

**AGREEMENT BETWEEN THE CITY OF SANTA MARIA AND THE COUNTY OF  
SANTA BARBARA TO HAUL COVER MATERIAL TO THE SANTA MARIA REGIONAL  
LANDFILL OVER THE COUNTY-MAINTAINED ROAD SYSTEM**

This Agreement is made, and shall be effective on the date last written below, by and between the County of Santa Barbara, a political subdivision of the State of California ("County"), and the City of Santa Maria ("City"), a California Municipal Corporation and charter city, in Santa Maria, California, based on the following recitals:

**WHEREAS**, the County and the City entered into a 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 ("MOU Agreement"); and

**WHEREAS**, the MOU Agreement was adopted by the City Council on July 5, 2006 and the County Board of Supervisors on July 11, 2006; and

**WHEREAS**, in accordance with Paragraph 9 of the MOU Agreement, the MOU Agreement between the County and the City terminated on December 31, 2012; and

**WHEREAS**, the City still desires to close its Santa Maria Regional Landfill ("Landfill") and convert the Landfill into a Transfer Station; and

**WHEREAS**, Cover Material is generated and delivered from both inside and outside the County to facilitate the Landfill closure; and

**WHEREAS**, as of the date of this Agreement, the City has delivered to the Landfill approximately 2,500,000 (Two and One-Half Million) Tons of Cover Material; and

**WHEREAS**, pursuant to this Agreement, the City estimates deliveries to the Landfill of approximately 1,000,000 (One Million) to 2,000,000 (Two Million) Tons of additional Cover Material to generate the required funding for the Landfill closure; and

**WHEREAS**, the delivery of 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 # 92031 045; and

**WHEREAS**, the delivery of Cover Material to the Landfill is dependent on the condition and availability of the County's roads serving the Landfill; and

**WHEREAS**, the availability of the County's roads depends on road conditions and the setting of weight limits by the County as provided by law; and

**WHEREAS**, the most efficient way to haul Cover Material to the Landfill is in heavily-loaded trucks ("trucks"); and

**WHEREAS**, the use of the County's roads by trucks causes damage to the road surface and road bed; and

**WHEREAS**, the County and the City desire to provide for the ongoing operation and maintenance of the County's roads to ensure the availability of those roads for Landfill delivery routes and, subsequent to closure, for Transfer Station delivery and pickup routes, as well as for use by 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

**WHEREAS**, the County desires to establish specific haul routes for haulers; and

**WHEREAS**, the County and City require that, after the effective date of this Agreement, any new haulers submit a Haul Permit Application to the City; and

**WHEREAS**, the County and City desire to honor existing Haul Agreements issued prior to the effective date of this Agreement; and

**WHEREAS**, the County and the City desire to enter into this new agreement as contained herein, between the City of Santa Maria and the County of Santa Barbara to Haul Cover Material to the Santa Maria Regional Landfill Over the County-Maintained Road System.

**NOW, THEREFORE, IT IS AGREED:**

1. **Recitals True.** The above recitals are true.

2. **Exhibits and Definitions.**

a. **Exhibits.** Exhibits "A", "B", and "C" are attached and incorporated herein.

- i. Exhibit "A" is the form of Haul Permit Application to be used under this Agreement. Once completed by an applicant and approved by the City and County, the form will serve as the Haul Permit under this Agreement.
- ii. Exhibit "B" lists the County's preferred haul routes as of the date this Agreement is executed.
- iii. Exhibit "C" is the form of Haul Agreement used prior to this Agreement, in particular under the MOU Agreement.

b. **Definitions.** In this Agreement, the terms below have the following meanings:

- i. "Agreement" shall mean this new agreement as contained herein between the City of Santa Maria and the County of Santa Barbara to Haul Cover Material to the Santa Maria Regional Landfill Over the County-Maintained Road System;

