____
Paul Philleo, Director
Department of Waste Management
and Recycling
Municipal Services

By: _____
City Manager

Date: _____

“COUNTY”

Date: _____

Agreement approved by
Board of Supervisors:

Approved as to Form:

By: _____
Sheri M. Chapman, Deputy City Attorney

Agenda Date: _____

Date: _____

Item Number: _____

Resolution Number: _____

Attest:

By: _____
City Clerk

Date: _____

Contract Reviewed and Approved by County Counsel

By: _____
Sarah Britton
Deputy County Counsel

Date: _____

Prepared by: _____
Mike Miller, Administrative Services Officer II
Contract Services Section / Accounting & Fiscal Services
Sacramento County Municipal Services Agency
Phone: (916) 874-7034

EXHIBIT A
to Agreement for Reimbursement of
Household Hazardous Waste Collection Program Costs Between
the COUNTY OF SACRAMENTO 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 the unincorporated areas of the COUNTY at no charge to the resident, and Hazardous Waste from CESQ generators in the unincorporated areas of the COUNTY 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 COUNTY:
- i. Residential Generators: HHW will be accepted at the SRTS PHHWCF as follows (no appointments necessary):
- Tuesday, Wednesday, and Thursday, from 8:00 AM to 5:00 PM, only antifreeze, batteries, motor oil, fluorescent lights, and latex paint will be accepted.
 - Friday and Saturday, from 8:00 AM to 5:00 PM, all acceptable HHW will be accepted.
- 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 the unincorporated areas of the COUNTY 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 NARS PHHWCF or to Kiefer ABOPF. Any public education or promotional efforts developed by CITY shall indicate the specific days and hours of operation of the NARS PHHWCF and Kiefer ABOPF.

- C. The CITY acknowledges that the NARS PHHWCF 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 COUNTY 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. Further, the CITY acknowledges that COUNTY will only accept antifreeze, auto and household batteries, motor and cooking oil, motor oil filters, and latex or oil based paint, and universal waste at the Kiefer ABOPF. Quantity limits as described herein apply to those materials acceptable at the Kiefer ABOPF.
- D. In the event COUNTY constructs, owns, and operates a permanent household hazardous waste collection facility at Kiefer during the term of this agreement, then all acceptable materials and limits thereto as reflected in section 1.C. above for the NARS PHHWCF shall apply.

2. **COUNTY RESPONSIBILITIES**

- A. Subject to the limitations provided in Section 1.C. above, COUNTY 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 NARS PHHWCF and at Kiefer ABOPF during the regular days and hours of operation. The days and hours of operation of the NARS PHHWCF and Kiefer ABOPF are subject to change at the will of COUNTY with written notice to CITY:
- i. **Residential Generators:** HHW will be accepted at the NARS PHHWCF, and antifreeze, batteries, motor and cooking oil, motor oil filters, latex and oil based paint, and universal waste will be accepted at the Kiefer ABOPF with no appointment required.
 - ii. **CESQ Generators:** CESQ generators must call the COUNTY to make an appointment to self-haul Hazardous Waste to NARS PHHWCF or to Kiefer ABOPF. 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 both the NARS PHHWCF and Kiefer ABOPF. COUNTY shall charge any CESQ generator from the CITY for use of the NARS PHHWCF or Kiefer ABOPF the same amount for the same materials and quantities as COUNTY charges CESQ generators

from the unincorporated areas of the COUNTY. Payment will be required prior to CESQ generator gaining access to the NARS PHHWCF or Kiefer ABOPF.

- B. COUNTY may direct residents and CESQ generators in the unincorporated areas of the COUNTY to self-haul HHW or Hazardous Waste to the SRTS PHHWCF. Any public education or promotional efforts developed by COUNTY shall indicate the specific days and hours of operation of the SRTS PHHWCF.
- C. COUNTY 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 COUNTY: 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. COUNTY 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 COUNTY: COUNTY shall maintain a record of the zip code and address of each self-hauled HHW vehicle load received at either the Kiefer ABOPF or the NARS PHHWCF relative to the jurisdiction of waste origin. COUNTY 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 unincorporated areas of the COUNTY.
- D. COUNTY 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 COUNTY 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 the unincorporated areas of the COUNTY is equal to the total number of self-hauled HHW vehicle loads NARS PHHWCF and Kiefer ABOPF receive from CITY residents. If the number of self-hauled HHW vehicle loads reported by the COUNTY 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 the unincorporated areas of the COUNTY exceeds the number of self-hauled HHW vehicle loads the COUNTY'S Kiefer ABOPF and/or NARS PHHWCF receives from CITY residents, then the COUNTY pays the CITY.
2. If the number of self-hauled HHW vehicle loads the COUNTY'S Kiefer ABOPF and/or NARS PHHWCF receives from CITY residents exceeds the number of self-hauled HHW vehicle loads the SRTS PHHWCF receives from residents of the unincorporated areas of the COUNTY, then the CITY pays the COUNTY.

E. If a reimbursement payment is required, it will be determined by the COUNTY as follows.

The amount of reimbursement shall be calculated by the 15th 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 COUNTY due to changes in regulations, permit requirements, or direct costs from COUNTY contractors.
2. HHW Admin Fee: An administrative fee of \$27.70 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 COUNTY will be calculated each month using jurisdictional specific self-hauled HHW vehicle load count data from the COUNTY’s HHW tracking database and pricing consistent with Exhibit B. The COUNTY 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. The COUNTY will divide the total HHW fees by the total number of self-hauled HHW vehicle loads received from that jurisdiction at the COUNTY’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 the COUNTY) will be applied to each excess self-hauled HHW vehicle load (as reported by the COUNTY and CITY) for that month. An example of

this calculation is shown below.

Example: March 2013

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

City Residents Using NARS PHHWCF/ Kiefer ABOPF (Reported by COUNTY)	County 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 COUNTY HHW database:

	CITY	COUNTY
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 the COUNTY 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 COUNTY to CITY under this Agreement shall not exceed \$100,000.00 on an annual basis, or \$800,000.00 for the Term of this Agreement.

- G. The maximum reimbursement amount to be paid by CITY to COUNTY under this Agreement shall not exceed \$100,000.00 on an annual basis, or \$800,000.00 for the Term of this Agreement.

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

Unit Pricing Table

Description	Unit Price	Description	Unit Price
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 County. Any pricing changes will be provided to CITY in writing at least 30 days prior to becoming effective.

Note: Current HHW Admin Fee \$27.70 as of July 1, 2012
(Adjusted annually pursuant to CPI provisions of agreement)