

Table of Contents for TAC Agenda for February 12, 2015

Table of Contents	Page 1
Agenda	Pages 2-3
IC Budget Recommendation	Pages 4-8
AB939 Reauthorization Recommendation	Pages 9-109
TAC Prioritization List	Pages 110-111
DRS Update	Pages 112-115
Green Business Report	Page 116
Mid-Year Report	Pages 117-128
Operations SWPF and AB939Recommendation	Pages 129-135
CDR Report	Pages 136-140

County of Santa Clara

Recycling and Waste Reduction Commission of Santa Clara County
Recycling and Waste Reduction Division

1555 Berger Drive, Building #2, Suite 300
San Jose, California 95112
(408) 282-3180 FAX (408) 280-6479
www.ReduceWaste.org



TECHNICAL ADVISORY COMMITTEE

MEETING AGENDA

DATE: Thursday, February 12, 2015
TIME: 1:30 p.m. – 3:30 p.m.
LOCATION: 1580 Berger Drive
San Jose, CA 95112

COMMUTE ALTERNATIVES: The Board of Supervisors encourages the use of commute alternatives including bicycles, carpooling, and hybrid vehicles.

Public transit access is available to and from the Berger Drive Facility, Berger Drive, San Jose, California by VTA bus lines 66. For trip planning information, contact the VTA Customer Service Department at 408-321-2300 Monday through Friday between the hours of 6:00 a.m. to 7:00 p.m., and on Saturday from 7:30 a.m. to 4:00 p.m. Schedule information is also available on the web at www.vta.org.

Bicycle parking racks are available in the front of Buildings 1 and 2.

(Denotes item on which action may be taken)**

1. Call to Order and Introductions

2. Approval of Draft Minutes Meeting of December 18, 2014 **

3. Public Presentations

(This item is reserved for persons desiring to address the committee on any matter not on this agenda.) For members of the public who wish to address the committee on any item not listed on the agenda this would be the appropriate time. The Chair will call individuals in turn. Speakers are limited to three (3) minutes. The committee is not permitted action or extended discussion of any item not on the agenda except under special circumstances. If committee action is requested, the committee may place the matter on a future agenda. All statements that require a response will be referred to staff for reply in writing.

4. Election of Eco-Gardener Subcommittee Chair** – Anna Szabo (5 min)

5. IC Budget Recommendation** – Anna Szabo (10 min)

6. AB939 Reauthorization Recommendation – Alex Wykoff (5 min)

7. TAC Prioritization** - Karen Gissibl (10 min)

8. IC Update ** – Anna Szabo (10 min)

9. RWRC Update** – RWRD Staff (10 min)

Commissioners: James R. Griffith, Chair; Michael F. Kotowski, Linda J. LeZotte, Margie Matthews, Teresa O'Neill, Jan Pepper, Greg Scharff, Rod Sinks, Cat Tucker, Mike Wasserman

10. Division Manager's Report/Updates on Countywide Programs – RWRD Staff ** (10 min)

- A. Disposal Reporting System - Update**
- B. Green Business – Report**
- C. Home Composting – No Report**
- D. Other**

11. Subcommittee Reports and Updates (20 min)**

- A. Eco-Gardener**
- B. Enforcement – Stan Chau**
- C. Household Hazardous Waste – Alex Wykoff**
 - Mid-Year Report
- D. Legislation – Mark Bowers**
- E. Operations – Cynthia Palacio**
 - Operations SWPF and AB939 Recommendations
- F. Public Education – Sandra Jensen**
- G. Source Reduction/Recycling (brainstorming prioritization) – Karen Gissibl**
- H. Ad Hoc Food Rescue – Matthew Krupp/Karen Gissibl**
- I. Ad Hoc Sustainable Funding – Tony Eulo**
- J. Ad Hoc Zero Waste – Heidi Melander**

12. Program Update (5 min)**

Recycling Hotline –Report

13. Items for Future Agenda/Guest Speakers (5 min)

Questions for San Jose wet/dry system at the March TAC Meeting

14. Informational Updates and Announcements (15 min)

15. Adjournment**

Note: Next Meeting Date is March 12, 2015

(The following is a 'Parking Lot' list of items to be brought back to TAC at a later date)

List of Future Agenda Items to be discussed:

- Large Venue Diversion [pre-TAC] (Tony Eulo)
- CalRecycle 75% diversion (Matthew Krupp)
- Social media consultant (Karen Gissibl)
- Joint meeting with ZLI [later in 2014]
- Rethink Disposables (Miriam Gordon)
- Smoking ban (Matthew Krupp)
- Literati on Instagram (Julie Muir)
- TraX (Julie Muir)
- Evaluate long term disposal and processing capacities and opportunities for regional cooperation (TAC Chair)
- Recycling brokers (Julie Muir)
- PubEd [Feb-March]

FY 2016 Recycling and Waste Reduction Division Draft Work Plan and Budget						FY 2016/17 & FY 2017/18 Projections		
	Task	Employee	Title	FTE Work %	FY 2015/16 Fund Transfer	FY 2016/17 Fund Transfer	FY 2017/18 Fund Transfer	
Administrator	Support RWRC,	Rob D'Arcy	Division Manager	35%	\$69,052	\$71,123	\$73,257	
	TAC, Adhoc Comm.,	Lisa Rose	Sr. Management Analyst	35%	\$54,014	\$55,634	\$57,303	
	TAC Subcommittees,	Clifton Chew	Management Analyst	50%	\$74,413	\$76,645	\$78,945	
	NDFE,	Vacant	Associate Management Analyst	5%	\$5,522	\$5,688	\$5,858	
	State Reporting	Gilbert Vasquez	Office Specialist III	10%	\$9,973	\$10,273	\$10,581	
	IC Reporting	Vacant	Management Analyst	50%	\$74,413	\$76,645	\$78,945	
	TAC Reporting	Vacant	Associate Management Analyst	20%	\$24,232	\$24,959	\$25,708	
						\$311,618	\$320,967	\$330,596
	Green Business	Lisa Rose	Sr. Management Analyst	20%	\$30,865	\$31,791	\$32,745	
		Vacant	Associate Management Analyst	90%	\$99,394	\$102,376	\$105,447	
		Gilbert Vasquez	Office Specialist III	5%	\$4,987	\$5,136	\$5,290	
		Vacant	Associate Management Analyst	20%	\$24,232	\$24,959	\$25,708	
						\$159,478	\$164,262	\$169,190
	Disposal Reporting	Clifton Chew	Management Analyst	35%	\$52,089	\$53,652	\$55,261	
						\$523,185	\$538,880	\$555,047
Contracting Agent	Contract Management,	Rob D'Arcy	Division Manager	5%	\$9,865	\$10,160	\$10,465	
	Requests for Proposals,	Lisa Rose	Sr. Management Analyst	30%	\$46,298	\$47,687	\$49,117	
	SCVWD, CDR, Eco-Gardener, HCEP, Auditing, On-line Reporting, Food Waste Prevention	Vacant	Associate Management Analyst	10%	\$12,116	\$12,479	\$12,854	
					\$68,278	\$70,326	\$72,436	
Fiscal Agent	Accounting	Rob D'Arcy	Division Manager	5%	\$9,865	\$10,160	\$10,465	
		Staff	Accounting Dept	40%	\$47,472	\$48,896	\$50,363	
TOTAL LABOR COST					\$648,799	\$668,263	\$688,311	

FY 2015/16 Workplan

Detailed Description of Activities	
Administrator	
Disposal Reporting	State reporting includes tracking tonnage, receiving \$ from haulers, disbursing payments back to cities; Administration includes coordinating TAC and RWRC meetings, preparing agendas and packets, recording minutes, following Brown Act protocols, and administering contracts, etc.
Implementation Committee Support	Schedule and prepare agendas and packets, recording and transcribing minutes, book meeting location, following Brown Act protocols
Technical Advisory Committee Support	Schedule and prepare agendas and packets, recording and transcribing minutes, book meeting location, following Brown Act protocols
Recycling and Waste Reduction Commission	Schedule and prepare agendas and packets, recording and transcribing minutes, book meeting location, following Brown Act protocols
Subcommittees	Schedule and prepare agendas and packets, recording and transcribing minutes, book meeting location, following Brown Act protocols
Adhoc Committees	Schedule and prepare agendas and packets, recording and transcribing minutes, book meeting location, following Brown Act protocols
Green Business Program (GBP)	GBP recruits and certifies businesses that operate in enviro friendly manner. Candidate businesses are in compliance with all enviro regulations and go beyond in areas of waste reduction/recycling, water and energy conservation, pollution prevention, stormwater protection. Certification lasts 3 years.
Waste Diversion Projects	County staff will coordinate or contract for waste diversion projects authorized by TAC
Other reports and evaluations	Biannual reporting to the TAC in compliance with the MOA and develop annual budget and work plan
Contracting Agent	Prepsare Requests for Proposals and manage contracts, Auditing, On-line Reporting
Home Composting Program (HCEP)	HCEP teaches residents how to compost at home and offers free workshops. A Master Composter class is offered annually; graduates give back 50 volunteer hours at community events, fairs and schools.
Santa Clara Valley Water District	Manage Green Business reporting and progress
Center for the Development of Recycling	Manage CDR fulfilment of responsibilities described in the contract Scope of Services
Eco-Gardener	Support website management
On-line Reporting	Develop RFP and scope of work for automated on-line database
BayRoc Campaign Funding	Support food waste prevention media campaign
Food Waste Prevention Outreach	Support food waste prevention public outreach campaign
Food Rescue Implementation	Implement food rescue services
Zero Waste Youth	Support Santa Clara County Youth participation at event
GreenLight Film Festival	Provide one-time funding
Fiscal Agent	provide full accounting services with quarterly and annual reporting and self-evaluation

FY 2015/16 Draft Expenditures		FY 2016/17 Draft Expenditures		FY 2017/18 Draft Expenditures	
Object 2		Object 2		Object 2	
5205300 Landline Telephones	\$750	5205300 Landline Telephones	\$750	5205300 Landline Telephones	\$750
5220200 Insurance	\$3,000	5220200 Insurance	\$3,500	5220200 Insurance	\$3,800
5250100 Office Expenses	\$2,500	5250100 Office Expenses	\$2,500	5250100 Office Expenses	\$2,500
5250200 Postage External	\$1,500	5250200 Postage External	\$1,500	5250200 Postage External	\$1,500
5250250 Postage Internal	\$1,500	5250250 Postage Internal	\$1,500	5250250 Postage Internal	\$1,500
5250750 Printing Internal	\$4,500	5250750 Printing Internal	\$4,500	5250750 Printing Internal	\$4,500
5255100 Prof & Spcialzed Svc		5255100 Prof & Spcialzed Svc		5255100 Prof & Spcialzed Svc	
Ecology Action	\$7,500	Ecology Action	\$7,500	Ecology Action	\$7,500
Eco-Gardeners	\$5,000	Eco-Gardeners	\$5,000	Eco-Gardeners	\$5,000
5255150 Advertising (GB)	\$7,800	5255150 Advertising (GB)	\$7,800	5255150 Advertising (GB)	\$7,800
5255500 Contract Services		5255500 Contract Services		5255500 Contract Services	
Auditor	\$12,500			Auditor	\$12,500
Home Composting	\$150,000	Home Composting	\$150,000	Home Composting	\$150,000
On-line Reporting	\$20,000				
CDR	\$65,000	CDR	\$65,000	CDR	\$65,000
BayROC Campaign Funding	\$15,000				
Food Waste Prevention Outreach	\$15,000				
Food Rescue Implementation	\$50,000				
Eco Gardner Website & Outreach	\$5,000				
Zero Waste Youth	\$3,000				
GreenLight Film Festival	\$2,500				
5255850 County Counsel	\$10,000	5255850 County Counsel	\$10,000	5255850 County Counsel	\$10,000
5258200 AEM Overhead	\$129,760	5258200 AEM Overhead	\$133,653	5258200 AEM Overhead	\$137,662
5275100 Small Tool & Instruments	\$10,000	5275100 Small Tool & Instruments	\$10,000	5275100 Small Tool & Instruments	\$10,000
5281600 70 W Hedding Overhead	\$30,000	5281600 70 W Hedding Overhead	\$31,500	5281600 70 W Hedding Overhead	\$33,075
5285110 Fleets & Fuel Costs	\$200	5285110 Fleets & Fuel Costs	\$250	5285110 Fleets & Fuel Costs	\$300
5285200 Auto Services and Costs	\$6,500	5285200 Auto Services and Costs	\$7,000	5285200 Auto Services and Costs	\$7,500
5285300 Mileage Reimbursement	\$200	5285300 Mileage Reimbursement	\$200	5285300 Mileage Reimbursement	\$200
5251000 Workshops & Conferences	\$6,800	5251000 Workshops & Conferences	\$6,800	5251000 Workshops & Conferences	\$6,800
5285800 Business Travel	\$250	5285800 Business Travel	\$250	5285800 Business Travel	\$250
<i>Object 2 Total</i>	\$565,760	<i>Object 2 Total</i>	\$449,203	<i>Object 2 Total</i>	\$468,137

Recycling and Waste Reduction- Fund 0037

Fund Balance Analysis FY 2011- FY 2018

	Actuals FY 2010/11	Actuals FY 2011/12	Actuals FY 2012/13	Actuals FY 2013/14	Projection FY 2014/15	Projection FY 2015/16	Projection FY 2016/17	Projection FY 2017/18
Beginning Fund Balance	\$94,487	\$75,690	\$84,290	\$438,915	\$710,928	\$749,726	\$520,167	\$362,701
Revenue								
Fund Balance Adjustment	\$171,605							
4811300 Other Sales	\$19,610	\$13,658	\$17,596	\$22,176				
4813050 SCVWD - Green Business	\$100,000	\$100,000	\$100,000	\$104,674	\$60,000	\$60,000	\$60,000	\$60,000
4813200 Contributions and Donation	\$0	\$48,135	\$0					
4813800 Solid Waste Planning Fee	\$906,080	\$858,144	\$812,472	\$956,693	\$950,000	\$925,000	\$900,000	\$900,000
Total Revenue	\$1,197,295	\$1,019,937	\$930,068	\$1,083,543	\$1,010,000	\$985,000	\$960,000	\$960,000
Expenditures								
Salaries and Benefits	\$802,790	\$735,299	\$748,876	\$698,432	\$727,502	\$740,798	\$763,022	\$785,912
Services/Supplies	\$413,302	\$310,038	\$277,309	\$293,824	\$368,700	\$565,760	\$449,203	\$468,137
Transfer In Unincorporated	\$0	(\$34,000)	(\$199,995)	(\$180,726)	(\$125,000)	(\$91,999)	(\$94,759)	(\$97,601)
Total Expenditures	\$1,216,092	\$1,011,337	\$826,190	\$811,530	\$971,202	\$1,214,559	\$1,117,466	\$1,156,448
10% Contingency	\$121,609	\$101,134	\$82,619	\$81,153	\$97,120	\$121,456	\$111,747	\$115,645
<i>Net Income (Surplus/Deficit)</i>	(\$18,797)	\$8,600	\$103,878	\$272,013	\$38,798	(\$229,559)	(\$157,466)	(\$196,448)
Kirby Canyon Revenue			\$250,747					
Ending Fund Balance	\$75,690	\$84,290	\$438,915	\$710,928	\$749,726	\$520,167	\$362,701	\$166,253

	Rob D'Arcy Div Manager	Lisa Rose Sr. MA	Clif Chew Management Analyst	Sue Sherrin Assoc MA	Vacant Assoc MA	Vacant Management Analyst	Gilbert Vasquez OS III	Staff Accountant
Administrator	35%	35%	50%	5%	20%	50%	10%	
Green Business		20%		90%	20%		5%	
Disposal Reporting			35%					
Contracting	5%	30%			10%			
Fiscal	5%							40%
TOTAL	45%	85%	85%	95%	50%	50%	15%	40%

County of Santa Clara

Recycling and Waste Reduction Commission of Santa Clara County
Recycling and Waste Reduction Division



1555 Berger Drive, Building 2, Suite 300
San Jose, CA 95112-2716
(408) 282-3180 FAX (408) 280-6479
www.ReduceWaste.org

DATE: February 12, 2015

TO: Technical Advisory Committee

FROM: Alex Wykoff, HHW Subcommittee Chair
Rob D'Arcy, Recycling Waste Reduction Division Manager

SUBJECT: AB939 Implementation Fee Reauthorization

RECOMMENDED ACTION

Forward a recommendation to the Recycling Waste Reduction Commission to recommend reauthorization of the AB939 fee at \$4.10 per ton of wastes disposed at landfills located within Santa Clara County or taken to non-disposal facilities within the County and subsequently transported to landfills outside the County for FY 2016 through FY 2018 and approval of the Agreement for Countywide AB939 Implementation Fee

BACKGROUND AND HISTORY

Currently, the AB939 Implementation Fee is \$4.10 per ton of wastes disposed at landfills located within the County or taken to non-disposal facilities within the County and subsequently transported to landfills outside the County. One dollar and fifty cents (\$1.50) of the fee funds local jurisdictions' AB939 compliance activities and \$2.60 of the fee funds countywide HHW services. Under State law, this revenue is restricted to funding only AB939-related costs.

The County has collected the AB939 fee on behalf of all jurisdictions within the County since July 1992, when the initial \$1.00 per ton fee was established. The Santa Clara County Board of Supervisors and local cities approved the fee at \$1.15 in FY 1994, \$1.30 in FY 1996, \$2.80 in FY 2000, \$3.35 in FY 2003 to FY 2006, \$3.72 in FY 2007, \$3.55 in FY 2008 and FY 2009, and \$4.10 in FY 2010 to FY 2015. There is no increase recommended for the AB 939 Implementation Fee for FY 2016 through FY 2018.

REASON FOR RECOMMENDATION

Because the County collects the AB939 fee on behalf of other jurisdictions, each jurisdiction contracts with the County for collection and distribution of these funds. All fifteen cities must approve the Agency Agreement for Countywide AB939 Fee by June 30, 2015. If one or more jurisdictions do not approve this agreement, the AB939 fee will not be collected effective July 1, 2015, and activities associated with the funding will be eliminated or reduced.

To comply with state law and local needs, the County of Santa Clara and fourteen cities cooperated in the creation of the Household Hazardous Waste (HHW) Program. Since 1992, all cities, except for the City of Palo Alto, have contracted with the County to provide HHW services through an Agreement for Countywide Household Hazardous Waste Collection Program. This Agreement provides for continuation of HHW services to participating cities through June 30, 2018.