- ii. "Cover Material" shall mean Non-hazardous Hydrocarbon Impacted Soil (NHIS) used for the express intent to cap the Landfill;
- iii. "Source Project" shall mean a unique site by address or parcel with more than One Thousand (1,000) Cubic Yards of cover material that is hauled to and accepted at the Landfill;
- iv. "Haulers" shall mean the generators of Source Projects of more than One Thousand (1,000) Cubic Yards of cover material that will be hauled to the Landfill;
- v. "Haul Routes" shall mean the specific Haul Routes established by the County for Haulers;
- vi. "City Payments" shall mean those funds City pays to County under Section 5 of the Agreement; and
- vii. "Road Maintenance Purposes" shall mean labor, material and physical equipment necessary to perform corrective or preventive maintenance on the County-maintained road system, including engineering, legal, administrative, contract oversight, or other expenses of a non-physical nature.

### **3. Haul Permit Application.**

- a. The City shall require a Haul Permit Application (Exhibit "A") for any Source Projects projected to deliver more than One Thousand (1,000) Cubic Yards of Cover Material to the Landfill for the City's NHIS Program.
- b. The County and City must both approve completed Haul Permit Applications prior to delivery of Cover Material to the Landfill.
  - i. Haulers are required to use haul routes approved by the County, unless the County agrees that no alternate route is available, or unless Federal, State, or Regional law or regulations prevent the use of the County-designated haul route.
  - ii. For project sources of Cover Material totaling less than Fifteen Thousand (15,000) Tons, the City will provide a proposed route to the County for approval, prior to directing trucks to utilize those routes for deliveries to the Landfill.
    - 1. Upon approval of the City's proposed route, the County shall notify the City in writing, in the form shown on Exhibit "A", along with any conditions of use.

- iii. For project sources of Cover Material totaling more than Fifteen Thousand (15,000) Tons, the City shall choose from a list of the County's preferred haul routes (Exhibit "B").
  - 1. Upon approval of the City's proposed route as shown on Exhibit "B", the County shall notify the City in writing in the form shown on Exhibit "A", along with any conditions of use.
  - 2. With ten (10) days' written notice to the City, the County may alter Exhibit "B" to address then-current road conditions or preventative maintenance schedules.
- iv. Haul Permit Applications shall be submitted in accordance with Sections 3 and 11 of this Agreement.
- v. If the County does not respond within ten (10) days to a Haul Permit Application submitted in accordance with Sections 3 and 11 of this Agreement, then the County is deemed to have approved the Haul Permit Application as submitted by the City.
- c. The County and the City expressly acknowledge and agree that in no event will Bonita School Road or Ray Road/Sinton Road be utilized to haul Cover Material to Landfill, provided there is an alternate haul route available.
- d. The County and the City expressly acknowledge and agree that Haulers operating under an existing Haul Agreement (Exhibit "C") issued prior to the effective date of this Agreement, may continue to operate under the terms of that existing Haul Agreement, subject to the terms below:
  - i. Haulers operating under an existing Haul Agreement are not required to apply for a new Haul Permit if their Source Project has not changed since the City and County approved their Haul Agreement.
  - ii. Haulers whose Source Project has changed since the City and County approved their Haul Agreement must submit a new Haul Permit Application to the City and the County for approval.

#### **4. Maintenance of East Main Street.**

- a. The City shall be responsible to pay for and implement the operation and maintenance of East Main Street from the Santa Maria City Limit to its easterly terminus at Philbric Road for Ninety-Nine (99) Years from July 11, 2006.
- b. East Main Street shall be maintained by the City to a level at least corresponding with the County's adopted road maintenance standards.

- c. The City shall continue to maintain East Main Street pursuant to Road Encroachment Permits No. 036851 and No. 036851A in a manner consistent with those Road Encroachment Permits.
- d. Should the City require a new Road Encroachment Permit, then, at no charge to the City, the County shall grant Road Encroachment Permits to the City to allow the maintenance of East Main Street as provided herein.

