



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: June 10, 2008

SUBJECT: Memorandum of Understanding for Collection and Disposal of
Household Batteries between County of Yolo and City of Woodland

Report in Brief

The City of Woodland, Environmental Operations Division participates in and manages the 2004 Memorandum of Understanding (MOU) for Collection and Disposal of Household Batteries, with the County of Yolo. This initial MOU has expired and it is time for staff to execute the new 2008 MOU attached with this report. If approved by the Council, the updated MOU will become effective on June 24, 2008 and would expire on June 30, 2012.

Staff recommends that the City Council approve the updated 2008 Memorandum of Understanding (MOU) for Collection and Disposal of Household Batteries between County of Yolo and the City of Woodland and authorize the City Manager to execute the MOU.

Background

As of February of 2006, the California Department of Toxic Substance Control ruled batteries to be part of the Universal Waste Rule listing of items no longer accepted as trash from households and businesses.

Universal waste batteries include rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries (burglar alarm and emergency light batteries), most alkaline batteries, carbon zinc batteries, and any other batteries that exhibit a characteristic of a hazardous waste (§§66261.20 through 66261.24).

Batteries contain a corrosive chemical that can cause burns as well as toxic heavy metals. If released into the environment, improper disposal of universal wastes can lead to groundwater contamination from chemicals like mercury, lead, acid, zinc and cadmium. These products must be separated from the regular trash and collected for safe disposal.

Discussion

The City of Woodland, and other cities within Yolo County, has participated in this Battery MOU with the County as a group effort to offer convenient battery recycling locations to our residents for the past four years.

By entering into this agreement with the County, Woodland residents will continue to have convenient locations in eleven different retail or public service counters throughout the city, for another four years. Residents can continue to utilize the County Household Hazardous Waste Drop off Days held the first Friday and Saturday of each month at the Yolo County Central Landfill as an alternate location to recycle their household batteries.

Staff has received favorable comments from the public in thanking us for placing battery recycling buckets throughout the community. While many Woodland residents take advantage of the monthly Household Hazardous Waste Drop off Days, others say they would not drive to the landfill just to drop off batteries. Therefore, local governments and waste disposal agencies must work diligently to adhere to the new Universal Waste Rule and to keep batteries out of the waste stream.

The Yolo County Central Landfill has a permanent household hazardous waste facility on site and is permitted to handle and transport a variety of hazardous waste and universal waste materials. Cities within the County may take full advantage of the hazardous waste collection programs offered to all County residents and jurisdictions.

Fiscal Impact

The proposed FY09 budget includes funds for battery recycling and disposal in relation to this MOU. The annual cost for this program is approximated \$308. This is an extremely reasonable amount which is based at \$28 dollars per service site, per month.

Public Contact

Posting of the City Council agenda

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Woodland

PAGE: 3

ITEM:

Recommendation for Action

Staff recommends that the City Council approve the updated 2008 Memorandum of Understanding (MOU) for Collection and Disposal of Household Batteries between County of Yolo and the City of Woodland and authorize the City Manager to execute the MOU.

Prepared by: Heidi Hopper
Conservation Coordinator

Reviewed by: Dick Donnelly
Acting Public Works Director

Mark G. Deven
City Manager

Attachments: MOU for Collection and Disposal of Household Batteries, June 2008
Exhibit A (Battery pick up sites)
Exhibit B (County cost analysis)

MEMORANDUM OF UNDERSTANDING

FOR COLLECTION AND DISPOSAL OF HOUSEHOLD BATTERIES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) made and entered into on the 24th of June, 2008, by and between the COUNTY OF YOLO, a political subdivision of the State of California, (hereinafter “COUNTY”) and the CITY OF WOODLAND, a municipal corporation, (hereinafter “CITY”).

W I T N E S S E T H

WHEREAS, COUNTY has expressed concern for the safe collection and disposal of household batteries; and,

WHEREAS, COUNTY further wishes to provide the public with an actual means of safe collection and disposal of household batteries; and,

WHEREAS, COUNTY desires that the CITY shall be provided the necessary materials and equipment for safe collection and transportation of household batteries; and,

WHEREAS, COUNTY represents and warrants that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect and transport all household batteries which will be submitted for deposition by residents of the City; and

WHEREAS, COUNTY’s role in the collection of household batteries would be limited to facilitating the collection and transportation of household batteries, disseminating information, and providing organizational assistance; and

