

Attachment A

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and The Regents of the University of California on behalf of the University of California, Santa Barbara, with an address at University of California, Santa Barbara, Environmental Health and Safety, Building 565, Mesa Road, Santa Barbara, CA 93106 (hereafter UNIVERSITY) wherein UNIVERSITY agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY is mandated to provide collection programs for small quantities of hazardous waste from South Coast households and small businesses, and by reason of said mandate becomes a generator of hazardous waste; and

WHEREAS, UNIVERSITY has constructed such a collection facility to handle hazardous waste generated by UNIVERSITY, and is in addition able to provide for collection of community waste on a limited regular basis; and

WHEREAS, UNIVERSITY desires to make available to COUNTY the use of its hazardous waste facility for purposes of facilitating COUNTY's hazardous waste collection mandate, in fulfillment of UNIVERSITY's mission of public service;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Leslie Wells at phone number (805) 882-3611 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Ali Aghayan at phone number (805) 893-8533 is the authorized representative for UNIVERSITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: County of Santa Barbara
Public Works Department
Resource Recovery & Waste Management Division
130 East Victoria Street, Suite 100
Santa Barbara, CA 93101

To UNIVERSITY: University of California
Environmental Health and Safety
Building 565
Santa Barbara, CA 93106-5132
With a copy to:
The Regents of the University of California
Business & Financial Services
3203 SAAB
Santa Barbara, CA 93106-1150

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

UNIVERSITY agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

UNIVERSITY shall commence performance on July 1, 2016 and end performance upon completion, but no later than June 30, 2018, unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for UNIVERSITY's services, UNIVERSITY shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that UNIVERSITY (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which UNIVERSITY shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that UNIVERSITY is performing its obligations in accordance with the terms and conditions hereof. UNIVERSITY understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. UNIVERSITY shall be solely liable and responsible for providing to, or on behalf of its employees, all legally-required employee benefits. In addition, UNIVERSITY shall be solely responsible for all matters relating to payment of UNIVERSITY's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, UNIVERSITY may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

UNIVERSITY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, UNIVERSITY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which UNIVERSITY is engaged. Permits and/or licenses shall be obtained and maintained by UNIVERSITY without additional compensation.

8. DEBARMENT AND SUSPENSION

UNIVERSITY certifies to COUNTY that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. UNIVERSITY certifies that it shall not knowingly contract with a subcontractor that is so debarred or suspended.

9. TAXES

UNIVERSITY shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on UNIVERSITY's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, UNIVERSITY agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

UNIVERSITY covenants that, to the best knowledge of its signatory, UNIVERSITY presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would materially conflict in any manner or degree with the performance of services required to be performed under this Agreement. COUNTY retains the right to waive a conflict of interest disclosed by UNIVERSITY if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to UNIVERSITY in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY and UNIVERSITY shall be mutual owners of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Both COUNTY and UNIVERSITY shall not release any of such items to other parties except after prior written approval of the other party, or except as required by law.

Unless otherwise specified in EXHIBIT A, UNIVERSITY and COUNTY share all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by UNIVERSITY or COUNTY pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY and UNIVERSITY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. UNIVERSITY and COUNTY agree to take such actions and execute and deliver such documents to the other as may be needed to validate, protect and confirm the rights and assignments provided hereunder. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

A. UNIVERSITY shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. UNIVERSITY shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing UNIVERSITY. UNIVERSITY shall not in any way contract on behalf of or in the name of COUNTY. UNIVERSITY shall not release any informational pamphlets,

notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

B. COUNTY acknowledges that any proposed use of the UNIVERSITY's names, logos, symbols, graphics, and of any other trademarks belonging to or controlled by The Regents of the University of California (hereinafter the "University Marks"), must be approved in advance and in writing by the UNIVERSITY's Policy Officer and that any such use of the University Marks must not in any way state or imply UNIVERSITY's endorsement of any product or service.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for UNIVERSITY's use in connection with the services shall remain COUNTY's property, and UNIVERSITY shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. UNIVERSITY may use such items only in connection with providing the services. UNIVERSITY shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

UNIVERSITY shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of UNIVERSITY's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right, at COUNTY's expense, to audit and review all such documents and records at any time during UNIVERSITY's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), UNIVERSITY shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). UNIVERSITY shall participate in any audits and reviews, whether by County or the State, at no charge to COUNTY.

