



Folsom City Council Staff Report

MEETING DATE:	5/26/2026
AGENDA SECTION:	Consent Calendar
ITEM TITLE:	Resolution No. 11617 – A Resolution Authorizing the City Manager to Execute up to Three One-Year Extensions to the Agreement with the County of Sacramento for a Not to Exceed Annual Cost of \$50,000 from the Solid Waste Operating Fund (Fund 540) for Household Hazardous Waste Collection Program Services to Folsom Residents at Sacramento County Owned Facilities
FROM:	Utilities Department

RECOMMENDATION / CITY COUNCIL ACTION

The Utilities Department recommends the City Council pass and adopt Resolution No. 11617 – A Resolution Authorizing the City Manager to Execute up to Three One-Year Extensions to the Agreement with the County of Sacramento for a Not to Exceed Annual Cost of \$50,000 from the Solid Waste Operating Fund (Fund 540) for Household Hazardous Waste Collection Program Services to Folsom Residents at Sacramento County Owned Facilities.

BACKGROUND / ISSUE

The Integrated Waste Management Act of 1989 (AB 939) required each jurisdiction in California to provide a Household Hazardous Waste Element defining programs they would provide to residents for the safe collection, recycling, treatment and disposal of household hazardous waste (HHW). The City of Folsom complies with these regulations through a variety of programs, one of which is making the County of Sacramento (County) HHW facilities available for Folsom residents to use at no cost to the resident. Access to County facilities compliments the city run door-to-door collection and drop-off programs by providing disposal options that are not appointment based and are available on weekends.

The County household hazardous waste collection facilities are located at Kiefer Landfill in Sloughhouse, California, and North Area Recovery Station (NARS) in North Highlands, California. Folsom residents are permitted to use both facilities. Kiefer Landfill is conveniently located just 13 miles from the center of Folsom; however, the NARS facility accepts a wider range of materials, providing an expanded service for those who need it.

The city has been contracting to reimburse the County for HHW accepted from Folsom residents since 2010. The current agreement was approved by Folsom City Council on April 12, 2022, by Resolution No. 10834. The cost structure is based on recovery of actual costs incurred and includes labor, materials, transportation, and disposal. An administrative fee is charged per load and includes the cost of verifying the origin of the material. A per item fee captures costs that are associated with the specific material being delivered. Fees are evaluated and updated annually on July 1.

The initial term of the current agreement with Sacramento County expires on June 30, 2026, however, it includes the option of three (3) extensions of one (1) year each upon mutual agreement of the parties. The County has expressed interest in continuing this partnership beyond the initial term.

POLICY / RULE

Section 2.36.120 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$77,426 or greater shall be awarded by the City Council.

Chapter 5.04, Purchasing and Contracting, of the Folsom City Charter includes in part, a provision for procurement and services and joint contracts with or through other government jurisdictions.

ANALYSIS

The City of Folsom is required to provide access to environmentally responsible options for residents to dispose of Household Hazardous Waste. Maintaining a robust program with a variety of convenient options minimizes liability related to illegally disposed of hazardous waste, including fire, injury, and harm to the environment. The County HHW facilities are an integral part of ensuring residents have adequate resources for safe HHW disposal.

Currently about 400 Folsom residents per year are using a County facility to dispose of household hazardous waste. This represents roughly 8% of the total residential loads per year from the County, door-to-door, and city drop-off programs combined. While only a small portion of the city's total program, the County program compliments the other resources to ensure all residents have a convenient way to dispose of HHW. Considering the County provides these services at cost, the program contribution to the city's regulatory compliance, and the mitigation of potential harm to life, the environment, and property from illegal disposal of hazardous materials, the Utilities Department recommends continuing the partnership with the County by executing available extensions each year that these benefits persist.