**5. Payments.**

- a. For Cover Material brought to the Landfill under approved Haul Permits after the effective date of this Agreement, the City shall pay to the County \$0.50 (Fifty Cents) per Ton until the Agreement terminates as provided in Section 7.
- b. The City shall make said payments to the County on a quarterly basis until the Agreement terminates as provided in Section 7.
  - i. The City shall supply all of the necessary backup information related to the amount of Cover Material delivered to the Landfill on approved Haul Permits, including but not limited to, certified weigh master documentation for those loads received for that period.
- c. The County shall use the City's payments for Road Maintenance Purposes on Haul Routes in the Santa Maria Valley, more specifically, those roads identified in Exhibit "B", and for no other purpose.
  - i. Upon the City's request, the County shall provide documentation showing use of the payments in accordance with this Agreement.
- d. The City shall make one (1) retroactive payment to the County for Cover Material received from Haul Agreements received from the expiration date of the MOU Agreement to the effective date of this Agreement, at the rate of \$0.50 (Fifty Cents) per Ton.

**6. Use of County Roads.**

- a. During the term of this Agreement, the County shall allow the use of County roads as provided herein for deliveries of Cover Material to the City's Landfill, except that the County may temporarily close a Haul Route or a portion thereof for the purpose of repair and corrective maintenance upon two (2) days' written notice to the City.
  - i. Should a closure impact an approved Haul Route, the County shall propose an alternative route to the City while repair and corrective maintenance is in progress.

## **7. Term and Termination.**

- a. This Agreement shall terminate when the City and County concur that deliveries of Cover Material have ceased, or on such later date that the City and the County may mutually agree upon.
  - i. To initiate termination of this Agreement under this section, the City shall notify the County in writing that deliveries of Cover Material have ceased and request termination of the Agreement. The County may respond in writing with a letter concurring with City's notification and terminating the Agreement.
- b. This Agreement may be terminated for breach of its terms or conditions as provided in Section 13.
- c. The City's obligation to maintain East Main Street and the County's obligation to use and document use of the City's payments only for road maintenance purposes, will survive for the duration set forth in Section 4, unless this Agreement terminates for either the County's or the City's breach of contract.
- d. In no case shall the City's obligation to maintain East Main Street survive for more than 99 years as set forth in Section 4 of this Agreement.

## **8. City's Indemnification.**

- a. The City 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 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.
- b. The City shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.
- c. To the extent that the City has agreed to indemnify, defend and hold harmless the County, 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.

## **9. County's Indemnification.**

- a. The 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; except those demands, damages, costs, expenses, judgments or liabilities resulting from the sole negligence or willful misconduct of the City.

- b. The County shall notify the City immediately in the event of any accident or injury arising out of or in connection with this Agreement.
- c. To the extent that the County has agreed to indemnify, defend and hold harmless the City, 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.

**10. Status.** Except as otherwise specified herein, for the purposes of this section, the City shall not be deemed to be the County's agent and the County shall not be deemed to be the City's agent.

**11. Notices.** All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the City and a designated representative of the County, and all notices shall be addressed as follows unless a written change is filed:

**To City:**                    Communications regarding Haul Routes  
Marvin Maggio, Street Maintenance Supervisor  
City of Santa Maria, Public Works Department  
810 West Church Street  
Santa Maria, CA 93458  
(p) 925-0951 x 440  
(f) 346-1611

Communications regarding all other matters  
Jeffrey Clarin, Utilities Manager/Deputy Director  
City of Santa Maria, Utilities Department  
2065 East Main Street  
Santa Maria, CA 93454  
(p) 925-0951 x 7239

**To County:**                Kurt Klucker, Maintenance Superintendent  
Santa Maria Road Yard  
912 West 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.

**12. Interpretation.** This Agreement, its interpretation and all work performed hereunder shall be governed by the laws of the State of California.

**13. Breach of Contract.**

- a. 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.
- b. Discovery of any act which violates local, state or federal law shall be considered a material breach of this Agreement.
- c. The party alleging a breach shall notify the other in writing of the alleged breach and allow sixty (60) days for resolution.
- d. If the alleged breach has not been cured after sixty (60) days, the party alleging a breach may notify the other in writing of the termination of the contract.