15. INDEMNIFICATION AND INSURANCE

UNIVERSITY and COUNTY agree to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies UNIVERSITY that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and UNIVERSITY agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

UNIVERSITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by UNIVERSITY as the COUNTY desires.

18. NON-ASSIGNMENT

UNIVERSITY shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to UNIVERSITY, terminate this Agreement in whole or in part at any time, whether for nonappropriation of funds or because of the failure of UNIVERSITY to fulfill the obligations herein.

1. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify UNIVERSITY of such occurrence and, upon thirty (30) days' written notice, COUNTY may terminate or suspend this Agreement in whole or in part. Except as set forth in Section 19.C, subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

2. **For Cause.** Should UNIVERSITY, after a thirty (30) day cure period, continue to default in the performance of this Agreement or continue to materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, UNIVERSITY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by UNIVERSITY, unless the notice directs otherwise.

B. By UNIVERSITY. Should COUNTY fail to pay UNIVERSITY all or any part of the payment set forth in EXHIBIT B, or should COUNTY otherwise materially breach any provision of this Agreement, UNIVERSITY may, at UNIVERSITY's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days' written notice to COUNTY.

C. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay UNIVERSITY for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall UNIVERSITY be paid, pursuant to this Section 19.C, an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. UNIVERSITY shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by UNIVERSITY. The foregoing is cumulative and shall not affect any right or remedy which COUNTY or UNIVERSITY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

UNIVERSITY shall, at its sole cost and expense, comply with all COUNTY, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of UNIVERSITY in any action or proceeding against UNIVERSITY, whether COUNTY is a party thereto or not, that UNIVERSITY has violated any such ordinance or statute, shall be conclusive of that fact as between UNIVERSITY and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, UNIVERSITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which UNIVERSITY is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

[Signature page follows]

Agreement for Services of Independent Contractor between the **County of Santa Barbara and The Regents of the University of California on behalf of the University of California, Santa Barbara.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

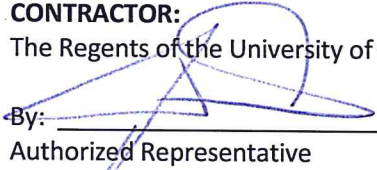
RECOMMENDED FOR APPROVAL:

Scott D. McGolpin

By:  _____
Department Head

CONTRACTOR:

The Regents of the University of California

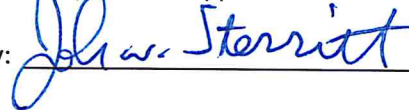
By:  _____
Authorized Representative

Name: Jacob Cooney

Title: Associate Director of Intellectual Man

Date: 5/16/16

UCSB Department Approval:

By:  _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____

EXHIBIT A

STATEMENT OF WORK

I. SCOPE OF SERVICES

UNIVERSITY shall provide a location at UNIVERSITY's Environmental Health and Safety (EH&S) Building for South County residents and small businesses to deposit small quantities of those hazardous wastes authorized under the Operation Plan or Operation Manual, and applicable laws and regulations, in a safe and appropriate manner. Such program shall provide for deposits by residents on every weekend throughout each year of this Agreement and for deposits by small businesses by appointments on every Friday throughout the term of this Agreement. COUNTY's Program shall be developed in consultation with UNIVERSITY, and shall follow the provisions of the Operation Plan or Operation Manual referenced in Paragraph II.B. In the event of a conflict between the provisions of this Agreement and the Operation Plan or Operation Manual, the Operation Plan or Manual shall be subordinate and the provisions of this Agreement shall govern.

