



**CONSENT CALENDAR**

**Agenda Item # 7**

**AGENDA REPORT SUMMARY**

**Meeting Date:** May 23, 2017

**Subject:** Agreement for Countywide Household Hazardous Waste Collection

**Prepared by:** Christopher Lamm, Engineering Service Manager

**Reviewed by:** Susanna Chan, Public Works Director

**Approved by:** Chris Jordan, City Manager

**Attachment:**

1. Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program

**Initiated by:**

Staff

**Fiscal Impact:**

The amount of \$83,196.77 will be included in the proposed FY 2017/18 Solid Waste Budget.

**Environmental Review:**

Not applicable

**Policy Question(s) for Council Consideration:**

- None

**Summary:**

- On April 14, 2015, the City Council approved agreements for the City's participation with Santa Clara County for Household Hazardous Waste (HHW) Program management, which must be amended annually.
- HHW is an important, part of solid waste diversion and it is illegal to dispose of hazardous waste in sanitary landfills, therefore the program provides residents a safe method to dispose of items that require special handling.

**Staff Recommendation:**

Authorize the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program with the County of Santa Clara on behalf of the City



**Subject:** Agreement for Countywide Household Hazardous Waste Collection

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### **Purpose**

Authorize the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program with the County of Santa Clara on behalf of the City

### **Background**

On April 14, 2015, the City Council approved agreements for the City's participation with Santa Clara County for Household Hazardous Waste (HHW) Program management. The City has participated in the program since 2000. The Countywide HHW Collection program enables residents to conveniently dispose of small quantities of hazardous waste at any of the collection facilities in the County, and at a well-publicized annual event in the City. Hazardous wastes that are not allowed to be placed in household garbage containers include, but are not limited to, cleaning products, mercury thermostats, pesticides, flammable liquids, corrosives, solvents, car batteries, used motor oil, antifreeze, paint, fluorescent lights, electronic waste and other items.

AB939 mandates a 50% diversion goal for municipalities and provides authority for agencies to collect funds for planning and implementation of integrated waste management programs. The diversion goal is applied to the total quantity of waste generated in the City and directs activities that will divert the waste stream from landfills. The HHW is a minor, but important, part of this diversion effort. It is also illegal to dispose of hazardous waste in sanitary landfills, therefore the program provides residents a safe method to dispose of items that require special handling.

The agreement with the County for HHW Program and AB939 implementation provides for collection of fees on waste disposed or treated at County landfills. The agreement provides for the City to receive \$1.50 per ton of landfilled waste that the City then uses to partially fund integrated waste management programs. A fee of \$2.60 per ton is collected for County-wide HHW programs. The HHW Program agreement defines the County, for the specific services it provides to municipalities, as the program manager.

### **Discussion/Analysis**

While the City and County entered into a three-year agreement to provide HHW collection services, the agreement must be amended annually with a new operating schedule and a new augmentation amount for service levels above what is funded through AB939 Implementation Fees. The AB939 fees will continue to support a four percent level of participation by Los Altos residents in the County HHW Program. Funding augmentation for the HHW Program for FY 2016/17 is needed in the amount of \$83,196.77 based on anticipated participation from City residents. It is important to note when reviewing the attached amendment that the County uses the term "FY 2018" to describe the fiscal year from July 1, 2017 to June 30, 2018.



**Subject:** Agreement for Countywide Household Hazardous Waste Collection

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### **Options**

- 1) Authorize the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program with the County of Santa Clara on behalf of the City

**Advantages:**

**Disadvantages:** None

- 2) The City could choose to not participate in the County's administration of AB939 Fees, which would require an alternative method be developed to recover the City's costs of administering source reduction and recycling, and to collect and dispose of HHW.

**Advantages:** None

**Disadvantages:** Due to the comparatively small size of Los Altos, economies of scale gained by central administration of these programs county wide would be lost if this alternative was pursued.

### **Recommendation**

The staff recommends Option 1.

