

YOLO COUNTY AGREEMENT NO. 25-__

**MEMORANDUM OF UNDERSTANDING
FOR COLLECTION AND DISPOSAL
OF HOUSEHOLD BATTERIES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) made and entered into on the 1st of March, 2025, 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”).

RECITALS

WHEREAS, COUNTY and CITY entered into a Memorandum of Understanding for Collection and Disposal of Household Batteries and Pharmaceuticals (“MOU”) on April 24, 2018 for the safe collection and disposal of household batteries and pharmaceuticals; and,

WHEREAS, COUNTY and CITY wish 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 transportation and shipping 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, transport or ship 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; and

WHEREAS, COUNTY and CITY entered in a similar Memorandum of Understanding for the collection and disposal of household batteries, and the parties intend to replace the existing Memorandum of Understanding to no longer include collection and disposal of pharmaceuticals;

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

AGREEMENT

1. **SERVICES.** The COUNTY agrees to furnish the CITY the following services including, but not limited to the following:
 - a. Household Batteries
 - i. 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 once per 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.

- ii. Off schedule battery pick-ups, at CITY's request, shall be subject to an additional \$75.00 collection fee as outlined in Exhibit B.
- iii. No pick ups shall occur either on or off schedule without the prior consent of the CITY.
- iv. After two occurrences of over-flowing battery 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.
- v. In no event shall CITY have more than ten (10) collection sites at any time.

2. PAYMENT

- a. COUNTY shall invoice the City on an annual basis on or before June 10th, for the preceding fiscal year. CITY shall be billed at a rate of \$50.00 per requested battery collection and any other off schedule fees as stated in Exhibit B if off schedule pickups are requested. A list of the requested collections from the preceding year shall be attached to the invoice.
- b. CITY agrees to pay COUNTY the amounts shown on the invoice for services provided.
- c. COUNTY may revise the rates to account for increasing costs incurred by COUNTY by giving CITY notice by April 30th each year. The rates shall be effective for the year commencing July 1, 2025 and each July 1st, thereafter.

3. TERM AND TERMINATION

- a. Term. The term of this MOU shall continue until terminated pursuant to subsection (b) or (c).
- 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 Community Services 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 Manager or designee. The CITY Manager, 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
Leslie Lindbo
Director of Community Services
County of Yolo
44090 CR 28H
Woodland, CA 95776

TO CITY
Ken Hiatt
City Manager
City of Woodland
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 or email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following contacts are used:

To COUNTY: Fax: (530) 666-8853
Email: Marissa.juhler@yolocounty.gov

To CITY: Fax: (530) 661-5813
Email: rosie.ledesma@cityofwoodland.gov

- c. Any party may change the address, email 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: upon delivery if personally served, upon confirmation of delivery if served using email address or facsimile machines, or on the fifth (5th) 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 supersedes all prior negotiations, representations, or agreements, whether written or oral, including the prior Memorandum of Understanding for Collection and Disposal of Household Batteries entered into between COUNTY and CITY on April 24, 2018. 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

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


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

Mary Vixie-Sandy, Chair
Board of Supervisors



Ken Hiatt
City Manager

Attest:
Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

By _____
Deputy

Approved as to form
Philip J. Pogledich, County Counsel

By 

Kimberly Hood, Chief Assistant County Counsel

EXHIBIT A - Woodland Battery Drop Off Locations

Pickup	BATTERY PICK-UP SITES			EXHIBIT A		
Y or N	Address	Point of Contact	Remarks	Lithium	Signature	Quantity (gal)
	Woodland	Rosie Ledesma (530) 406-5109		Y or N		
	True Value 345 W. Main St.	Howard Doyle 530.666.5604	2 buckets up front.			
	City Hall 300 First Street	Rosie Ledesma 530.661.2059	Main Foyer by & under display table in the corner by stairs			
	Community Center/Senior Ctr 2001 East Street	Kris Bain 530.661.2002	2 buckets - Parks & Rec break room; Senior Lounge area			
	Ace Hardware 1350 E. Main Street	Chris (receiving area) 530.665.1036	30-gal drum at back loading dock			

Exhibit B			Effective through 6/30/2025	
Labor Rate		Hourly Rate	Hours	Monthly Labor Rate
Collection, coordination, tracking/reporting, customer service		\$60.91	8	\$487.28
		Monthly Labor	Months	Annual Labor Rate
		\$487.28	12	\$5,847.36
		Monthly Labor	Pick Ups Per Month	Cost Per Pick Up
		\$487.28	12	\$41
Fuel Rate		Per Gallon Rate	Avg. Miles Per Month	Monthly Fuel Cost
		0.585	138	\$80.73
			Months	Annual Fuel Cost
			12	\$968.76
			Pick-Ups Per Month	Cost Per Pick-Up
			12	\$7
Administrative Rate		Hourly Rate	Hours	Monthly Admin Cost
Billing, MOU oversight, customer service		\$74.76	1	\$74.76
			Months	Annual Admin Cost
			12	\$897.12
			Pick-Ups Per Month	Cost Per Pick-Up
			12	\$6
Recycling		Average Weight of Drum	Cost Per Pound	Monthly Disposal Cost
		665	\$1.04	\$691.60
			Average Drums	Annual Disposal Cost
			24	\$16,598.40
			Pick-Ups Per Month	Cost Per Battery Pick-Up
			12	\$58
Total Monthly for Battery and Pharmaceutical Collection				
Cost Per Pick Up including Recycling				\$108
Less Disposal Amount Already Covered by Tipping Fees for Batteries				\$58
New Per Pick Up Rate				\$50
Total Annual Cost				\$24,311.64
Battery Buckets	2.5 gallon	Cost	Off Schedule Pickup Fee	Cost
		\$22.00		\$24.36
Battery Drums	30-gallon	\$196.00	Normal Pickup Charge	<u>\$50.37</u>
			Total Charge	\$75