

Memorandum of Understanding
Between the City of Santa Maria and the County of Santa Barbara
to Haul Landfill Cover Material over
The County Maintained Road System

This agreement is made, and shall be effective, on the date last written below, between the County of Santa Barbara, a political subdivision of the State of California (“County”), and the City of Santa Maria (“Santa Maria”), a municipal corporation.

WHEREAS, Santa Maria desires to close its present landfill and convert the site to a refuse transfer station; and

WHEREAS, cover material to facilitate landfill closure is proposed to be generated and delivered from both inside and outside the county; and

WHEREAS, the amount of landfill cover material calculated to be required to generate the required funding is between 2 and 4 million tons; and

WHEREAS, delivery of said cover material to the landfill is dependent on the condition and availability of County roads serving the landfill; and

WHEREAS, delivery of said cover material to the landfill has been analyzed under the California Environmental Quality Act in the Santa Maria Regional Landfill Site Facility Permit Second Supplemental Environmental Impact Report, SCH # 92031045; and

WHEREAS, the availability of said County roads is a matter dependent on the condition of the roads and the setting of weight limits by County as provided by law; and

WHEREAS, the most efficient way to haul cover material to the landfill is in heavily loaded trucks; and

WHEREAS, the use of the said County roads by heavily loaded trucks causes damage to the road surface and road bed; and

WHEREAS, both parties desire to provide for the ongoing operation and maintenance of said County roads to ensure the availability of those roads for landfill delivery routes and, subsequent to closure, as transfer station delivery and pickup routes as well as for the use of the traveling public in the Santa Maria Valley; and

WHEREAS, the road operation, maintenance and repair provided for in this Agreement qualifies for a categorical exemption under §15301(c) of the Guidelines of the California Environmental Quality Act, and no further environmental review is necessary;

NOW, THEREFORE, for good and valuable consideration received and the further consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Santa Maria will provide proposed Landfill and Transfer Station haul routes to County for approval prior to directing delivery trucks to utilize those routes for deliveries of cover materials from sources projected to total more than 15,000 Tons. Upon approval of the route, County shall notify Santa Maria in writing of the approval and any conditions of use.
2. Routes for delivery of cover materials from sources projected to total less than 15,000 tons shall be chosen by Santa Maria from a preferred list of routes attached hereto as Exhibit "A" and incorporated herein by this reference. By ten days' written notice, County may alter the approved list of preferred routes to address then-current road conditions or preventive maintenance schedules. County shall notify Santa Maria in writing of the approval and any conditions of use.
3. Until December 31, 2012 or during the term of this agreement, whichever term is shorter, Santa Maria shall be responsible for the operation and maintenance of Philbric Road from Betteravia/Foxen Canyon Roads to its northerly terminus at East Main Street. Philbric Road will be reconstructed in accordance with Exhibit "B" - Preliminary Cost Estimate for the Reconstruction of Philbric Road from Betteravia Road to East Main Street prior to October 1, 2008. The City shall provide a fog seal in 2009 and a chip seal in 2012 on the entire length of Philbric prior to the County taking the road back into the County maintained system. The City's maintenance obligation, both corrective and preventive, commences when the landfill has accepted the first 200 tons of NHIS material from the Guadalupe Dunes restoration project.
4. In perpetuity, Santa Maria shall be responsible to pay for and implement the operation and maintenance of East Main Street from the City Limit to its easterly terminus at Philbric Road. East Main Street shall be maintained by Santa Maria at a minimum in accordance with County's adopted road maintenance standards. The City's maintenance obligation, both corrective and preventive, commences when the landfill has accepted the first 200 tons of NHIS material from the Guadalupe Dunes restoration project.
5. At no charge, County shall grant Road Encroachment Permits to Santa Maria to allow the maintenance of Philbric Road and East Main Street as provided herein.
6. From fees charged for the deposit of cover material at the landfill after the effective date of this agreement, Santa Maria shall pay to County thirty-five (35) cents per ton up to Two and One Half Million (2,500,000) Tons until the termination of acceptance of cover material to be deposited in the landfill or

Two and One Half Million (2,500,000) Tons is reached whichever occurs first.

