

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

THIS AGREEMENT made and entered into on the 4th of June, 2007, by and between the **CITY OF RANCHO CORDOVA**, a political subdivision of the State of California, (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, The RC does not operate a permanent household hazardous waste collection facility that provides maximum convenience to their 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 Rancho Cordova 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, 2007 and terminate on June 30, 2010.
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

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

TO CITY

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 the 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	Aerosol cans
Automotive batteries	Brake fluid
Flammables	Gasoline
Herbicides and Pesticides	Household cleansers
Paint thinners	Paint (max. 10 gallons)
Poisons	Pool Chemicals

Solvents	Transmission Fluids
Used oil filters	Wood Preservatives
Used Motor Oil (max. 20 gallons)	Antifreeze (max. 10 gallons)

The following materials will not be accepted for collection:

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

- 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.

4. **CITY SERVICES TO BE PROVIDED:** The CITY shall provide the following services to the 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 the RC with a supply of brochures or other promotional materials for public counters and special events publicizing the facility.
- d) The CITY shall provide the RC with a copy of its Form 303 to document the aggregate quantity of material accepted at the facility.

5. **COST SHARING PROCEDURE:** The RC shall reimburse the CITY for the cost incurred in conformance with the following procedure:

- a) The CITY shall maintain a record of the zip code of each car relative to the jurisdiction of waste origin. RC zip codes are defined as follows:

95670 95741 95742

RC agrees to pay the CITY for cars conforming to any other zip codes subsequently identified as City of Rancho Cordova zip codes.

- b) RC shall pay the CITY a per car fee for all cars with City of Rancho Cordova zip codes dropping off waste at the facility. Fees are as follows:

Cost per Car	Estimated Weight
\$70	... 100 lbs.
Best estimate of actual cost for disposal and labor	> 100 lbs.

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 the RC based on direct costs related to disposal. Examples are as follows:

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

- 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 the 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 citizens that have used the facility in order to verify the origin of waste for the purpose of invoicing RC.

- g) In no event shall RC pay more than \$15,000 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 tort liability purposes, 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.

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 is expressly conditional upon the approval of each party's governing body. Each of the parties hereto will use its best efforts to obtain such approval.
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

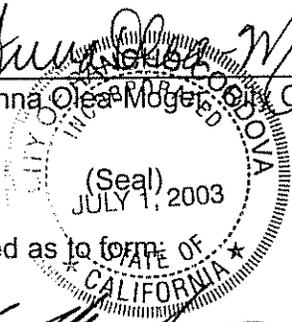
By Ted Gaebler
Ted Gaebler, City Manager

Attest:

By: Anna Olga Moger
Anna Olga Moger, City Clerk

Approved as to form:

Adam Lindgren A.L.
Adam Lindgren, City Attorney



CITY OF SACRAMENTO, a municipal corporation

By _____
Ray Kerridge, City Manager "CITY"

Approved as to form:

[Signature]
Sr. Deputy City Attorney