Title: Supplemental Agreement: Disposal of Household Hazardous Waste Between City of Sacramento and City of Elk Grove

Location: Citywide

Recommendation: Adopt a Resolution authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement No. 2017-0851 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 (PHHWCF) for the disposal of household hazardous waste (HHW).

Contact: Doug Huston, Administrative Analyst, (916) 808-4935; Jerome Council, Integrated Waste General Manager, (916) 808-4949, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Agreement
Description/Analysis

**Issue Detail:** Both the City of Sacramento (City) and the City of Elk Grove (Elk Grove) operate Permanent Household Hazardous Waste Collection Facilities (PHHWCF). For over ten years the City and Elk Grove have allowed residents to use each other’s PHHWCF. The City and Elk Grove have agreed to reimburse each other for the cost of the disposal by their residents. In 2017, by way of Resolution No. 2017-0274, Council authorized execution of Agreement No. 2017-0851 for a three-year term that allowed this arrangement to continue between the City and Elk Grove. Agreement No. 2017-0851 expires June 30, 2020 but allows for the parties to extend the agreement for an unspecified term. The City and Elk Grove would like to extend the agreement for an additional three years. The agreement would continue to allow residents from both jurisdictions to use each other’s PHHWCF at no cost to the residents. The City and Elk Grove would then continue to reimburse each other for the cost of the disposal. City Council approval is needed as the Sacramento City Code does not expressly authorize an agreement of this type.

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

**Sustainability:** This recommendation in this report 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 execution of the supplemental agreement will ensure that City and Elk Grove residents continue to have convenient access to HHW disposal sites in the central and southern portions of Sacramento County. The City has a similar agreement with the County of Sacramento for the mutual use of their PHHWCF located in the northern portion of Sacramento.
**Financial Considerations:** Under the recommended supplemental agreement, the City and Elk Grove agree to continue to reimburse each other for the use of their respective PHHWCF by residents of each jurisdiction. The number of carloads disposed of at each PHHCWF will be reconciled monthly and reimbursement will be calculated on the net difference between the carloads accepted by each jurisdiction.

Historically, the City owes Elk Grove each month. It is estimated that the City could pay up to $15,000 per year in fees to Elk Grove. Sufficient funds are available within the Department of Public Works, Recycling and Solid Waste Division’s Operating Budget (Solid Waste Fund, Fund 6007) to complete the annual reimbursements to Elk Grove.

**Local Business Enterprise (LBE):** Not applicable
RESOLUTION NO. 2020-
Adopted by the Sacramento City Council

May 19, 2020

SUPPLEMENTAL AGREEMENT FOR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE BETWEEN CITY OF SACRAMENTO AND CITY OF ELK GROVE

BACKGROUND

A. The City of Sacramento (City) operates a permanent household hazardous waste collection facility (PHHWCF) located at the Sacramento Recycling and Transfer Station, 8491 Fruitridge Road, Sacramento, California; and

B. The City of Elk Grove (Elk Grove) owns and operates a permitted PHHWCF located at Elk Grove’s Special Waste Collection Center, 9255 Disposal Way, Elk Grove, California; and

C. The City and Elk Grove desire to continue to cooperate in utilizing each other’s PHHWCF to provide convenient access to City and Elk Grove residents for their disposal of household hazardous waste and to extend the existing reimbursement agreement for the costs incurred.

D. The City and Elk Grove entered into an agreement in 2017 for a three-year term which will expire on June 30, 2020 (Agreement No. 2017-0851). The agreement was approved by Council pursuant to Resolution 2017-0274. Agreement No. 2017-0851 states the parties may extend the term but did not specify a length of time to extend the term.

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 Supplemental Agreement No. 1 to City Agreement No. 2017-0851 between the City and Elk Grove for the mutual use of the parties’ PHHWCF and reimbursement for costs for an additional three years.

Section 2. Exhibit A is part of this resolution.
Table of Contents:

Exhibit A: Agreement
FIRST AMENDMENT TO AGREEMENT

BETWEEN CITY OF ELK GROVE AND CITY OF SACRAMENTO

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into between City of Elk Grove, a California municipal corporation ("ELK GROVE") and City of Sacramento, a California municipal corporation ("SACRAMENTO"), and hereby amends the agreement entered into between the parties on June 9, 2017 as contract number C-17-251 ("Agreement").

RECITALS

WHEREAS, on June 9, 2017, the parties entered into Agreement C-17-251 authorizing residents of SACRAMENTO to utilize the Special Waste Collection Center ("SWCC"), which is owned and operated by ELK GROVE, for disposal of household hazardous waste ("HHW"), and for SACRAMENTO to share costs in connection with that service; and

WHEREAS, the Parties now wish to amend the agreement to adjust the compensation amount, and to extend the Agreement for an additional three years.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, ELK GROVE and SACRAMENTO agree to as follows:

1. It is the intent of the ELK GROVE and SACRAMENTO to continue to be bound by all terms and conditions of the Agreement, all of which are expressly incorporated into this First Amendment by this reference, except as expressly changed by this First Amendment.

2. The Agreement termination date shall be extended from June 30, 2020 and shall terminate at 11:59 p.m. on June 30, 2023, unless modified in the manner provided in Section 12,
Amendments, Changes or Modifications or terminated earlier pursuant to Section 17, Termination, of the Agreement.

3. ELK GROVE and SACRAMENTO agree to amend Section 3.E of Exhibit A (Scope of Services and Compensation) of the Agreement as follows:

If a reimbursement payment is required, it will be determined by ELK GROVE as follows:

The amount of reimbursement shall be calculated by the 15th of the month following the end of each quarter. Reimbursement shall occur for each self-hauled HHW vehicle load received in accordance with this Agreement 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.

Fees are as follows:

<table>
<thead>
<tr>
<th>Cost Per Car</th>
<th>Estimated Weight/Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$45.00</td>
<td>&lt;125 lbs. or 15 gallons</td>
</tr>
</tbody>
</table>

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.)

4. The person or persons executing this First Amendment on behalf of the SACRAMENTO warrant and represent that they have the authority to execute this First Amendment on behalf of their agency and further warrant and represent that they have the authority to bind SACRAMENTO to the performance of its obligations hereunder.

5. The Agreement and this First Amendment constitute the entire agreement between ELK GROVE and SACRAMENTO concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

6. SACRAMENTO and ELK GROVE agree and acknowledge that the provisions of this First Amendment have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this First Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this First Amendment shall not be resolved against the drafting party.

(Signatures continued on next page.)
City of Elk Grove
City of Sacramento
Re: Participation at the SWCC

AGREED to this _____ day of _________, 2020, by the parties as follows.

Approved as to form:

By:__________________________________  
CITY OF SACRAMENTO

By:__________________________________

Approved as to form:

By:__________________________________  
CITY OF ELK GROVE

By:__________________________________
  Jonathan P. Hobbs, City Attorney

Attest:

By:__________________________________
  Jason Lindgren, City Clerk

By:__________________________________
  Donna Settles, City Clerk