II. PROGRAM DIRECTION

- A. The COUNTY shall develop, refine, administer and manage an overall program as approved by COUNTY's Director of Public Works or designee for the collection of hazardous waste from residents and small businesses along the COUNTY's South Coast, including the anticipated use of UNIVERSITY's EH&S facility for the deposit of such waste. Insofar as said Program presumes the use of UNIVERSITY's day-to-day operations, COUNTY shall obtain UNIVERSITY's EH&S Department approval prior to publicizing said Program.
- B. UNIVERSITY will adhere to all policies, procedures and guidelines, collectively called "Operation Plan for the County of Santa Barbara, University of California and Community Environmental Council Permanent Household and CESQG Hazardous Waste Collection Facility" that has been mutually approved by the Parties prior to implementation.

III. PROGRAM OPERATION

- A. In cooperation with COUNTY, UNIVERSITY shall:
 - 1. Make UNIVERSITY's EH&S facility available for collection of small quantities of hazardous waste as specified in the Operation Plan and in Article V.
 - 2. Provide and supervise two or more UNIVERSITY employees (the salaries and benefits for which will be funded by COUNTY) who will have responsibility for the use of UNIVERSITY's facility at all times and such use is contemplated under the terms of this Agreement.
 - i. Provide thorough and comprehensive training for the functions to be provided under the terms of this Agreement.
 - ii. Be responsible for administration of the Operation Plan at the EH&S facility, including the identification, acceptance (or rejection) of all hazardous waste submitted, verification of residency, determination of the appropriate method of disposition, and depositing of all waste in appropriately labeled containers provided by the COUNTY.

- iii. Be responsible for all hazardous materials accepted by UNIVERSITY pursuant to this Agreement while those materials are stored at the UNIVERSITY's EH&S facility.
 - iv. Not knowingly accept hazardous materials not authorized under the Operation Plan or facilitating documentation, or materials which they do not believe can be stored legally, safely and/or compatibly at the EH&S facility.
3. Store all materials submitted within the scope of the Operation Plan, in containers provided by COUNTY and appropriately marked, including identification of COUNTY as the generator, and segregate such containers separately from UNIVERSITY-generated hazardous waste.
4. In consultation with COUNTY, arrange for and supervise the transport of all such hazardous waste no less than every two months and prepare all manifests and other transport and hazardous materials documentation as may be required by law or regulation as from time to time amended or promulgated, maintaining at all times separation of COUNTY's hazardous waste from that generated by UNIVERSITY.
5. Provide to COUNTY, such data and statistics as UNIVERSITY normally maintains and/or the Parties may mutually agree are desirable or required, on a mutually agreeable schedule.
6. Provide such mitigation monitoring documentation as may be required. Such documentation to be retained by the UNIVERSITY Office of Planning and Budget.
7. Provide, at University cost and expense, investigation, emergency response and/or remedial action at collection facility for any hazardous waste spills, toxic materials events or crowd control problems that may arise out of or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, and employees under this Agreement, including performing or authorizing the performance of, or in failing to perform or authorize the performance of, any work, services or functions provided for under this Agreement.

Provide, at County cost and expense, investigation, emergency response and/or remedial action at collection facility for any hazardous waste spills, toxic materials events or crowd control problems that may arise out of or result from the negligent or intentional acts or omissions of COUNTY, its officers, agents, employees, and its transport and treatment contractors and subcontractors, under this Agreement, including performing or authorizing the performance of, or in failing to perform or authorize the performance of, any work, services or functions provided for under this Agreement.
8. Make available at the EH&S site, office space, with availability of telephone and copying equipment. The cost for use of copier equipment, telephone tolls, etc., shall be recharged to COUNTY at UNIVERSITY's actual cost for such use.
9. Provide an authorized individual to sign each Disposal Manifest authorizing the transport and disposal of hazardous waste collected under the program and its EPA Generator Identification Number.
10. In consultation with COUNTY share in the responsibility for obtaining all variances, permits, licenses, registrations, generator identification numbers and other facilitations and documentation and to make any and all filings required for its performance hereunder.
11. Be responsible for interviewing and selecting candidates for UNIVERSITY to employ in facilitation of this Program.