Commissioners: James R. Griffith, Chair; Ronit Bryant, Kansen Chu, Michael F. Kotoswski, Linda J. LeZotte, Teresa O'Neill, Orrin Mahoney, Jan Pepper, Cat Tucker, Mike Wasserman

**AGREEMENT FOR COUNTYWIDE
AB939 IMPLEMENTATION FEE**

This Agreement is made by and among the Cities and Towns of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Morgan Hill, Monte Sereno, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, and Sunnyvale (CITIES) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2015. The term CITIES may refer to CITIES collectively or individually.

RECITALS

WHEREAS, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing an integrated waste management plan; and

WHEREAS, the Board of Supervisors established the Countywide AB939 Implementation Fee effective July 1, 1992 to fund local costs of preparing, adopting, and implementing integrated waste management plans and programs; and

WHEREAS, the Recycling and Waste Reduction Commission of Santa Clara County has determined that a Countywide AB939 Implementation Fee (Fee) is necessary, pursuant to Public Resource Code 41901, to assist in funding the costs of preparing, adopting and implementing integrated waste management plans and programs in the fifteen cities and the unincorporated area of the county; and

WHEREAS, the Fee shall be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County; and

WHEREAS, state law requires jurisdictions to plan and implement household hazardous waste (HHW) services; and

WHEREAS, HHW programs provide household hazardous waste management services to residents of Santa Clara County and are necessary services to enable jurisdictions to meet the requirements of state law; and

WHEREAS, jurisdictions in Santa Clara County desire to provide safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, fluorescent lamps, and batteries; and

WHEREAS, the County will collect the Fee on behalf of the fifteen cities and the unincorporated area and will apportion the Fee according to the terms of this Agreement.

NOW, THEREFORE, CITIES and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the COUNTY will collect and distribute the Fee of \$4.10 per ton in Fiscal Years 2016, 2017 and 2018 of waste to be disposed. The Fee is divided into two parts: 1) a Program Fee of \$1.50 per ton to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in the fifteen cities and the unincorporated area of the County; and 2) a Household Hazardous Waste (HHW) Fee of \$2.60 per ton to provide funding to implement the Countywide HHW Program. The Program Fee will be allocated among jurisdictions as described in Exhibit B, attached hereto and incorporated herein. The HHW Fee will be allocated to the COUNTY, CITIES, and Countywide HHW Program and participating jurisdictions as described in Exhibit C, attached hereto and incorporated herein. The Fee shall be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Non-Disposal Facilities are defined as those facilities included in the County of Santa Clara Non-Disposal Facility Element (and subsequent amendments to that Element) and are listed in Exhibit A, attached hereto and incorporated herein.

2. SERVICES PROVIDED BY COUNTY

COUNTY will collect and distribute the Fee. COUNTY will collect the Fee from landfills and non-disposal facilities listed in Exhibit A, and any landfill or non-disposal facility subsequently permitted, on a quarterly basis using data from tonnage reports filed by landfill and non-disposal facility operators with the County Recycling and Waste Reduction Division. The COUNTY shall require each landfill and non-disposal facility to submit required payment, documentation of tonnages disposed, and state-mandated Disposal Reporting System Reports on a quarterly basis, within 45 days of the end of each calendar quarter. Late submissions and/or payments shall be subject to a late filing penalty and delinquent penalties. COUNTY will research Santa Clara County tonnage reported to COUNTY by landfills outside the COUNTY in significant amounts to determine the identity of the hauler. That hauler will subsequently be billed in the same fashion subject to the same penalties as mentioned above. Collected funds and any late filing payments and delinquency penalties shall be distributed to CITIES and Countywide HHW Program based on the formula set forth in Exhibits B and C. COUNTY shall not be obligated to distribute funds that COUNTY has been unable to collect from landfill or non-disposal facility operators.

//

//

3. ROLE OF CITIES

CITIES shall review the Disposal Reporting System Reports as prepared and submitted by the COUNTY and within 30 days of receipt shall report to COUNTY, with appropriate documentation, errors in waste allocations among jurisdictions.

4. COLLECTION AND USE OF FEE

Each ton of waste will be subject to the Fee. Best efforts will be made to prevent tonnage from being assessed a double fee (once at a non-disposal facility and again at a landfill within Santa Clara County). The Program Fee funding share paid to CITIES shall be used to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan of each of the CITIES and the unincorporated area of the COUNTY. The HHW Fee portion shall assist in funding the costs of each city's share of HHW operations.

5. INSURANCE

Each party shall maintain its own insurance coverage, through third party insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this Agreement. CITIES agree to provide evidence of such insurance to COUNTY via Certificate of Insurance or other documentation acceptable to the COUNTY upon request.

6. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITIES and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that each of the parties hereto shall fully indemnify and hold each of the other parties harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, performance of its responsibilities pursuant to this Agreement and as described in Exhibit D.

Additionally, CITIES shall indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, arising from any misuse of the Fee distributed to CITIES. COUNTY shall indemnify, hold harmless, and defend CITIES, its officers, agents, and employees with respect to any loss, damage, liability, cost or expenses, including attorney fees and court costs, brought by third parties based on COUNTY's sole negligence in the collection or distribution of said Fees.

7. DISTRIBUTION OF FEE

COUNTY shall distribute the Fee to CITIES and the Countywide HHW Program pursuant to the formulas described in Exhibits B and C within 45 days of receipt of landfill and non-disposal facility payments and disposal documentation required for calculation of Fee

distribution amounts. Distributions shall begin December 15, 2015, and continue quarterly through October 15, 2018.

8. PARTICIPATION IN THE COUNTYWIDE HHW PROGRAM

CITIES, at their option, may individually participate in the Countywide HHW Program by entering into the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

9. LATE PAYMENTS

If Fee payments and disposal documentation are not received from landfill or non-disposal facility operators prior to scheduled distribution of payments to CITIES and the Countywide HHW Program, payment distribution shall be calculated on a pro rata share of monies received. Upon collection, late payments and accrued delinquent penalties, if any, shall be distributed among CITIES and the Countywide HHW Program according to the formula in Exhibits B and C.

10. ACCOUNTING

COUNTY shall maintain records of all transactions related to collection, use and distribution of the Fee for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. Such records will be available for inspection upon written request by CITIES, and will include but not be limited to tonnage reports submitted by landfills and non-disposal facilities, waste stream documentation provided by cities, payments made by the landfills and non-disposal facilities to the COUNTY and by the COUNTY to CITIES, and expenditures for programmatic and overhead costs.

11. REQUEST FOR REVIEW

In the event CITIES have a dispute regarding the calculation of its share of the Fee or the distribution or use of the Fee, CITIES may request in writing a review by COUNTY within 10 days of receipt of their Fee allocation. The review shall be performed within 30 days of request and results shall be reported to CITIES in writing.

12. EFFECTIVE DATE OF AGREEMENT

This agreement is effective upon approval by all fifteen CITIES and the COUNTY.

13. AMENDMENT

This Agreement may be amended only by an instrument signed by all fifteen CITIES and the COUNTY.

14. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto.

Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

15. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2015 to June 30, 2018, or until all funds from the last quarter's Fee payments have been distributed, whichever is later. COUNTY shall bill the operators of the landfills and non-disposal facilities listed in Exhibit A for the Fee commencing with the Quarter ending September 30, 2015. Said landfills and non-disposal facilities will be billed for the Fee through June 30, 2018.

16. NOTICES

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

City of _____

Contact: _____

Title: _____

Address: _____

County of Santa Clara

Contact: Recycling and Waste Reduction Division Manager

Recycling and Waste Reduction Division

Address: 1555 Berger Drive, Suite 300

City: San Jose, CA 95112

17. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

18. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designees.

19. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this **AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE** on the dates as stated below:

“COUNTY”

Dave Cortese, President
Board of Supervisors

Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

LYNN REGADANZ Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Michael L. Rossi Date
Deputy County Counsel

“CITY”

CITY/TOWN OF _____,
A municipal corporation

By: _____

Title: _____

Date: _____

EXHIBIT A

LANDFILLS LOCATED IN SANTA CLARA COUNTY

Guadalupe Rubbish Disposal Site
Kirby Canyon Sanitary Landfill
Newby Island Sanitary Landfill
Pacheco Pass Sanitary Landfill
Palo Alto Refuse Disposal Area
Zanker Materials Processing Facility
Zanker Road Landfill

NON-DISPOSAL FACILITIES AND TRANSFER STATIONS LOCATED IN SANTA CLARA COUNTY

Butterick Enterprises Recyclery
California Waste Solutions Recycling & Transfer Station
City of Palo Alto Green Composting Facility
Environmental Resource Recovery, Inc. (Valley Recycling)
Green Earth Management LLC Kings Row Recycling Facility
Green Waste Recovery Facility
GreenTeam of San Jose Material Recovery Facility and Transfer Station
Guadalupe Landfill
Material Recovery Systems Facility
Mission Trail Waste Systems, Inc.
Newby Island Compost Facility
Pacheco Pass Transfer Station
Pacific Coast Recycling, Inc.
Premier Recycle Facility
Recology Silicon Valley Processing and Transfer Facility
The Recyclery at Newby Island
San Martin Transfer Station
Smurfit-Stone Recycling San Jose Facility
South Valley Organics
Stanford Recycling Center and Direct Transfer Facility
Sunnyvale Materials Recovery and Transfer Station (SMaRT Station)
Z-Best Composting Facility
Zanker Materials Processing Facility
Zero Waste Energy Development Company Anaerobic Digestion Facility

EXHIBIT B

FORMULA FOR DISTRIBUTION OF AB939 PROGRAM FEE

Each jurisdiction located in Santa Clara County will receive \$1.50 per ton of solid waste disposed of in landfills or taken to non-disposal facilities located in Santa Clara County that originates from that jurisdiction, as documented in quarterly reports submitted by the County to the State Disposal Reporting System.

Fees collected from undocumented disposed tonnage, or tonnage originating outside of Santa Clara County, will be distributed according to each jurisdiction's percent of countywide population, according to the latest available population report issued by the California Department of Finance.

EXHIBIT C

COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE PROGRAM FEE (HHW Fee)

1. PROGRAM FUNDING SOURCE

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The HHW Fee, of \$2.60 per ton, collected as part of the AB939 Implementation Fee, will be the primary source of funding for Countywide Household Hazardous Waste Collection Program (CoHHW Program) services.

Funds derived from the HHW Fee will be allocated among four types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITY's anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car to provide a base level service to 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

2. FIXED PROGRAM COST

Funds shall be distributed on a per household basis for Fixed Program Costs. This portion of the funds shall be distributed directly to the Countywide HHW Program. Fixed Program Costs funding shall be calculated at \$2.47 per household in Fiscal Years 2016, 2017, and 2018. Fixed Program Costs may include, but are not limited to ten (10) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance, and union negotiated salary and benefit changes.

3. ABANDONED WASTE DISPOSAL COST

The existing unexpended non-profit abandoned waste fund balance of approximately \$50,000, will fund disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

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.

4. SAN JOSE FACILITY USE SURCHARGE

The San Jose Facility Use Surcharge is estimated to be \$18.06 per car for Fiscal Years 2016, 2017, and 2018. The total San Jose Facility Use Surcharge for CITY will be based on CITY's participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.

5. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County HHW Collection Facilities and Temporary Events. This portion of the funds shall be distributed directly to the Countywide HHW Program. The Variable Cost Per Car is estimated to be \$68 per car for Fiscal Years 2016, 2017, and 2018. The estimated cost per car will be adjusted annually to reflect actual service costs. After fixed costs and San Jose Facility Use Surcharge are allocated on a per household basis, the variable cost per car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached, the Countywide HHW Program will use the remaining balance of funds, in cooperation with the CITIES, to increase public outreach and/or provide additional services in that jurisdiction where the level of 4% is not reached the following year.

6. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion will be allocated based on the tons of waste generated within each jurisdiction and after allocation of Fixed Program Cost, San Jose Facility Use Surcharge, and Variable Per Car Cost. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in the jurisdiction by the Countywide HHW Program, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. 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.

7. PROGRAM FUNDING PASS-THROUGH

Annual funding calculations include HHW Fees collected on behalf of all County jurisdictions. CITIES, at their option, may participate in the Countywide HHW Program by entering into the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM. CITIES not participating in the Agency Agreement will receive their pro-rata share of funding received by the COUNTY from the HHW Fee.

If CITIES not participating in the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM desire to permit residents to participate in HHW Program services on an emergency basis, then services to these residents will be provided on a cost recovery basis. A charge equal to the established rates charged by the Countywide HHW Program to Conditionally Exempt Small Quantity Generators will be billed to the CITIES. A CITIES' representative must call the Countywide HHW Program appointment line to schedule an appointment for the resident. The pro-rata share of liability will be shared as defined in Section 29 of AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM and as described in Exhibit D.

EXHIBIT D

SECTION 28 OF AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 25 of the AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the county as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require Conditionally Exempt Small Quantity Generators (“CESQG”) and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA APPROVING THE COLLECTION OF
A COUNTYWIDE AB939 IMPLEMENTATION FEE AND
DELEGATING AUTHORITY TO THE DIRECTOR OF THE CONSUMER AND
ENVIRONMENTAL PROTECTION AGENCY, OR DESIGNEE, TO AMEND, TERMINATE,
AND TAKE ANY AND ALL NECESSARY OR ADVISABLE ACTIONS RELATING TO
AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE**

WHEREAS, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing an integrated waste management plan; and

WHEREAS, a Countywide AB939 Implementation Fee (Fee) was established in 1992 to assist the fifteen cities and the County unincorporated area (jurisdictions) to fund costs of preparing, adopting and implementing the integrated waste management plan in each jurisdiction; and

WHEREAS, the fee of \$4.10 per ton of wastes disposed at landfills located within the County or taken to non-disposal facilities located within the County and subsequently transported for disposal to landfills outside of Santa Clara County was approved for Fiscal Years 2013, 2014, and 2015, in order to assure equal assessment of the Fee on wastes; and

WHEREAS, the Recycling and Waste Reduction Commission of Santa Clara County (“Commission”) has determined that in order to fund the household hazardous waste services in the fifteen cities and the unincorporated area of the County the Fee should remain at \$4.10 for Fiscal Years 2016, 2017, and 2018. The Fee will be imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County; and

WHEREAS, the Commission has further determined that the County should collect said Fee on behalf of jurisdictions from each landfill, non-disposal or collection facility located within the County; solid waste haulers operating pursuant to a franchise, contract, license, or permit; or person or business that removed waste from any location in the County for disposal or incineration outside the County, and distribute the Fee to the jurisdictions and to the Countywide Household Hazardous Waste Program according to the terms of the Agreement for Countywide AB939 Implementation Fee (“Agreement”) effective July 1, 2015; and

WHEREAS, County will verify landfill and non-disposal facility reports of tons of waste disposed in landfills to assure that required Fees are paid by conducting a review of State Board of Equalization (BOE) audit reports or equivalent audit reports; and

WHEREAS, said Agreement as amended states the terms and conditions under which County will collect and distribute the Fee for a three-year term which begins July 1, 2015; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Fee is categorically exempt under State CEQA Guidelines Section 15308 and is statutorily exempt under Public Resources Code Section 21080(b)(8) and State CEQA Guidelines Section 15273; and

WHEREAS, the County has prepared a report, attached hereto and incorporated herein as Exhibit A (hereafter the “Report”), which includes reasonable estimates of the costs of providing the services and calculates the amount of the proposed Fee for Fiscal Years 2016, 2017, and 2018; and

WHEREAS, the Board of Supervisors considered the collection of the Countywide AB939 Implementation Fee on this date; and

WHEREAS, the Board of Supervisors may delegate contracting authority to County officials, and has done so from time to time as deemed necessary and in the interests of the County; and

WHEREAS, delegating authority to the Director of the Consumer and Environmental Protection Agency, or designee, to amend, terminate, and take any and all necessary or advisable actions relating to Agreement for Countywide AB939 Implementation Fee, following approval by County Counsel as to form and legality and approval by the Office of the County Executive, would facilitate continuity of services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA:

1. County of Santa Clara approves the collection of a fee of \$4.10 per ton for Fiscal Years 2016, 2017, and 2018 on all wastes landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; and removed from any location in the County by any person or business for disposal or incineration outside the County.
2. The Board of Supervisors of the County of Santa Clara approves entering into the Agreement for Countywide AB939 Implementation Fee with participating jurisdictions; and,
3. The Board of Supervisors delegates authority to the Director of the Consumer and Environmental Protection Agency to amend, terminate, and take any and all necessary or advisable actions regarding the Agreement for Countywide AB939 Implementation Fee with each jurisdiction,

following approval by County Counsel as to form and legality, and approval by the Office of the County Executive, and that said delegation of authority shall expire on June 30, 2018.

