



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Adopt two resolutions authorizing the City Manager to execute three-year agreements between the City of Elk Grove and the City of Sacramento for use of the City of Sacramento's Household Hazardous Waste Collection Facility

MEETING DATE: February 23, 2011

PREPARED BY: Cedar Kehoe, Integrated Waste Program Manager

DEPARTMENT HEAD: Richard Shepard, Public Works Director / City Engineer

RECOMMENDED ACTION:

Staff recommends that the City Council of the City of Elk Grove adopt two resolutions authorizing the City Manager to execute two, three-year agreements between the City of Elk Grove and the City of Sacramento for the City of Elk Grove's use of the City of Sacramento's Permanent Household Hazardous Waste Collection Facility for regular household hazardous waste disposal and battery waste disposal.

BACKGROUND INFORMATION:

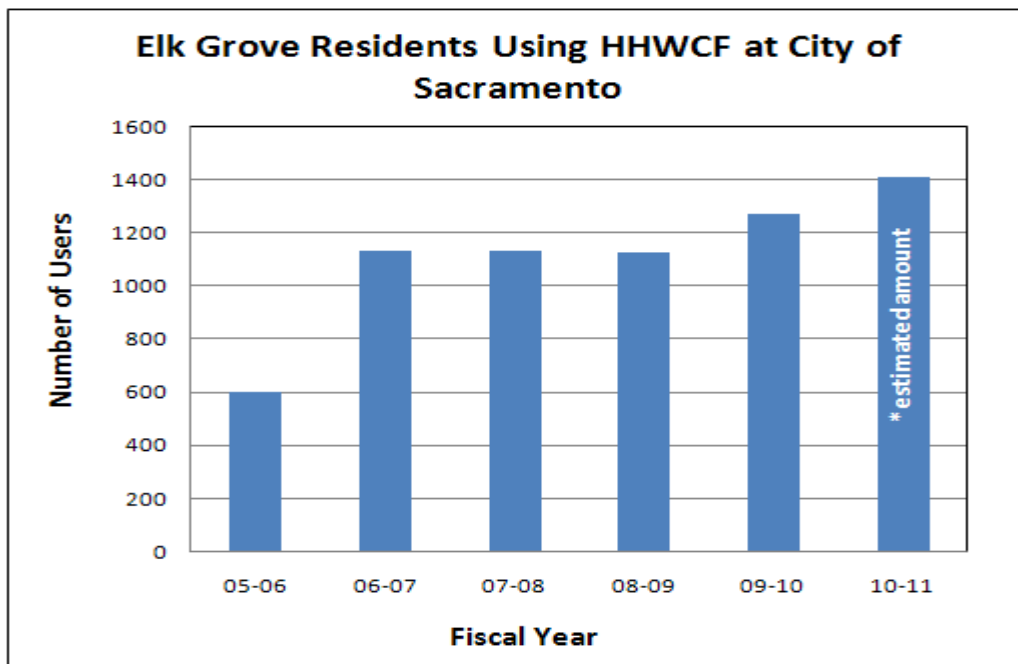
In July 2002, the City negotiated an agreement with the City of Sacramento to allow access to the City of Sacramento's Permanent Household Hazardous Waste Facility (PHHWF) located at 8491 Fruitridge Road.

Because the City of Elk Grove does not have its own facility, the agreement allows Elk Grove residents to dispose of common household products, such as paint, solvents, automobile batteries, used oil and filters, and pesticides, among other hazardous materials, at the City of Sacramento's PHHWF. By allowing Elk Grove residents to use this location to properly dispose of their hazardous materials, residents are less likely to toss them in their garbage or pour them down sinks or into storm drains.

The City also has an agreement with the County of Sacramento for use of their facility in the north area by Elk Grove residents, but the majority of residents use the City's facility on Fruitridge Road because it is closer.

Under the current agreement with the City of Sacramento, the City of Sacramento provides all the necessary personnel to dispose of the hazardous materials in accordance with State and Federal law. The City of Sacramento bills the City of Elk Grove at a rate of \$70 per vehicle visit for materials weighing 125 pounds or less or materials of 15 gallons or less. The City of Sacramento uses best estimates of actual costs to determine the cost of disposal and labor for material weighing more than 125 lbs. or materials over 15 gallons.