12. Within five (5) days before July 1, 2016, inspect the terrain 100 feet on either side of: (1) Mesa Road, from Los Carneros eastward to University Road, and (2) the University Road and the Stadium Road accesses to the EH&S facility, and certify that said terrain is free of any hazardous material. Representatives from COUNTY shall be invited to participate in said inspection.

B. COUNTY shall:

1. Bear all responsibility for the transportation, treatment or other disposition of COUNTY generated hazardous waste collected at UNIVERSITY's facility.
2. In consultation with UNIVERSITY share in the responsibility for obtaining all variances, permits, licenses, registrations, generator identification numbers and other facilitations and documentation and to make any and all filings required for its performance hereunder.
3. At its sole cost, provide to UNIVERSITY all packaging materials and supplies to be used by UNIVERSITY for storage of hazardous materials accepted under the terms of this Agreement.
4. Provide over-all management and supervision for the COUNTY Hazardous Waste Collection Program, in accordance with COUNTY guidelines and the Operation Plan.
5. Collaborate with UNIVERSITY in establishing in the Operation Plan what waste materials are acceptable under the program and what waste materials will be rejected.
6. Remain current on advances in hazardous waste handling and storage techniques and technology as applicable to COUNTY's Program, and incorporate such advances in the Program.
7. Be responsible for all advertising and promotion of the Program, and shall coordinate all such advertising and publicity with UNIVERSITY's EH&S Department to assure minimum conflicts with UNIVERSITY's day-to-day operating routing and schedule.
8. Provide technical assistance, as requested, to small businesses participating in the Program as low-volume hazardous waste managers.
9. Bear all responsibility for invoicing and collecting disposal fees from small businesses eligible to participate in the Program.
10. Provide at COUNTY's sole cost and expense, one or more employees or volunteers on site at EH&S on collection days as needed or requested by UNIVERSITY to assist with acceptance or rejection of all hazardous waste submitted, verification of residency, traffic flow and crowd control, and to distribute literature and provide information about the Program.
11. At COUNTY's sole cost and expense, provide and install all security equipment and/or systems specified as mitigation measures in the "Environmental Impact Report: Santa Barbara County Household and Small Business Hazardous Waste Collection Program."
12. Provide computing and program resources COUNTY may deem necessary to its own data processing needs.
13. Provide maintenance of fork lift.

IV. FEES AND REIMBURSEMENTS

- A. COUNTY shall pay to UNIVERSITY an annual fee to compensate UNIVERSITY for the use of its EH&S facility and its administrative costs incurred in performance of this Agreement. Such fee shall be paid monthly on a prorated basis, or as the Parties may otherwise mutually agree. Said fee shall include the basic cost of maintenance and operation of the EH&S facility for collections under this Agreement.
- B. In addition to the fee stipulated in Paragraph IV.A. above, COUNTY shall reimburse UNIVERSITY at UNIVERSITY's actual cost for supplies, materials or additional services requested of and provided by UNIVERSITY. This Paragraph B shall specifically include but not be limited to:
- i. Reimbursement to UNIVERSITY for its actual cost of salary and benefits for two (2) or more FTE employees at such classification and pay scale as may be determined by UNIVERSITY's Personnel Department.
 - ii. Reimbursement for all costs associated with training which may be required for employees engaged under the provisions of this agreement to properly perform their duties and to remain current in technology and special skills required therefore. Documentation of said training should be provided to COUNTY on an annual basis.