4. A person or business owing the Fee must, in addition to paying the Fee to the County, provide the County with a report indicating the source and disposition of all materials collected or disposed. Such persons must provide the County Recycling Waste Reduction Division with access to all substantiating information as needed to reconcile or verify such reports.
5. A person owing the Fee must make payment to the County within seventy-five (75) days of the end of the calendar quarter for which the payment applies. If Fee is not paid on time, as specified below, additional charges will be added as follows:
 - (a) A late Fee of \$1,000 will be added if Fee is not paid within seventy-five (75) days of the end of the calendar quarter for which the payment applies; and
 - (b) A delinquent penalty Fee of 10% will be added to the balance due if not paid within ninety (90) days of the end of the calendar quarter for which the payment applies.
 - (c) Interest, equal to the Internal Revenue Service Rate for unpaid income tax balances, will be added to the amount owed, including any late or penalty Fee, beginning on the due date and ending when the balance is paid in full. Interest compounds daily from the quarterly due date of the payment until the balance is paid in full.
6. A person owing the Fee must, in addition to paying the County, provide the County with a report indicating the source and disposition of all materials collected or disposed. Such persons must provide the County Recycling and Waste Reduction Division with access to all substantiating information as needed to reconcile or verify such reports. A person who fails to submit to the County accurate reports at the time required for payment of the Fee must pay to the County a late Fee of \$1,000 per month or portion thereof for which the report is not provided.
7. Landfills, non-disposal facilities and collection facilities must provide copies of BOE audit reports or equivalent audit reports, or other relevant data to enable County to verify reports of tonnages disposed or incinerated.
8. Upon collection, the Fee and accrued delinquent penalties, if any, shall be distributed among jurisdictions according to the terms of the Agreement.
9. This Fee will become effective July 1, 2015, provided that all fifteen cities approve the Agreement for Countywide AB 939 Implementation Fee by July 1, 2015.
10. In accordance with CEQA, the Board of Supervisors finds that the collection of the Fee is necessary for meeting operating expenses. The collection of the Fee is categorically exempt under State CEQA Guidelines Section 15308 and is statutorily exempt under Public Resources Code Section 21080(b)(8) and State CEQA Guidelines Section 15273.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____ by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ABSTAIN: Supervisors

Dave Cortese, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

LYNN REGADANZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Michael L. Rossi Date
Deputy County Counsel

Exhibits to this Resolution:
A – County Report

Projected Fiscal Years 2016, 2017, 2018 AB939 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 \$18.06 use surcharge	Variable Cost \$68 per car	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	17,604	704.16	32,902.51	\$ 85,546.53	\$ 43,481.88	\$ 6,918.90	\$ 47,882.88	(12,737.13)	\$ 27,618.25	923	383
Cupertino	21,037	841.48	77,298.88	\$ 200,977.09	\$ 51,961.39	\$ -	\$ 57,220.64	91,795.06		4	0
Gilroy	15,533	621.32	37,660.67	\$ 97,917.74	\$ 38,366.51	\$ 420.24	\$ 42,249.76	16,881.23	\$ 2,494.24	658	23
Los Altos	11,278	451.12	14,608.06	\$ 37,980.96	\$ 27,856.66	\$ 2,181.82	\$ 30,676.16	(22,733.68)	\$ 66,857.52	1,100	121
Los Altos Hills	3,080	123.20	2,013.30	\$ 5,234.58	\$ 7,607.60	\$ 684.52	\$ 8,377.60	(11,435.14)	\$ 22,165.54	281	38
Los Gatos	13,185	527.40	23,552.12	\$ 61,235.51	\$ 32,566.95	\$ 8,781.31	\$ 35,863.20	(15,975.94)	\$ 56,476.74	1,123	486
Milpitas	20,242	809.68	63,180.22	\$ 164,268.57	\$ 49,997.74	\$ 1,572.97	\$ 55,058.24	57,639.62		810	87
Monte Sereno	1,293	51.72	1,414.16	\$ 3,676.82	\$ 3,193.71	\$ 1,137.78	\$ 3,516.96	(4,171.63)	\$ 10,446.67	144	63
Morgan Hill	13,617	544.68	42,705.11	\$ 111,033.29	\$ 33,633.99	\$ 869.06	\$ 37,038.24	39,492.00	\$ 31,505.76	1,008	48
Mountain View	34,173	1,366.92	53,308.92	\$ 138,603.19	\$ 84,407.31	\$ 1,909.97	\$ 92,950.56	(40,664.64)	\$ 61,614.08	1,675	106
Palo Alto	28,546	0.00	41,109.73	\$ 106,885.30		\$ -		106,885.30		0	
San Jose	323,203	12,928.12	553,851.57	\$ 1,440,014.08	\$ 798,311.41	\$ 127,789.59	\$ 879,112.16	(365,199.08)	\$ 365,199.08	12,928	7,076
Santa Clara	45,770	1,830.80	135,911.26	\$ 353,369.28	\$ 113,051.90	\$ 4,345.05	\$ 124,494.40	111,477.93	\$ 130,029.60	3,743	241
Saratoga	11,172	446.88	17,441.99	\$ 45,349.17	\$ 27,594.84	\$ 5,770.55	\$ 30,387.84	(18,404.05)	\$ 52,684.21	951	320
Sunnyvale	56,998	2,279.92	98,182.53	\$ 255,274.58	\$ 140,785.06	\$ 1,081.28	\$ 155,034.56	(41,626.32)	\$ 231,895.76	5,078	60
Unincorporated	18,538	741.52	31,263.28	\$ 81,284.53	\$ 45,788.86	\$ 7,881.48	\$ 50,423.36	(22,809.17)	\$ 92,609.81	1,768	436
Total	635,269	24,268.92	1,226,404.31	\$ 3,188,651.21	\$ 1,498,605.81	\$ 171,344.50	\$ 1,650,286.56	(131,585.66)	\$ 1,151,597.28	32,194	9,488

Notes: No of HH based on 1/1/14 estimates; Anticipated participation based on FY11 actual participation except for Milpitas & SJ. (FY11 actual for these 2 cities are below the 4% of HH); Anticipated SJ facility participation based on FY14 participation at SJ temp events.

Table 2: Program Portion of AB939 Implementation Fee (\$1.50 per Ton) in Fiscal Years 2016, 2017, and 2018*

Jurisdiction	Estimated Tons of Waste	Implementation Fee \$1.50
Campbell	32,902.51	\$49,354
Cupertino	77,298.88	\$115,948
Gilroy	37,660.67	\$56,491
Los Altos	14,608.06	\$21,912
Los Altos Hills	2,013.30	\$3,020
Los Gatos	23,552.12	\$35,328
Milpitas	63,180.22	\$94,770
Monte Sereno	1,414.16	\$2,121
Morgan Hill	42,705.11	\$64,058
Mountain View	53,308.92	\$79,963
Palo Alto	41,109.73	\$61,665
San Jose	553,851.57	\$830,777
Santa Clara	135,911.26	\$203,867
Saratoga	17,441.99	\$26,163
Sunnyvale	98,182.53	\$147,274
Unincorporated	31,263.28	\$46,895
Countywide Totals	\$1,226,404	\$1,839,606

*The Program portion of the fee assists in funding costs of preparing, adopting, and implementing the integrated waste management plan in the 15 cities and the unincorporated area of the County.

**AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM**

This Agreement is made by and between the _____ (CITY) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2015.

RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and participating jurisdictions will have an opportunity to safely dispose of household hazardous wastes, regardless of the specific location at which the collection has been scheduled; and

WHEREAS, the participating jurisdictions desire to provide residents with convenient opportunities to safely dispose of their household hazardous waste (HHW) in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, the participating jurisdictions desire to provide a safe, convenient, and economical means for residents to dispose of household hazardous wastes. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste. Residents of the CITY listed above will be eligible to bring HHW to any household hazardous waste collection event or facility where these wastes will be accepted for proper disposal as described below; and

WHEREAS, the participating jurisdictions desire to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2016 through FY 2018 (July 1, 2015 – June 30, 2018); and

WHEREAS, the participating jurisdictions desire to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in each participating jurisdiction; and

WHEREAS, the County Board of Supervisors has approved a Countywide AB939 Household Hazardous Waste Fee (AB939 HHW Fee), as authorized by Public Resources Code 41901, to be collected at \$2.60 in FY 2016 through FY 2018 on each ton of waste landfilled or incinerated within the county, received at any non-disposal or collection facility located within the county and subsequently transported for disposal or incineration outside of the county, collected from any location within the county by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or

incineration outside of the county, or removed from any location in the county by any person or business for disposal or incineration outside the county.

NOW, THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

2. PROGRAM FUNDING SOURCE

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The AB939 HHW Fee, of \$2.60 per ton, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services.

Funds derived from the AB939 HHW Fee will be allocated among four types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITY's anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car provides a base level service of 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

The projected AB939 HHW Implementation Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

3. FIXED PROGRAM COST

Fixed Program Costs shall be \$2.47 per household in Fiscal Years 2016, 2017 and 2018. Estimated HHW Fixed Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs may include, but are not limited to ten (10) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

4. ABANDONED WASTE DISPOSAL COST

The existing unexpended non-profit abandoned waste fund balance of approximately \$50,000 will fund disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

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.

5. SAN JOSE FACILITY USE SURCHARGE

The San Jose Facility Use Surcharge is estimated to be \$18.06 per car for Fiscal Years 2016, 2017 and FY 2018. The total San Jose Facility Use Surcharge for CITY will be based on CITY's participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose. Estimated San Jose Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein.

6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$68 per car for Fiscal Years 2016, 2017 and 2018. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San Jose Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in a particular jurisdiction, the CoHHW Program will use the remaining balance of funds, in cooperation with the CITY that has less than 4% participation levels, to increase public outreach and/or provide additional services in that jurisdiction the following year.

7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Per Car Costs. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events.

8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The Santa Clara County Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing landfill billing system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

9. PROGRAM PUBLICITY

The CoHHW Program shall have available to the public a HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events, community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;

- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing communications to residents for local and city newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of locally produced materials; and,
- Conducting and supporting outreach and publicity to attain the 4% goal of household participation.

10. DELEGATION OF AUTHORITY

The Board of Supervisors delegates all CoHHW Program management to the Consumer and Environmental Protection Agency. The Director of the Consumer and Environmental Protection Agency has the authority to execute all vendor contracts necessary to operate the program, to execute any necessary license agreements, to add additional HHW services provided on a cost recovery basis, to amend any contracts or agreements, and to terminate any contracts or agreements. All contracts, agreements, and amendments shall first be approved by County Counsel as to form and legality and the Office of the County Executive.

11. TEMPORARY HHW EVENTS

COUNTY shall conduct HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

12. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCFs are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin*
- ◆ *San Jose, 1608 Las Plumas, San Jose*

The CoHHWCF will operate a reuse program, offering usable materials to the public at no charge when feasible. The COUNTY shall obtain all necessary permits and

licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

13. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG). A CESQG is defined by federal regulation as a business that generates less than 100 Kilograms (220 lbs.) of hazardous waste or 1 Kilogram (2.2 lbs.) of extremely hazardous waste per month. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. This program will not be subsidized by participating jurisdictions. Services to businesses will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses.

14. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee. Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

15. NONPROFIT CHARITABLE REUSER

A Nonprofit Charitable Reuser organization as established in Public Resources Code Section 41904, is a nonprofit as defined in Section 501(c) (3) of the United States Internal Revenue Code, or a distinct operating unit or division of the charitable organization. A Nonprofit Charitable Reuser is further defined as an organization that reuses and recycles donated material and receives more than 50% of its revenues from the handling and sale of those donated goods or materials. In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the COUNTY Director of Environmental Health a request to be so designated. The Director shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for

CESQGs. No additional costs shall be applied to the budget of a participating jurisdiction.

16. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to materials as defined in Health and Safety Code Section 25218, as amended from time to time, and include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

17. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 13 of this Agreement shall be accepted.

18. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available 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 augment up to an additional \$_____ to the Countywide HHW Program during Fiscal Year 2016 for the purpose of attaining or increasing resident participation above the 4% service level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated at the Variable Cost Per Car rate. Other services will be charged based 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, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

19. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

20. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2016 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

21. OUTSIDE FUNDING

During the term of this agreement, COUNTY will seek outside funding sources to begin services that would supplement existing services such as permanent collection sites, equipment, retail take-back collection and operational funding. If funding is obtained, the Program will, at COUNTY's discretion, proceed with development of additional programs without affecting CITY's available funding allocation.

22. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CoHHW Program is hereby given permission by all participating jurisdictions to apply for future grants and the Oil Payment Program, from the California Department of Resources Recycling and Recovery (CalRecycle). The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply.

23. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of

household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all emergency events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

24. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions and the COUNTY, as described in Section 29 of this Agreement. Summary information concerning these corporate sponsored events will be included in the CoHHW Program's annual report to the participating jurisdictions.

25. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

26. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15, 2016. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

27. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

28. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 25 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events

where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

29. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

30. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2015 to June 30, 2018, or until all revenue from the last quarter's Fee payments has been distributed, whichever is later.

31. EXTENSION OF TERM

This Agreement may be extended for succeeding three-year term if COUNTY and participating jurisdictions so agree in writing.

32. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

33. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

34. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

35. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

36. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of _____	City Representative _____
	Representative's Title _____
	City Address _____

Santa Clara County	Director
	Consumer and Environmental Protection Agency
	1553 Berger Drive
	San Jose, CA 95112

Attachments:

- A Projected Fiscal Years 2016, 2017, and 2018 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018
- C HHW Schedule of Collection Events for Fiscal Year 2016
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

//

//

//

//

IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

“COUNTY”

Dave Cortese, President
Board of Supervisors

Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

LYNN REGADANZ Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Michael L. Rossi Date
Deputy County Counsel

“CITY”

CITY/TOWN OF _____,
A municipal corporation

By: _____

Title: _____

Date: _____

Projected Fiscal Years 2016, 2017, 2018 AB939 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 \$18.06 use surcharge	Variable Cost \$68 per car	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	17,604	704.16	32,902.51	\$ 85,546.53	\$ 43,481.88	\$ 6,918.90	\$ 47,882.88	(12,737.13)	\$ 27,618.25	923	383
Cupertino	21,037	841.48	77,298.88	\$ 200,977.09	\$ 51,961.39	\$ -	\$ 57,220.64	91,795.06		4	0
Gilroy	15,533	621.32	37,660.67	\$ 97,917.74	\$ 38,366.51	\$ 420.24	\$ 42,249.76	16,881.23	\$ 2,494.24	658	23
Los Altos	11,278	451.12	14,608.06	\$ 37,980.96	\$ 27,856.66	\$ 2,181.82	\$ 30,676.16	(22,733.68)	\$ 66,857.52	1,100	121
Los Altos Hills	3,080	123.20	2,013.30	\$ 5,234.58	\$ 7,607.60	\$ 684.52	\$ 8,377.60	(11,435.14)	\$ 22,165.54	281	38
Los Gatos	13,185	527.40	23,552.12	\$ 61,235.51	\$ 32,566.95	\$ 8,781.31	\$ 35,863.20	(15,975.94)	\$ 56,476.74	1,123	486
Milpitas	20,242	809.68	63,180.22	\$ 164,268.57	\$ 49,997.74	\$ 1,572.97	\$ 55,058.24	57,639.62		810	87
Monte Sereno	1,293	51.72	1,414.16	\$ 3,676.82	\$ 3,193.71	\$ 1,137.78	\$ 3,516.96	(4,171.63)	\$ 10,446.67	144	63
Morgan Hill	13,617	544.68	42,705.11	\$ 111,033.29	\$ 33,633.99	\$ 869.06	\$ 37,038.24	39,492.00	\$ 31,505.76	1,008	48
Mountain View	34,173	1,366.92	53,308.92	\$ 138,603.19	\$ 84,407.31	\$ 1,909.97	\$ 92,950.56	(40,664.64)	\$ 61,614.08	1,675	106
Palo Alto	28,546	0.00	41,109.73	\$ 106,885.30		\$ -		106,885.30		0	
San Jose	323,203	12,928.12	553,851.57	\$ 1,440,014.08	\$ 798,311.41	\$ 127,789.59	\$ 879,112.16	(365,199.08)	\$ 365,199.08	12,928	7,076
Santa Clara	45,770	1,830.80	135,911.26	\$ 353,369.28	\$ 113,051.90	\$ 4,345.05	\$ 124,494.40	111,477.93	\$ 130,029.60	3,743	241
Saratoga	11,172	446.88	17,441.99	\$ 45,349.17	\$ 27,594.84	\$ 5,770.55	\$ 30,387.84	(18,404.05)	\$ 52,684.21	951	320
Sunnyvale	56,998	2,279.92	98,182.53	\$ 255,274.58	\$ 140,785.06	\$ 1,081.28	\$ 155,034.56	(41,626.32)	\$ 231,895.76	5,078	60
Unincorporated	18,538	741.52	31,263.28	\$ 81,284.53	\$ 45,788.86	\$ 7,881.48	\$ 50,423.36	(22,809.17)	\$ 92,609.81	1,768	436
Total	635,269	24,268.92	1,226,404.31	\$ 3,188,651.21	\$ 1,498,605.81	\$ 171,344.50	\$ 1,650,286.56	(131,585.66)	\$ 1,151,597.28	32,194	9,488

Notes: No of HH based on 1/1/14 estimates; Anticipated participation based on FY11 actual participation except for Milpitas & SJ. (FY11 actual for these 2 cities are below the 4% of HH); Anticipated SJ facility participation based on FY14 participation at SJ temp events.

ATTACHMENT B

Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018

FIXED COST		
Staff Salary And Benefits	.5 HMPM, Sr. HMS, 3 HMTs, .8 Acct, Sr MA, .5 AMAA, .5AMAB, .8 OSIII,	\$1,048,398
County Admin Overhead	20% of Salary above	\$209,680
County Counsel		\$10,000
Phones and Communications		\$11,000
Facilities Lease Costs	San Jose, Temporary	\$172,000
Vehicle Costs		\$25,528
Computers and software		\$7,000
Office Supplies and postage		\$7,500
Maintenance		\$5,000
Staff Training		\$2,500
ESTIMATED ANNUAL TOTAL		\$1,498,606

ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016

2015/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Saturday	4	No Event	No Event	FOURTH OF JULY
	Fri,Sat	10,11	San Jose	Permanent	
	Fri,Sat	17,18	San Jose	Permanent	
	Saturday	18	Sunnyvale	Temporary	
	Fri,Sat	24,25	San Jose	Permanent	
August	Fri,Sat	31,1	San Martin	Permanent	
	Fri,Sat	31,1	San Jose	Permanent	
	Fri,Sat	7,8	San Jose	Permanent	
	Fri,Sat	14,15	San Jose	Permanent	
	Fri,Sat	21,22	San Jose	Permanent	
	Fri,Sat	28,29	San Jose	Permanent	
September	Saturday	5	No Event	No Event	LABOR DAY WEEKEND
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
	Fri,Sat	25,26	San Jose	Permanent	
	Saturday	26	Santa Clara	Temporary	
October	Fri,Sat	2,3	San Martin	Permanent	
	Fri,Sat	2,3	San Jose	Permanent	
	Fri,Sat	9,10	San Jose	Permanent	
	Fri,Sat	16,17	San Jose	Permanent	
	Saturday	17	Sunnyvale	Temporary	
	Fri,Sat	23,24	San Jose	Permanent	
	Fri,Sat	30,31	San Jose	Permanent	
November	Fri,Sat	6,7	San Martin	Permanent	
	Fri,Sat	6,7	San Jose	Permanent	
	Fri,Sat	13,14	San Jose	Permanent	
	Fri,Sat	20,21	San Jose	Permanent	
	Saturday	28	No Event	No Event	THANKSGIVING
December	Fri,Sat	4,5	San Martin	Permanent	
	Fri,Sat	4,5	San Jose	Permanent	
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
	Saturday	26	No Event	No Event	CHRISTMAS
2016/Jan	Saturday	2	No Event	No Event	NEW YEAR
	Fri,Sat	8,9	San Jose	Permanent	
	Fri,Sat	15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	
	Fri,Sat	22,23	San Jose	Permanent	
	Fri,Sat	29,30	San Jose	Permanent	

ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016-continued

2016/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
February	Fri,Sat	5,6	San Martin	Permanent	
	Fri,Sat	5,6	San Jose	Permanent	
	Fri,Sat	12,13	San Jose	Permanent	
	Fri,Sat	19,20	San Jose	Permanent	
March	Fri,Sat	26,27	San Jose	Permanent	
	Fri,Sat	4,5	San Martin	Permanent	
	Fri,Sat	4,5	San Jose	Permanent	
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
April	Fri,Sat	25,26	San Jose	Permanent	
	Fri,Sat	1,2	San Martin	Permanent	
	Fri,Sat	1,2	San Jose	Permanent	
	Fri,Sat	8,9	San Jose	Permanent	
	Saturday	9	Los Altos	Temporary	
	Fri,Sat	15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	
	Fri,Sat	22,23	San Jose	Permanent	
	Fri,Sat	29,30	San Jose	Permanent	
May	Saturday	30	Santa Clara	Temporary	
	Fri,Sat	6,7	San Martin	Permanent	
	Fri,Sat	6,7	San Jose	Permanent	
	Fri,Sat	13,14	San Jose	Permanent	
	Fri,Sat	20,21	San Jose	Permanent	
	Saturday	28	No Event	No Event	MEMORIAL DAY WEEKEND
June	Fri,Sat	3,4	San Martin	Permanent	
	Fri,Sat	3,4	San Jose	Permanent	
	Fri,Sat	10,11	San Jose	Permanent	
	Fri,Sat	17,18	San Jose	Permanent	
	Fri,Sat	24,25	San Jose	Permanent	
	Saturday	25	Milpitas	Temporary	

*SUBJECT TO CHANGE

12/30/2014

Attachment D

HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN

1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster, and cleanup process by the City HHW Coordinators is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, and television public access stations. Be aware of communities where multiple language ads will be necessary.

