

## Attachment C

### FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the City of Cupertino (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 28, 2024, is hereby amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 3. FIXED PROGRAM COST is amended in full to read:

#### 3. FIXED PROGRAM COST

Estimated HHW Fixed Program Costs are projected in Attachment B-1, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed \$5.07 per household for Fiscal Years 2025 and 2026. Fixed Program Cost will not exceed \$5.19 per household for Fiscal Year 2027. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease 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.

2. Section 6. VARIABLE COST PER CAR is amended in full to read:

#### 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 \$66.02 per participating resident car for Fiscal Years 2025 and 2026. The Variable Cost Per Car is estimated to be approximately \$86.73 per participating resident car for Fiscal Year 2027. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José 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 the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

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3. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

### 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this AGREEMENT to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. 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 \$ 133,081 to the Countywide HHW Program during Fiscal Years 2025 and 2026 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, 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 offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$169,513.83 to the Countywide HHW Program during Fiscal Year 2027 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-2, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, 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 offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30<sup>th</sup> of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30<sup>th</sup>. The annual cost statement will take into consideration costs incurred on behalf of

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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.

- 4. Section 17. INFORMATION AND APPOINTMENT LINE is amended in full to read:

**17. 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, except for COUNTY-recognized holidays 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.

- 5. Attachment C-2 "HHW Schedule Of Collection Events for Fiscal Year 2026/2027" attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

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

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

COUNTY OF SANTA CLARA

CITY OF CUPERTINO

Signature:

Signature:

\_\_\_\_\_  
James R. Williams  
County Executive

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

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

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

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
Willie Nguyen

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Deputy County Counsel

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

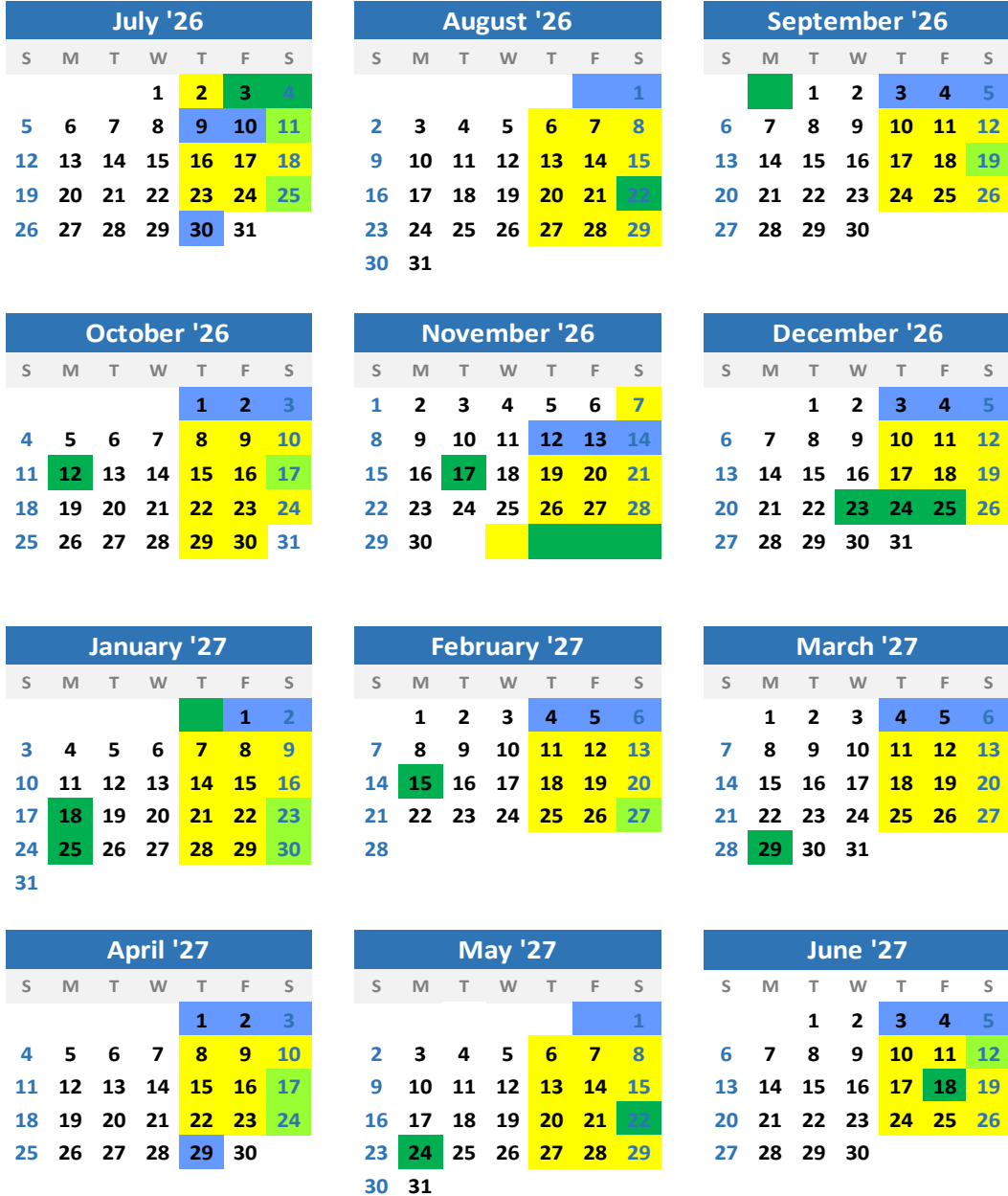
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**ATTACHMENT C-2: HHW SCHEDULE OF COLLECTION EVENTS FOR  
FISCAL YEAR 2026/2027\***

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# 2026-2027

## HHW Schedule of Collection Events for Fiscal Year 2026/2027



**\*Schedule subject to change\***

KEY:		
Las Plumas Permanent	102	
LP & SM Permanent	34	136 Total Permanent Events
Temporary Event	10	146 Total Events
Holiday	11	