WHEREAS, CITY would be legally responsible for all other statutory and regulatory requirements concerning the collection and disposal of household batteries.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, CITY and COUNTY hereby agree as follows:

1. SERVICES

The COUNTY agrees to furnish the CITY the following services including, but not limited to the following:

- a. COUNTY shall make arrangements to collect household batteries from the CITY’s designated collection site(s) as shown in Exhibit A, attached hereto and incorporated herein by reference. Any household batteries collected by COUNTY pursuant to the MOU shall be transported to the Yolo County Central Landfill on the first Wednesday of each month as designated by COUNTY. CITY shall provide the COUNTY with a list of facilities in CITY limits that shall require a pick-up within 7 days of collection day.
- b. Off schedule pick ups, at CITY’s request, shall be at the rates attached in Exhibit B and be subject to an additional \$10 collection fee.
- c. No pick ups shall occur either on or off schedule without the prior consent of the CITY.
- d. After two occurrences of over-flowing containers at any collection location with notification of such occurrences to the CITY, CITY shall be required to purchase an additional container for the location at total net cost that was paid for the container by the COUNTY.

2. PAYMENT

- a. COUNTY shall invoice the CITY on an annual basis on or before June 5th, for the preceding year. CITY shall be billed at a rate of \$28 per requested collection. A list of the requested collection from the preceding year shall be attached to the invoice.
- b. CITY agrees to pay COUNTY the amount shown on the invoice and ensure that payment is received on or before June 30th of the same billing year.

3. TERM AND TERMINATION

- a. Term
The term of this MOU shall commence on the execution and delivery of this MOU and shall expire on June 30, 2012.
- b. Termination for Cause
Should either party fail to substantially perform its obligation in accordance with this MOU, the other party shall thereupon have the right to terminate this MOU by giving written notice and specifying the date of termination, at least five (5) days before the effective date of such termination. The foregoing notwithstanding, neither party waives the right to recover damage against the other for breach of this MOU.
- c. Termination for Convenience
Either party may terminate this MOU at any time by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. Termination of this MOU in the manner herein provided shall be effective for all purposes except as obligations incurred prior to the effective date thereof.

4. PROJECT DIRECTORS

- a. The Project Director for the COUNTY shall be the Yolo County Director of Planning and Public Works or designee (Director). The COUNTY Director, shall represent the COUNTY in all matters pertaining to the services rendered in this MOU, except when approval is specifically required by the COUNTY Board of Supervisors.
- b. The Project Director for the CITY shall be the City's Director of Public Works or designee. The CITY Director of Public Works, or designee, shall represent the CITY in all matters pertaining to the services rendered in this MOU, except when approval is specifically required by the CITY Council.

5. NOTICE

- a. Notice shall be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as follows:

TO COUNTY
John Bencomo
Director
County of Yolo
Planning and Public Works Department
44090 CR 28H
Woodland, CA 95776

TO CITY
Director
City of Woodland
Public Works Department
300 First Street
Woodland, CA 95695

- b. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following numbers are used:

To COUNTY: (530) 666-8853
To CITY: (530) 666-1266

- c. Any party may change the address or facsimile number to which such communications are to be given by providing the other party written notice of such change at least fifteen (15) days prior to the effective date of the change.
- d. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5) day following deposit in the mail if sent by first class mail.

6. AMENDMENT

This MOU may be amended only by written instrument signed by the CITY and COUNTY.

7. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the COUNTY and the CITY and supercedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this agreement or the construction or meaning of any term hereof, this agreement shall be deemed to have been drafted by parties in equal parts so that no presumptions or interferences concerning terms or interpretation may be construed against any party to this agreement.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto.

COUNTY:
County of Yolo

CITY:
City of Woodland

Duane Chamberlain, Chairman
Board of Supervisors

By _____
Mark Deven
City Manager

Attest:
Ana Morales, Clerk
Board of Supervisors

By _____
Deputy
(Seal)

