



## **CITY OF MARTINEZ**

## **CITY COUNCIL AGENDA October 21, 2009**

**TO:** Mayor and City Council  
**FROM:** Commander Eric Ghisletta  
**SUBJECT:** Pharmaceutical Collection Program  
**DATE:** October 2, 2009

### **RECOMMENDATION:**

It is recommended that the City Council approve the Pharmaceutical Collection Program Memorandum of Understanding between City of Martinez and Central Contra Costa Sanitary District.

### **BACKGROUND:**

In 2007 the common practice of flushing expired or unwanted pharmaceuticals down a drain or toilet became illegal. Research has found small amounts of pharmaceutical drugs collecting in surface water bodies (stream, lakes, and rivers). Pharmaceuticals enter these waters through wastewater treatment plants that treat residential, commercial and/or industrial wastewater.

The majority of these pharmaceuticals enter the sewer system through disposal of unused or expired medications down the toilet or drain. Wastewater treatment plants are designed to remove conventional pollutants such as solids and biodegradable materials; they are not designed to remove man-made pollutants such as medications. Increased amounts of pharmaceuticals in surface water bodies have been shown to increase bacterial resistance to antibiotics. This is a complex issue and the level of risk to humans and the environment is still being determined.

One way to reduce the pharmaceutical levels in surface water bodies is to reduce the amount entering wastewater treatment plants. This can be accomplished with collection programs and educating residents and health care professionals on proper disposal methods.

In addition to the environmental benefits, this program will contribute to the community by preventing unused pharmaceuticals of reaching those intending to abuse them. Over-the-counter decongestants containing pseudoephedrine are used in the manufacturing of methamphetamines. The proposed pharmaceutical pilot program will benefit the community and environment by providing education and a convenient way to properly dispose of unused or expired pharmaceuticals.

If approved, residents can dispose of pharmaceuticals at the Martinez Police Department Lobby. The Central Contra Costa Sanitary District (CCCSD) will provide the interior 18-gallon plastic containers and will retain and pay for a vendor who is licensed to transport and dispose of collected material. Allied Waste will provide a secure container that will be outfitted by City staff with appropriate information and partner logo. Comprehensive outreach and education including pamphlets, brochures and advertising will be provided by CCCSD and Allied Waste. The City of Martinez will be responsible for minimal marketing through the City's website, routine maintenance of the container and collection of pharmaceuticals from the container located in the Police Department Lobby.

The container in the Police Lobby will be secured to the wall and/or floor and be located within site of the lobby cameras and front desk. Federal mandates require law enforcement agencies collect unused pharmaceuticals. Martinez Police Department will be responsible for removing, weighing and cataloguing medications from the bin. The collection process does not require direct contact with the items. The bin includes a scale that weighs the internal container. Police staff immediately seals the container using evidence tape to secure the lid and records its weight. The internal container is then catalogued and stored in the police evidence room until collection.

**FISCAL IMPACT:**

Approval of the Memorandum of Understanding has no direct financial impact on the City of Martinez. All capital costs will be incurred and maintained by Central Contra Costa Sanitary District. Staff time will be required for collection and limited marketing activities.

**ACTION:**

Move to approve Memorandum of Understanding between City of Martinez and Central Contra Costa Sanitary District (CCCSD)

**APPROVED BY:**



City Manager

**APPROVED BY:**



Chief of Police

RESOLUTION NO. -09

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARTINEZ AND CENTRAL CONTRA COSTA SANITARY DISTRICT REGARDING A PHARMACEUTICAL COLLECTION PROGRAM

**WHEREAS**, there is a growing concern about the potentially adverse effects of pharmaceuticals released into the environment through treated wastewater; and

**WHEREAS**, unwanted or expired pharmaceuticals lawfully in the possession of residents often includes controlled substances; and

**WHEREAS**, the City and Central Contra Costa Sanitary District desire to form a partnership to conduct a program to legally collect unwanted or expired pharmaceuticals, including prescribed and controlled substances, from residents; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Martinez hereby approves the Memorandum of Understanding between the City and Central Contra Costa Sanitary District.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez, at a Regular Meeting of said Council held on the 21<sup>st</sup> of October, 2009.

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK  
CITY OF MARTINEZ

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MARTINEZ AND  
CENTRAL CONTRA COSTA SANITARY DISTRICT  
REGARDING A PHARMACEUTICAL COLLECTION PROGRAM**

This Memorandum of Understanding ("**Agreement**") is entered into effective as of \_\_\_\_\_ ("**Effective Date**") by and between Central Contra Costa Sanitary District, a public corporation, ("**CCCSD**") and the City of Martinez, a political subdivision of the State of California, ("**City**"). CCCSD and the City are collectively referred to herein as the "**Parties**."