4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit, for special collection of household hazardous waste, from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected can be transported with the HHW Program's hazardous waste transportation vehicle. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Attachment D of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the city's responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

Emergency Planning Contacts and Personnel

Primary County Contact: County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Household Hazardous Waste Program
Rob D'Arcy
Recycling and Waste Reduction Division Manager
408-918-1967

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

Information and Public Affairs

2800 Meadowview Road
Sacramento, CA 95832
916/262-1843
916/262-1841 (voice/TDD)

OES - Coastal Region

1300 Clay Street, Suite 400
Oakland, CA 94612
510/286-0895
510/286-0877 (voice/TDD)

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

INSURANCE REQUIREMENTS FOR
ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance or Pollution Errors and Omissions Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA DELEGATING AUTHORITY TO THE DIRECTOR OF THE CONSUMER AND ENVIRONMENTAL PROTECTION AGENCY , OR DESIGNEE, TO AMEND, TERMINATE, AND TAKE ANY AND ALL NECESSARY OR ADVISABLE ACTIONS RELATING TO AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection (HHW) Program whereby residents of the County and participating jurisdictions will have an opportunity to safely dispose of household hazardous wastes; and

WHEREAS, the participating jurisdictions desire to provide residents with convenient opportunities to safely dispose of their household hazardous waste (HHW) in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, the participating jurisdictions desire to provide a safe, convenient, and economical means for residents to dispose of household hazardous wastes. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

WHEREAS, the participating jurisdictions desire to schedule Household Hazardous Waste Collection Events (Events) for residents for Fiscal Years 2016, 2017, and 2018 (July 1, 2015 - June 30, 2018); and

WHEREAS, the participating jurisdictions desire to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in each participating jurisdiction; and

WHEREAS, the County Board of Supervisors has approved a Countywide AB939 Implementation Fee, as authorized by Public Resources Code 41901, to be collected at \$4.10 in Fiscal Years 2016, 2017, and 2018 on each ton of waste landfilled or incinerated within the county, received at any non-disposal or collection facility located within the county and subsequently transported for disposal or incineration outside of the county, collected from any location within the county by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and

subsequently transported for disposal or incineration outside of the county, or removed from any location in the county by any person or business for disposal or incineration outside the county.

WHEREAS, the County Board of Supervisors has approved that \$1.50 of the Countywide AB939 Implementation Fee would fund local jurisdictions' AB939 compliance activities and \$2.60 of the Fee would fund countywide household hazardous waste services.

WHEREAS, the Board of Supervisors may delegate contracting authority to County officials, and has done so from time to time as deemed necessary and in the interests of the County; and

WHEREAS, delegating authority to the Director of the Consumer and Environmental Protection Agency, or designee, to amend, terminate, and take any and all necessary or advisable actions relating to Agreement for Countywide Household Hazardous Waste Collection Program, following approval by County Counsel as to form and legality and approval by the Office of the County Executive, would facilitate continuity of services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA:

1. The Board of Supervisors of the County of Santa Clara approves entering into the Agreement for Countywide Household Hazardous Waste Collection Program with the participating jurisdictions; and,

//

//

//

//

//

2. The Board of Supervisors delegates authority to the Director of the Consumer and Environmental Protection Agency to amend, terminate, and take any and all necessary or advisable actions regarding the Agreement for Countywide Household Hazardous Waste Collection Program with each jurisdiction, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive, and that said delegation of authority shall expire on June 30, 2018.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____ by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ABSTAIN: Supervisors

Dave Cortese, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

LYNN REGADANZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Michael L. Rossi Date
Deputy County Counsel

**AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM**

This Agreement is made by and between the City of Cupertino (CITY) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2015.

RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and participating jurisdictions will have an opportunity to safely dispose of household hazardous wastes, regardless of the specific location at which the collection has been scheduled; and

WHEREAS, the participating jurisdictions desire to provide residents with convenient opportunities to safely dispose of their household hazardous waste (HHW) in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, the participating jurisdictions desire to provide a safe, convenient, and economical means for residents to dispose of household hazardous wastes. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste. Residents of the CITY listed above will be eligible to bring HHW to any household hazardous waste collection event or facility where these wastes will be accepted for proper disposal as described below; and

WHEREAS, the participating jurisdictions desire to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2016 through FY 2018 (July 1, 2015 – June 30, 2018); and

WHEREAS, the participating jurisdictions desire to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in each participating jurisdiction; and

WHEREAS, the County Board of Supervisors has approved a Countywide AB939 Household Hazardous Waste Fee (AB939 HHW Fee), as authorized by Public Resources Code 41901, to be collected at \$2.60 in FY 2016 through FY 2018 on each ton of waste landfilled or incinerated within the county, received at any non-disposal or collection facility located within the county and subsequently transported for disposal or incineration outside of the county, collected from any location within the county by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or

incineration outside of the county, or removed from any location in the county by any person or business for disposal or incineration outside the county.

NOW, THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

2. PROGRAM FUNDING SOURCE

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The AB939 HHW Fee, of \$2.60 per ton, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services.

Funds derived from the AB939 HHW Fee will be allocated among four types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITY's anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car provides a base level service of 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

The projected AB939 HHW Implementation Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

3. FIXED PROGRAM COST

Fixed Program Costs shall be \$2.47 per household in Fiscal Years 2016, 2017 and 2018. Estimated HHW Fixed Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs may include, but are not limited to ten (10) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

4. ABANDONED WASTE DISPOSAL COST

The existing unexpended non-profit abandoned waste fund balance of approximately \$50,000 will fund disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

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.

5. SAN JOSE FACILITY USE SURCHARGE

The San Jose Facility Use Surcharge is estimated to be \$18.06 per car for Fiscal Years 2016, 2017 and FY 2018. The total San Jose Facility Use Surcharge for CITY will be based on CITY's participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose. Estimated San Jose Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein.

6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$68 per car for Fiscal Years 2016, 2017, and 2018. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs are allocated on a per household basis and the San Jose Facility Use Surcharge is allocated on a per participant basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households in CITY. If the service level of 4% of households is not reached in CITY, the CoHHWCF Program will refund to CITY the remaining balance of funds.

7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Per Car Costs. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events.

8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The Santa Clara County Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing landfill billing system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

9. PROGRAM PUBLICITY

The CoHHW Program shall have available to the public a HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events, community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;

- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing communications to residents for local and city newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of locally produced materials; and,
- Conducting and supporting outreach and publicity to attain the 4% goal of household participation.

10. DELEGATION OF AUTHORITY

The Board of Supervisors delegates all CoHHW Program management to the Consumer and Environmental Protection Agency. The Director of the Consumer and Environmental Protection Agency has the authority to execute all vendor contracts necessary to operate the program, to execute any necessary license agreements, to add additional HHW services provided on a cost recovery basis, to amend any contracts or agreements, and to terminate any contracts or agreements. All contracts, agreements, and amendments shall first be approved by County Counsel as to form and legality and the Office of the County Executive.

11. TEMPORARY HHW EVENTS

COUNTY shall conduct HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

12. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCFs are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin*
- ◆ *San Jose, 1608 Las Plumas, San Jose*

The CoHHWCF will operate a reuse program, offering usable materials to the public at no charge when feasible. The COUNTY shall obtain all necessary permits and

licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

13. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG). A CESQG is defined by federal regulation as a business that generates less than 100 Kilograms (220 lbs.) of hazardous waste or 1 Kilogram (2.2 lbs.) of extremely hazardous waste per month. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. This program will not be subsidized by participating jurisdictions. Services to businesses will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses.

14. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee. Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

15. NONPROFIT CHARITABLE REUSER

A Nonprofit Charitable Reuser organization as established in Public Resources Code Section 41904, is a nonprofit as defined in Section 501(c) (3) of the United States Internal Revenue Code, or a distinct operating unit or division of the charitable organization. A Nonprofit Charitable Reuser is further defined as an organization that reuses and recycles donated material and receives more than 50% of its revenues from the handling and sale of those donated goods or materials. In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the COUNTY Director of Environmental Health a request to be so designated. The Director shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for

CESQGs. No additional costs shall be applied to the budget of a participating jurisdiction.

16. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to materials as defined in Health and Safety Code Section 25218, as amended from time to time, and include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

17. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 13 of this Agreement shall be accepted.

18. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available 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, and abandoned waste collection.

CITY agrees to augment up to an additional \$_____ to the Countywide HHW Program during Fiscal Year 2016 for the purpose of attaining or increasing resident participation above the 4% service level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated at the Variable Cost Per Car rate. Other services will be charged based 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, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

19. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

20. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2016 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

21. OUTSIDE FUNDING

During the term of this agreement, COUNTY will seek outside funding sources to begin services that would supplement existing services such as permanent collection sites, equipment, retail take-back collection and operational funding. If funding is obtained, the Program will, at COUNTY's discretion, proceed with development of additional programs without affecting CITY's available funding allocation.

22. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CoHHW Program is hereby given permission by all participating jurisdictions to apply for future grants and the Oil Payment Program, from the California Department of Resources Recycling and Recovery (CalRecycle). The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply.

23. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of

household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all emergency events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

24. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions and the COUNTY, as described in Section 29 of this Agreement. Summary information concerning these corporate sponsored events will be included in the CoHHW Program's annual report to the participating jurisdictions.

25. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

26. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15, 2016. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

27. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

28. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 25 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events

where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

29. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

30. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2015 to June 30, 2018, or until all revenue from the last quarter's Fee payments has been distributed, whichever is later.

31. EXTENSION OF TERM

This Agreement may be extended for succeeding three-year term if COUNTY and participating jurisdictions so agree in writing.

32. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

33. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

34. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

35. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

36. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of _____	City Representative _____
	Representative's Title _____
	City Address _____

Santa Clara County	Director
	Consumer and Environmental Protection Agency
	1553 Berger Drive
	San Jose, CA 95112

Attachments:

- A Projected Fiscal Years 2016, 2017, and 2018 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018
- C HHW Schedule of Collection Events for Fiscal Year 2016
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

//

//

//

//

IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

“COUNTY”

Dave Cortese, President
Board of Supervisors

Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

LYNN REGADANZ Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Michael L. Rossi Date
Deputy County Counsel

“CITY”

CITY/TOWN OF _____,
A municipal corporation

By: _____

Title: _____

Date: _____

Projected Fiscal Years 2016, 2017, 2018 AB939 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 \$18.06 use surcharge	Variable Cost \$68 per car	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	17,604	704.16	32,902.51	\$ 85,546.53	\$ 43,481.88	\$ 6,918.90	\$ 47,882.88	(12,737.13)	\$ 27,618.25	923	383
Cupertino	21,037	841.48	77,298.88	\$ 200,977.09	\$ 51,961.39	\$ -	\$ 57,220.64	91,795.06		4	0
Gilroy	15,533	621.32	37,660.67	\$ 97,917.74	\$ 38,366.51	\$ 420.24	\$ 42,249.76	16,881.23	\$ 2,494.24	658	23
Los Altos	11,278	451.12	14,608.06	\$ 37,980.96	\$ 27,856.66	\$ 2,181.82	\$ 30,676.16	(22,733.68)	\$ 66,857.52	1,100	121
Los Altos Hills	3,080	123.20	2,013.30	\$ 5,234.58	\$ 7,607.60	\$ 684.52	\$ 8,377.60	(11,435.14)	\$ 22,165.54	281	38
Los Gatos	13,185	527.40	23,552.12	\$ 61,235.51	\$ 32,566.95	\$ 8,781.31	\$ 35,863.20	(15,975.94)	\$ 56,476.74	1,123	486
Milpitas	20,242	809.68	63,180.22	\$ 164,268.57	\$ 49,997.74	\$ 1,572.97	\$ 55,058.24	57,639.62		810	87
Monte Sereno	1,293	51.72	1,414.16	\$ 3,676.82	\$ 3,193.71	\$ 1,137.78	\$ 3,516.96	(4,171.63)	\$ 10,446.67	144	63
Morgan Hill	13,617	544.68	42,705.11	\$ 111,033.29	\$ 33,633.99	\$ 869.06	\$ 37,038.24	39,492.00	\$ 31,505.76	1,008	48
Mountain View	34,173	1,366.92	53,308.92	\$ 138,603.19	\$ 84,407.31	\$ 1,909.97	\$ 92,950.56	(40,664.64)	\$ 61,614.08	1,675	106
Palo Alto	28,546	0.00	41,109.73	\$ 106,885.30		\$ -		106,885.30		0	
San Jose	323,203	12,928.12	553,851.57	\$ 1,440,014.08	\$ 798,311.41	\$ 127,789.59	\$ 879,112.16	(365,199.08)	\$ 365,199.08	12,928	7,076
Santa Clara	45,770	1,830.80	135,911.26	\$ 353,369.28	\$ 113,051.90	\$ 4,345.05	\$ 124,494.40	111,477.93	\$ 130,029.60	3,743	241
Saratoga	11,172	446.88	17,441.99	\$ 45,349.17	\$ 27,594.84	\$ 5,770.55	\$ 30,387.84	(18,404.05)	\$ 52,684.21	951	320
Sunnyvale	56,998	2,279.92	98,182.53	\$ 255,274.58	\$ 140,785.06	\$ 1,081.28	\$ 155,034.56	(41,626.32)	\$ 231,895.76	5,078	60
Unincorporated	18,538	741.52	31,263.28	\$ 81,284.53	\$ 45,788.86	\$ 7,881.48	\$ 50,423.36	(22,809.17)	\$ 92,609.81	1,768	436
Total	635,269	24,268.92	1,226,404.31	\$ 3,188,651.21	\$ 1,498,605.81	\$ 171,344.50	\$ 1,650,286.56	(131,585.66)	\$ 1,151,597.28	32,194	9,488

Notes: No of HH based on 1/1/14 estimates; Anticipated participation based on FY11 actual participation except for Milpitas & SJ. (FY11 actual for these 2 cities are below the 4% of HH); Anticipated SJ facility participation based on FY14 participation at SJ temp events.

ATTACHMENT B

Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018

FIXED COST		
Staff Salary And Benefits	.5 HMPM, Sr. HMS, 3 HMTs, .8 Acct, Sr MA, .5 AMAA, .5AMAB, .8 OSIII,	\$1,048,398
County Admin Overhead	20% of Salary above	\$209,680
County Counsel		\$10,000
Phones and Communications		\$11,000
Facilities Lease Costs	San Jose, Temporary	\$172,000
Vehicle Costs		\$25,528
Computers and software		\$7,000
Office Supplies and postage		\$7,500
Maintenance		\$5,000
Staff Training		\$2,500
ESTIMATED ANNUAL TOTAL		\$1,498,606

ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016

2015/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Saturday	4	No Event	No Event	FOURTH OF JULY
	Fri,Sat	10,11	San Jose	Permanent	
	Fri,Sat	17,18	San Jose	Permanent	
	Saturday	18	Sunnyvale	Temporary	
	Fri,Sat	24,25	San Jose	Permanent	
August	Fri,Sat	31,1	San Martin	Permanent	
	Fri,Sat	31,1	San Jose	Permanent	
	Fri,Sat	7,8	San Jose	Permanent	
	Fri,Sat	14,15	San Jose	Permanent	
	Fri,Sat	21,22	San Jose	Permanent	
	Fri,Sat	28,29	San Jose	Permanent	
September	Saturday	5	No Event	No Event	LABOR DAY WEEKEND
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
	Fri,Sat	25,26	San Jose	Permanent	
	Saturday	26	Santa Clara	Temporary	
October	Fri,Sat	2,3	San Martin	Permanent	
	Fri,Sat	2,3	San Jose	Permanent	
	Fri,Sat	9,10	San Jose	Permanent	
	Fri,Sat	16,17	San Jose	Permanent	
	Saturday	17	Sunnyvale	Temporary	
	Fri,Sat	23,24	San Jose	Permanent	
	Fri,Sat	30,31	San Jose	Permanent	
November	Fri,Sat	6,7	San Martin	Permanent	
	Fri,Sat	6,7	San Jose	Permanent	
	Fri,Sat	13,14	San Jose	Permanent	
	Fri,Sat	20,21	San Jose	Permanent	
	Saturday	28	No Event	No Event	THANKSGIVING
December	Fri,Sat	4,5	San Martin	Permanent	
	Fri,Sat	4,5	San Jose	Permanent	
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
	Saturday	26	No Event	No Event	CHRISTMAS
2016/Jan	Saturday	2	No Event	No Event	NEW YEAR
	Fri,Sat	8,9	San Jose	Permanent	
	Fri,Sat	15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	
	Fri,Sat	22,23	San Jose	Permanent	
	Fri,Sat	29,30	San Jose	Permanent	

ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016-continued

2016/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
February	Fri,Sat	5,6	San Martin	Permanent	
	Fri,Sat	5,6	San Jose	Permanent	
	Fri,Sat	12,13	San Jose	Permanent	
	Fri,Sat	19,20	San Jose	Permanent	
	Fri,Sat	26,27	San Jose	Permanent	
March	Fri,Sat	4,5	San Martin	Permanent	
	Fri,Sat	4,5	San Jose	Permanent	
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
	Fri,Sat	25,26	San Jose	Permanent	
April	Fri,Sat	1,2	San Martin	Permanent	
	Fri,Sat	1,2	San Jose	Permanent	
	Fri,Sat	8,9	San Jose	Permanent	
	Saturday	9	Los Altos	Temporary	
	Fri,Sat	15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	
	Fri,Sat	22,23	San Jose	Permanent	
	Fri,Sat	29,30	San Jose	Permanent	
	Saturday	30	Santa Clara	Temporary	
May	Fri,Sat	6,7	San Martin	Permanent	
	Fri,Sat	6,7	San Jose	Permanent	
	Fri,Sat	13,14	San Jose	Permanent	
	Fri,Sat	20,21	San Jose	Permanent	
	Saturday	28	No Event	No Event	MEMORIAL DAY WEEKEND
June	Fri,Sat	3,4	San Martin	Permanent	
	Fri,Sat	3,4	San Jose	Permanent	
	Fri,Sat	10,11	San Jose	Permanent	
	Fri,Sat	17,18	San Jose	Permanent	
	Fri,Sat	24,25	San Jose	Permanent	
	Saturday	25	Milpitas	Temporary	

*SUBJECT TO CHANGE

12/30/2014

Attachment D

HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN

1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster, and cleanup process by the City HHW Coordinators is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, and television public access stations. Be aware of communities where multiple language ads will be necessary.

