

**Agreement for the Processing and Sharing of Revenues and Costs Associated with
Commingled Recyclables Delivered to County Facilities Between the City and
County of Santa Barbara**

City Agreement No. _____

THIS AGREEMENT, entered into this _____ day of _____, 2008, 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 and County, 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;

WHEREAS, the City and County have found it more appropriate and effective to offer many solid waste management programs on a regional basis, including the processing of commingled recyclables and greenwaste, and the landfilling of municipal solid waste; and

WHEREAS, the County has provided these regional services to the City and the region beginning in 1967 and has developed, expanded and funded these services to benefit the community, protect the environment and comply with applicable solid waste rules and regulations and

WHEREAS, the California Integrated Waste Management Act of 1989 (commonly referred to as AB 939), mandates that cities and counties prepare and implement plans for the diversion of solid waste from disposal; and

WHEREAS, the County owns and operates the South Coast Recycling & Transfer Station (hereinafter "County Recycling Center") where the City's franchised haulers have historically delivered commingled recyclables from the City's commercial and residential customers using carts and cans; and

WHEREAS, the County contracts with a private company (subcontractor) to process commingled recyclables generated by the Cities of Santa Barbara and Goleta, and the unincorporated area in the south county; and

WHEREAS, the County transports the commingled recyclables delivered to the County Recycling Center to the subcontractor's facility and backhauls residual waste from the sorting process for disposal at the Tajiguas Landfill; and

WHEREAS, the City and County are willing to share in both the costs incurred and revenues realized by the County associated with the handling and processing of

commingled recyclables in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, it is the intent of the City and County to work cooperatively and within a regional framework in advancing new projects and programs and addressing the financial impacts they may create; and

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

I. TIMING AND METHOD OF PAYMENT

Payment of net revenues (or costs) will be in two equal installments, with the first installment due on December 31 and the second installment due on June 30 each year this agreement is in effect.

Payments should be remitted to:

Finance Department
City of Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102-1990

II. METHODOLOGY FOR CALCULATING SHARED REVENUES AND COSTS

The County agrees to share with the City the costs and revenues associated with the handling and marketing of the commingled recyclables in exchange for the City's continued delivery of its commingled recyclables collected from customers using carts and cans to the County Recycling Center.

Each year, by March 31, the County will calculate the net revenue (or net cost) using County financial and non-financial data from the immediately preceding fiscal year. The net revenue (or net cost) will be allocated to the City in proportion to the total tonnage of mixed recyclables delivered to the County Recycling Center as recorded on the scales.

The City shall reimburse the County for all costs associated with administering and operating the program including but not limited to: program coordination, handling, storage, transport, processing, and disposal.

The County will be responsible for negotiating the terms for processing, conducting bi-annual waste sorts and administering the contract with the subcontractor.

III. MAINTAINING QUALITY OF COMMINGLED RECYCLABLES

The value and sortability of the commingled recyclables is determined by the quality of material collected by the franchisees and delivered to the County Recycling Center. If County staff identifies an increase in the contamination of commingled recyclables received at the County facility, efforts will be made by the City and County to minimize contamination through greater public education efforts or route modifications.

IV. RECORD KEEPING

The County of Santa Barbara, Public Works Department, Resource Recovery and Waste Management Division, shall keep financial and accounting records.

Each year, the County shall provide to the City Finance Department, by March 31 for following fiscal year, an updated calculation itemizing costs and revenues associated with the commingled recycling program.

All funds received shall be properly accounted for and reported as required by law and generally accepted accounting principles.

V. TERM OF CONTRACT

The terms of this agreement will be effective beginning on July 1, 2008 and shall remain in effect for two years.

VI. TERMINATION

City or County may terminate this Agreement without cause by providing the other party with a 12-month written notice of such termination.

VII. OWNERSHIP OF DOCUMENTS

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

VIII. 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 Agreement.

IX. 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 Agreement.

X. NOTICES

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

Robert Samario
Assist. Finance Director
City of Santa Barbara
Finance Department
735 Anacapa Street
Santa Barbara, CA 93101

Mark Schleich
Deputy Director, Public Works
County of Santa Barbara
Resource Recovery &
Waste Management Division
130 E. Victoria Street, Suite 100
Santa Barbara, CA 93101

XI. PROJECT MANAGERS

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

- a. **City** Assistant Finance Director, City of Santa Barbara
- b. **County** Deputy 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 X, herein.

XII. MODIFICATION

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

XIII. CALIFORNIA LAW TO APPLY

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

XIV. 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.

XV. 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

APPROVED AS TO CONTENT:

ROBERT D. PEIRSON
CITY FINANC DIRECTOR

Robert D. Peirson

JAMES L. ARMSTRONG
CITY ADMINISTRATOR

James Armstrong

ATTEST:

CYNTHIA M. RODRIGUEZ, CM
CITY CLERK SERVICES MANAGER

Cynthia M. Rodriguez, CM

APPROVED AS TO FORM:

STEPHEN P. WILEY
CITY ATTORNEY

Stephen P. Wiley

COUNTY OF SANTA BARBARA

Date: _____

By: _____

Salud Carbajal, Chair
Board of Supervisors

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____

Deputy

By: _____

Risk Manager

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING
FORM: ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

Deputy

By: _____

Deputy

APPROVED AS TO CONTENT:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By: _____