The chart below shows the annual increase in the number of residents that have used the City of Sacramento's facility since 2005.



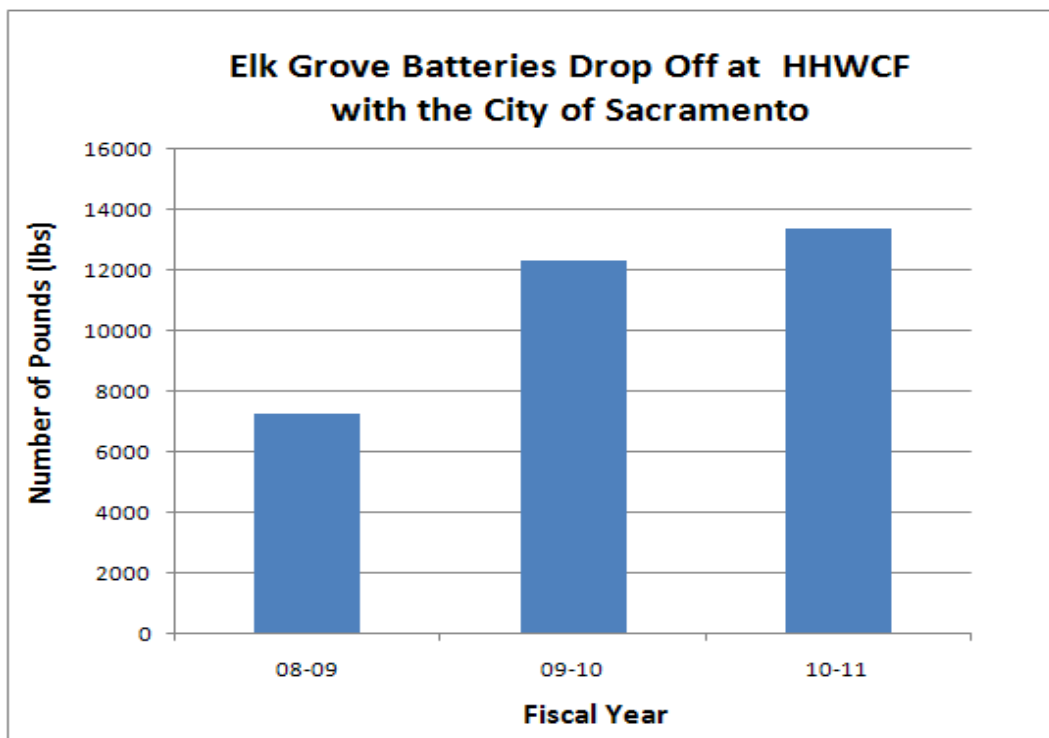
Sacramento City's facility is open Tuesday through Thursday, from 8:00 a.m. to 5:00 p.m., for drop-off of antifreeze, batteries, oil and paint (ABOP). All other household hazardous materials are accepted on Fridays and Saturdays only. The facility is closed on major holidays.

The City has a second agreement with the City of Sacramento that allows for the City of Elk Grove's Integrated Waste staff to regularly drop off household batteries that are collected from the City's fourteen battery collection locations throughout the City. Battery collection (and drop-off of

collected batteries at the facility) occurs on a weekly basis.

Under the original agreement, the City of Elk Grove was allowed to drop off collected batteries at this facility and was charged a fee of \$0.22 per pound, starting July 1, 2008. However, in December 2008, the rate increased to \$0.82 per pound and remains at that amount currently. The proposed new agreement, starting on March 23, 2011, would set the fee for alkaline batteries at \$0.80 per pound and for rechargeable batteries at \$0.10 per pound. This is a reduction of \$0.02 per pound from the current agreement, and assumes that the City packages all batteries as instructed by the City of Sacramento. The City of Sacramento would be allowed to adjust the fee after providing the City of Elk Grove written notice with an explanation of the basis for the increase.

The chart below shows the annual increase in the number of batteries being dropped off at the City of Sacramento's HHWCF since the start of our agreement in 2008.



