

Agreement for Program Fee for the Provision of
Integrated Solid Waste Management Services
Between the City and County of Santa Barbara

City Agreement No. _____

THIS AGREEMENT, entered into this _____ day of _____, 2006, between the **CITY OF SANTA BARBARA**, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "City", and **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, hereinafter referred to as "County",

WITNESSETH:

WHEREAS, the City, in order to protect and maintain the health, safety, and welfare of its citizens, finds it necessary to provide an integrated solid waste management program, including source reduction and recycling activities; and

WHEREAS, the City is responsible for complying with provisions of AB 939, the California Integrated Waste Management Act (hereinafter "Act"); and

WHEREAS, the Act provides that solid waste management services may be provided by a local government agency, or any combination of the following: by the local agency itself; by another local agency; or by a solid waste enterprise; and

WHEREAS, the City has determined that the County Public Works Department, Resource Recovery and Waste Management Division, can provide select solid waste Community Program and Regional Planning Services, and such services assist in carrying out the goals of AB 939, and that this Agreement will contribute to providing cost-efficient, reliable solid waste management services to its citizens; and

WHEREAS, the County has requested that the City of Santa Barbara pay a Program Fee for the continued provision of select Community Program and Regional Planning Services; and

WHEREAS, the County is willing to render Community Program and Regional Planning Services to the City, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. SERVICES: SCOPE OF SERVICES

- A. The parties agree that the services to be provided to the City by the County shall be the following Regional Community Program Services:

1. Operation and maintenance of regional educational programs to support source reduction and recycling of solid waste materials. Regional education programs to be provided are as follows:
 - Coordination of public information campaigns including periodic radio and newspaper advertisements, as well as bus signs.
 - Preparation and distribution of a comprehensive recycling guide.
 - Provision of local school field trips to Art from Scrap where students learn about source reduction and recycling.
 2. Implementation and maintenance of the annual Coastal Cleanup Day for beaches within the geographic boundaries of City.
 3. Maintenance of annual Christmas tree recycling and telephone book recycling programs, as well as operation and maintenance of backyard composting programs. The sale of backyard composting units shall occur at least once per year unless agreement for less frequent sales is reached between the parties.
 4. Participation in the Recycling Market Development Zone (RMDZ).
 5. Operation and maintenance of the following hazardous waste programs:
 - Weekly access to permanent Household Hazardous Waste Collection Center, located at the University of California, Santa Barbara.
 - Annual Electronics Collection Day available to residents.
 - Access to sharps collection programs.
 6. Other regional programs agreed to between the parties.
- B. The parties further agree that the services to be provided to the City by the County shall include the following Regional Planning Services:
1. Requisite updates of the following State planning documents: Countywide Household Hazardous Waste Element, Non-Disposal Facility Element, Siting Element, and Countywide Summary Plan.
 2. Coordination of Local Solid Waste Task Force activities, including arranging meetings, taking and distributing minutes, setting up agendas and providing legislative updates.
 3. Coordination and administration of select Multi-jurisdictional Solid Waste Task Group activities.

II. COST OF PROGRAM SERVICES TO BE PAID BY CITY OF SANTA BARBARA

City shall reimburse the County for the City's share of the cost of services described in Section I above. Costs for the provision of solid waste community programs and household and conditionally exempt small quantity generator collection will be based upon actual costs incurred in the previous fiscal year. HHW drop-off costs will be determined by a mutually agreed upon formula including the

distribution of fixed costs by population of the region serviced and variable costs by percentage of participation as determined by the participant survey forms. City and County will meet mid-contract year (July 1-June 30) to review costs and programs provided. Anticipated changes for the next fiscal year will be discussed and costs associated with those changes will be mutually agreed upon in writing by both City and County by March 1 of each year for the following fiscal year, and submitted to City via written correspondence.

Payment will be in two installments with the first installment due on December 31 and the second installment shall be due on June 30 each year this agreement is in effect. The parties agree that the payments will be allocated in reasonable accordance with the chart attached hereto as Exhibit A ("Fiscal Year 2007 Program Costs").

The contract amount in the first year of this contract, July 1, 2006 through June 30, 2007, shall not exceed \$ 489,308 as described in Exhibit A. Contract amount for each year thereafter shall not exceed 15% of the prior year's total.

