

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE COUNTY OF CONTRA COSTA AND THE WEST COUNTY WASTEWATER DISTRICT  
REGARDING SOLID WASTE COLLECTION FRANCHISE FEES  
AND WASTE DIVERSION PROGRAM IMPLEMENTATION**

**1. PARTIES.** Effective on the date this agreement is approved by both Parties, the West County Wastewater District, a sanitary district formed under the Sanitary District Act of 1923 ("District"), and the County of Contra Costa, a political subdivision of the State of California ("County"), mutually promise and agree as follows.

**2. PURPOSE.** The purpose of this Memorandum of Understanding ("MOU") is to authorize two payments of \$30,000.00 each from the County to the District to partially offset the District's actual cost of implementing the selected waste diversion activities specified herein.

**3. INTEGRATED WASTE MANAGEMENT ACT.** County has certain solid waste responsibilities under the California Integrated Waste Management Act of 1989 (California Public Resources Code ("PRC") Sec. 40000 et seq.; the "Act"). The Act, as in effect on the effective date of this MOU and as it may be amended from time to time, is called the "Act" in this MOU. References to Sections of the Act are references to such Sections as in effect on the effective date of this Agreement and as they may be amended from time to time. The Act is administered by the California Integrated Waste Management Board ("CIWMB"). In partial fulfillment of its responsibilities under the Act, County has joined with other local agencies in the adoption of its Countywide Integrated Waste Management Plan (Parts I-IV in two volumes, and a third volume, Responses to Comments on Draft, all dated May 1993), and has prepared and adopted its Source Reduction and Recycling Element dated May 1993, its Household Hazardous Waste Element dated May 1993, and its Non Disposal Facility Element dated May 1993. The three Elements, including any previous or later amendments, are called the "Solid Waste Plans." The Act authorizes memorandums of understanding such as this MOU (PRC Sec. 40976).

**4. SOLID WASTE AND RECYCLING COLLECTION FRANCHISE.**

A. County has entered into a Franchise Agreement with Richmond Sanitary Service ("RSS"), effective October 12, 1993, and amended by Amendment No. 1 dated January 18, 1994. (The Franchise Agreement, as amended and as the same may be amended in the future, is called the "County/RSS Franchise".) Under the terms of the County/RSS Franchise, County grants RSS exclusive rights to collect and dispose of specified solid wastes originating within certain unincorporated areas within West County. The "Unincorporated West County Area" as used herein refers to all unincorporated areas in Contra Costa County where regular collection of solid waste and/or recyclables is provided pursuant to the County/RSS Franchise, including the communities of East Richmond Heights, El Sobrante, Montalvin Manor, North Richmond, Rollingwood and Tara Hills as well as a portion of Alhambra Valley.

B. During the term of this MOU, County will continue to administer the County/RSS Franchise within the Unincorporated West County Area, and District agrees not to grant any franchise or contract, or issue any license or permit, for solid waste collection, hauling or disposal services in some or all of the Unincorporated West County Area that is included in

an approved County franchise service area.

C. Under the terms of the County/RSS Franchise, RSS collects a franchise fee from customers in the Unincorporated West County Area and pays the franchise fee to the County to cover the County's costs of complying with the Act and administering the County/RSS Franchise, including regulation of rates by the County. During the term of this MOU, Franchise fee monies collected by RSS will continue to be paid directly to the County.

**5. ANNUAL PAYMENT TO DISTRICT.** Once each year during the term of this MOU, the County will pay \$30,000 of franchise fee monies received from RSS to the District to help offset the District's costs associated with implementing the selected programs identified in Section 6, pursuant to the terms identified herein.

**6. SELECTED PROGRAMS.** The County has instituted certain programs to comply with the Act. Recognizing that the Act's solid waste requirements and State interpretations of them change and can be expected to change in the future, the County and the District agree to work together to meet changing State requirements, adapting the programs as appropriate. The District will use any RSS franchise fee revenue paid to it by the County on programs that fall into the following general categories pursuant to the terms identified in this MOU. Unless otherwise stated herein, for each program, District may use money received from the County under this MOU to reimburse either: (a) up to 100% of the District's direct costs related to programs falling in the below categories; or (b) up to 34% of total program costs including staff costs, whichever is greater. This percentage of total costs was selected as a means of allocating fair share of funding based on the estimated unincorporated area jurisdictional population within the District's service area. The majority of the District's service area is within the Cities of Richmond, San Pablo and Pinole, and only about one-third of the population served by the District lives within the Unincorporated West County Area.

- a. **Sanitary District Reporting - New.** Establish a system for the County to obtain the following information from Sanitary Districts within the County on an annual basis. Franchise fee funding may be used to reimburse up to 100% of the District's total costs for this program category.
  1. Quantities of sewage sludge landfilled, incinerated, composted, land applied or chemically fixed
  2. Quantities of wastewater treatment by-products landfilled, incinerated, composted, land applied, chemically fixed or diverted in some other fashion (describe how diverted)
  3. End uses and final destinations for sewage sludge landfilled, incinerated, composted, land applied, chemically fixed or diverted in some other fashion
  4. End uses and final destinations for wastewater treatment by-products landfilled, incinerated, composted, land applied, chemically fixed or diverted in some other fashion
- b. **Legislation and Regulation Updates - New.** Provide the County with periodic written updates, regarding legislation and new or changed regulations directly affecting the final disposition of sewage sludge. Franchise fee funding may be used to reimburse up to 100% of the District's total costs for this program category.