The current free battery drop-off locations for residents in Elk Grove are listed below:

ACE Hardware

9021 Grantline Rd.
Elk Grove, CA 95624

Bel Air

9435 Elk Grove Blvd.
Elk Grove, CA 95624

CVS/Pharmacy

9285 Elk Grove Blvd.
Elk Grove, CA 95624

ACE Hardware

9661 Elk Grove-Florin Rd.
Elk Grove, CA 95624

Elk Grove Community Library

8962 Elk Grove Blvd.
Elk Grove, CA 95624

United Methodist Church

8986 Elk Grove Blvd.
Elk Grove, CA 95624

Elk Grove Senior Center

8830 Sharkey Ave.
Elk Grove, CA 95624

CVS/Pharmacy

9285 Elk Grove Blvd.
Elk Grove, CA 95624

Elk Grove PD

8400 Laguna Palms Way
Elk Grove, CA 95758

Franklin Community Library

10055 Franklin High Rd.
Elk Grove, CA 95757

CVS/Pharmacy

5040 Laguna Blvd.
Elk Grove, CA

Walgreens

7299 Laguna Blvd.
Elk Grove, CA 95758

Walgreens

9200 Elk Grove-Florin Rd.
Elk Grove, CA 95624

Bel-Air

8425 Elk Grove-Florin Rd.
Elk Grove, CA

Rather than having a single agreement with the City of Sacramento that addresses both battery and regular household hazardous materials, Sacramento prefers that two separate agreements be executed.

Best Interest Finding

Since the City currently has an agreement with the City of Sacramento to use their household hazardous waste collection facility, and the City also has an agreement with Sacramento County to use their household hazardous waste collection facility and these are the only two facilities

located within our county willing to offer this service to our residents, staff requests that the Council forgo competitive bidding under Elk Grove Municipal Code (EGMC) Section 3.42.180(B), as it is in the best interest of the City to do so.

FISCAL IMPACT:

The revenue generated by the Franchise Agreement with Allied Waste for residential collection of solid waste, recyclable materials and greenwaste covers the staffing and disposal cost of offering this program to our residents. The cost of this program does not affect the General Fund.

The approved Fiscal Year 2010-11 budget includes a total of \$115,000 for the cost of disposal of household hazardous and universal waste for our residents, as well as the disposal of household batteries.

ATTACHMENTS:

1. Resolution - Household Hazardous Waste Disposal
 - a. Exhibit A - Household Hazardous Waste Disposal Agreement
2. Resolution - Household Battery Disposal
 - a. Exhibit A - Household Battery Disposal Agreement
3. Current Agreement between the City of Elk Grove and the City of Sacramento for Participation at Permanent Household Hazardous Waste Collection Facility (2008-0786)
4. Current Agreement between the City of Sacramento and the City of Elk Grove for the Disposal of Household Batteries at Permanent Household Hazardous Waste Collection Facility (2008-0250)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR
AGREEMENT BETWEEN THE CITY OF ELK GROVE AND THE CITY OF
SACRAMENTO FOR THE CITY OF ELK GROVE’S USE OF THE CITY OF
SACRAMENTO’S PERMANENT HOUSEHOLD HAZARDOUS WASTE
COLLECTION FACILITY FOR HOUSEHOLD HAZARDOUS WASTE DISPOSAL**

WHEREAS, the City of Sacramento operates a permitted Permanent Household Hazardous Waste Collection Facility (PHHWCF) capable of providing disposal of waste generated by Elk Grove residents; and

WHEREAS, the City of Elk Grove does not currently own a facility enabling Elk Grove residents to dispose of household hazardous waste; and

WHEREAS, the City of Sacramento and the City of Elk Grove have had a contractual agreement since July 2002, enabling City of Elk Grove residents to utilize the City of Sacramento’s household hazardous waste facility located at 8491 Fruitridge Road.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby:

- 1) In accordance with Section 3.42.140 of the Elk Grove Municipal Code, finds that it is in the City’s best interest to waive the competitive bidding process; and
- 2) Authorizes the City Manager, or her designee, to execute a three-year agreement with the City of Sacramento under the terms identified in the agreement attached hereto as Exhibit A; and
- 3) Authorizes and empowers the City Manager, or her designee to negotiate terms and execute in the name of the City of Elk Grove an agreement and payments as requested and amendments hereto for the purposes of providing proper disposal of household hazardous waste, in a form acceptable to the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 23rd day of February 2011.