All reimbursement due under this Paragraph B shall be made monthly upon receipt of invoice by COUNTY. Any capital equipment purchased through UNIVERSITY's purchasing process and/or paid for with funds from a UNIVERSITY budget shall be titled in the name of The Regents of the University of California and carried on UNIVERSITY's equipment inventory rolls during the term of this and any successor agreement(s). Upon termination of this and any successor agreement(s) UNIVERSITY shall transfer such equipment, and title thereto, to equipment by COUNTY under the terms of this Agreement.

- C. The fees and reimbursements specified in Paragraphs V.A. and V.B. below are in addition to and separate from goods and services provided and invoiced directly to COUNTY. Such goods and services shall include, but are not limited to, shipping containers, packing materials and transport of hazardous waste from the EH&S site.
- D. All invoices or other payment documents must include the COUNTY of Santa Barbara Auditor- Controller contract number. (This number will be assigned by the Auditor-Controller and appear on the Agreement.) If the invoices do not properly reference the contract number, those invoices will be returned, delaying payment.
- E. UNIVERSITY shall maintain records of time and expenses associated with all services rendered pursuant to this Agreement in accordance with generally accepted accounting procedures. UNIVERSITY shall provide for the maintenance of such records for the performance of all work under this Agreement, including all work done by subcontractors or other agents. All such records shall be available to COUNTY during the term of this Agreement and for five (5) years following its termination, for review and audit by COUNTY employees or by independent agents, during reasonable business hours.

V. SCHEDULING, RECEIVING AND IDENTIFICATION

- A. All hazardous waste being accepted under COUNTY's Program shall be directed to and received at UNIVERSITY's EH&S facility on Mesa Road.

- B. For the acceptance of waste from private, individual residents, the EH&S facility shall be open to the public as stipulated in the Operation Plan. Initially the facility shall be open to the public during the hours from 9:00 a.m. to 3:00 p.m. on Saturdays and 11:00 a.m. to 3:00 p.m. on Sundays. Said hours and days may be changed from time to time by mutual agreement.
- C. For the acceptance of waste from South Coast small businesses, the Parties shall, under UNIVERSITY's lead, cooperatively schedule and arrange appointments at times mutually agreeable between COUNTY and UNIVERSITY, so as not to conflict with COUNTY's residential collection schedule or UNIVERSITY's day-to-day operating routine.

VI. PACKAGING AND LABELING

- A. COUNTY shall provide an approved used motor oil bulk container and appropriate installation, for storage of oil collected under this Program until it is transported off-site.
- B. COUNTY shall contract for and provide appropriate approved containers and packaging materials for all other hazardous waste to be accepted under this Program. Said containers shall be appropriately marked, packaged and stored in, and only in, County-provided and labeled packaging containers. COUNTY may delegate the UNIVERSITY authority for ordering, receiving, and storing such containers and materials.

VII. SHIPPING

After consultation with UNIVERSITY, COUNTY shall be responsible for selecting and contracting with qualified hazardous waste transporters. UNIVERSITY shall be responsible for arranging the pickup and loading of stored waste and completing and processing manifests and other required documentation, or implementing provisions of any applicable then-existing waste-exchange programs. Waste generated by COUNTY and waste generated by UNIVERSITY shall be loaded and manifested separately under their respective Generator Numbers, and Transporter shall invoice COUNTY directly for its cost of transport and disposal.

EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation (with attached Schedule of Fees)

- A. For UNIVERSITY services to be rendered under this Agreement, UNIVERSITY shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,321,215.
- B. Payment for services and/or reimbursement of costs shall be made upon UNIVERSITY's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Schedule of Fees). Invoices submitted for payment based upon **EXHIBIT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, UNIVERSITY shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from UNIVERSITY.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require UNIVERSITY to correct such work or billings or seek any other legal remedy.
- E. Total payment due for the Facility Use Fee portion of the program costs shall begin at a rate of \$138,959 per year and escalate on July 1, 2017 at a rate calculated by computing the percentage change in the CPI index for each February 1, available March 1. "CPI Index" means the Pacific Cities and U.S. City Average All Items Index (Los Angeles-Riverside-Orange County) (All Urban Consumers 1982-84=100) compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

