



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Public Works
Department No.: 054
For Agenda Of: January 9, 2024
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Scott D. McGolpin, P.E., Director, (805) 568-3010
Director:
Contact Info: Jeanette Gonzales-Knight, P.E., Interim Deputy Director,
(805) 882-3605
SUBJECT: Approval of Agreement with PaintCare Inc. for Management of Paint-Related
Materials Collected Through the County's Household Hazardous Waste
Collection Program; First, Second, and Third Supervisorial Districts

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the attached Agreement between the County of Santa Barbara and PaintCare Inc. ("PaintCare") for the management of paint-related materials collected through the County's Household Hazardous Waste Collection Program;
- b) Approve and authorize the Director of Public Works, or his/her designee, to, in accordance with the Agreement, add additional County sites, exercise the County's rights regarding renewal of the agreement, and make immaterial amendments; and
- c) Find that the Agreement does not constitute a "Project" within the meaning of the California Environmental Quality Act, pursuant to 14 CCR §15378 (b)(5) (administrative activity of government) and 14 CCR §15378(b)(4) (government fiscal activity).

Summary Text:

The County currently operates household hazardous waste collection programs, which include the collection of paint-related materials, for residents and businesses in the unincorporated areas of the County and in the cities of Goleta, Santa Barbara, and Solvang. The proposed Agreement with PaintCare, a paint stewardship organization funded by the paint industry, will enable the County to continue collecting paint products from the community at significantly reduced costs. Based on the quantity of paint-related products historically collected through the program, the County and its jurisdictional partners will save a minimum of \$80,000 per year in recycling/disposal costs. The County currently benefits from PaintCare's services via the County's contract with Clean Harbors Environmental Services, Inc. (Clean Harbors), the hazardous waste company hired to transport and recycle and/or dispose of hazardous waste collected through the County's programs; however, PaintCare has requested a direct agreement with the County moving forward to operate in accordance with their guidelines and contractual language, which initiated the development of the new proposed Agreement.

Background:

California Assembly Bill 1343, signed into law on September 28, 2010, established the Architectural Paint Recovery Program (APRP) and required paint manufacturers in California to develop a product stewardship program for leftover or unused latex and oil-based paint. As a result, the paint manufacturers formed a non-profit organization called PaintCare, Inc. to administer the APRP. The program is funded by fees charged to consumers at the point of sale. PaintCare then uses the fee revenue to pay for the collection, transportation, and recycling/disposal of the collected paint.

The County's Community Hazardous Waste Collection Center on the University of California at Santa Barbara (UCSB) campus has served as a PaintCare collection site since January 2014. At that time, the County entered into an indirect agreement with PaintCare via an amendment to its hazardous waste transportation and disposal contract with Clean Harbors. The amendment allowed Clean Harbors to seek payment for paint-related management costs from PaintCare, rather than from the County. For the County to continue benefiting from the PaintCare payment program, the current indirect agreement with PaintCare must be substituted with a direct Agreement between the two parties.

Performance Measure:

The current performance measure for operating the Community Hazardous Waste Collection Center at UCSB is \$1.67 per pound of waste collected. The cost per pound incorporates three financial aspects of the program: 1) County administrative costs; 2) UCSB costs to lease and staff the facility; and 3) transportation and recycling/disposal costs. The proposed Agreement with PaintCare pertains to the third financial component, as it will lower the County's costs to transport and recycle paint-related materials.

Fiscal and Facilities Impacts:

Based on the quantity of paint-related products historically collected through the County's household hazardous waste collection program, the County will save a minimum of \$80,000 per year in recycling/disposal costs. There are no proposed facility impacts.

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Key Contract Risks:

PaintCare has included limitations on its own liability and indemnification obligations to the County and instead requires their selected hauler to indemnify the County. The County does not have control of selection of the hauler. Fortunately, the hauler selected by PaintCare is currently Clean Harbors, which is also the hauler hired by the County to transport and recycle and/or dispose of hazardous waste collected through the County's programs. In the County's current Clean Harbors contract, indemnification and insurance coverage is extended to include transportation and disposal or recycling of materials collected under the PaintCare Program. To mitigate the potential additional risk exposure presented by a change in hauler, the County has negotiated the ability to terminate the PaintCare contract with only ten (10) days' notice. This allows the County to cease services with PaintCare should the hauler be changed.

Staffing Impacts: None

Special Instructions:

Please provide a certified minute order and a signed copy of the Agreement to Tori Kampmann in the Public Works Department, Resource Recovery and Waste Management Division of Public Works, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101.

Attachments:

Attachment A: Agreement with PaintCare, Inc.

Authored by:

Leslie Robinson, Program Manager, (805) 882-3615