STEVEN M. DETRICK, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

SUSAN COCHRAN, CITY ATTORNEY

EXHIBIT A

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 on the ____ of ____, 2011, 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 term of this Agreement, 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 its 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, 2011 and terminate on June 30, 2014.
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 Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove CA 95758

TO CITY

William Skinner
Interim Integrated Waste General Manager
City of Sacramento, Solid Waste Services
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 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, Used Motor Oil (max. 15 gallons), Antifreeze (max. 10 gallons), Household Batteries, Fluorescent Lamps and Tubes, Sharps, Wood Preservatives

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

The following 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 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.
- 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 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 templates of brochures or other promotional materials for EG's use 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 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. EG zip codes are defined as follows:

95624 95757 95758 95759

- b) EG shall pay the CITY a per vehicle fee for all vehicles originating from the jurisdictional boundaries of EG and delivering waste at the facility. Fees are as follows:

Cost per Car	Estimated Weight/Quantity
\$70	<125 lbs. or 15 gallons
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.)

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

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

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

d) The CITY agrees to meet and confer with the EG 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.

f) The quarterly invoice will include a list of zip codes, names and addresses from EG residents that have used the facility in order to verify the jurisdiction of origin of waste.

g) In no event shall EG pay more than **\$100,000** to CITY for the services contemplated under this agreement annually (based on each fiscal year in which this agreement is in effect) and \$300,000 for the full term of this Agreement without the prior written consent of Elk Grove as set forth in section 11 (Amendments). 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 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 part 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,

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

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.

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.

EG 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 EG for purposes 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.
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 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.

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

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.

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: _____
Laura S. Gill, City Manager

By: _____
Gus Vina, Interim City Manager

Approved as to form:

Approved as to form:

Susan Burns Cochran, City Attorney

Sr. Deputy City Attorney

ATTEST:

ATTEST:

By: _____
Jason Lindgren, City Clerk

By: _____
Shirley Concolino, City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR
AGREEMENT BETWEEN THE CITY OF ELK GROVE AND THE CITY OF
SACRAMENTO FOR THE CITY OF ELK GROVE’S DISPOSAL OF HOUSEHOLD
BATTERIES AT THE CITY OF SACRAMENTO’S PERMANENT HOUSEHOLD
HAZARDOUS WASTE COLLECTION FACILITY**

WHEREAS, the City of Sacramento operates a permitted Permanent Household Hazardous Waste Collection Facility (PHHWCF) capable of providing disposal of waste generated by Elk Grove residents; and

WHEREAS, the City of Elk Grove does not currently own a facility enabling Elk Grove residents to dispose of household hazardous waste; and

WHEREAS, the City of Sacramento and the City of Elk Grove have had a contractual agreement since March 2008, enabling the City of Elk Grove to dispose of batteries at the City of Sacramento’s household hazardous waste facility located at 8491 Fruitridge Road; and

WHEREAS, the City of Elk Grove implemented a local battery collection program, which generates a large volume of household batteries that are collected on a weekly basis from the City’s fourteen battery drop-off locations within the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby:

- 1) In accordance with Section 3.42.140 of the City’s Municipal Code, finds that it is in the City’s best interest to waive the competitive bidding process; and
- 2) Authorizes the City Manager, or her designee, to execute a three-year agreement with the City of Sacramento under the terms identified in the agreement attached hereto as Exhibit A; and
- 3) Authorizes and empowers the City Manager, or her designee, to negotiate terms and execute in the name of the City of Elk Grove an agreement and payments as requested and amendments hereto for the purposes of providing proper disposal of household batteries, in a form acceptable to the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 23rd day of February 2011.

STEVEN M. DETRICK, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

SUSAN COCHRAN, CITY ATTORNEY

EXHIBIT A

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

THIS AGREEMENT made and entered into the _____ day of _____, 2011 by and between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter "City") and the CITY OF ELK GROVE, a municipal corporation, (hereinafter "Elk Grove").