**14. Integration.**

- a. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter.
- b. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

**EXHIBITS:**

- Exhibit "A": Haul Permit Application  
Exhibit "B": County's Preferred Haul Routes  
Exhibit "C": Haul Agreement (used prior to this Agreement)



**PASSED AND ADOPTED** by the Board of Supervisors of the County of Santa Barbara, State of California, this \_\_\_\_ day of \_\_\_\_\_ 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**COUNTY OF SANTA BARBARA**

BY: \_\_\_\_\_  
**JANET WOLF, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:  
MONA MIYASOTO  
CLERK OF THE BOARD**

BY: \_\_\_\_\_  
**DEPUTY CLERK**

**APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL**

**APPROVE AS TO FORM:  
ROBERT W. GEIS  
AUDITOR CONTROLLER**

BY: \_\_\_\_\_  
**DEPUTY COUNTY COUNSEL**

BY: \_\_\_\_\_  
**DEPUTY**

**APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGER**

BY: \_\_\_\_\_

**PASSED AND ADOPTED** by the City of Santa Maria, State of California, this \_\_\_ day of \_\_\_\_\_ 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

BY: \_\_\_\_\_  
**MAYOR ALICE PATINO**  
**CITY OF SANTA MARIA**

**ATTEST:**

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
**CHIEF DEPUTY CITY CLERK**

BY: \_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

**REVIEWED BY DEPARTMENT**

BY: \_\_\_\_\_  
**SHAD S. SPRINGER, P.E., MPA**  
**DIRECTOR OF UTILITIES**

# EXHIBIT "A"

## HAUL PERMIT APPLICATION

CITY OF SANTA MARIA  
 Public Works Department – Streets Division  
 Utilities Department – Solid Waste Division  
 COUNTY OF SANTA BARBARA  
 Public Works Department - Road Maintenance Division



(CITY USE)
PERMIT NO. _____
PROFILE NO. _____

### HAUL PERMIT APPLICATION

**IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE CITY OF SANTA MARIA AND THE COUNTY OF SANTA BARBARA TO HAUL NON-HAZARDOUS HYDROCARBON IMPACTED SOIL COVER MATERIAL TO THE SANTA MARIA REGIONAL LANDFILL OVER THE COUNTY-MAINTAINED ROAD SYSTEM**

Today's Date \_\_\_\_\_, 20\_\_\_\_\_

1. This Haul Permit Application conforms to the Agreement between the City of Santa Maria and the County of Santa Barbara to Haul Cover Material to the Santa Maria Regional Landfill Over the County-Maintained Road System.
2. A Haul Permit Application is required for any source project projected to deliver more than One Thousand (1,000) Cubic Yards of Non-hazardous Hydrocarbon Impacted Soil ("NHIS") cover material to the Santa Maria Regional Landfill ("Landfill").
  - a. For source projects of cover material totaling more than Fifteen Thousand (15,000) Tons, the City of Santa Maria "City" shall choose from a list of the County of Santa Barbara's ("County's") Preferred Haul Routes. With ten (10) days' written notice, the County may alter its approved list of Preferred Haul Routes to address then-current road conditions or preventative maintenance schedules.
  - b. For source projects of cover material totaling less than Fifteen Thousand (15,000) Tons, the City shall provide a proposed route to the County for approval, prior to directing trucks to utilize those routes for deliveries to the Landfill. Upon approval of the City's proposed route, the County shall notify the City in writing in the form of the approved Haul Permit Application, along with any conditions of use.
3. It is the responsibility of the generator of the NHIS cover material to submit a completed Haul Permit Application to the City prior to depositing cover material at the Landfill. City and County permit hauling during daylight hours Monday through Friday; Saturdays with advanced preapproval by City and County.
4. Issuance of this Haul Permit conforms to the County's Road Encroachment Permits for: (1) Philbric Road, Permit No. 036851; and/or (2) East Main Street, Permit No. 036851A.

**Project Name:** \_\_\_\_\_ **Generator Name:** \_\_\_\_\_

**Amount of Material:** \_\_\_\_\_ **From (Location):** \_\_\_\_\_

**Route:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_ **Haul End Date:** \_\_\_\_\_

\*\*\*\*CITY & COUNTY USE BELOW\*\*\*\*

This Haul Permit Application is approved with the understanding that it does not establish a precedent, and is issued at the discretions of both the City of Santa Maria and County of Santa Barbara.