In Fiscal Year 2025-26 the Waste and Recycling Division is projected to spend approximately \$19,000 on services associated with this contract. Over the next three years, if the current trends continue, the division estimates spending an average of approximately \$35,000 per year, however, the maximum financial impact permitted within the contract terms is \$50,000. Total costs, up to the maximum, will ultimately depend on the number of residents using this program and the amount of waste dropped off at County facilities.

FINANCIAL IMPACT

If approved, the agreement for Household Hazardous Waste Collection Program Services would authorize up to three one-year extensions with the County of Sacramento in an annual amount not to exceed \$50,000. Funding for the agreement would be provided through the Solid Waste Operating Fund (Fund 540). Sufficient funds are available to support the agreement costs and will be requested annually through the City's operating budget process.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENTS

1. Resolution No. 11617 – A Resolution Authorizing the City Manager to Execute up to Three One-Year Extensions to the Agreement with the County of Sacramento for a Not to Exceed Annual Cost of \$50,000 from the Solid Waste Operating Fund (Fund 540) for Household Hazardous Waste Collection Program Services to Folsom Residents at Sacramento County Owned Facilities
2. Agreement for Household Hazardous Waste Collection Program Services Between the County of Sacramento and the City of Folsom

Submitted,

Marcus Yasutake, Director
UTILITIES DEPARTMENT

Attachment 1

RESOLUTION NO. 11617

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE UP TO THREE ONE-YEAR EXTENSIONS TO THE AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR A NOT TO EXCEED ANNUAL COST OF \$50,000 FROM THE SOLID WASTE OPERATING FUND (FUND 540) FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM SERVICES TO FOLSOM RESIDENTS AT SACRAMENTO COUNTY OWNED FACILITIES

WHEREAS, the City of Folsom is required by California's Integrated Waste Management Act to provide for the safe collection, recycling, treatment, and disposal of hazardous household waste for residents; and

WHEREAS, preventing household hazardous waste from entering the landfill and other disposal facilities protects the health and welfare of the community and the environment; and

WHEREAS, a component of the City of Folsom's household hazardous waste program is to provide access to Sacramento County household hazardous waste drop-off facilities at no cost to residents; and

WHEREAS, the initial term of the current agreement will end on June 30, 2026; and

WHEREAS, the agreement contains three optional one-year extensions upon mutual agreement of both parties; and

WHEREAS, the division has determined that continuing to provide Folsom residents with access to County facilities is beneficial to program success; and

WHEREAS, sufficient funds are available in the Solid Waste Operating Fund (540); and

WHEREAS, the agreement will be in a form acceptable to the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to Execute up to Three One-Year Extensions to the Agreement with the County of Sacramento for a Not to Exceed Annual Cost of \$50,000 from the Solid Waste Operating Fund (Fund 540) for Household Hazardous Waste Collection Program Services to Folsom Residents at Sacramento County Owned Facilities.

PASSED AND ADOPTED this 26th day of May, 2026, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Justin Raithel, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

**COUNTY OF SACRAMENTO
COMMUNITY SERVICES**

**AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION
PROGRAM SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND
THE CITY OF FOLSOM**

THIS AGREEMENT is made and entered into on July 1, 2022, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF FOLSOM, a municipal corporation, hereinafter referred to as "CITY".

RECITALS

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

WHEREAS, COUNTY owns and operates a permitted Antifreeze, Batteries, Oil, and Paint ("ABOP") collection facility located at the COUNTY'S Kiefer Landfill, 12701 Kiefer Boulevard, Sloughhouse, California (hereinafter referred to as "Kiefer ABOPF"); and

WHEREAS, CITY operates an appointment based Household Hazardous Waste (HHW) collection program for CITY residents; and

WHEREAS, CITY wishes to allow CITY residents access to the NARS HHWCF and Kiefer ABOPF as an alternative option to its appointment based HHW collection program; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CITY agree as follows:

1. SCOPE OF SERVICES

CITY's and COUNTY's respective obligations, service commitments, and requirements are described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective as of the date first written above and shall remain in effect until June 30, 2026. COUNTY Director and CITY Director are authorized to amend this Agreement to extend the term for up to three (3) additional one-year terms upon mutual written consent of the parties.