WHEREAS,

1. The State of California has banned the disposal of household batteries in residential trash effective February 8, 2006.
2. Elk Grove has a number of drop-off locations where residents can dispose of their household batteries that are subsequently collected by Elk Grove.
3. Elk Grove does not operate a permanent household hazardous waste collection facility (hereinafter "PHHWC Facility").
4. City operates a PHHWC Facility and has an existing agreement with Elk Grove allowing Elk Grove residents access to the City PHHWC Facility.
5. Elk Grove desires to transport household batteries that are collected to the City PHHWC Facility, located at 8491 Fruitridge Road, Sacramento, California.

NOW THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, City and Elk Grove agree as follows:

1. **Term.** The term of this agreement is from the date this agreement is executed by all parties until June 30, 2014.
2. **Notice.** Any notice required under this Agreement shall be deemed to have been served when it is deposited in the United States Mail, postage prepaid, and addressed as follows:

To Elk Grove

Cedar Kehoe
Integrated Waste Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

To City

William Skinner
Interim Integrated Waste General Manager
City of Sacramento
Solid Waste Services
2812 Meadowview Road
Sacramento CA 95832

3. **Use of City PHHWC Facility.** The following conditions apply to disposal of household batteries:

- a) "Household batteries" means and includes all batteries of sizes AAA, AA, C, D, button cell, 9 Volt, and all other batteries, both rechargeable and single use, with the exception of automotive batteries.
 - b) Elk Grove will transport the household batteries to the City PHHWC Facility, located at 8491 Fruitridge Road, Sacramento, California, during the operating days and hours determined by City.
 - c) Prior to transporting the batteries to the PHHWC Facility, Elk Grove shall separate all of the batteries by type and tape the ends of the following types of batteries:
 - 6 volt batteries
 - 9 volt batteries
 - Button/coin batteries
 - Lithium batteries
 - d) City will accept all household batteries with the exception of automotive batteries.
4. **City Services to be Provided.** City shall provide the following services:
- a) City shall provide adequate on-site personnel to safely accommodate accepting household batteries from Elk Grove.
 - b) City shall provide for the proper disposal, treatment, recycling, destruction and/or exchange of the household batteries in conformance with all applicable laws and regulations.
5. **Payment.** Elk Grove shall pay the City the following fees for disposal of household batteries:
- Alkaline batteries: \$0.80 per pound
 Rechargeable batteries: \$0.10 per pound
 (examples: Lithium, NiCad, NiMH, Sealed lead acid)
- City shall invoice Elk Grove on a quarterly basis. In no event shall compensation exceed \$30,000 per each year of this Agreement and \$90,000 for the full term of this Agreement without prior written consent of Elk Grove in the manner set forth in section 11 (Amendments). The invoice shall be due and payable within thirty (30) days of the date of invoice. On a quarterly basis, or less frequently as determined by City, the City may increase the fee if necessary to pay for an increase to the City's disposal costs. Any such fee increase shall take effect after the City provides a written notice to Elk Grove that describes the basis for such increase.
6. **Termination.** 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 on the date it is deposited in the United States mail, postage prepaid, and addressed to the respective parties indicated in Section 2.
7. **Indemnification and Liability.** Each party shall assume the responsibility and liability for the acts and omission 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 Elk Grove, 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) for any kind and nature whatsoever imposed in, asserted against, incurred or suffered by Elk Grove 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.

Elk Grove shall assume the responsibility and liability for and Elk Grove 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) for 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 Elk Grove, 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 household batteries to the City PHHWC Facility SHALL NOT under any circumstances be construed to be agents, officers or employees of City for 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 a 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 performance 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 to this Agreement 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 provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. **Entire Agreement.** This instrument constitutes the entire Agreement between the Parties 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. **Authority.** The signers of this Agreement have the authority to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof.