**County of Santa Barbara:** Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_ Phone \_\_\_\_\_

**City of Santa Maria:** Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_ Phone \_\_\_\_\_

Revised May 2015  
 City of Santa Maria

**EXHIBIT "B"**  
**COUNTY'S PREFERRED HAUL ROUTES**

Revised: June 10, 2015

Road Name	Rank	Average PCI	Exceptions
Betteravia Road	RMaC	64	
Black Road	UMiA & RMaC	62	
Blosser Road	UMiA	73	
Clark Avenue	UMiA & RMaC	82	
Dominion Road	RMiC	40	May be unavoidable
Foxen Canyon Road	RMaC	59	
Graciosa Road	RL	64	May be unavoidable
Mahoney Road	UMiA	79	
Orcutt-Garey Road	RMaC	68	
Philbric Road	RMaC	78	
Santa Maria Mesa Road	RMaC	59	
Santa Maria Way	UMiA	77	
Stowell Road	RMiA & RMaC	76	
Telephone Road	RMaC	61	
Tepusquet Road	RMaC	67	

**Preferred Haul Route Designation: RMiC, RMaC, or UMiA**

**Roads Must Average PCI: 50 or higher**

**Note: PCI Average Taken Over Full Length of Road**

Key	
PCI	Pavement Condition Index
UMiA	Urban Minor Arterial
RMaC	Rural Major Collector
RMiC	Rural Minor Collector
RL	Rural Local

Average PCI	Range
Excellent	100 to 85
Very Good	84 to 65
Good	64 to 50
Poor	49 to 25
Very Poor	24 to 10
Failed	9 to 0

**EXHIBIT "C"**  
**HAUL AGREEMENT**

**COUNTY OF SANTA BARBARA**  
**Public Works Department - Road Maintenance Division**

***Haul Agreement***

**Between the County of Santa Barbara and the  
City of Santa Maria to haul Santa Maria Regional Landfill cover material  
over the County maintained Road System No. \_\_\_\_\_.**

September 13, 2006

1. This agreement shall conform to the attached Memorandum of Understanding between the County of Santa Barbara and the City of Santa Maria to haul Santa Maria Regional Landfill cover material over the County Maintained Road System.
2. This agreement shall conform to the attached Road Encroachment Permits for; Philbric Road, permit no. 036851, and E. Main Street, permit no. 036851A.
3. In accordance with the MOU, the County hereby approves and grants permission to proceed with the initial hauling of approximately 1.3 million tons of material from the Guadalupe Dunes restoration site using the primary route that includes Simas Street and Betteravia Road or the secondary route that includes Black Rd. and Betteravia Road of the County maintained system.
4. In accordance with the MOU, subsequent haul routes of materials from sources projected to total less than 15,000 tons shall be chosen by the City from the preferred list of routes of Exhibit "A" of the MOU. Subsequent haul routes from sources projected to total more than 15,000 tons shall be proposed to the County for approval prior to commencement.  
The County shall grant additional Haul Agreements to the City for each of these subsequent hauls on a case-by-case basis.
5. This agreement shall be in accordance with the approved San Luis Obispo County SEIR dated June 2005.
6. This agreement is entered into with the understanding that it does not establish a precedent. This agreement is issued at the discretion of the County Department of Public Works - Road Maintenance Division.
7. The City shall insure the safety of the traveling public during the execution of this agreement.
8. Amount of Material: \_\_\_\_\_ From: \_\_\_\_\_ To: Santa Maria Regional Landfill
9. Route: \_\_\_\_\_
10. Haul Start Date: \_\_\_\_\_ Haul End Date: \_\_\_\_\_
11. During landfill operational day light hours, Monday through Friday only.
12. Environmental Documents and Permits obtained as required: Y / N (circle one)

County of Santa Barbara: Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_ Phone \_\_\_\_\_

City of Santa Maria: Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_ Phone \_\_\_\_\_