**SECOND AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE  
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the \_\_\_\_\_ of \_\_\_\_\_ (CITY) and the County of Santa Clara (COUNTY) previously entered into on July 1, 2015, as amended on \_\_\_\_\_ is hereby amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 18. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

**18. ADDITIONAL SERVICES UNDER THIS AGREEMENT**

CITY may elect to augment funding provided for in this Agreement with CITY funds. COUNTY will provide additional services to CITY upon written agreement between the CITY's authorized representative and the Director of Consumer and Environmental Protection Agency. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to pay up to an additional \$ \_\_\_\_\_ to the Countywide HHW Program during Fiscal Year 2017-2018 to attain or increase resident participation above the 4% service level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. COUNTY will calculate the augmentation at the Variable Cost Per Car rate. COUNTY will charge CITY for other services on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to pay for the above agreed additional augmentation amount.

At the end of each fiscal year, COUNTY will prepare and issue a final annual cost statement by November 30th. The annual cost statement account for costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If CITY owes any balance to COUNTY, CITY shall pay it within 30 days of receipt of the annual cost statement. If COUNTY owes CITY any credit, COUNTY will refund that amount to CITY within 30 days of delivery of the annual cost statement.

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2. Section 4. ABANDONED WASTE DISPOSAL COST UNDER THIS AGREEMENT is amended in full to read:

Abandoned Waste Disposal Costs for Fiscal Year 2017-2018 will be \$0.05 per household for all households in the cities and towns of Santa Clara County and in the unincorporated area of the County. The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations defined in PUBLIC RESOURCES CODE SECTION 41904. Estimated Waste Disposal Cost is projected in Attachment A, attached hereto and incorporated herein.

For the purposes of this agreement, PUBLIC RESOURCES CODE SECTION 41904 defines a nonprofit charitable reuse organization as follows: "Nonprofit charitable reuser" means a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

3. A new Section 37, "Additional Program Outreach through the City of San Jose's Sports Campaign," is added to read:

The Countywide Household Hazardous Waste (CoHHW) Program will collaborate with the City of San Jose and the Technical Advisory Committee's Household Hazardous Waste (TAC's HHW) Subcommittee to develop and purchase ads using a sports theme. CoHHW Program's additional program outreach responsibilities shall include, but not be limited to, the following activities:

- Allocating \$150,000 for FY 2017-2018 to fund additional program outreach. The estimated cost for each jurisdiction is allocated based on households and is projected in Attachment A, attached hereto and incorporated herein;
- Collaborating with the TAC's HHW Subcommittee in the development of the ads;
- Collaborating with the TAC's HHW Subcommittee in the selection of tactics;
- Collaborating with the City of San Jose to purchase ads.

4. A new Section 38, "Contract Execution," is added to read:

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed

contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

5. Attachment A to the AGREEMENT is replaced in full by Attachment A “Projected Fiscal Year 2017/2018 AB939 HHW Fee Funding Allocation by Jurisdiction” attached hereto and incorporated herein by this reference.
6. Attachment C to the AGREEMENT is replaced in full by Attachment C “HHW Schedule For Collection Events for Fiscal Year 2017/2018” attached hereto and incorporated herein by this reference.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this Second Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

\_\_\_\_\_ OF \_\_\_\_\_

Signature:

Signature:

\_\_\_\_\_  
Amy L. Brown  
Director of Consumer and  
Environmental Protection Agency

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

**APPROVED BY THE OFFICE  
OF THE COUNTY EXECUTIVE**

\_\_\_\_\_  
Javier Serrano  
Deputy County Counsel

\_\_\_\_\_  
Sylvia Gallegos  
Deputy County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachement A: Projected Fiscal Year 2017-2018 HHW Fee Funding Allocation by Jurisdiction

