

**RESOLUTION NO. 2004-118**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
APPROVING AN AGREEMENT BETWEEN THE CITY OF ELK GROVE AND CITY  
OF SACRAMENTO FOR PARTICIPATION AT THE PERMANENT HOUSEHOLD  
HAZARDOUS WASTE COLLECTION FACILITY**

**WHEREAS**, The City of Elk Grove and the City of Sacramento desire to cooperate in using a facility for the disposal of Household Hazardous Waste (HHW) during fiscal years 2004-05 and 2005-06, and share certain costs in connection therewith; and

**WHEREAS**, the City of Elk Grove does not operate a Permanent Household Hazardous Waste Collection Facility (PHHWCF) that provides a convenient location for residents for the proper disposal, recycling and exchange of HHW; and

**WHEREAS**, the City of Sacramento operates a PHHWCF capable of providing access to Elk Grove residents; and

**WHEREAS**, it is more cost effective for Elk Grove to pay its share of costs incurred at the City's facility in contrast to developing its own PHHWCF.

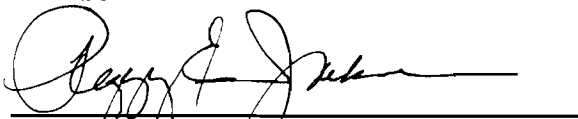
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove authorizes a two year agreement with the City of Sacramento in the form and generally with the terms as identified in the attached agreement; and,

**BE IT FURTHER RESOLVED** that the City Manager or his designee is hereby authorized and empowered to negotiate terms and execute in the name of the City of Elk Grove the agreement and payments as requested and amendments hereto for the purposes of providing proper disposal of HHW for the residents of Elk Grove.

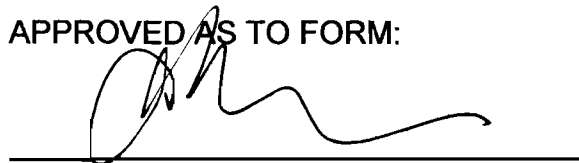
**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Elk Grove on this 2<sup>nd</sup> day of June 2004.

  
\_\_\_\_\_  
SOPHIA SCHERMAN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

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

**THIS AGREEMENT** made and entered into the \_\_\_ of \_\_\_\_\_, 20\_\_\_, by and between the **CITY OF ELK GROVE**, a municipal corporation, (hereinafter "EG") and the **CITY OF SACRAMENTO**, a municipal corporation, (hereinafter "City").

**WITNESSETH**

**WHEREAS**, City and EG desire to cooperate in using a facility for the disposal of household hazardous waste (HHW) during the fiscal years 2004-05 and 2005-06, and share certain costs in connection therewith; and,

**WHEREAS**, EG 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 EG residents; and,

**WHEREAS**, it is more cost effective for EG 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 EG hereby agree as follows:

1. **Term:** The term of this agreement shall commence on July 1, 2004 and terminate on June 30, 2006.
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 EG

Cedar Kehoe, Integrated  
Waste Program Manager  
City of Elk Grove  
Public Works Department  
8380 Laguna Palms Way  
Elk Grove, CA 95758

TO CITY

G. Harold Duffey, Integrated  
Waste General Manager  
City of Sacramento  
Solid Waste Division  
2812 Meadowview Road  
Sacramento, CA 95832

3. **EG Use of City Facility.** The following conditions apply to use of the City facility by residents of EG:

- 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 EG residents includes:

Acids	Paint (max. of 10 gallons)
Aerosol cans	Poisons
Automotive batteries	Pool chemicals
Brake fluid	Solvents
Flammables	Transmission fluids
Gasoline	Used oil filters
Herbicides	Wood preservatives
Pesticides	Used motor oil (max. of 20 gallons)
Household cleansers	Antifreeze (max. of 10 gallons)
Paint thinners	Compressed gas cylinders (no larger than 5 gallons)

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

Asbestos	PCP's
Medical waste	Explosives
Infectious waste	Contractor or Commercially
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, CA 95826.

**4. City Services to Be Provided.** The City shall provide the following services to EG:

- a) The City shall provide adequate on-site personnel to safely accommodate accepting household hazardous waste from EG 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 EG with a supply of brochures or other promotional materials for public counters and special events publicizing the facility.
- d) The City shall provide EG with a copy of its Form 303 to document the aggregate quantity of material accepted at the facility.

**5. Cost Sharing Procedure.** EG 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 vehicle that delivers HHW to the City facility relative to the jurisdiction of waste origin. EG zip codes are defined as follows:

95624	95759
95758	

EG agrees to pay the City for vehicles conforming to any other zip codes subsequently identified as EG zip codes, and amended into this agreement.

- b) EG shall pay the City a per vehicle fee for all cars with EG zip codes dropping off waste at the facility. Fees are as follows:

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

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

Oxidizers Organic Peroxides Mercury Sodium Metal Dangerous when Wet Materials	IH Materials (Poisonous inhalation hazards) Highly Reactive Flammable Solids (e.g. red phosphorous) Other materials deemed an immediate threat or hazard.
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- d) The City agrees to meet and confer with the EG's representative upon request to clarify charges related to additional fees.

e) The City shall invoice EG on a quarterly basis. The invoice is due and payable within 30 days.

- 6. Termination of Agreement.** Either party may terminate this Agreement, for any reason, upon 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 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 EG, 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 EG 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 party of City, or any of its agents, officers, or employees in its or their performance of this Agreement.

EG shall assume the responsibility and liability for and EG 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 EG, or any of its agents, officers, or employees in its or their performance of this Agreement.

Owners, operators and/or occupants of vehicles that deliver HHW to the City facility SHALL NOT under any circumstance be construed to be agents, officers or employees of City or EG for the purposes 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 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.

**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 EG 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 ELK GROVE,  
a Municipal Corporation

CITY OF SACRAMENTO,  
a Municipal Corporation

BY: \_\_\_\_\_  
John Danielson, City Manager

BY: \_\_\_\_\_  
Robert Thomas, City Manager

Attest:

Attest:

\_\_\_\_\_  
Peggy Jackson, City Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Anthony Manzanetti, City Attorney

\_\_\_\_\_  
City Attorney

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-118**

STATE OF CALIFORNIA       )  
COUNTY OF SACRAMENTO   )       ss  
CITY OF ELK GROVE        )

***I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 2<sup>nd</sup> day of June 2004 by the following vote:***

**AYES 5:       COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary**

**NOES 0:       COUNCILMEMBERS:**

**ABSTAIN 0: COUNCILMEMBERS:**

**ABSENT 0: COUNCILMEMBERS:**



A handwritten signature in cursive script, appearing to read "Peggy E. Jackson", written over a horizontal line.

**Peggy E. Jackson, City Clerk  
City of Elk Grove, California**