Payments should be remitted to:

Resource Recovery and Waste Management Division
Accounting Division
Public Works Department
130 East Victoria Street, Suite 100
Santa Barbara, CA 93101

III. COMPLAINTS

The County shall maintain telephone service for the receipt of inquiries, calls or complaints and shall be available for such calls on all working days from 9:00 a.m. to 4:45 p.m. regarding services provided in this Agreement.

IV. INDEMNIFICATION AND INSURANCE

A. Indemnification by County

County shall investigate, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action of whatsoever character (hereinafter collectively referred to as "claims") which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed by the County under this Agreement.

B. Indemnification by City

City shall investigate, defend, indemnify, and hold harmless the County, its officers, employees, and agents from and against any and all loss, damage,

liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action of whatsoever character (hereinafter collectively referred to as "claims") which the County may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including, but not limited to, property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed by the City under this Agreement.

C. No Agency

For the purposes of this Agreement, City shall not be deemed to be County's agent and County shall not be deemed to be City'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 indemnification 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. Related Agreements

This indemnification provision shall apply to and shall be deemed to be a part of all agreements now existing or hereafter entered into, including amendments, renewals, or other extensions thereof, wherein City and County have contracted under circumstances wherein the liability of City and County is joint and several. The provisions of this indemnification paragraph shall supersede and control over any other provisions inconsistent therewith in any such contract, heretofore and hereafter entered into by and between the parties hereto.

F. Continuing Obligation

To the extent that County has agreed to indemnify, defend and hold harmless 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.

G. Insurance

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

V. HOLIDAYS

County holidays are as follows:

New Year's Day

Labor Day

Martin Luther King Day
President's Day
Memorial Day
Independence Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

County Public Works employees are on limited response on holidays. Services not performed on said holidays shall be performed on the next working day.

VI. RECORD KEEPING

The County of Santa Barbara, Public Works Department, Resource Recovery and Waste Management Division, shall keep records of all actions taken on behalf of the City under this Contract. County shall provide to Public Works Department City Environmental Programs Section a line item summary of activities and corresponding expenses of all services rendered to City, under this contract, due on December 31st and June 30th each fiscal year this agreement is in effect.

All funds received shall be properly accounted for and reported as required by law.

VII. TERM OF CONTRACT

County shall provide solid waste community program services to the City under this Agreement commencing on July 1, 2006, and shall continue until the Agreement is canceled by either party. If either the City or County wish to cancel or amend said Agreement, a 12-month advance notice shall be presented to the other entity.

VIII. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by County under this contract are the joint property of the City and the County.

IX. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Contract.

X. INTERPRETATION

The terms and conditions of this contract shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Contract.

XI. NOTICES

Any notices required pursuant to this Contract shall be served at the following addresses:

Anthony J. Nisich

Phillip Demery

Public Works Director
City of Santa Barbara
Public Works Department
630 Garden Street
Santa Barbara, CA 93101

Public Works Director
County of Santa Barbara
Public Works Department
105 East Anapamu Street
Santa Barbara, CA 93101

XII. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. **City** Water Resources Manager, City of Santa Barbara
- b. **County** Director of Public Works, County of Santa Barbara

The designation of project managers by each party to this Agreement may be amended by each party by written notice without the need for modification of the entire Agreement as provided in Section XIII, herein.

XIII. MODIFICATION

This is a full and final statement of the agreement between the parties of this Contract. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XIV. CALIFORNIA LAW TO APPLY

This Agreement shall be construed and be in accordance with the laws of the State of California.

XV. COMPLIANCE WITH LAWS AND REGULATIONS

County shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to carry out the terms of this Agreement and be responsible for the cost of said licenses and permits.

XVI. SEVERABILITY

If any term, covenant, condition, provision or agreement contained in this Agreement is held to be invalid, void or unenforceable by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement, and the remainder of this Agreement shall still be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

CITY OF SANTA BARBARA
A Municipal Corporation

COUNTY OF SANTA BARBARA

Anthony J. Nisich
City Public Works Director

Philip Demery
County Public Works Director

ATTEST:

Type or Print Name

Cynthia M. Rodriguez, CMC
City Clerk Services Manager

Title

Address

APPROVED AS TO CONTENT

City State Zip

Name
Title

Telephone Number

APPROVED AS TO FORM:
Stephen P. Wiley
City Attorney

BY _____

Business Tax Compliance
Certificate No. _____

By _____

Approved as to Insurance:

Risk Manager