**WHEREAS**, there is a growing concern about the potentially adverse effects of pharmaceuticals released into the environment through treated wastewater;

**WHEREAS**, abuse of prescription drugs by teenagers and young adults is a growing community problem;

**WHEREAS**, unwanted or expired pharmaceuticals lawfully in the possession of residents often includes controlled substances;

**WHEREAS**, the City and CCCSD desire to form a partnership to conduct a program to legally collect unwanted or expired pharmaceuticals, including prescribed and controlled substances, from residents;

**NOW THEREFORE**, the Parties agree as follows:

Section 1. The City and CCCSD will develop guidelines and procedures for managing, collecting, storing, and disposing of the pharmaceutical wastes during the pilot program. The collection of the pharmaceuticals will be under the supervision of the City.

Section 2. CCCSD will provide transport boxes for a secure container for the collection of unwanted or expired pharmaceuticals. The secure container will be provided by Allied Waste under a separate arrangement with the City. The City will be responsible for the routine cleaning, repair and replacement of the collection container and for changing of the transport boxes inside the collection container.

Section 3. CCCSD will retain and pay for a vendor who is licensed to transport and dispose of the pharmaceuticals that are collected. CCCSD will manage the vendor contract and pay for all costs of the pharmaceutical transport and disposal. The City will schedule pick-ups of pharmaceuticals from the City of Martinez Police Department.

Any contract CCCSD enters into with a vendor for the transportation and disposal of pharmaceuticals will contain a provision that the vendor will indemnify the City against all claims, costs and liability for any damages, including consequential damages, from any cause arising directly or indirectly from the services provided under

the contract. The contract between CCCSD and the vendor will also contain a provision requiring the vendor to have liability insurance and name the City of Martinez as an additional insured as to all services performed by the vendor under the contract.

Section 4. The City will supervise and manage the collection of unwanted pharmaceuticals at 525 Henrietta Street, Martinez, CA 94553. The City will remove the pharmaceuticals from the collection containers and temporarily store pharmaceutical wastes at the 525 Henrietta Street, Martinez, CA 94553 until collection by the disposal vendor.

Section 5. CCCSD will be responsible for all costs and liabilities arising from or related to its actions under this Agreement. The City will be similarly responsible for all costs and liabilities arising from or related to its actions under this Agreement.

Section 6. The City and CCCSD will cooperate to conduct periodic evaluations to determine types, quantities and other information about the pharmaceuticals collected under this Agreement.

Section 7. The City and CCCSD will meet regularly to assess and investigate ways to improve the effectiveness of the collection of pharmaceuticals under this Agreement.

Section 8. The City and CCCSD will cooperate to promote and advertise the pharmaceutical collection program to central Contra Costa County residents. All such costs of promotion and advertisement will be borne by CCCSD.

Section 9. If mutually agreed, the City and CCCSD may conduct one-day pharmaceutical collection events at locations other than where the regular collection containers are located. CCCSD will provide the secure collection containers for the one-day events and will be responsible for the transportation and disposal of any pharmaceuticals collected and any costs associated with the transportation and disposal of the pharmaceuticals. The City will be responsible for supervising the collection event, which includes providing staff to collect, transport and temporarily store pharmaceutical wastes at 525 Henrietta Street, Martinez, CA 94553 until collection by the disposal vendor.

Section 10. The CCCSD agrees to indemnify and hold harmless the City for the CCCSD's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the CCCSD, its officers or employees in the performance of this Agreement.

Section 11. The City agrees to indemnify and hold harmless the CCCSD for the City's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the City, its officers or employees in the performance of this Agreement.

Section 12. The term of this agreement shall be from the effective date set fourth above until one (1) year after such effective date. This agreement shall be automatically renewed annually thereafter. Furthermore, this Agreement may be terminated unilaterally by either Party upon thirty (30) days advance written notice to the other Party, and may be cancelled immediately by written mutual consent.

Section 13. Nothing contained in this Agreement is intended to or confers upon any person, other than the Parties, any rights or remedies hereunder.

Section 14. This Agreement may be amended only by a written document executed by the Parties. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

Section 15. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged remain in full force and effect.

Section 16. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which taken together constitute one instrument.

Section 17. This Agreement is governed by and construed in accordance with the laws of the State of California.

**IN WITNESS WHEREOF,** This Agreement is signed and agreed to by the City and CCCSD and is effective as of the Effective Date.

City of Martinez

Central Contra Costa Sanitary District

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
District Counsel