Approved as to Form:
Robyn Truitt Drivon, County Counsel

By _____
Hope P. Welton, Deputy

Exhibit A**BATTERY PICK-UP SITES**

Address	Point of Contact	Remarks
West Sacramento Denise, Paulina or Ernesto (916) 617- 4590		
City Hall 1110 W. Capitol Blvd.	Paulina	Pick-up at main office
Hollywood Hardware 1551 Merkley Avenue	Paulina	Left on Jefferson, first Left at light
Nugget 2000 Town Center Plaza	Randy 916/375-8700	Pick up near the fountain by the check stands
Police Dept 550 Jefferson Blvd	Paulina	In breakroom, ask for Herb Yip
Sacramento Battery Co. 3616 W. Capitol Avenue	(916) 372-5580 Rodney Bingaman	behind the front counter, which is right up front when you walk in
Southport School 2747 Linden Library	Paulina	at Library (sign off at main office)
Senior Center 664 Cummins Way	Paulina	
Raley's 1601 West Capitol	Paulina	photo/electronic
Davis Richard Tsai (530) 666-5671		
Longs Drug Store 1550 East Covell Blvd	Mike Trask 753-4009	photo/electronic
Longs Drug Store 1741 West Covell Blvd	John Eibensteiner 757-1143	photo/electronic
Hibbert Lumber Co. 5th and G Street	753-5611	by lumber mill
Ace Hardware 3rd and G Street	Receiving 758-8000	in back of building
Rite Aid Drug 2135 Cowell	Photo Dept. 753-9810	photo/electronic
Rite Aid Drug 655 Russell Blvd	Kim Zimmerman 756-3650	photo/electronic
Senior Center 646 A Street	Lisa De Amicie 757-5696	in closet to right of entrance

Public Works 1717 5th Street Bldg "M"	Jeanette 757-5657	pick-up at bldg. M =Central Stores only
Woodland Heidi Hopper (530) 406-5109		
Corner Drug Store 602 Main Street	Lisa/Ed Shelly 530-662-2813	Customer Service Counter HRS: M-F 9-6. Sat 9-5
Orchard Supply Store 1350 E. Main Street	Joe Ignaitis 662-1162	Customer Service Desk near Front Entrance
Sears #3249 427 Main Street	Jeff Taylor 662-9661	Main Cash register in the middle of the Store
Public Works Department 300 First Street	Heidi Hopper 406-5109	Main Foyer by display table in the corner by stairs
Woodland Presbyterian Church 1324 Columbia Drive	(Ken Trott/prgm) Eileen office 662-5254	- Call Eileen 1st to make sure she is there. 2 Buckets
Community Center/Senior Ctr 2001 East Street	Maintenance Staff 661-5880 x 2311 or Sr Ctr Staff 661-5890	2 buckets - one near the door the Senior Admin office; one in the Senior Loungue area
Community Development 520 Court Street	Heidi Hopper 406-5109	1 Bucket, front counter
Target 1280 East Gibson Road	customer service desk 661-3982	Customer Service Desk near Front Entrance
Radio Shack at the County Fair Mall 1250 E.Gibson Rd	customer service 666-0398	Customer Service Desk
Waste Management of Wdld 1324 Paddock Pl. Wdld	406-4332 Rachel Kraynak	Customer Service Desk
Nugget Market 157 Main St	662-5479	2 buckets -next to plastic bag recyclers/near juice bar at N.side of bldg entrance
County Marissa (530) 666-8813		
Administration Building 625 Court Street Woodland	Ray Medina x8074	graphics lower level Ray Groom x8120 authorized public use
Yolo County Health Dept. 137 N. Cottonwood Woodland	Celestino Mojica x6340 cell 681-9132	Front desk lobby of each building entrance

Health Department (W.Sac) 500 Jefferson Bldg B	Celestino Mojica x6340 cell 681-9132	Mo is the coordinator located in Bldg B
Esparto Convenience Ctr.	Jim 787-3387	Just call to remind of HHW date
DESS 25 North Cottonwood	Don Carothers x2766	Lobby
DESS 170 Beamer	Don Carothers x2767	Lobby
PR&PW 292 West Beamer Woodland	Jennifer Kalinen x 8775	Reception area in front office
Yolo County Central Landfill	666-8852	Reception area in front office
Winters Carol Scianna (530) 795-2820 x115		
City Hall 318 First Street	Carol Scianna 795-2820 x115	Clerk's office to right of entrance

Exhibit B

Based on the current salary rate and the current mileage reimbursement, payment to the County of Yolo should be based on the following information:

County Staff Hourly Rate

\$34.92 / Hour

Fuel/Mileage Rate

\$0.505 / Mile

**The rate charged to the CITY
per collection for each
collection site shall be:**

\$28.00

		Cost		Cost
Battery Buckets	2.5 gallon	\$3.00	Off Schedule Pickup Fee	\$10.00
			Normal Pickup Charge	<u>\$28.00</u>
Battery Drums	55 gallon	\$35.00	Total Charge	\$38.00