- c. **Thermometer Exchange Program - Existing.** The District funds and will continue to fund an existing Thermometer Exchange Program which operates in conjunction with the West Contra Costa Integrated Waste Management Authority.
- d. **Motor Oil Collection Containers – Existing.** The District will continue to administratively fund, promote and distribute motor oil collection containers for recycling at all District facilities which operate in conjunction with the West Contra Costa Integrated Waste Management Authority.
- e. **Fats, Oils & Grease (FOG) Public Education Program - Existing.** The District has and will continue to implement an existing Fats, Oils & Grease (FOG) Public Education Program, involving the development or distribution of materials that educate the public of the importance of not discarding these materials into the sewer system or placing them in the trash and instead encourages them to recycle fats, oils and grease.
- f. **Public Education & Outreach - New.** The District and County have various public education and outreach materials with some common messages related to proper management and recycling of certain solid wastes. If the District is interested in using some franchise fee funding to support development and/or distribution of additional public education and outreach materials aimed at reducing amount of waste disposed in landfills, a written proposal should be submitted subject to the review and approval of the County's Conservation and Development Director. This written proposal should include but not necessarily be limited to a description of the proposed activities (develop new brochure, distribute new brochure, distribute existing flyer, etc.), content (message to be communicated), distribution approach (direct mail to residents and/or businesses in the Unincorporated West County Area, dedicated yellow pages tab in West County phone book, etc.), timeline and estimated costs. Amount of funding that would be made available to reimburse for costs related to this subsection will depend on the nature of the activity and will be determined by the County based on review of the District's written proposal (e.g. direct mail costs would only be reimbursed for addresses within the Unincorporated West County Area).
- g. **Climate Protection – New.** The District operates or will institute, administratively fund and promote several activities to assist the County in meeting its climate protection goals. These activities include, but are not limited to, the installation of alternative energy sources including an array of photovoltaic solar panels, a program to replace incandescent lighting with fluorescent lighting, light bulb recycling, paper recycling, glass and metal recycling and tree planting. Franchise fee funding shall only be used to cover the above described proportion of direct or total program costs for the District's expenses directly associated with the recycling activities associated with this program (light bulbs, paper, glass and metal).
- h. **Biosolids Diversion and Reduction– New.** The District presently solar dries its biosolids to the point at which it is suitable for use as daily cover in the West County Landfill. It also instituted, funds and promotes a sewer lateral grant program whereby it funds the replacement of building sewers and sewer laterals in order to reduce the amount of infiltration and inflow and the corresponding quantity of biosolids it generates and must dispose of.

- i. **Biosolids Transportation - New.** The District's biosolids are presently solar dried and transported to the West County Landfill. Under the terms of a permit agreement between the District and West County Landfill, the District's biosolids will be diverted outside of Contra Costa County when West County Landfill is no longer able to incorporate the District's biosolids as part of the landfill's daily cover. That will cause the District to incur costs in order to transport its biosolids to East Contra Costa County, Solano County or elsewhere including a regional biosolids to energy facility for diversion. The District funds a research project as an alternative biosolids/construction/green waste disposal method that will divert waste from the landfill.
- j. **Pharmaceutical Reduction – New.** The presence of pharmaceuticals and various prescription medications in sewage biosolids and sewage effluent has become a topic of nation-wide concern. Regulations are being promulgated that will strictly regulate the presence of pharmaceuticals and prescription medications in sewage biosolids and effluent. The District will institute, administratively fund and promote a pharmaceutical and prescription medication recycling and public education program. To minimize potential confusion or duplication of effort, the District will collaborate with the West Contra Costa Integrated Waste Management Authority on the design and implementation of this program..
- k. **Composting – New.** The District is investigating the feasibility of composting the biosolids it generates. Composting will result in the recycling of some or all of the District's biosolids and the diversion of its biosolids outside of the West County Landfill.
- l. **Awards Program – New.** The District will institute, administratively fund and promote an awards program whereby it will reward local businesses, individuals and entities for success they achieve in some or all of the above-referenced programs.
- m. **Additional Programs – New.** The list of approved programs, and the level of funding, may be expanded, contracted or deleted by the mutual agreement of the County and the District.

The County reserves the right to change the list of selected programs as state requirements change, or as the County changes its Integrated Waste Management Plans or programs to meet state requirements. The County will provide prior written notice to the District before changing the list of selected programs or its Integrated Waste Management Plans or programs.

**6. ANNUAL REPORT FROM DISTRICT.** Once each year during the term of this MOU, the District shall submit an Annual Report to the County no later than 45 days after the close of the annual funding period. The first funding period begins on the effective date of this MOU and ends one year later. The second funding period begins at the conclusion of the first. Each report will detail activities conducted and amount of actual expenses for each program for which the District used franchise fee revenue during the annual funding period.

**7. AMENDMENT.** This MOU may only be modified or amended by a written document approved by the District's Board of Directors and County's Board of Supervisors.

**8. NO THIRD PARTY BENEFICIARIES.** Nothing in this MOU is intended, nor shall it be construed, to create rights inuring to the benefit of third parties.

**9. SOLE REMEDY.** The sole remedy for violation of this MOU is the specific performance of this MOU. The County and District waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and District will have no liability for damages to one another or to any person or entity resulting from any violation of this MOU.

**10. TERM.** This MOU shall become effective when fully executed by both Parties and shall expire two years after the effective date unless otherwise agreed to in writing by both Parties. This MOU may be terminated at the end of the first funding period upon the mutual written agreement of the Parties.

**WEST COUNTY WASTEWATER DISTRICT**, a sanitary district

**COUNTY OF CONTRA COSTA**, a political subdivision of the State of California

By: \_\_\_\_\_  
E.J. Shalaby, General Manager

By: \_\_\_\_\_

Attest: DISTRICT CLERK

Attest: CLERK OF THE BOARD

By: \_\_\_\_\_  
Maria L. Sena, Secretary to the Board

By: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Date of Approval: \_\_\_\_\_