3. NOTICE

Any notice, demand, request, consent, or approval that either party may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage pre-paid, addressed as follows:

TO COUNTY:
County of Sacramento
Department of Waste
Management and Recycling
10863 Gold Center Drive
Rancho Cordova, CA 95670
Attn: Doug Sloan

TO CITY:
City of Folsom
Public Works Department
50 Natoma Street
Folsom, CA 95630
Attn: Marie McKeeth

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPENSATION, INVOICE, AND PAYMENT

- A. Compensation under this Agreement shall be in accordance with Exhibit B and the provisions in this section.
- B. COUNTY shall submit an invoice to the CITY for payment no later than thirty (30) days following the monthly invoice period. Invoices shall be submitted to the email address specified below.
1. COUNTY invoices to CITY shall be sent to:
apinvoices@folsom.ca.us
 2. Invoices shall include the following information:
 - COUNTY Contract Number: 70847
 - CITY Contract Number: 173-21 22-038
 - Division: 3501
 - Project Name: HHW Program Costs
 - Date of invoice submission
 - Remit address
 - Services provided and respective reimbursement requested

- Any other information deemed necessary by the parties.

C. CITY shall submit payment within thirty (30) days of receipt of COUNTY invoice.

5. **COUNTY DIRECTOR**

As used in this Agreement, "COUNTY Director" shall mean the Director of the Department of Waste Management and Recycling or his/her designee. COUNTY Director shall administer this Agreement on behalf of the COUNTY, and has authority to make administrative amendments to this Agreement on behalf of the COUNTY including, but not limited to, scope of services, pricing, management practices, etc. Unless otherwise provided herein or required by applicable law, COUNTY Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of COUNTY or COUNTY Director, the decision of the COUNTY Director in such matters shall be final.

6. **CITY DIRECTOR**

As used in this Agreement, "CITY Director" shall mean the Director of Public Works for CITY or his/her designee. CITY Director shall administer this Agreement on behalf of the CITY and has authority to make administrative amendments to this Agreement on behalf of the CITY. Unless otherwise provided herein or required by applicable law, CITY Director shall be vested with all the rights, powers, and duties of CITY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of CITY or CITY Director, the decision of the CITY Director in such matters shall be final.

7. **COMPLIANCE WITH LAWS**

- A. COUNTY and CITY shall observe and comply with all applicable Federal, State, and local law, regulations and ordinances.
- B. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

8. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and

governed by the laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be filed in state or federal court located in Sacramento County, California.

9. STATUS OF PARTIES

There is no agency relationship between the parties. Neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Notwithstanding anything contained herein, the employees of each party will continue to be entirely and exclusively under the direction, supervision and control of the employing party.

10. INDEMNIFICATION

To the fullest extent permitted by law, each of the parties shall indemnify, defend, and hold harmless each of the other parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively "indemnified parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the parties that the provisions of this indemnity obligation be interpreted to impose on each party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, authorized volunteers and agents, or contractors. It is also the intention of the parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any claims attributable to the fault of that party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and, thereafter, upon tender in writing to the indemnifying party. The indemnifying party shall defend the indemnified party with counsel reasonably acceptable to the indemnified party. Notwithstanding the foregoing, the indemnified party shall be entitled, on its own behalf, and at the expense of the

indemnifying party, to assume control of its defense or the defense of any indemnified party in any legal action, with counsel reasonably selected by it. Should the indemnified party elect to initially assume control of its defense, or the defense of any indemnified party, it does so without prejudice to its right to subsequently request that the indemnifying party thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

11. INSURANCE

COUNTY and CITY finance their liability, property, and workers' compensation risks through a combination of self-insurance and insurance. COUNTY and CITY are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, acclaims, judgments, expenses, fines, or demands of any kind that may arise under the terms of this Agreement.

12. ASSIGNMENT

This Agreement is not assignable by CITY or COUNTY in whole or in part.

13. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY or CITY unless agreed in writing by counsel for COUNTY and COUNTY'S Director, and CITY'S Director and attorney for CITY.

14. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

15. **TIME**

Time is of the essence of this Agreement.

16. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

17. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

18. **TERMINATION**

- A. Except as provided in section B below, either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. Either party may terminate this Agreement immediately upon giving written notice to the other party, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof; 2) if funds in party's yearly proposed and final budget are not appropriated by party for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by party as a result of mid-year budget reductions.
- C. If this Agreement is terminated, the parties shall satisfy any outstanding repayment obligations pursuant to the terms of Exhibit B, incurred up to and including the date of termination.

19. **PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20. **SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such

invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

21. FORCE MAJEURE

Neither CITY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

22. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

23. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

24. COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic

signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

County Contract No. 70847
City Contract No. 173-21 22-038

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

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

DocuSigned by:
By: Doug Sloan
9EA77A856F2B48C...
Doug Sloan, Director
Department of Waste Management
and Recycling

CITY OF FOLSOM, a municipal
corporation

DocuSigned by:
By: Elaine Andersen
7A5886265BA495...
Elaine Andersen, City Manager

"COUNTY"

Date: 6/14/2022

"CITY"

Date: 6/13/2022

Agreement approved by the
Board of Supervisors:

Agenda Date: June 7, 2022

Item Number: 18

Resolution Number: TBD

Contract Reviewed and Approved by
County Counsel:

DocuSigned by:
By: Katrina G. Nelson
DC61DB3A9CB248C...
Katrina G. Nelson,
Deputy County Counsel

Date: 6/14/2022

ATTEST:

DocuSigned by:
Christa Freemantle 6/13/2022
FA7873ECB2D7489...
Christa Freemantle, City Clerk Date

FUNDING AVAILABLE:

DocuSigned by:
Stacey Tamagni 6/13/2022
044B974EC7C34A8...
Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

DocuSigned by:
Mark Rackovan 6/14/2022
31B3F41DD45C45A...
Mark Rackovan, Public Works Director Date

ORIGINAL APPROVED AS TO FORM:

DocuSigned by:
Steven Wang 6/14/2022
4BA4F265329E45B...
Steven Wang, City Attorney Date

DocuSigned by:
Prepared by: Kelli Sequest
8A0DAB8628E9403...
Kelli Sequest, Waste Management Program Manager
Department of Waste Management & Recycling
Phone: (916) 876-5393



EXHIBIT A to Agreement
SCOPE OF SERVICES

1. DEFINITIONS

- A. "Conditionally Exempt Small Quantity Generator" (hereinafter referred to as "CESQG") means a business concern which meets the criteria specified in Section 261.5 of Title 40 of the Code of Federal Regulations.
- B. "Hazardous Waste" means any waste which meets the definitions set forth in section 66261.3 of Title 22 of the California Code of Regulations and is required to be managed.
- C. "Household Hazardous Waste" (hereinafter referred to as "HHW") means any hazardous waste generated incidental to owning or maintaining a place of residence, but does not include any waste generated in the course of operating a business concern at a residence. (California Health and Safety Code §25218(1)e).
- D. "Residential Generator" means a resident of the CITY seeking to dispose of HHW.

2. CITY RESPONSIBILITIES

- A. CITY may direct CITY residents to self-haul HHW to NARS PHHWCF or to Kiefer ABOPF, and CESQGs in the CITY to self-haul Hazardous Waste to NARS PHHWCF. Any public education or promotional efforts developed by CITY shall indicate the specific days and hours of operation of the NARS PHHWCF and Kiefer ABOPF.
- B. CITY acknowledges that the NARS PHHWCF does not accept all types and quantities of residential HHW and CESQG Hazardous Waste. Prohibited materials include, but are not limited to: radioactive materials, railroad ties or treated wood, explosives (flares are acceptable), and medical waste (home generated needles or syringes are acceptable). Quantity limits per trip are currently as follows but are subject to change at the will of COUNTY with written notice to the CITY: Quantity limits for residential HHW are 15 gallons (liquid) or 125 pounds (solid) per vehicle trip. Quantity limits for CESQG Hazardous Waste are 27