4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit, for special collection of household hazardous waste, from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected can be transported with the HHW Program's hazardous waste transportation vehicle. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Attachment D of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the city's responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

Emergency Planning Contacts and Personnel

Primary County Contact: County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Household Hazardous Waste Program
Rob D'Arcy
Recycling and Waste Reduction Division Manager
408-918-1967

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

Information and Public Affairs

2800 Meadowview Road
Sacramento, CA 95832
916/262-1843
916/262-1841 (voice/TDD)

OES - Coastal Region

1300 Clay Street, Suite 400
Oakland, CA 94612
510/286-0895
510/286-0877 (voice/TDD)

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

INSURANCE REQUIREMENTS FOR
ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance or Pollution Errors and Omissions Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**AGREEMENT FOR COUNTYWIDE
HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM**

This Agreement is made by and between the City of San Jose (CITY) and the County of Santa Clara (COUNTY) on the _____ day of _____ 2015.

RECITALS

WHEREAS, the County Board of Supervisors has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the County and participating jurisdictions will have an opportunity to safely dispose of household hazardous wastes, regardless of the specific location at which the collection has been scheduled; and

WHEREAS, the participating jurisdictions desire to provide residents with convenient opportunities to safely dispose of their household hazardous waste (HHW) in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health or environmental hazard; and

WHEREAS, the participating jurisdictions desire to provide a safe, convenient, and economical means for residents to dispose of household hazardous wastes. These wastes include, but are not limited to, common household products such as household cleaning products, spot remover, furniture polish, solvents, oven cleaner, pesticides, oil based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste. Residents of the CITY listed above will be eligible to bring HHW to any household hazardous waste collection event or facility where these wastes will be accepted for proper disposal as described below; and

WHEREAS, the participating jurisdictions desire to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2016 through FY 2018 (July 1, 2015 – June 30, 2018); and

WHEREAS, the participating jurisdictions desire to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in each participating jurisdiction; and

WHEREAS, the County Board of Supervisors has approved a Countywide AB939 Household Hazardous Waste Fee (AB939 HHW Fee), as authorized by Public Resources Code 41901, to be collected at \$2.60 in FY 2016 through FY 2018 on each ton of waste landfilled or incinerated within the county, received at any non-disposal or collection facility located within the county and subsequently transported for disposal or incineration outside of the county, collected from any location within the county by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or

incineration outside of the county, or removed from any location in the county by any person or business for disposal or incineration outside the county.

NOW, THEREFORE, CITY and COUNTY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into an AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

2. PROGRAM FUNDING SOURCE

HHW Program services are directly mandated under AB939, which establishes statutory authority to provide for funding to support planning and implementation of integrated waste management programs. The AB939 HHW Fee, of \$2.60 per ton, collected as part of the AGENCY AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE will be the primary source of funding for CoHHW Program services.

Funds derived from the AB939 HHW Fee will be allocated among four types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San Jose Facility Use Surcharge will be apportioned based on CITY's anticipated participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose.
- C. Variable Cost Per Car provides a base level service of 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding funded on tonnage generated per participating jurisdiction.

The projected AB939 HHW Implementation Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

3. FIXED PROGRAM COST

Fixed Program Costs shall be \$2.47 per household in Fiscal Years 2016, 2017 and 2018. Estimated HHW Fixed Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs may include, but are not limited to ten (10) CoHHW Program staff members, facility leasing costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

4. ABANDONED WASTE DISPOSAL COST

The existing unexpended non-profit abandoned waste fund balance of approximately \$50,000 will fund disposal of HHW illegally abandoned at nonprofit charitable reuser organizations as defined in Public Resources Code Section 41904.

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.

5. SAN JOSE FACILITY USE SURCHARGE

The San Jose Facility Use Surcharge is estimated to be \$18.06 per car for Fiscal Years 2016, 2017 and FY 2018. The total San Jose Facility Use Surcharge for CITY will be based on CITY's participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San Jose. Estimated San Jose Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein.

6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$68 per car for Fiscal Years 2016, 2017 and 2018. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San Jose Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in a particular jurisdiction, the CoHHW Program will use the remaining balance of funds, in cooperation with the CITY that has less than 4% participation levels, to increase public outreach and/or provide additional services in that jurisdiction the following year.

7. AVAILABLE DISCRETIONARY FUNDING

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San Jose Facility Use Surcharge, and Variable Per Car Costs. Available Discretionary Funds will be paid as directed by each jurisdiction. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events.

8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE

The Santa Clara County Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing landfill billing system. Administration and payment will be made in accordance with the AGREEMENT FOR COUNTYWIDE AB939 IMPLEMENTATION FEE. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

9. PROGRAM PUBLICITY

The CoHHW Program shall have available to the public a HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events, community fairs. The brochure may also be distributed, upon request, to cities within the County and to County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;

- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing communications to residents for local and city newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of locally produced materials; and,
- Conducting and supporting outreach and publicity to attain the 4% goal of household participation.

10. DELEGATION OF AUTHORITY

The Board of Supervisors delegates all CoHHW Program management to the Consumer and Environmental Protection Agency. The Director of the Consumer and Environmental Protection Agency has the authority to execute all vendor contracts necessary to operate the program, to execute any necessary license agreements, to add additional HHW services provided on a cost recovery basis, to amend any contracts or agreements, and to terminate any contracts or agreements. All contracts, agreements, and amendments shall first be approved by County Counsel as to form and legality and the Office of the County Executive.

11. TEMPORARY HHW EVENTS

COUNTY shall conduct HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

12. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCFs are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin*
- ◆ *San Jose, 1608 Las Plumas, San Jose*

The CoHHWCF will operate a reuse program, offering usable materials to the public at no charge when feasible. The COUNTY shall obtain all necessary permits and

licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

13. SMALL BUSINESS RECYCLING AND DISPOSAL PROGRAM

COUNTY will provide services to accept hazardous waste from Conditionally Exempt Small Quantity Generators (CESQG). A CESQG is defined by federal regulation as a business that generates less than 100 Kilograms (220 lbs.) of hazardous waste or 1 Kilogram (2.2 lbs.) of extremely hazardous waste per month. Eligible businesses within the County will be allowed to bring their hazardous waste to CoHHWCF. This program will not be subsidized by participating jurisdictions. Services to businesses will be provided on a cost recovery basis, which will include program administration, on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating businesses.

14. ABANDONED HOUSEHOLD HAZARDOUS WASTE

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee. Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for CESQGs.

15. NONPROFIT CHARITABLE REUSER

A Nonprofit Charitable Reuser organization as established in Public Resources Code Section 41904, is a nonprofit as defined in Section 501(c) (3) of the United States Internal Revenue Code, or a distinct operating unit or division of the charitable organization. A Nonprofit Charitable Reuser is further defined as an organization that reuses and recycles donated material and receives more than 50% of its revenues from the handling and sale of those donated goods or materials. In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the COUNTY Director of Environmental Health a request to be so designated. The Director shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the cost for disposal of the abandoned HHW from Nonprofit Charitable Reusers is equal to the available funds, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's published rates for

CESQGs. No additional costs shall be applied to the budget of a participating jurisdiction.

16. HOUSEHOLD HAZARDOUS WASTES ACCEPTED

HHW accepted by the CoHHW Program shall be limited to materials as defined in Health and Safety Code Section 25218, as amended from time to time, and include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals, household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, e-waste and other common hazardous consumer products.

17. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from CESQGs as provided for in Section 13 of this Agreement shall be accepted.

18. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY may elect to augment funding provided for in this Agreement with CITY funds. Additional services shall be made available 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, and abandoned waste collection.

CITY agrees to augment up to an additional \$_____ to the Countywide HHW Program during Fiscal Year 2016 for the purpose of attaining or increasing resident participation above the 4% service level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. COUNTY must use the CITY'S augmentation funds before using CITY'S Available Discretionary Funding portion of the AB939 HHW Fee.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30th. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

19. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

20. SCHEDULING AND SITE SELECTION

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some of the jurisdictions participating in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2016 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

21. OUTSIDE FUNDING

During the term of this agreement, COUNTY will seek outside funding sources to begin services that would supplement existing services such as permanent collection sites, equipment, retail take-back collection and operational funding. If funding is obtained, the Program will, at COUNTY's discretion, proceed with development of additional programs without affecting CITY's available funding allocation.

22. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION

The CoHHW Program is hereby given permission by all participating jurisdictions to apply for future grants and the Oil Payment Program, from the California Department of Resources Recycling and Recovery (CalRecycle). The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply.

23. EMERGENCY SERVICES

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and COUNTY responsibilities for the collection of

household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from the State Department of Toxic Substances Control and will handle wastes in accordance with State law. COUNTY will bill CITY for all emergency events on a cost recovery basis and all payments shall be due COUNTY within thirty days following the receipt of the invoice.

24. PRIVATE SPONSORED EVENTS

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions and the COUNTY, as described in Section 29 of this Agreement. Summary information concerning these corporate sponsored events will be included in the CoHHW Program's annual report to the participating jurisdictions.

25. INSURANCE REQUIREMENTS

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

26. WASTE TRACKING AND REPORTING

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15, 2016. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

27. PARTICIPATION REPORTING

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

28. HOLD HARMLESS AND INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 25 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events

where non-county resident employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the cities and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require CESQGs and Nonprofit Charitable Reusers to indemnify COUNTY for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The CESQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to CESQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

29. TERMINATION

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

30. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2015 to June 30, 2018, or until all revenue from the last quarter's Fee payments has been distributed, whichever is later.

31. EXTENSION OF TERM

This Agreement may be extended for succeeding three-year term if COUNTY and participating jurisdictions so agree in writing.

32. INDEPENDENT CONTRACTOR

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

33. EXECUTION BY COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

34. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

35. ENTIRE AGREEMENT

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

36. NOTICES

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of _____	City Representative _____
	Representative's Title _____
	City Address _____

Santa Clara County	Director
	Consumer and Environmental Protection Agency
	1553 Berger Drive
	San Jose, CA 95112

Attachments:

- A Projected Fiscal Years 2016, 2017, and 2018 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018
- C HHW Schedule of Collection Events for Fiscal Year 2016
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit B-2D (revised) Insurance Requirements for Environmental Services Contracts

//

//

//

//

IN WITNESS WHEREOF, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

“COUNTY”

Dave Cortese, President
Board of Supervisors

Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

LYNN REGADANZ Date
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Michael L. Rossi Date
Deputy County Counsel

“CITY”

CITY/TOWN OF _____,
A municipal corporation

By: _____

Title: _____

Date: _____

Projected Fiscal Years 2016, 2017, 2018 AB939 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 \$18.06 use surcharge	Variable Cost \$68 per car	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	17,604	704.16	32,902.51	\$ 85,546.53	\$ 43,481.88	\$ 6,918.90	\$ 47,882.88	(12,737.13)	\$ 27,618.25	923	383
Cupertino	21,037	841.48	77,298.88	\$ 200,977.09	\$ 51,961.39	\$ -	\$ 57,220.64	91,795.06		4	0
Gilroy	15,533	621.32	37,660.67	\$ 97,917.74	\$ 38,366.51	\$ 420.24	\$ 42,249.76	16,881.23	\$ 2,494.24	658	23
Los Altos	11,278	451.12	14,608.06	\$ 37,980.96	\$ 27,856.66	\$ 2,181.82	\$ 30,676.16	(22,733.68)	\$ 66,857.52	1,100	121
Los Altos Hills	3,080	123.20	2,013.30	\$ 5,234.58	\$ 7,607.60	\$ 684.52	\$ 8,377.60	(11,435.14)	\$ 22,165.54	281	38
Los Gatos	13,185	527.40	23,552.12	\$ 61,235.51	\$ 32,566.95	\$ 8,781.31	\$ 35,863.20	(15,975.94)	\$ 56,476.74	1,123	486
Milpitas	20,242	809.68	63,180.22	\$ 164,268.57	\$ 49,997.74	\$ 1,572.97	\$ 55,058.24	57,639.62		810	87
Monte Sereno	1,293	51.72	1,414.16	\$ 3,676.82	\$ 3,193.71	\$ 1,137.78	\$ 3,516.96	(4,171.63)	\$ 10,446.67	144	63
Morgan Hill	13,617	544.68	42,705.11	\$ 111,033.29	\$ 33,633.99	\$ 869.06	\$ 37,038.24	39,492.00	\$ 31,505.76	1,008	48
Mountain View	34,173	1,366.92	53,308.92	\$ 138,603.19	\$ 84,407.31	\$ 1,909.97	\$ 92,950.56	(40,664.64)	\$ 61,614.08	1,675	106
Palo Alto	28,546	0.00	41,109.73	\$ 106,885.30		\$ -		106,885.30		0	
San Jose	323,203	12,928.12	553,851.57	\$ 1,440,014.08	\$ 798,311.41	\$ 127,789.59	\$ 879,112.16	(365,199.08)	\$ 365,199.08	12,928	7,076
Santa Clara	45,770	1,830.80	135,911.26	\$ 353,369.28	\$ 113,051.90	\$ 4,345.05	\$ 124,494.40	111,477.93	\$ 130,029.60	3,743	241
Saratoga	11,172	446.88	17,441.99	\$ 45,349.17	\$ 27,594.84	\$ 5,770.55	\$ 30,387.84	(18,404.05)	\$ 52,684.21	951	320
Sunnyvale	56,998	2,279.92	98,182.53	\$ 255,274.58	\$ 140,785.06	\$ 1,081.28	\$ 155,034.56	(41,626.32)	\$ 231,895.76	5,078	60
Unincorporated	18,538	741.52	31,263.28	\$ 81,284.53	\$ 45,788.86	\$ 7,881.48	\$ 50,423.36	(22,809.17)	\$ 92,609.81	1,768	436
Total	635,269	24,268.92	1,226,404.31	\$ 3,188,651.21	\$ 1,498,605.81	\$ 171,344.50	\$ 1,650,286.56	(131,585.66)	\$ 1,151,597.28	32,194	9,488

Notes: No of HH based on 1/1/14 estimates; Anticipated participation based on FY11 actual participation except for Milpitas & SJ. (FY11 actual for these 2 cities are below the 4% of HH); Anticipated SJ facility participation based on FY14 participation at SJ temp events.

ATTACHMENT B

Estimated HHW Program Fixed Costs for Fiscal Years 2016, 2017, and 2018

FIXED COST		
Staff Salary And Benefits	.5 HMPM, Sr. HMS, 3 HMTs, .8 Acct, Sr MA, .5 AMAA, .5AMAB, .8 OSIII,	\$1,048,398
County Admin Overhead	20% of Salary above	\$209,680
County Counsel		\$10,000
Phones and Communications		\$11,000
Facilities Lease Costs	San Jose, Temporary	\$172,000
Vehicle Costs		\$25,528
Computers and software		\$7,000
Office Supplies and postage		\$7,500
Maintenance		\$5,000
Staff Training		\$2,500
ESTIMATED ANNUAL TOTAL		\$1,498,606

ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016

2015/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Saturday	4	No Event	No Event	FOURTH OF JULY
	Fri,Sat	10,11	San Jose	Permanent	
	Fri,Sat	17,18	San Jose	Permanent	
	Saturday	18	Sunnyvale	Temporary	
	Fri,Sat	24,25	San Jose	Permanent	
August	Fri,Sat	31,1	San Martin	Permanent	
	Fri,Sat	31,1	San Jose	Permanent	
	Fri,Sat	7,8	San Jose	Permanent	
	Fri,Sat	14,15	San Jose	Permanent	
	Fri,Sat	21,22	San Jose	Permanent	
	Fri,Sat	28,29	San Jose	Permanent	
September	Saturday	5	No Event	No Event	LABOR DAY WEEKEND
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
	Fri,Sat	25,26	San Jose	Permanent	
	Saturday	26	Santa Clara	Temporary	
October	Fri,Sat	2,3	San Martin	Permanent	
	Fri,Sat	2,3	San Jose	Permanent	
	Fri,Sat	9,10	San Jose	Permanent	
	Fri,Sat	16,17	San Jose	Permanent	
	Saturday	17	Sunnyvale	Temporary	
	Fri,Sat	23,24	San Jose	Permanent	
	Fri,Sat	30,31	San Jose	Permanent	
November	Fri,Sat	6,7	San Martin	Permanent	
	Fri,Sat	6,7	San Jose	Permanent	
	Fri,Sat	13,14	San Jose	Permanent	
	Fri,Sat	20,21	San Jose	Permanent	
	Saturday	28	No Event	No Event	THANKSGIVING
December	Fri,Sat	4,5	San Martin	Permanent	
	Fri,Sat	4,5	San Jose	Permanent	
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
	Saturday	26	No Event	No Event	CHRISTMAS
2016/Jan	Saturday	2	No Event	No Event	NEW YEAR
	Fri,Sat	8,9	San Jose	Permanent	
	Fri,Sat	15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	
	Fri,Sat	22,23	San Jose	Permanent	
	Fri,Sat	29,30	San Jose	Permanent	

ATTACHMENT C: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2016-continued

2016/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
February	Fri,Sat	5,6	San Martin	Permanent	
	Fri,Sat	5,6	San Jose	Permanent	
	Fri,Sat	12,13	San Jose	Permanent	
	Fri,Sat	19,20	San Jose	Permanent	
March	Fri,Sat	26,27	San Jose	Permanent	
	Fri,Sat	4,5	San Martin	Permanent	
	Fri,Sat	4,5	San Jose	Permanent	
	Fri,Sat	11,12	San Jose	Permanent	
	Fri,Sat	18,19	San Jose	Permanent	
April	Fri,Sat	25,26	San Jose	Permanent	
	Fri,Sat	1,2	San Martin	Permanent	
	Fri,Sat	1,2	San Jose	Permanent	
	Fri,Sat	8,9	San Jose	Permanent	
	Saturday	9	Los Altos	Temporary	
	Fri,Sat	15,16	San Jose	Permanent	
	Saturday	16	Sunnyvale	Temporary	
	Fri,Sat	22,23	San Jose	Permanent	
	Fri,Sat	29,30	San Jose	Permanent	
May	Saturday	30	Santa Clara	Temporary	
	Fri,Sat	6,7	San Martin	Permanent	
	Fri,Sat	6,7	San Jose	Permanent	
	Fri,Sat	13,14	San Jose	Permanent	
	Fri,Sat	20,21	San Jose	Permanent	
	Saturday	28	No Event	No Event	MEMORIAL DAY WEEKEND
June	Fri,Sat	3,4	San Martin	Permanent	
	Fri,Sat	3,4	San Jose	Permanent	
	Fri,Sat	10,11	San Jose	Permanent	
	Fri,Sat	17,18	San Jose	Permanent	
	Fri,Sat	24,25	San Jose	Permanent	
	Saturday	25	Milpitas	Temporary	

*SUBJECT TO CHANGE

12/30/2014

Attachment D

HOUSEHOLD HAZARDOUS WASTE EMERGENCY COLLECTION PLAN

1. PURPOSE

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and the Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

2. Timing of HHW

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster, and cleanup process by the City HHW Coordinators is essential.