IN WITNESS HEREOF, the Parties 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

Laura S. Gill, City Manager Date

Marty Hanneman, Director of Utilities Date
For: Gus Vina, Interim City Manager

Approved as to Form:

Approved as to Form:

Susan Burns Cochran, City Attorney Date

Sr. Deputy City Attorney Date

Attest:

Attest:

Jason Lindgren, City Clerk Date

Shirley Concolino, City Clerk Date

C-08-199

**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 on the 9th of July, 2008, by and between the CITY OF ELK GROVE, a political subdivision of the State of California, (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 term of this Agreement, 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 Elk Grove 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, 2008 and terminate on June 30, 2011.
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 Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove CA 95758

TO CITY

Edison Hicks
Integrated Waste General Manager
City of Sacramento, Solid Waste Services
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 include:

Acids	Paint thinners	Antifreeze (max. 10 gallons)
Aerosol cans	Paint (max. 10 gallons)	Household Batteries
Automotive batteries	Poisons	Fluorescent Lamps and Tubes
Brake fluid	Pool Chemicals	Sharps
Flammables	Solvents	Wood Preservatives
Gasoline	Transmission Fluids	
Herbicides and Pesticides	Used oil filters	
Household cleansers	Used Motor Oil (max. 15 gallons)	

**AGREEMENT BETWEEN CITY OF ELK GROVE AND
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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.
 - 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 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 templates of brochures or other promotional materials for EG's use 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 car relative to the jurisdiction of waste origin. EG zip codes are defined as follows:

95624	95757	95758	95759
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EG agrees to pay the CITY for vehicles conforming to any other zip codes subsequently identified as EG zip codes.
 - b) EG shall pay the CITY a per vehicle fee for all vehicles with EG zip codes dropping off waste at the facility. Fees are as follows:

**Agreement between City of Elk Grove and City of Sacramento for participation
at Permanent Household Hazardous Waste Collection Facility**

Cost per Car	Estimated Weight/Quantity
\$70	<125 lbs. or 15 gallons
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.)

- c) Additional fees for highly reactive or atypical waste shall be assessed to EG based on direct costs related to disposal and labor. 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 EG 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.
- f) The quarterly invoice will include a list of zip codes, names and addresses from EG residents that have used the facility in order to verify the origin of waste.
- g) In no event shall EG pay more than \$90,000 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 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 part 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.

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.

EG 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 EG for purposes 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.
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.

Agreement between City of Elk Grove and City of Sacramento for participation
at Permanent Household Hazardous Waste Collection Facility

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 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 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.

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

By: Laura S. Gill
Laura S. Gill, City Manager

CITY OF SACRAMENTO
a Municipal Corporation

By: Ray Kerridge
Ray Hanhefman, Assistant City Manager
For: Ray Kerridge, City Manager, July 31, 2008

Approved as to form:
Susan Burns Cochran
Susan Burns Cochran, City Attorney

Approved as to form:
Janeth San Pedro
Sr. Deputy City Attorney

Attest:
By: Susan J. Blackston
Susan J. Blackston, City Clerk

ATTEST:
Dawn Bullwinkel
City Clerk
8-5-08



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

THIS AGREEMENT is made as of the date last set forth below ("Effective Date") by and between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter "City") and the CITY OF ELK GROVE, a municipal corporation, (hereinafter "Elk Grove").

WHEREAS,

1. The State of California has banned the disposal of household batteries in residential trash effective February 8, 2006.
2. Elk Grove has a number of drop-off locations where residents can dispose of their household batteries that are subsequently collected by Elk Grove.
3. Elk Grove does not operate a permanent household hazardous waste collection facility (hereinafter "PHHWC Facility").
4. City operates a PHHWC Facility and has an existing agreement with Elk Grove allowing Elk Grove residents access to the City PHHWC Facility.
5. Elk Grove desires to transport household batteries that are collected to the City PHHWC Facility, located at 8491 Fruitridge Road, Sacramento, California.