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gallons (liquid) or 220 pounds (solid) per vehicle trip. No containers larger than 5 gallons are accepted. Further, CITY acknowledges that COUNTY will only accept antifreeze, auto and household batteries, motor and cooking oil, motor oil filters, latex and oil based paint, and universal waste at the Kiefer ABOPF. Quantity limits as described herein apply to those materials acceptable at the Kiefer ABOPF.

- C. In the event COUNTY constructs, owns, and operates a permanent household hazardous waste collection facility at Kiefer during the term of this agreement, then all acceptable materials and limits thereto as reflected in section 2.B. above for the NARS PHHWCF shall apply.

3. **COUNTY RESPONSIBILITIES**

- A. Subject to the limitations provided in Section 2.B. above, COUNTY shall accept self-hauled HHW from CITY residents at no charge to the resident and Hazardous Waste from CESQGs located in the CITY at NARS PHHWCF and at Kiefer ABOPF during the regular days and hours of operation. The days and hours of operation of the NARS PHHWCF and Kiefer ABOPF are subject to change at the will of COUNTY with written notice to CITY:
1. Residential Generators: HHW will be accepted at the NARS PHHWCF, and antifreeze, batteries, motor and cooking oil, motor oil filters, latex and oil based paint, and universal waste will be accepted at the Kiefer ABOPF with no appointment required.
 2. CESQGs: CESQGs must call the COUNTY to make an appointment to self-haul Hazardous Waste to NARS PHHWCF. No material will be accepted from a CESQG without an appointment. COUNTY shall charge any CESQG from the CITY for use of the NARS PHHWCF the same amount for the same materials and quantities as COUNTY charges CESQGs from the unincorporated areas of the COUNTY. Payment will be required prior to CESQG gaining access to the NARS PHHWCF.

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EXHIBIT B to Agreement
COMPENSATION

- A. CITY shall pay COUNTY for the use of COUNTY's facilities by CITY Residential Generators as provided in this section.
- B. COUNTY shall maintain a record of the jurisdiction of waste origin, including but not limited to, zip code and address, of each self-hauled HHW vehicle load received at their facilities. All addresses shall be verified through GIS applications to determine whether a certain address for a self-hauled HHW vehicle load is physically located within the CITY.
- C. CITY payment to COUNTY will be determined using the COUNTY's Hazardous Waste data collection application (SacHazTracker). COUNTY will provide CITY with the monthly excel spreadsheet generated from SacHazTracker to support its calculation.

Payment shall occur for each CITY self-hauled HHW vehicle load received at COUNTY's facilities each month.

- 1. Each self-hauled HHW vehicle load will include an HHW Admin Fee and Per Item Fees. The Per Item Fees are based on the type and quantity of material delivered in each self-hauled HHW vehicle load.
 - 2. The HHW Admin Fee and Per Item Fees, shown in Exhibit B-1 attached hereto and incorporated herein, for the COUNTY shall be established each year and shall take effect July 1. The HHW Admin Fee and Per Item Fees shall be based on the cost of service principle. Fees will be calculated using actual costs incurred, including but not limited to labor, materials, transportation, and disposal. In addition, fees may be adjusted as necessary to address changes in regulation and/or when new material types are identified.
 - 3. CITY payment amount to COUNTY will be calculated each month using CITY specific self-hauled HHW vehicle load count data and pricing consistent with Exhibit B-1.
- D. The maximum reimbursement amount to be paid by CITY to COUNTY under this Agreement shall not exceed \$50,000.00 on an annual basis.

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to facilitate double-sided printing
and minimize paper use.*



CITY OF
FOLSOM
DISTINCTIVE BY NATURE