3. Public Information/Notification:

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, and television public access stations. Be aware of communities where multiple language ads will be necessary.

4. State HHW Collection Permits

The State Department of Toxic Substances Control (DTSC) is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit, for special collection of household hazardous waste, from DTSC through their expedited approval process.

5. Collection Events

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, neighborhoods needing service, and at landfills or a centralized location to service larger segments of the population. Waste collected can be transported with the HHW Program's hazardous waste transportation vehicle. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

- *San Martin, 13055 Murphy Ave, San Martin*
- *San Jose, 1608 Las Plumas, San Jose*

6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Attachment D of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

7. State and Federal Assistance and Funds

It is the city's responsibility to pursue reimbursement from State or Federal agencies.

State Office of Emergency Services (OES)

The OES is responsible for requesting assistance on behalf of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction is declared a state disaster area, and the local jurisdiction deems that the needs of the disaster response are beyond its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. The State Department of Toxic Substances Control may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the State OES. Funding and assistance may be available from Federal agencies such as FEMA and the U.S. EPA.

Damage estimates: The city should provide to the State OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or State OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from EPA.

REFERENCES

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

Emergency Planning Contacts and Personnel

Primary County Contact: County of Santa Clara
Consumer and Environmental Protection Agency
Recycling and Waste Reduction Division
Household Hazardous Waste Program
Rob D'Arcy
Recycling and Waste Reduction Division Manager
408-918-1967

Responsibility: Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and CESQG services in consultation with the City and other operations.

Information and Public Affairs

2800 Meadowview Road
Sacramento, CA 95832
916/262-1843
916/262-1841 (voice/TDD)

OES - Coastal Region

1300 Clay Street, Suite 400
Oakland, CA 94612
510/286-0895
510/286-0877 (voice/TDD)

CHEMTREC Emergency number, (800) 424-9300
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

INSURANCE REQUIREMENTS FOR
ENVIRONMENTAL SERVICES CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2D (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2D (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance or Pollution Errors and Omissions Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

EXHIBIT B-2D (revised)

- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or

EXHIBIT B-2D (revised)

countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

TAC Prioritization List				
Short Term Projects- next 12 months:	Priority	Assign to?	Timeline	Comments
County				
• Ensure food rescue study is properly conducted	1	County	in progress	
• Revamp the reporting methods for all solid waste and recycling facilities in the County.	1	County	2015	in budget
• Assist new Home Composting contractor in ramp up and expansion	1	County	in progress	
• Changes to the disposal fee in light of declining tonnages. Map a strategy to help keep programs funded	1	County	2015	goes into effect July 2016
• Focus on getting organics out of the waste stream (commercial then residential)	2	County	2015/16	Do a survey to determine who has programs in place. Check with Heidi on Sierra Club's survey.
• Food waste prevention education/actions/activities	1	County	in progress	\$15,000 was approved for BayRoc campaign
• Pursue Home Composting grants when they fit mission (who would be responsible for this one?)	3	County	ongoing	ask UC extension about opportunities, County would apply if any available
• Pharmaceutical take-back ordinance for County	1	County	2015	Rob is working on, update?
IC				
• Fund PubEd sub-committee.	1	IC	2015	include in next budget planning cycle
• Fund BAYROC (Bay Area Recycling Outreach Campaign)	1	IC	asap	Funding proposal before IC
Pub ED				
• Develop guidelines to prevent use of "talking" political campaign pieces (similar to greeting cards)	1	Pub Ed	2015	
• Promote the use of the <i>RecycleStuff.org</i> website and the hotline. Much of the public doesn't know it exists		Pub Ed	Pub Ed to review and prioritize all of these items	
• Sorting recyclables at home – ideas for sorting at home		Pub Ed		
• Review the Godbe Research report that was done for Pub Ed		Pub Ed		
• Collective 2015 Earth Day Campaign		Pub Ed		look at for 2016, too late for 2015
• Regional zero waste messaging		Pub Ed		
• Come up with Top 10 List of Most Common Recyclable Items that all jurisdictions can agree upon		Pub Ed		
SRR				
• Provide a standardized Countywide C&D ordinance and reporting structure for all construction	2	SRR	2015/16	Assistance from CalRecycle
• Review local waste composition/characterization studies and identify some priorities	2	SRR	2015/16	
TAC				
• Product Stewardship support	1	TAC	ongoing	
• More tours of local facilities (similar to Goodwill tour/private business tour through SVLG)	2	TAC	agendaize/ongoing	Ask SVLG for assistance with business tours

Long Term Projects (1 – 3 years)				
County				
• Revenue collection of AB 939 fees outside county	1	County	on going	
• Change Disposal (Planning) Fee	1	IC/County	2015	
Enforcement				
• Countywide anti-scavenger regulations and enforcement (x2)	1	Enforcement		Review & recommend
• Certification and tracking of all solid waste and recyclable haulers to eliminate franchise violations	2	Enforcement		Review & recommend/jurisdictional?
IC				
• Long term funding for Pub Ed sub-committee	1	IC	2016	discuss during budget process
• Revenue stabilization, fees away from tonnage basis (review Alameda County restructure of HHW)	3	IC	2017	
Ops				
• Regional processing of materials after an emergency event (earthquake, other)	1	Ops	2015	Coordination with SVLG?
• Capacity for Solid Waste and Compost Processing	1	Ops	ongoing	
• Landfill capacity? Does this compete with ZW goals?	1	Ops	ongoing annual task	Have Ops do survey on annual basis
• MFD/Commercial development review/space allocation (guidelines)	2	Ops	2016	Look at SF's guidelines
• Maintain/find sustainable funding/ fiscal solvency for countywide operations (x2)	1	in progress	2015	
Pub ED				
• Disposable Diapers		Pub Ed		
• Public/private partnerships (similar to Earthquakes campaign)		Pub Ed		
• Community Engagement		Pub Ed		
• Clean up the recycling stream (is this an issue?)		Pub Ed		
• Focus on schools in order to effect change at residences		Pub Ed		
• Universal iconography, terminologies and colors to use on waste receptacles		Pub Ed		
• Coordinated Countywide outreach in order to find common thread, have effective outreach to change behavior, use Community Based Social Marketing, use SJSU to help		Pub Ed		
• Increase www.ReduceWaste.org Website/Online presence		Pub Ed		
• Truth-telling in Products and Recycling		Pub Ed		
				Pub Ed to review and prioritize all of these items
SRR				
• Push forward more zero waste activities that we can implement across multiple jurisdictions	1	SRR	2015/16	
• Establish a committee to set up long term (short term, too?) priorities for TAC	1	SRR	in progress	
• Impliment recommendations of food rescue study	1	SRR	2015	
• Prioritize implementation of compost collection (x2)/ordinance?	2	SRR/County	2015/16	Review Alameda County ordinance
TAC				
• Review of SJ's wet/dry sort. Is it working--why/why not (tweaks)? Can/should it be adopted by other cities?	1	TAC	2015	Presentation at TAC
• Blight/Public Health	2	TAC	ongoing	Hold annual meeting with SCVRRP/ZLI
• Stronger balance with business and environmental initiatives	2	TAC	2016	SVLG coordination/opportunities
ZW				
• Develop comprehensive plan for solid waste with goals/priorities		ZW?		ZW goals exist, is this different?
ZW planning, What goals to reach by when, determine infrastructure needs	2	ZW	2015/16	
Unassigned (need clarification)				
• Consumption/life cycle	?	?	?	Need clarification on this one
• Emerging Products	?	?	?	Need clarification on this one
• MFD/Commercial contamination mitigation	n/a?			Jurisdictional roll?
• Identify more markets for items as we get closer to Zero Waste	?			Need clarification on this one
• Improve Recycling Markets	?			Need clarification on this one
• Role of government to develop/improve markets	?	?	?	Need clarification on this one
• Partnerships with non-profit organizations	?	?	?	Need clarification on this one
• Implementation of regulations as they are passed	n/a?			Jurisdictional roll?
• Emphasize higher capture rates for existing programs (paper, recycling, compost, etc)	?	?	?	Need clarification on this one

1st Quarter 2014 (January - March):				Due Date: June 15, 2014					
Facility	Date Received	Amount	Notes	Date Received	Tonnage	Notes	AB939	SWPF	HHW
	Check			Report			\$ 1.50	\$ 0.78	\$ 2.60
Landfill									
Guadalupe	May 21, 2014	\$ 308,479.44		May 22, 2014	63,213.00		\$ 94,819.50	\$ 49,306.14	\$ 164,353.80
Kirby Canyon	May 21, 2014	\$ 196,956.80		May 21, 2014	40,360.00	short	\$ 60,540.00	\$ 31,480.80	\$ 104,936.00
Newby Island	June 17, 2014	\$ 670,316.80				late	\$ -	\$ -	\$ -
Pacheco Pass							\$ -	\$ -	\$ -
Palo Alto	closed	closed					\$ -	\$ -	\$ -
Zanker MPF	June 13, 2014	\$ 133,809.60		June 16, 2014			\$ -	\$ -	\$ -
Zanker Road	June 13, 2014	\$ 12,731.92		June 16, 2014			\$ -	\$ -	\$ -
Non-Disposal Facility									
EcoBox	July 25, 2014			June 20, 2014	578.00	late			
Green Team	June 9, 2014	\$ 1,263.43		July 22, 2014		late	\$ -	\$ -	\$ -
GreenWaste	June 6, 2014	\$ 64,918.64		June 6, 2014	13,303.00		\$ 19,954.50	\$ 10,376.34	\$ 34,587.80
Mission Trail	closed	closed					\$ -	\$ -	\$ -
Pacheco Pass	May 5, 2014	\$ 7,315.12					\$ -	\$ -	\$ -
Pacific Coast Recycling	September 22, 2014	\$ 4,024.77		September 19, 2014	776.00	late/pd	\$ 1,164.00	\$ 605.28	\$ 2,017.60
Premier Recycling	June 23, 2014	\$ 20,666.31		April 18, 2014	4,234.94		\$ 6,352.41	\$ 3,303.25	\$ 11,010.84
Rock Tenn	closed	closed					\$ -	\$ -	\$ -
San Martin TS	May 23, 2014	\$ 87,156.80		May 23, 2014	17,860.00		\$ 26,790.00	\$ 13,930.80	\$ 46,436.00
Valley Recycling							\$ -	\$ -	\$ -
Z-Best	June 13, 2014	\$ 4,035.76		June 13, 2014	827.00		\$ 1,240.50	\$ 645.06	\$ 2,150.20
Zanker MPF	June 13, 2014			June 16, 2014					
Zanker Road	June 13, 2014			June 16, 2014					
Total		\$ 1,511,675.39					\$ 210,860.91	\$ 109,647.67	\$ 365,492.24

2nd Quarter 2014 (April-June):							Due Date: September 15, 2014		
Facility	Date Received Check	Amount	Notes	Date Received Report	Tonnage	Notes	AB939 \$ 1.50	SWPF \$ 0.78	HHW \$ 2.60
Landfill									
Guadalupe	July 21, 2014	\$ 235,430.72		July 28, 2014	48244.00		\$ 72,366.00	\$ 37,630.32	\$ 125,434.40
Kirby Canyon	July 21, 2014	\$ 222,147.36		August 5, 2014	45522.00		\$ 68,283.00	\$ 35,507.16	\$ 118,357.20
Newby Island		\$ 733,815.36				late	\$ -	\$ -	\$ -
Pacheco Pass	closed				0.00		\$ -	\$ -	\$ -
Palo Alto	-	-		July 16, 2014	0.00		\$ -	\$ -	\$ -
Zanker MPF	September 12, 2014	\$ 31,062.00		September 16, 2014		late/pd	\$ -	\$ -	\$ -
Zanker Road	September 12, 2014	\$ 2,141.00		September 16, 2014		late/pd	\$ -	\$ -	\$ -
Non-Disposal Facility									
EcoBox						late	\$ -	\$ -	\$ -
Green Team	closed	\$ 200.00					\$ -	\$ -	\$ -
GreenWaste	September 12, 2014	\$ 76,186.56		September 12, 2014	15612.00		\$ 23,418.00	\$ 12,177.36	\$ 40,591.20
Mission Trail	July 29, 2014	\$ -		July 29, 2014			\$ -	\$ -	\$ -
Pacheco Pass	August 1, 2014	\$ 8,023.31		August 5, 2014	1644.00		\$ 2,466.00	\$ 1,282.32	\$ 4,274.40
Pacific Coast Recycling							\$ -	\$ -	\$ -
Premier Recycling	August 29, 2014	\$ 28,483.02		August 29, 2014	5795.70		\$ 8,693.55	\$ 4,520.65	\$ 15,068.82
Rock Tenn	closed						\$ -	\$ -	\$ -
San Martin TS	August 15, 2014	\$ 86,849.36		July 15, 2014	17796.87		\$ 26,695.31	\$ 13,881.56	\$ 46,271.86
Valley Recycling						late	\$ -	\$ -	\$ -
Z-Best	September 12, 2014	\$ 1,605.52		September 12, 2014	329.00		\$ 493.50	\$ 256.62	\$ 855.40
Zanker MPF	September 12, 2014	\$ 200.00		September 16, 2014			\$ -	\$ -	\$ -
Zanker Road	September 12, 2014	\$ 200.00		September 16, 2014			\$ -	\$ -	\$ -
Total		\$ 1,426,344.21					\$ 202,415.36	\$ 105,255.98	\$ 350,853.28

4th Quarter 2014 (October-December): Due Date: March 15, 2015										
Facility	Date Received Check	Amount	Notes	Date Received Report	Tonnage	Notes	AB939 \$ 1.50	SWPF \$ 0.78	HHW \$ 2.60	
Landfill										
Guadalupe							\$ -	\$ -	\$ -	
Kirby Canyon							\$ -	\$ -	\$ -	
Newby Island							\$ -	\$ -	\$ -	
Pacheco Pass							\$ -	\$ -	\$ -	
Palo Alto							\$ -	\$ -	\$ -	
Zanker MPF							\$ -	\$ -	\$ -	
Zanker Road							\$ -	\$ -	\$ -	
Non-Disposal Facility										
EcoBox										
Green Team							\$ -	\$ -	\$ -	
GreenWaste							\$ -	\$ -	\$ -	
Mission Trail							\$ -	\$ -	\$ -	
Pacheco Pass	February 2, 2015	\$ 13,393.45					\$ -	\$ -	\$ -	
Pacific Coast Recycling							\$ -	\$ -	\$ -	
Premier Recycling							\$ -	\$ -	\$ -	
Rock Tenn							\$ -	\$ -	\$ -	
San Martin TS	January 23, 2015	\$ 95,896.88		January 15, 2015	19,651.00		\$ 29,476.50	\$ 15,327.78	\$ 51,092.60	
Valley Recycling							\$ -	\$ -	\$ -	
Z-Best							\$ -	\$ -	\$ -	
Zanker MPF							\$ -	\$ -	\$ -	
Zanker Road							\$ -	\$ -	\$ -	
Total		\$ 109,290.33					\$ 29,476.50	\$ 15,327.78	\$ 51,092.60	

**Green Business Program
FY14**

City	Enrolled Prior to FY15	Certified Prior to FY15	Re-certified Prior to FY15	Enrolled in FY15	Certified in FY15	Re-certified in FY15	2nd Re-certification in FY15	Dropped from Program	Total Recertified	Total Enrolled	Total Certified
Campbell	40	12	6	2	0	1	0	12	7	42	12
Cupertino	94	35	9	8	2	3	4	10	12	102	37
Gilroy	25	10	8	0	0	0	0	2	8	25	10
Los Altos	22	18	11	1	0	0	1	4	11	23	18
Los Altos Hills	2	2	0	0	0	0	0	2	0	2	2
Los Gatos	71	36	9	3	3	1	1	17	10	74	39
Milpitas	24	9	1	1	0	0	0	6	1	25	9
Monte Sereno	0	0	0	0	0	0	0	0	0	0	0
Morgan Hill	42	20	3	1	1	0	1	13	3	43	21
Mountain View	141	81	28	13	1	0	0	35	28	154	82
Palo Alto	442	111	24	3	0	2	0	75	26	445	111
San Jose	450	233	71	29	5	7	3	130	78	479	238
Santa Clara	89	34	9	7	1	1	0	13	10	96	35
Saratoga	13	6	2	0	0	0	0	4	2	13	6
Sunnyvale	26	51	26	8	4	1	2	19	27	34	55
Unincorporated ⁽¹⁾	8	4	0	0	0	0	0	1	0	8	4
TOTAL	1489	662	207	76	17	16	12	343	223	1565	679

1 - all inquiries are placed under Unincorporated as many of those inquiring do not state the city their business is in.