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee \$2.60 per Ton	Fixed Cost \$2.47 per HH	SJ Facility \$7.61 Surcharge	Variable Cost \$68 per Car	Abandoned Waste Disposal Cost \$.05 per Household	Additional Program Outreach \$150K	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility	FY 2016 Participation @ SJ Facility
Campbell	17,793	711.72	35,773.63	\$ 93,011.44	\$ 43,948.71	\$ 6,272.75	\$ 48,396.96	\$ 889.65	\$ 4,311.70	\$ (9,918.68)	\$ 21,660.92	884	825	750
Cupertino	21,052	842.08	41,783.34	\$ 108,636.68	\$ 51,998.44	\$ 380.17	\$ 4,080.00	\$ 1,052.60	\$ 5,101.44	\$ 47,076.64		60	50	45
Gilroy	15,935	637.40	44,317.60	\$ 115,225.76	\$ 39,359.45	\$ 1,614.19	\$ 43,343.20	\$ 796.75	\$ 3,861.46	\$ 27,047.46	\$ 1,761.20	663	212	193
Los Altos	11,606	464.24	15,984.11	\$ 41,558.69	\$ 28,666.82	\$ 5,386.20	\$ 31,568.32	\$ 580.30	\$ 2,812.43	\$ (26,875.09)	\$ 83,196.77	1,293	708	644
Los Altos Hills	3,093	123.72	3,074.98	\$ 7,994.95	\$ 7,639.71	\$ 1,363.28	\$ 8,412.96	\$ 154.65	\$ 749.51	\$ (10,170.51)	\$ 23,673.95	322	179	163
Los Gatos	13,251	530.04	24,877.98	\$ 64,682.75	\$ 32,729.97	\$ 7,518.94	\$ 36,042.72	\$ 662.55	\$ 3,211.06	\$ (14,819.94)	\$ 49,612.82	1,042	989	899
Milpitas	21,450	858.00	74,407.22	\$ 193,458.77	\$ 52,981.50	\$ 3,763.65	\$ 58,344.00	\$ 1,072.50	\$ 5,197.88	\$ 73,171.74	\$ 3,740.00	913	495	450
Monte Sereno	1,305	52.20	1,339.42	\$ 3,482.49	\$ 3,223.35	\$ 978.55	\$ 3,549.60	\$ 65.25	\$ 316.23	\$ (4,585.24)	\$ 10,385.64	138	129	117
Morgan Hill	14,214	568.56	48,523.90	\$ 126,162.14	\$ 35,108.58	\$ 2,718.19	\$ 38,662.08	\$ 710.70	\$ 3,444.42	\$ 46,228.87	\$ 34,941.12	1,082	358	325
Mountain View	35,239	1,409.56	54,094.21	\$ 140,644.95	\$ 87,040.33	\$ 5,561.84	\$ 95,850.08	\$ 1,761.95	\$ 8,539.31	\$ (56,346.61)	\$ 31,631.33	1,046	732	665
Palo Alto	28,919	0.00	47,577.24	\$ 123,700.82		\$ -		\$ 1,445.95		\$ 123,700.82		0		0
San Jose	329,824	13,192.96	727,157.28	\$ 1,890,608.93	\$ 814,665.28	\$ 112,432.79	\$ 897,121.28	\$ 16,491.20	\$ 79,924.78	\$ (13,535.20)	\$ 153,590.72	15,253	14,787	13,443
Santa Clara	46,458	1,858.32	164,226.91	\$ 426,989.97	\$ 114,751.26	\$ 9,910.95	\$ 126,365.76	\$ 2,322.90	\$ 11,257.96	\$ 164,704.04	\$ 66,094.64	2,830	1,304	1,185
Saratoga	11,213	448.52	18,565.31	\$ 48,269.81	\$ 27,696.11	\$ 4,984.75	\$ 30,499.36	\$ 560.65	\$ 2,717.20	\$ (17,627.61)	\$ 37,618.25	743	656	596
Sunnyvale	58,031	2,321.24	100,590.35	\$ 261,534.91	\$ 143,336.57	\$ 7,652.76	\$ 157,844.32	\$ 2,901.55	\$ 14,062.39	\$ (61,361.13)	\$ 43,018.81	2,052	1,007	915
Unincorporated	18,538	741.52	33,962.13	\$ 88,301.54	\$ 45,788.86	\$ 2,852.01	\$ 50,423.36	\$ 926.90	\$ 4,492.23	\$ (15,254.92)	\$ 9,337.56	655	375	341
<b>Total</b>	<b>647,921</b>	<b>24,760.08</b>	<b>1,436,255.61</b>	<b>\$ 3,734,264.59</b>	<b>\$ 1,528,934.94</b>	<b>\$ 173,391.00</b>	<b>\$ 1,630,504.00</b>	<b>\$ 32,396.05</b>	<b>\$ 150,000.00</b>	<b>\$ 251,434.65</b>	<b>\$ 570,263.73</b>	<b>28,975</b>	<b>22,805</b>	<b>20,731</b>

Notes: No of HH based on 1/1/16 estimates; Disposal tonnage is based on FY2015-2016 actual.