NOW THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, City and Elk Grove agree as follows:

1. **Term.** The term of this agreement is three (3) years and shall commence on Effective Date.
2. **Notice.** Any notice required under this Agreement shall be deemed to have been served when it is deposited in the United States Mail, postage prepaid, and addressed as follows:

To Elk Grove

Cedar Kehoe
Integrated Waste Manager
City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

To City

Edison Hicks
Integrated Waste General Manager
City of Sacramento
Solid Waste Services
2812 Meadowview Road
Sacramento CA 95832

3. **Use of City PHHWC Facility.** The following conditions apply to disposal of household batteries:

THIS IS A TRUE COPY
OF AN ORIGINAL DOCUMENT
ON FILE WITH THE
CITY CLERK


S. Mizuno
STEPHANIE MIZUNO
ASSISTANT CITY CLERK

DATE CERTIFIED: 03-24-08

CITY
AGREEMENT NO 2008-0250

CITY
AGREEMENT NO 2008-0250

- a) "Household batteries" means and includes all batteries of sizes AAA, AA, C, D, button cell, 9 Volt, and all other batteries, both rechargeable and single use, with the exception of automotive batteries.
 - b) Elk Grove will transport the household batteries to the City PHHWC Facility, located at 8491 Fruitridge Road, Sacramento, California, during the operating days and hours determined by City.
 - c) Prior to transporting the batteries to the PHHWC Facility, Elk Grove shall separate the batteries by type and tape the ends of lithium and 9-volt batteries.
 - d) City will accept all household batteries with the exception of automotive batteries.
4. **City Services to be Provided.** City shall provide the following services:
- a) City shall provide adequate on-site personnel to safely accommodate accepting household batteries from Elk Grove.
 - b) City shall provide for the proper disposal, treatment, recycling, destruction and/or exchange of the household batteries in conformance with all applicable laws and regulations.
5. **Payment.** Elk Grove shall pay the City the following fees for disposal of household batteries: \$0.22 per pound. City shall invoice Elk Grove on a quarterly basis. The invoice shall be due and payable within thirty (30) days of the date of invoice. On a quarterly basis, or less frequently as determined by City, the City may increase the fee if necessary to pay for an increase to the City's disposal costs. Any such fee increase shall take effect after the City provides a written notice to Elk Grove that describes the basis for such increase.
6. **Termination.** 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 on the date it is deposited in the United States mail, postage prepaid, and addressed to the respective parties indicated in Section 2.
7. **Indemnification and Liability.** Each party shall assume the responsibility and liability for the acts and omission 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 Elk Grove, its agents, officers, and employees from and against any and liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) for any kind and nature whatsoever imposed in, asserted against, incurred or suffered by Elk Grove 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.

Elk Grove shall assume the responsibility and liability for and Elk Grove shall indemnify, defend, and hold harmless City, its agents, officers, and employees from and against any and liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, and disbursements (including legal fees and expenses) for 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 Elk Grove, 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 household batteries to the City PHHWC Facility SHALL NOT under any circumstances be construed to be agents, officers or employees of City for 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.

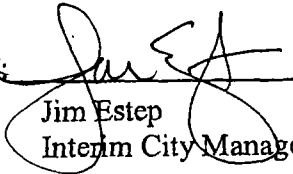
It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any obligations, losses, damages, expenses and liability costs, including attorney's fees, attributable to that party's negligence or fault.

8. **Mutual Waiver of Subrogation.** The parties agree that in the event of a 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 performance 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 to this Agreement 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 provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. **Entire Agreement.** This instrument constitutes the entire Agreement between the Parties 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. **Authority.** The signers of this Agreement have the authority to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof.

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

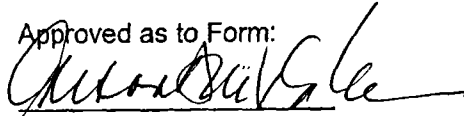
CITY OF ELK GROVE
A Municipal Corporation

BY: 
Jim Estep
Interim City Manager

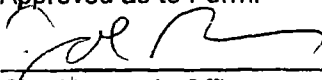
CITY OF SACRAMENTO
A Municipal Corporation

BY: 
Gary A. Reents, Director of Utilities
For: Ray Kerridge, City Manager

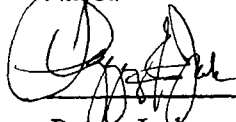
Approved as to Form:


Susan Burns Cochran
City Attorney

Approved as to Form:



City Attorney's Office

Attest:


Peggy Jackson
City Clerk



Attest:


Shirley Lincoln
City Clerk
3-24-08