2 - this is total enrolled since inception of the program and represents both those businesses that have been certified and those still in process

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
EXPENDITURE REPORT
July 1, 2014 - December 31, 2014**

Oil Payment Program (OPP4)		\$188,582.36
Permanent		
Salaries & benefits		\$48,812.99
Overhead		\$10,350.23
Contractor labor		\$36,298.42
Contractor supplies		\$2,789.92
Oil recycling		\$3,575.00
Filter recycling		\$150.00
Sub-total		\$101,976.56
Temporary		
Salaries & benefits		\$1,606.26
Overhead		\$340.49
Contractor labor		\$4,407.81
Oil Recycling		\$520.00
Filter recycling		\$35.00
Sub-total		\$6,909.56
Shared cost per car		
Salaries & benefits		\$32,916.91
Overhead		\$7,035.92
Public Outreach		\$6,168.75
Non-Osha labor		\$12,568.50
Safety shoes		\$127.22
Printing		\$1,350.63
Services and Supplies-Others		\$15,893.77
Sub-total		\$76,061.70
Certified Center		
Salaries & benefits		\$2,628.17
Overhead		\$556.37
Oil filter recycling claim		\$450.00
Sub-total		\$3,634.54

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
EXPENDITURE REPORT
July 1, 2014 - December 31, 2014**

CITY OF SAN JOSE - OUTREACH	\$21,856.25
Public Outreach	\$21,856.25

NO DRUGS DOWN THE DRAIN	\$1,721.42
Salaries & benefits	\$1,553.21
Overhead	\$168.21

KAISER PHARMACEUTICAL COLLECTION	\$571.99
Salaries & benefits	\$516.10
Overhead	\$55.89

CESQG	(\$18,120.15)
Salaries & benefits	\$7,953.05
Overhead	\$1,834.77
CESQG Credit	(\$32,644.20)
Contractor Labor (Permanent)	\$4,708.00
Credit card fee	\$28.23

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
EXPENDITURE REPORT
July 1, 2014 - December 31, 2014**

AB939 FIXED COST	\$636,005.57
Salaries & benefits	\$394,600.97
Overhead	\$91,262.42
Advertising	(\$3,412.90)
County Counsel legal services	\$479.20
County supplies	\$1,997.01
Credit Card Fee	\$791.04
Equipments	\$565.16
Facilities lease costs	\$74,568.95
Fuel	\$1,346.21
Garbage	\$12,489.39
Haz Mat physical	\$835.50
Services and suplies-other	\$12,531.64
Impact fees	\$10,626.00
Maintenance	\$6,437.32
Membership	\$9,795.12
Non-Osha	\$38.00
Office supplies	\$1,476.88
Phones	\$2,901.04
Postage	\$468.47
Rental - Lockers	\$19.95
Rental - Porta potties	\$1,885.57
Training and conferences	\$822.01
Vehicle lease costs	\$13,480.62

UWASTE - FIXED	\$12,512.64
Salaries & benefits	\$10,158.97
Overhead	\$2,343.67
Public Outreach	\$10.00

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
EXPENDITURE REPORT
July 1, 2014 - December 31, 2014**

ABANDONED WASTE	\$1,427.64
Salaries & benefits	\$1,160.02
Overhead	\$267.62

USED OIL COMPETITIVE	\$6,767.31
Salaries & benefits	\$1,189.09
Overhead	\$274.32
Public Outreach	\$5,303.90

HD20	\$65,513.54
Salaries & benefits	\$6,029.11
Overhead	\$1,390.92
Education	\$12,337.50
Equipment (Forklift)	\$19,546.73
Upgrade/Expansion (Canopy)	\$26,209.28

CITY OF SUNNYVALE- Door to Door	\$509.39
Salaries & benefits	\$413.90
Overhead	\$95.49

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
EXPENDITURE REPORT
July 1, 2014 - December 31, 2014**

VARIABLE COST		\$446,366.54
Permanent		
Contractor labor		\$130,279.83
Contractor supplies		\$49,428.50
Retention		\$95,918.00
Waste disposal		\$123,606.40
Sub-total		\$399,232.73
Temporary		
Contractor labor		\$10,617.94
Contractor supplies		(\$420.00)
Fixed cost		\$5,600.00
Retention		\$6,887.00
Waste disposal		\$9,272.00
Sub-total		\$31,956.94
Shared cost per car		
Contractor labor		\$417.21
Non-OSHA labor		\$14,055.25
Sharps recycling		\$704.41
Sub-total		\$15,176.87

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
EXPENDITURE REPORT
July 1, 2014 - December 31, 2014**

UWASTE VARIABLE COST	\$134,277.99
Permanent	
Contractor labor - Tubes	\$6,361.00
Contractor labor - Batteries	\$12,683.50
Battery recycling	\$354.25
Tube containers	\$1,290.00
Tube recycling	\$5,856.90
Mercury recycling	\$175.00
Sub-total	\$26,720.65
Temporary	
Tube recycling	\$1,377.30
Contractor labor - Tubes	\$480.00
Contractor labor - Batteries	\$576.00
Sub-total	\$2,433.30
Shared cost per car	
Battery recycling	\$2,632.50
Tube recycling	\$58,188.00
Contractor labor - Tubes	\$16,304.55
Contractor labor - Batteries	\$27,998.99
Sub-total	\$105,124.04
GRAND TOTAL	\$1,497,992.49

Las Plumas Surcharge	\$69,713.95
Lease - Las Plumas facility	\$69,713.95

Santa Clara County Hazardous Waste Recycling & Disposal Program

FY15 MID-YEAR REVENUE REPORT July 1, 2014 - December 31, 2014

REVENUE	
Abandoned Waste revenue (Labor)	\$1,427.64
City of San Jose- Public Outreach	\$21,856.25
Fixed & Uwaste Fixed Cost	\$648,518.21
HD20	\$65,513.54
Kaiser Pharmaceutical collection (Labor)	\$571.99
No drugs down the drain (Labor)	\$1,721.42
OPP4	\$188,582.36
Sunnyvale Door to Door (Labor)	\$509.39
Used Oil Competitive	\$6,767.31
TOTAL	\$935,468.11

CESQG & MISCELLANEOUS REVENUES	
Abandoned waste revenue (Disposal)	\$7,068.75
Call2Recycle	\$4,388.00
CESQG intracounty revenue	\$4,146.59
CESQG labor	\$18,120.15
CESQG revenue	\$848.52
City of Palo Alto Retail Store maintenance	\$4,500.00
Kaiser Pharmaceutical collection (Disposal)	\$95.00
No drugs down the drain (Disposal)	\$285.00
Other Income-Late Fee for Tipping Fee	\$545.91
TOTAL	\$39,997.92

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
VARIABLE COST PER CAR ANALYSIS
July 1, 2014 - December 31, 2014**

	Permanent	Temporary	Shared Cost	Total	Las Plumas Surcharge
No. of cars	8,969	866		9,835	3,416
Variable Costs	\$399,232.73	\$31,956.94	\$15,176.87	\$446,366.54	\$69,713.95
CESQG & Miscellaneous Revenues	(\$39,997.92)			(\$39,997.92)	
Net Variable Cost	\$359,234.81	\$31,956.94	\$15,176.87	\$406,368.62	\$69,713.95
Cost per Car	\$40.05	\$36.90	\$1.54	\$41.32	\$20.41
Shared Cost per Car	\$1.54	\$1.54			
Variable Cost per Car	\$41.60	\$38.44		\$41.32	\$20.41
U Waste - Variable Cost	\$26,720.65	\$2,433.30	\$105,124.04	\$134,277.99	\$0.00
Cost per Car	\$2.98	\$2.81	\$10.69	\$13.65	\$0.00
Shared Cost per Car	\$10.69	\$10.69			
U Waste - Variable Cost per Car	\$13.67	\$13.50		\$13.65	\$0.00
VARIABLE COST PER CAR (Including Uwaste Variable Cost per car)	\$55.26	\$51.94		\$54.97	\$20.41
OPP4 Cost	\$101,976.56	\$6,909.56	\$76,061.70	\$184,947.82	
Cost per Car	\$11.37	\$7.98	\$7.73	\$18.81	
Shared Cost per Car	\$7.73	\$7.73			
Total OPP4 Cost per Car	\$19.10	\$15.71		\$18.81	
Total Variable Cost	\$487,932.02	\$41,299.80	\$196,362.61	\$725,594.43	\$69,713.95
Cost per Car	\$54.40	\$47.69	\$19.97	\$73.78	\$20.41
Shared Cost per Car	\$19.97	\$19.97			
Cost per Car including OPP4 funds	\$74.37	\$67.66		\$73.78	\$20.41

Footnotes:

CESQG and miscellaneous revenues are added/deducted from the Variable cost to properly reflect cost and revenues not associated with the Cost per car.

Shared cost for Variable cost includes E-Waste cost.

Santa Clara County Hazardous Waste Recycling & Disposal Program

**FY15 MID-YEAR
Variable Cost Calculation
July 1, 2014 - December 31, 2014**

Net Variable cost is calculated by subtracting Revenue, CESQG, miscellaneous revenue, prior year adjustments and CESQG labor and supplies from total expenditures.
See detailed cost/car analysis.

Total Expenditures		\$1,497,992.49
Revenue	\$935,468.11	
CESQG & Miscellaneous revenues	\$39,997.92	
CESQG labor & expenditures	(18,120.15)	
Total Revenue	\$957,345.88	
Net Variable & U Waste Variable Costs		\$540,646.61

**HHW Program
PER CAR COST CALCULATION
FY15 MidYear (07/01/14-12/31/14)**

Description	Amount	
Salaries & benefits Obj 1 (Per SAP)	\$399,552.54	
Salaries & benefits Obj 2 (Per SAP)	\$103,272.06	
Other expenses per SAP Period 6	\$730,508.14	
Admin Overhead (AEM)	\$110,427.00	
Vehicle (Forklift)	\$19,546.73	
50% San Jose Lease - Surcharge	(\$69,713.95)	
Other expenses posted in SAP Period 7	\$37,385.65	
Other expenses (not in SAP)	\$154,750.82	
Sub-total	\$1,485,728.99	
Add:		
Unfunded liabilities (OPP - 14.34%)	\$6,714.14	
Admin Overhead per Summary of Allocated Costs report	\$5,549.33	
Sub-total	\$12,263.47	23.07% (AP03)
Total Program cost	\$1,497,992.46	
Less:		
CESQG and Other Revenue:		
CESQG - Other businesses	\$848.52	
CESQG - Intra-county	\$4,146.59	
Kaiser Pharmaceutical collection	\$666.99	
City of San Jose (No Drugs Down the Drain)	\$2,006.42	
		\$7,668.52
Miscellaneous Income:		
Other income-Tipping fee (late fee)	\$545.91	
Call2Recycle	\$4,388.00	
		\$4,933.91
State Grant:		
OPP4	\$188,582.36	
Used Oil Competitive	\$6,767.31	
HD20	\$65,513.54	
		\$260,863.21
HHW Implementation Fee/City Augmentation:		
Fixed & Uwaste Fixed cost	\$648,518.21	
Palo Alto Retail store maintenance	\$4,500.00	
City of San Jose - Outreach	\$21,856.25	
City of Sunnyvale - Door to Door	\$509.39	
		\$675,383.85
From Fund balance:		
Non-Profit - Disposal	\$7,068.75	
Non-Profit - Labor	\$1,427.64	
		\$8,496.39
Total Revenue	\$957,345.88	
Net cost	\$540,646.58	
No. of cars:		
Permanent	8,969	
Temporary	866	
	9,835	
Cost per car	\$54.97	
Las Plumas Facility Surcharge		
Facility Rent/Lease	\$69,713.95	
No. of cars	3,416	
Cost per car for Las Plumas Facility	\$20.41	

Santa Clara County Hazardous Waste Recycling & Disposal Program

Participation Report - Fiscal Year 2015

PERMANENT																	
Location	Date	Campbell	Cupertino	Gilroy	Los Altos	Los Altos Hills	Los Gatos	Milpitas	Monte Sereno	Morgan Hill	Mountain View	San Jose	Santa Clara	Saratoga	Sunnyvale	Unincorporated	Total
San Jose	09/12/14	16				3	5	9	4		4	122	9	9		13	194
San Jose	09/13/14	15		1	7	4	10	10	1	3	5	274	12	10	7	14	373
San Jose	09/19/14	8			8	4	4	4		2	1	157	1	1	1	7	198
San Jose	09/20/14	11			3		12	1		3		211		3	1	9	254
San Jose	09/26/14	8			4		7	4	1		2	111	1	4	2	4	148
San Jose	09/27/14	6			1		4	4	2			142	2	5	3	16	185
San Jose	10/03/14	3					1	9	1		3	90	5	8		4	124
San Jose	10/04/14	6			4		5	7			2	90	3	2		9	128
San Jose	10/10/14	8	1		1	1	3		1	1	2	112	7	6	2	9	154
San Jose	10/11/14	7			2		9	3		2		79	7	1	1	10	121
San Jose	10/17/14	3		4			3	1				97	4	2	1	6	121
San Jose	10/18/14	3			2		4					63				19	91
San Jose	10/24/14	4			1	3	6	2		1	6	69	29	7	2	8	138
San Jose	10/25/14	3			2	1	3	4			1	91	21	2	5	12	145
San Jose	10/31/14	6			9	6	10				4	86	9	3	2	3	138
San Jose	11/01/14	3			3		7	3		1	3	63	3		3	2	91
San Jose	11/07/14	2		1	2	1	5	3	1	3	2	104	4			7	135
San Jose	11/08/14	5		2		6	7	2	1	1	5	92	7			1	129
San Jose	11/14/14	1			3		4	3	1	3	2	85	3	1	5	12	123
San Jose	11/15/14	3					6	5		5	2	98				3	122
San Jose	11/21/14	6		2			3	5		1	5	93	4	1	1	5	126
San Jose	11/22/14	9			9	2	16	3	3	1	4	115	7		4	5	178
Sub Total for San Jose		136	1	10	61	31	134	82	16	27	53	2444	138	65	40	178	3416

San Martin	07/11/14	7	0	9	2	1	0	2	0	44	0	72	3	2	0	11	153
San Martin	07/12/14	4	0	15	0	0	6	0	0	26	2	93	2	0	0	14	162
San Martin	07/25/14	7		16	1		1			25		60		2	1	21	134
San Martin	07/26/14	3		2	2		2			22		62	2			5	100
San Martin	08/01/14			7			4			14	2	46		5		10	88
San Martin	08/02/14			18	2	1	1	1	1	28		57	2			7	118
San Martin	08/08/14			2	1		2			7	1	40	1			6	60
San Martin	08/09/14	1	2	10				2		13	2	36		4	1	11	82
San Martin	08/22/14			5			2	1		25	4	25	5	1		7	75
San Martin	08/23/14	3		11	1	1	1	3		25	4	44	2	1	1	11	108
San Martin	09/05/14	3		11			4			16		40			1	10	85
San Martin	09/06/14			16			4			18		38		1		19	96
San Martin	10/03/14			18						38		10	1			8	75
San Martin	10/04/14			16						40		7				14	77
San Martin	10/31/14			24						24		3				7	58
San Martin	11/01/14			14						26		2				15	57
San Martin	12/05/14			16						14		3				11	44
San Martin	12/06/14	1		24						44		5				8	82
Sunnyvale	07/19/14	37		2	71	5	35	23	4	21	87	299	59	34	426	25	1128
Sunnyvale	08/16/14	28	1		91	11	20	11	5		79	316	65	27	328	14	996
Sunnyvale	09/20/14	5			78	16	7	3			102	40	16	20	382	13	682
Sunnyvale	10/18/14	7			40	12	3	1	2		53	23	27	12	338	4	522
Sunnyvale	11/15/14	5			36	7	8	2		1	42	20	32	10	401	7	571
Sub Total for SM & SV		111	3	236	325	54	100	49	12	471	378	1341	217	119	1879	258	5553
Total - Permanent		247	4	246	386	85	234	131	28	498	431	3785	355	184	1919	436	8969

TEMPORARY																	
Location	Date	Campbell	Cupertino	Gilroy	Los Altos	Los Altos Hills	Los Gatos	Milpitas	Monte Sereno	Morgan Hill	Mountain View	San Jose	Santa Clara	Saratoga	Sunnyvale	Unincorporated	Total
Santa Clara	09/27/14	16			13		15	1	3		15	104	670	20	5	4	866
Total - Temporary		16	0	0	13	0	15	1	3	0	15	104	670	20	5	4	866

Total	263	4	246	399	85	249	132	31	498	446	3889	1025	204	1924	440	9835
--------------	------------	----------	------------	------------	-----------	------------	------------	-----------	------------	------------	-------------	-------------	------------	-------------	------------	-------------

Technical Advisory Committee

February 12, 2015

Action Item:

TO: Recycling and Waste Reduction Commission Technical Advisory Committee

FROM: Operations Subcommittee

SUBJECT: Increases in late reporting and late payment fees for Countywide Solid Waste Planning Fee and AB 939 Implementation Fee

RECOMMENDED ACTION

Forward a favorable recommendation to the Recycling and Waste Reduction Commission for an increase in the late reporting and late payment fees and penalty as described in Attached Resolution.

FISCAL IMPLICATIONS

Although there will be no impact on the County General Fund, the increased penalty and fee will incent local operators to provide prompt payment and reporting data.

CONTRACT HISTORY

Countywide Solid Waste Planning Fee

Since 1984, the Solid Waste Planning Fee (SWPF) has funded the countywide cooperative programs administered by the Department of Agriculture and Environmental Management, Recycling and Waste Reduction Division (RWRD). The Board of Supervisors has approved periodic increases in the level of the fee to meet funding needs and to offset revenue decreases resulting from decreases in tonnages disposed and downturns in the economy that also produce a decrease in disposed tonnage. The original Solid Waste Planning Fee was 22¢ per ton. The Fee was increased to 56¢ per ton by the Board of Supervisors for FY 2007-08 and again in FY 2008-09 to the current 78¢ per ton. The SWPF is collected in accordance with Public Resources Code Section 41901, which grants authority to impose fees in amounts sufficient to pay the costs of preparing, adopting and implementing an integrated waste management plan. All revenues from the SWPF must be used for those purposes. The current late reporting and late payment fees are as follows:

Existing Solid Waste Planning Fee Late Processing Policy

1. A person owing the Fee must make payment to the County within 45 days of the end

of the calendar quarter for which the payment applies. If fees are not paid on a timely basis, additional charges will be added as follows:

(a) A late processing fee of \$100 will be added if Fees are not paid within 45 days of the end of the calendar quarter for which the payment applies; and

(b) A delinquent penalty of 1% per month will be added if balance is not paid within 60 days of the end of the calendar quarter for which the payment applies.

2. A person owing the Fee must, in addition to paying Fees to the County, provide the County with a report indicating the source and disposition of all materials collected or disposed. Such persons must provide the County Integrated Waste Management Program with access to all substantiating information as needed to reconcile or verify such reports. A person who fails to submit to the County accurate reports at the time required for payment of the Fee must pay to the County a late processing fee of \$100 per month or portion thereof.

Countywide AB 939 Implementation Fee

The purpose of the AB 939 Implementation Fee is to authorize the COUNTY to collect and distribute the Fee of \$4.10 per ton of waste to be disposed. The Fee is divided into two parts: 1) a Program Fee of \$1.50 per ton to assist in funding the costs of preparing, adopting, and implementing the integrated waste management plan in the fifteen cities and the unincorporated area of the County; and 2) a Household Hazardous Waste (HHW) Fee of \$2.60 per ton to provide funding to implement the Countywide HHW Program. The \$1.50 Program Fee is passed through to each jurisdiction based on the tonnage disposed to support city recycling and waste reduction activities.

Existing AB 939 Late Processing Policy

1. A person or business owing the Fee must make payment and submit the required reports to the County within 45 days of the end of the calendar quarter for which the payment applies. Both Fees and reports are due within 75 days of the end of the calendar quarter. If Fees and reports are not submitted on a timely basis, additional charges will be added as follows:

(a) A late processing fee of \$200 will be added if either Fees or reports are not submitted within 45 days;

(b) A delinquent penalty of 1% per month will be added if Fees accompanied by required reports are not submitted within 60 days of the end of the calendar quarter for which the payment applies.