**ATTACHMENT C: HHW SCHEDULE FOR COLLECTION EVENTS FISCAL YEAR 2017/2018**

2017/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Saturday	1	No Event	No Event	FOURTH OF JULY
	Fri,Sat	7,8	San Martin	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Saturday	15	Sunnyvale	Temporary	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
August	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
	Fri,Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Saturday	12	Mountain View	Temporary	
	Thurs,Fri,Sat	17,18,19	San Jose	Permanent	
September	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
	Saturday	2	No Event	No Event	LABOR DAY WEEKEND
	Fri,Sat	8,9	San Martin	Permanent	
	Thurs,Fri,Sat	7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Thurs,Fri,Sat	21,22,23	San Jose	Permanent	
October	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
	Saturday	30	Santa Clara	Temporary	
	Fri,Sat	6,7	San Martin	Permanent	
	Saturday	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Thurs,Fri,Sat	19,20,21	San Jose	Permanent	
November	Saturday	21	Sunnyvale	Temporary	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
	Fri,Sat	3,4	San Martin	Permanent	
	Thurs,Fri,Sat	2,3,4	San Jose	Permanent	
	Thursday	9	San Jose	Permanent	
	Fri,Sat	10,11	No Event	No Event	VETERANS DAY
December	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Saturday	23,24,25	No Event	No Event	THANKSGIVING
	Fri,Sat	1,2	San Martin	Permanent	
	Thurs,Fri,Sat	30,1,2	San Jose	Permanent	
	Thurs,Fri,Sat	7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
2018/Jan	Thurs,Fri,Sat	21,22,23	No Event	No Event	CHRISTMAS
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	
	Fri,Sat	5,6	San Martin	Permanent	
	Thurs,Fri,Sat	4,5,6	San Jose	Permanent	
	Thurs,Fri,Sat	11,12,13	San Jose	San Jose	
	Thurs,Fri,Sat	18,19,20	San Jose	San Jose	
	Saturday	20	Sunnyvale	Temporary	
	Thurs,Fri,Sat	25,26,27	San Jose	Permanent	



ATTACHMENT C: HHW SCHEDULE FOR COLLECTION EVENTS FISCAL YEAR 2017/2018 (Continued)

2018/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
February	Fri,Sat	2,3	San Martin	Permanent	
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
March	Fri,Sat	2,3	San Martin	Permanent	
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri,Sat	22,23,24	San Jose	Permanent	
	Thurs	29	San Jose	Permanent	
	Fri,Sat	30,31	No Event	No Event	CAESAR CHAVEZ
April	Fri,Sat	6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Saturday	21	Sunnyvale	Temporary	
	Saturday	21	Los Altos	Temporary	
	Thurs,Fri,Sat	19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
	Saturday	28	Santa Clara	Temporary	
May	Fri,Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri,Sat	10,11,12	San Jose	Permanent	
	Thurs,Fri,Sat	17,18,19	San Jose	Permanent	
	Thurs,Fri	24,25	San Jose	Permanent	
	Saturday	26	No Event	No Event	MEMORIAL DAY WEEKEND
June	Fri,Sat	1,2	San Martin	Permanent	
	Thurs,Fri,Sat	31,1,2	San Jose	Permanent	
	Thurs,Fri,Sat	7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Thurs,Fri,Sat	21,22,23	San Jose	Permanent	
	Saturday	23	Milpitas	Temporary	
	Thurs,Fri,Sat	28,29,30	San Jose	Permanent	

\*SUBJECT TO CHANGE

3/30/2017