7. The City of Santa Maria shall make the payments described in paragraph 6 above to the County on a quarterly basis. The money paid by the City may only be used for road maintenance purposes in the Santa Maria Valley also known as the County's Road Maintenance Area "E". Road maintenance purposes are defined as all labor, material and equipment necessary to perform both corrective and preventive maintenance on the County maintained road system. The City shall supply all of the necessary backup information related to the amount of cover material delivered to the landfill, including but not limited to certified weigh master documentation for the loads received, for that period.
8. During the term of this agreement, County shall allow the use of County roads as provided herein for deliveries of cover to the landfill, except that County may temporarily close said route or a portion thereof for the purpose of repair and corrective maintenance upon two days' written notice to Santa Maria.
9. This agreement shall be in effect until December 31, 2012, or until such later date as may be mutually agreed upon between the parties, or until Santa Maria notifies County in writing that deliveries of material for incorporation into the landfill is complete and has terminated. Obligations set forth in numbered Paragraphs 4 and 5 shall survive termination, unless this Agreement is terminated for County's breach of contract.
10. If the total amount of cover material exceeds Two and One Half Million (2,500,000) Tons both parties agree to negotiate in good faith additional compensation for the County for the maintenance of county roads to haul this material to the City's landfill.
11. The parties expressly acknowledge and agree that in no event will Bonita School Road and Crossing nor Ray Road/Sinton Road be utilized to haul cover material to the City of Santa Maria's Landfill.
12. Santa Maria shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the City of Santa Maria or its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY. Santa Maria shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

COUNTY shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the COUNTY or its agents or employees or other independent contractors directly responsible to it; exempt those demands, damages, costs, expenses, judgments or liabilities resulting from the sole negligence or willful misconduct of the CITY. COUNTY shall notify the City of Santa Maria immediately in the event or any accident or injury arising out of or in connection with this Agreement.

13. Except as otherwise specified herein, for the purposes of this section, City of Santa Maria shall not be deemed to be County of Santa Barbara's agent and County of Santa Barbara shall not be deemed to be City of Santa Maria's agent.
 14. To the extent that City of Santa Maria 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 during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.
 15. To the extent that County of Santa Barbara has agreed to indemnify, defend and hold harmless City or Santa Maria, 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 those acts or omissions giving rise to liability which occurred during this Agreement.
- All communication relating to the day-to-day activities of this agreement shall be exchanged between a designated representative of the City of Santa Maria and a representative of COUNTY.

To CITY: Tony Ferrari, Utilities Manager
City of Santa Maria, Public Works Department
810 W. Church St.
Santa Maria, CA 93458
(p) 925-0951 x 225
(f) 346-1611

To COUNTY: Kurt Klucker, Maintenance Superintendent
Santa Maria Road Yard
912 W. Foster Road
Santa Maria, CA 93455
(p) 934-6100
(f) 934-6214

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

- This agreement, its interpretation and all work performed hereunder shall be governed by the laws of the State of California.
- The breach of any of the material terms and conditions of this agreement shall be grounds for the termination of this agreement, at the option of either party. The party alleging a breach shall notify the other in writing of the alleged breach allowing sixty (60) days for resolution. If the terms of the agreement have not been met after sixty (60) days, the party alleging a breach may notify the other in writing of the termination of the contract.

16. This is the one and only agreement between the parties on these matters, that all previous oral or written agreements are superseded and replaced by this one, and that the agreement may be amended only in writing signed by both parties.

EXHIBIT LIST:

- A. Preferred Haul Routes
- B. Preliminary Cost Estimate for the Reconstruction of Philbric Road from Betteravia Road to East Main Street

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this _____ day of _____ 2006, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:
MICHAEL F. BROWN
Clerk of the Board

APPROVED AS TO FORM:
STEPHEN SHANE STARK,
County Counsel

BY _____
Deputy Clerk

APPROVED AS TO FORM:
Risk Program Administrator

PASSED AND ADOPTED by the City of Santa Maria, State of California, this day of _____ 2006, by the following vote:

AYES:

NOES:

ABSENT:

MAYOR
City of Santa Maria

ATTEST:

Chief Deputy City Clerk

APPROVED AS TO FORM:
GIL TRUJILLO,
City Attorney

**Exhibit A -Preferred
Haul Routes**

Road Name	Rank	Average PCI	Exceptions
Betteravia Rd.	A,B	70	
Black Rd	C	73	
Blosser Rd.	C	56	
Clark Ave.	I	76	
Dominion Rd.	I	79	
Foxen Cyn. Rd.	I	83	
Graciosa Rd.	I	72	
Mahoney Rd.	B	56	
Orcutt-Garey Rd.	I	78	
Santa Maria Mesa Rd.	I	94	
Santa Maria Way	A	86	
Simas St.	C	53	
Stowell Rd.	I	48	SAMI 06/07
Telephone Rd.	I	56	
Tepusquet Rd.	I	93	

- ✓ Roads must rank; I - Industrial or higher.
- ✓ Roads must have an average PCI; 50 or higher.
- ✓ PCI Average taken over full length of road.

Rank
A - Arterial
B - Major Collector
C - Minor Collector
I - Industrial, Major Rural
E - Residential, Minor Rural

Average PCI	Range
Excellent	86 to 100
Very Good	71 to 85
Good	56 to 70
Fair	41 to 55
Poor	26 to 40
Very poor	11 to 25
Failed	0 to 10

Exhibit B – Preliminary Cost Estimate for the Reconstruction of Philbric Road from Betteravia Road to East Main Street