EXHIBIT B-1

SCHEDULE OF FEES
Operating Budget, 7/01/16 to 6/30/2017

Facility Operation (UCSB):

EH&S Specialist Supervisor @ 100%	\$ 101,284	*
Principal Technician @ 100%	82,178	*
Senior Technician @ 100%	77,075	*
Senior Technician @ 50%	38,628	*
Senior Technician @ 50%	38,628	*
Senior Technician @ 25%	12,156	*
Technician (Student/G.A./Contractor)	54,600	*
Supplies	33,500	
Training (15 People)	5,000	
Medicals (15 People)	2,200	
Facility Use Fee	<u>138,959</u>	**
	\$ 584,208	

Additional Operation Costs (Not Considered Overhead):

Emergency Response Supplies	\$ 1,000
Telephone/Communication Services	800
Copier/Computer	1,000
Mail Services/FedEx/UPS	700
Liability Insurance	1,800
Office Supplies	3,000
NSFAS 7% (Expenses – Facility Use Fee)	31,167
UCOP 2.76%	15,499
ETS 2.05%	<u>11,512</u>
	\$ 66,478

TOTAL: \$ 650,686 **

* Salary rates include benefits.

** Includes maintenance, insurance, utilities, emergency response, clerical and other overhead costs. Based on approximate CPI increase of Facility Use Fee.

EXHIBIT B-1

SCHEDULE OF FEES
Operating Budget, 7/01/17 to 6/30/2018

Facility Operation (UCSB):

EH&S Specialist Supervisor @ 100%	\$ 104,323	*
Principal Technician @ 100%	84,643	*
Senior Technician @ 100%	79,387	*
Senior Technician @ 50%	39,787	*
Senior Technician @ 50%	39,787	*
Senior Technician @ 25%	12,520	*
Technician (Student/G.A./Contractor)	56,200	*
Supplies	34,500	
Training (15 People)	5,000	
Medicals (15 People)	2,300	
Facility Use Fee	<u>142,294</u>	**
	\$ 600,741	

Additional Operation Costs (Not Considered Overhead):

Emergency Response Supplies	\$ 1,100	
Telephone/Communication Services	900	
Copier/Computer	1,100	
Mail Services/FedEx/UPS	800	
Liability Insurance	2,000	
Office Supplies	3,300	
NSFAS 7% (Expenses – Facility Use Fee)	32,091	
UCOP 2.76%	16,061	at 2.86%
ETS 2.05%	<u>12,436</u>	at 2.15%
	\$ 69,788	
TOTAL:	<u>\$ 670,529</u>	**

* Salary rates include benefits.

** Includes maintenance, insurance, utilities, emergency response, clerical and other overhead costs. Based on approximate CPI increase of Facility Use Fee.

EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND THE COUNTY OF SANTA BARBARA

A. INDEMNIFICATION BY REGENTS OF THE UNIVERSITY OF CALIFORNIA

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall indemnify, defend and hold COUNTY OF SANTA BARBARA and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause, in proportion to and to the extent resulting from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and its officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for under this Agreement.

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA shall indemnify, defend and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause, in proportion to and to the extent resulting from the negligent or intentional acts or omissions of contractors or subcontractors hired by the COUNTY OF SANTA BARBARA to transport, treat, and/or dispose of hazardous materials collected under the terms of this Agreement.

C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be THE REGENTS OF THE UNIVERSITY OF CALIFORNIA's agent.

D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. CONTINUING OBLIGATION

To the extent that THE REGENTS OF THE UNIVERSITY OF CALIFORNIA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist subsequent to this Agreement for liability which arises out of or results from work, services, or functions provided for under this Agreement by THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and its officers, agents, and employees.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for liability which arises out of or results from any work, services, or functions provided for under this Agreement by THE COUNTY OF SANTA BARBARA and its officers, agents, employees, contractors and subcontractors.

F. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.