REASON FOR RECOMMENDATION

Currently there are approximately 13 entities required to report to the RWRD. In any given reporting period, as many as five reporting entities are non-responsive or late in both their data reports and payment of fees. The Operations Subcommittee has determined that the level of the late fees and penalties do not provide an appropriate incentive for on-time reporting and fee payment. This results in

incomplete reporting to the State and delayed payment to the cities for the AB 939 Implementation Fee portion of the revenue. Additionally, the RWRD does not receive the necessary SWPF funding to complete their work.

BACKGROUND

The California Integrated Waste Management Act of 1989 (AB 939) and subsequent legislation required cities and counties to prepare, adopt, and implement plans to reduce their jurisdiction's waste disposed in landfills. Jurisdictions are required to maintain their mandated diversion level in subsequent years, to submit annual reports to document compliance with diversion mandates and implementation of their recycling/waste diversion plan, and to periodically update their adopted and state-approved plans.

Cities and counties are required to comply with all jurisdictional requirements, submit quarterly reports on specified landfill disposal and recycling data, submit annual reports on countywide compliance with state mandates, and prepare periodic reviews and updates on locally adopted and state-approved countywide plans and on the implementation of countywide plans. AB 939 provides for fines of up to \$10,000 per day for failure to develop or to implement mandated jurisdiction and countywide plans.

The Fees are imposed on each ton of waste landfilled or incinerated within the County; received at any non-disposal or collection facility located within the County and subsequently transported for disposal or incineration outside of the County; collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the County; or removed from any location in the County by any person or business for disposal or incineration outside the County. Non-Disposal Facilities are defined as those facilities included in the County of Santa Clara Non-Disposal Facility Element (and subsequent amendments to that Element) and are listed in Exhibit A, attached hereto and incorporated herein.

Fees collected from undocumented disposed tonnage, or tonnage originating outside of Santa Clara County, will be distributed according to each jurisdiction's percent of countywide population, according to the latest available population report issued by the California Department of Finance.

The RWRD within the Department of Agriculture and Environmental Management is responsible for meeting countywide and unincorporated area mandated responsibilities under AB 939. RWRD collects the AB 939 Implementation Fee and the SWPF to fund programs and activities to comply with state mandates and related jurisdiction and/or County established goals. The SWPF is retained by the County and expended on mandated countywide planning and reporting activities, and on countywide cooperative programs and activities intended to assist in meeting state mandates.

**RESOLUTION OF THE BOARD OF
SUPERVISORS OF THE COUNTY OF SANTA
CLARA AMENDING THE COUNTYWIDE
SOLID WASTE PLANNING FEE**

WHEREAS, pursuant to Public Resources Code Section 41901, a city, county, or city and county may impose fees in amounts sufficient to pay the costs of preparing, adopting, and implementing an integrated waste management plan; and

WHEREAS, a Countywide Solid Waste Planning Fee (Fee) was established in 1984 to support the Countywide Cooperative Program and is expended only on cooperative countywide solid waste, recycling, and waste diversion planning, programs, and activities; and

WHEREAS, in FY 2009 a fee of 78¢ was imposed on each ton of waste disposed of at landfills located within the county or taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills outside of Santa Clara County, in order to assure equal assessment of the Fee on wastes and in order to fund costs of preparing, adopting, and implementing the countywide integrated waste management plan, countywide programs, and other state-mandated activities; and

WHEREAS, according to state guidelines, persons such as landfills, direct haulers and non-disposal facilities, have seventy-five (75) days from the close of the calendar quarter to provide reports; and

WHEREAS, the County has thirty (30) days from the close of the calendar quarter to review all reports [and make requests for corrections] to provide to CalRecycle and jurisdictions; and

WHEREAS, the Recycling and Waste Reduction Commission has determined there is insufficient incentive to compel the reporting landfills, direct haulers and non-disposal facilities to report and pay Fee in a timely manner; and

WHEREAS, late or non-payment of the Fee places a burden on County and city budgets; and

WHEREAS, late and unresponsive reporting impedes the County and cities from properly reviewing, correcting, and submitting complete reports to the State and jurisdictions in a timely manner, which prevents the County from complying with the disposal reporting requirements of state law; and

WHEREAS, non-payment of the Fee creates an economic advantage in the marketplace for the non-payer over those entities who are paying the Fee and providing reports on time; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Fee is a categorical exemption under Section 15308 and is a statutory exemption under Section 15273 of CEQA; and

WHEREAS, in accordance with the Government Code, at least 14 days prior to the public hearing at which this Resolution was adopted, notice of the time and place of the hearing was mailed to eligible interested parties who filed written requests with the County for mailed notice of meetings on new or increased fees or service charges; and

WHEREAS, in accordance with the Government Code, the report was available for public review and comment for ten days prior to the public hearing at which this Resolution was adopted; and

WHEREAS, 10 days advance notice of the public hearing at which this Resolution was adopted was given by publication in accordance with Section 6062a of the Government Code; and

WHEREAS, the Board of Supervisors held a noticed public hearing on this date to consider the changes in the Fee;

NOW, THEREFORE, the Board of Supervisors of the County of Santa Clara, State of California does hereby find, resolve, and determine as follows:

1. The County of Santa Clara approves the collection of a Fee of 78¢ per ton on all wastes landfilled or incinerated within the county; received at any non-disposal or collection facility located within the county and subsequently transported for disposal or incineration outside of the county; or collected from any location within the county by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently transported for disposal or incineration outside of the county; or removed from any location in the county by any person or business for disposal or incineration outside the county.
2. The Fee is effective July 1, 2015.
3. A person owing the Fee must make payment to the County within seventy-five (75) days of the close of the calendar quarter for which the payment applies. If Fee is not paid on time, as specified below, additional charges will be added as follows:
 - (a) A late Fee of \$1,000 will be added if Fee is not paid within seventy-five (75) days of the close of the calendar quarter for which the payment applies; and
 - (b) A delinquent penalty Fee of 10% will be added to the balance due if not paid within ninety (90) days of the close of the calendar quarter for which the payment applies.
 - (c) Interest, equal to the Internal Revenue Service Rate for unpaid income tax balances, will be added to the amount owed, including any late or penalty Fee, beginning on the due date and ending when the balance is paid in full. Interest compounds daily from the quarterly due date of the payment until the balance is paid in full.
4. A person owing the Fee must, in addition to paying the County, provide the County with a report indicating the weight, source and disposition of all materials collected or disposed. Such persons must provide the County

Recycling and Waste Reduction Division with access to all substantiating information as needed to reconcile or verify such reports. A person who fails to submit to the County accurate reports at the time required for payment of the Fee must pay to the County a late Fee of \$1,000 per month or portion thereof for which the report is not provided.

5. Landfills, non-disposal facilities and collection facilities must provide copies of State of California Board of Equalization (BOE) audit reports or equivalent audit reports, or other relevant data to enable County to verify reports of tonnages disposed or incinerated.
6. The Recycling and Waste Reduction Division (RWRD) Manager shall waive the delinquent penalty Fee of ten percent (10%) imposed upon any solid waste disposal facility operator if:
 - a) The solid waste disposal facility operator applies to the manager for such a waiver no later than seventy-five (75) days from the date the remittance was due to the county; and
 - b) The solid waste disposal facility operator has made timely payments for the two (2) years immediately prior to the date the remittance was due to the County; and
 - c) The solid waste disposal facility operator provides evidence satisfactory to the RWRD Manager that:
 - i) payment of the delinquent remittance was postmarked or received by the County no more than three (3) days after its due date; or
 - ii) failure to pay timely was due to circumstances beyond the control of the solid waste disposal facility operator and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the solid waste disposal facility operator paid the delinquent remittance and accrued interest owed the County prior to applying to the RWRD Manager for a waiver.
7. In accordance with CEQA, the Board of Supervisors finds that the collection of the Fee from non-disposal facilities, disposal facilities, businesses and direct haulers is necessary for meeting the costs of preparing, adopting, and implementing the countywide integrated waste management plan, expenses of countywide programs, and costs of other state-mandated activities. The collection of the Fee is a categorical exemption under Section 15308 and a statutory exemption under 15273 of the State CEQA guidelines.

//

//

//

//

//

//

//

//

8. This resolution supersedes the Resolution of the Board of Supervisors Amending the Countywide Solid Waste Planning Fee adopted May 9, 2009.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California on _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Cortese, President
Board of Supervisors

Signed and certified that a copy of this Document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Lynn Regadanz
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

Michael L. Rossi
Deputy County Counsel



San José State
UNIVERSITY

College of Social Science • Department of Environmental Studies • Center for Development of Recycling • www.RecycleStuff.org
• 800/533-841, 408/924-5453 • Fax 408/924-5477 • info@recyclestuff.org • One Washington Square • San Jose, California 95192-0204

Santa Clara County Recycling Hotline and Website
2nd Quarter Report: October 1, 2014 – December 31, 2014

- 1) Budget Status
 - a) The contract is currently within budget.
- 2) Projects and Activities Completed
 - a) Website
 - i) The new RecycleStuff.org website is working well on computers, tablets and smart phones. The recycling search function is accompanied by many other site features: company search, regional info (info by city in Santa Clara County, California county links, other links), resource library (recycling academy and junk mail kit), about us/contact us, social media (Facebook, YouTube, Twitter, Linked-In), recycling coupons, sponsors, “list my company,” “recycling stories,” and separate search functions for debris box and hauling services. CDR contact information and the recycling search function are prominently located on the home page. Additional funding will be sought to complete some of these functions.
 - ii) Social Media: Staff has been sharing information with the public on CDR’s Facebook page.
- 3) Projects & Activities In-Progress
 - a) Database Updates/Verification
 - i) With the launch of the revamped website, CDR is focusing on updating database listings. All sources are verified by telephone interviews and reviews of websites of listed sources. Student-staff contact sources (companies, non-profits) to verify all general information (general contact information, hours of operation), specific materials and processing requirements, service type (residential, commercial, recycle, reuse) and any processing requirements (minimum weights, etc.). There are 1500+ companies in the RecycleStuff.org database making this project at minimum, a semester long endeavor.
 - b) Home Page, “Recycling Stories:”
 - i) This new web site feature provides brief informational data sheets about the recyclability of select materials. Data for each “recycling story” was retrieved from market-affiliated associations, government publications and peer reviewed journals. About 8 “recycling stories” have been completed and posted to the site. About 25 more are in various stages of completion.
 - c) Home Page: “Announcements:”
 - i) This feature will likely require additional funding. It is under development and is currently using recycling art in the center of the home page as a placeholder. When complete, staff will be able post messages of new programs, services, and other items of special note.

- d) Stewardship Certification Database
 - i) The environmental sector has undergone a mass movement towards verifiable metrics of evaluation. Certifications now exist for a variety of environmental services and products such as green building standards and zero waste certification for cities and businesses. CDR staff has developed a preliminary list of recycling/environmental certifications and is considering how certified service-providers can be identified through RecycleStuff.org.
- e) Material Identification
 - i) Much attention is given to what can be recycled and how to recycle specific materials. It may be useful for some RecycleStuff.org users to identify an item as HHW, reuseable, compostable, recyclable, or waste. The intent of this project is to populate a database of materials to assist user with discard choices. The format of this website feature is in the development stages. Data from each city has been collected. The feature will be added to the site when funding is obtained.
- f) Alameda and San Mateo County: Service-provider Data Collection
 - i) CDR's extra staff has been populating the RecycleStuff.org website with data from Alameda and San Mateo Counties. Alameda County service-providers accepting paint, motor oil and hazardous waste have been added to the current RecycleStuff.org database. San Mateo County paint recycling service providers are now on RecycleStuff.org. Data collection for other materials currently is in progress.
- g) Frequently Asked Questions (FAQ)
 - i) Many websites contain a page that offers answers to some of the most widespread questions that visitors may inquire about. This project populated a list of answers to some of the most common recycling questions received at the CDR. Examples include: "how do I dispose of CFL light bulbs" and "what does CRV mean?" The project is complete and the FAQ's are awaiting posting to the website when additional funding is obtained.
- h) Publication CDR-06: City Recycling and Garbage Services in Santa Clara County
 - i) This guide contains information about each city's recycling and garbage services. CDR has contacted each city TAC representatives for the annual update and is processing materials they have submitted.
 - i) CDR Staff: Where Are They Now?
 - i) The CDR has provided a service-learning experience for nearly 600 SJSU students teaching professional skills that can be applied to their professional careers. This project looks to reconnect with past CDR interns too see where they are today and how their time working in the CDR affected their career trajectory. Emails were sent to former members of the CDR. The final result of this project will be displayed on the website, highlighting how the County/CDR collaboration helped students become 'resource managers' when they entered the work force. This project was postponed so that we may focus on data collection. Depending on the number of staff CDR has in the Spring semester, we will continue to accumulate information over the coming months.
- 4) Staffing
 - a) For the Fall semester, 15 students were enrolled to work at CDR. All have been trained to work on the hotline and assigned to projects.
- 5) Inquiry Tracking: This report will be forwarded in a separate document.
- 6) Invoice: The SJSU Research Foundation will process the invoice.

CDR Student Hours and Projects: Quarterly Report Fall 2014 (October, November, December)

Name:	Phone Calls:	Emails:	Project(s):	Hours:
Andrew	13	3	Updating Companies in Master List for Section "T"	17
Cassidy	24	3	Updating Companies in Master List for Section "A"	32.25
Cassie	10	1	Updating Companies in Master List for Section "B"	18.25
Christian W.	13	1	Updating Companies in Master List for Section "C"	49.5
Dan	11	2	Updating Companies in Master List for Section "E"	25
Jessa	10	2	Updating Companies in Master List for Section "#'s"	10.5
Juan	12	1	Updating Companies in Master List for Section "K"	25.9
Justin	86	9	Updating/editing Master List, Project Manager Tasks	185.25
Katerina	14	1	Updating Companies in Master List for Section "F"	32.35
Marissa	4	0	Social Media Coordinator	33.6
Michael	16	3	Updating Companies in Master List for Section "G"	80.75
Nicole	15	2	Updating Companies in Master List for Section "H"	83.5
Roshan	4	1	Updating Companies in Master List for Section "S"	6
Ryan	22	1	Updating Companies in Master List for Section "N"	54.5
Steven	73	8	Updating Companies in Master List for Section "O", Administrative Manager Tasks	171.25
Stefanie	24	2	Updating Companies in Master List for Section "R"	73.7
TOTAL:	351	40		899.3

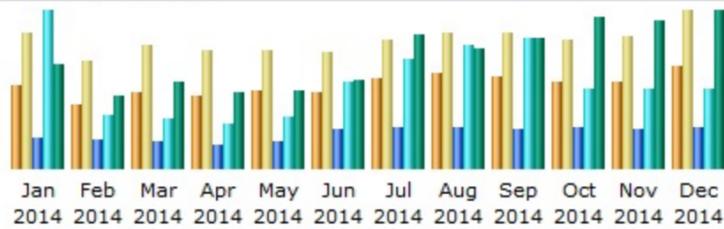


Summary

Reported period	Month Dec 2014				
First visit	01 Dec 2014 - 00:00				
Last visit	31 Dec 2014 - 23:56				
	Unique visitors	Number of visits	Pages	Hits	Bandwidth
Viewed traffic *	3588	5541 (1.54 visits/visitor)	21668 (3.91 Pages/Visit)	41484 (7.48 Hits/Visit)	2.27 GB (429.96 KB/Visit)
Not viewed traffic *			29403	34227	1.86 GB

* Not viewed traffic includes traffic generated by robots, worms, or replies with special HTTP status codes.

Monthly history



Statistics for:
recyclestufforg.ipage.com

Month	Unique visitors	Number of visits	Pages	Hits	Bandwidth
Jan 2014	2942	4753	16038	81746	1.49 GB
Feb 2014	2235	3789	15396	27284	1.06 GB
Mar 2014	2652	4310	14531	26285	1.26 GB
Apr 2014	2583	4160	12227	23590	1.09 GB
May 2014	2719	4142	13823	26888	1.13 GB
Jun 2014	2701	4087	20228	45359	1.27 GB
Jul 2014	3151	4524	21133	57108	1.94 GB
Aug 2014	3366	4797	21136	63813	1.72 GB
Sep 2014	3218	4778	20362	67971	1.87 GB
Oct 2014	3019	4504	21236	41658	2.18 GB
Nov 2014	3074	4659	20043	40955	2.13 GB
Dec 2014	3588	5541	21668	41484	2.27 GB
Total	35248	54044	217821	544141	19.42 GB

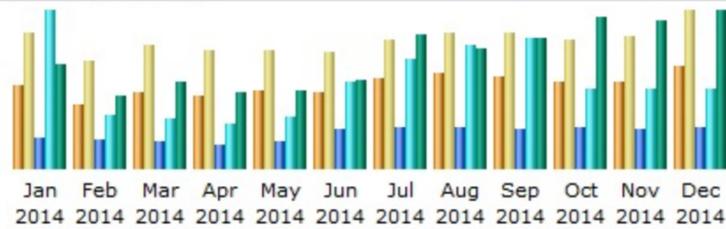


Summary

Reported period	Month Dec 2014				
First visit	01 Dec 2014 - 00:00				
Last visit	31 Dec 2014 - 23:56				
	Unique visitors	Number of visits	Pages	Hits	Bandwidth
Viewed traffic *	3588	5541 (1.54 visits/visitor)	21668 (3.91 Pages/Visit)	41484 (7.48 Hits/Visit)	2.27 GB (429.96 KB/Visit)
Not viewed traffic *			29403	34227	1.86 GB

* Not viewed traffic includes traffic generated by robots, worms, or replies with special HTTP status codes.

Monthly history



Statistics for:
recyclestufforg.ipage.com

Month	Unique visitors	Number of visits	Pages	Hits	Bandwidth
Jan 2014	2942	4753	16038	81746	1.49 GB
Feb 2014	2235	3789	15396	27284	1.06 GB
Mar 2014	2652	4310	14531	26285	1.26 GB
Apr 2014	2583	4160	12227	23590	1.09 GB
May 2014	2719	4142	13823	26888	1.13 GB
Jun 2014	2701	4087	20228	45359	1.27 GB
Jul 2014	3151	4524	21133	57108	1.94 GB
Aug 2014	3366	4797	21136	63813	1.72 GB
Sep 2014	3218	4778	20362	67971	1.87 GB
Oct 2014	3019	4504	21236	41658	2.18 GB
Nov 2014	3074	4659	20043	40955	2.13 GB
Dec 2014	3588	5541	21668	41484	2.27 GB
Total	35248	54044	217821	544141	19.42 GB