



Agenda Item A.4
CONSENT CALENDAR
Meeting Date: November 19, 2024

TO: Mayor and Councilmembers

SUBMITTED BY: Luz "Nina" Buelna, Public Works Director

PREPARED BY: Melissa Nelson, Environmental Services Manager

SUBJECT: Amended and Restated Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement

RECOMMENDATION:

Approve the Amended and Restated Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement.

BACKGROUND:

The City entered the Solid Waste Community Program Household Hazardous Waste Drop-Off Agreement with the County of Santa Barbara in July 2005 to manage household hazardous waste (HHW) through the Community Hazardous Waste Collection Center (CHWCC) operation. This contract also contains several public outreach and education programs and regional planning since the City and County have formed a regional agency for compliance with solid waste programs. The agreement was amended in February 2008 to allow the City to share the costs and revenues of recyclables originating from the City of Goleta. Proper HHW management is mandated by the Integrated Waste Management Act, which details specific requirements as outlined in Assembly Bill 939 (AB 939).

The City assessed the current contract and identified areas for evaluation:

- The County can raise rates anytime without a not-to-exceed amount or prior approval.
- The City's allocation for residential customers depended on jurisdictional participation, but proof of residency was not required.
- Certain data types (e.g., residency) were not being collected, and clear reports regarding waste quantities, customers, and costs per jurisdiction were difficult to obtain.

- The program was vulnerable to misuse, as it did not require proof of residency or identifying information. This allowed businesses and out-of-area customers to claim residency to avoid fees, and residents might mistakenly provide the wrong jurisdiction.

The annual cost of the CHWCC to Goleta since 2018 ranged from \$325,000 to \$340,000.

DISCUSSION:

City staff recommends amending and restating the terms of the agreement. The County has been working with the City for the last several years to update and improve the existing program and address City concerns and requests.

The following major updates have been tentatively agreed to, subject to City Council and County Board of Supervisors approval:

- 1. The County must obtain prior written approval before increasing costs or changing scope:** If approved, the amended contract would stipulate that program costs cannot be increased without prior written approval from the City, except for annual increases in the Consumer Price Index (CPI) applied to direct costs. The County has responded to City concerns and made many cost reduction measures, such as implementing an electronic data collection system, supplementing staffing needs with UCSB interns, receiving grant funding, implementing a materials reuse program, and issuing competitive RFPs for disposal collection and operations. However, inflation, fuel costs, and other recent economic developments have affected disposal and operational costs. The annual cost outlined in the amended and restated agreement would be \$316,000, plus increased allowances for CPI under certain conditions.
- 2. Improved Record Keeping and Participation Tracking:** The County has implemented a new electronic tracking system that allows for direct field input, data accessibility and reports, and reduced staff time associated with manual data entry. At the City's request, the County requires proof of residency (since April 2022), which has been formalized in the proposed amended contract.
- 3. Creation of a system designed to prevent program misuse:** The County has worked with the City to develop a reporting process that can help identify program misuse. This report can flag data outliers, such as information regarding high repeat customers or unusual waste types to identify records for potential further evaluation. All members of this program are working on a process to address potential program misuse. The amended agreement would require quarterly outlier reports and formalize this new process.

Other updates to the agreement would include:

- The redundant term regarding recyclables revenue sharing was removed, and the updated Material Delivery Agreement (MDA) for the ReSource Center more thoroughly and accurately captured this.

- Removal of K-6 school education in the inclusion of County scope. Instead, the City has contracted directly with Explore Ecology for these services, eliminating County overhead fees.
- Minor updates to definitions, signatories, and contact information.
- Section 2 Term: Update amendment or cancellation notice timeline from 18 months to 12 months advance notice, or shorter as agreed to by both parties.

GOLETA STRATEGIC PLAN:

Proper and safe HHW management protects our local environment and supports the City's environmental vitality.

City-Wide Strategy: 1. Support Environmental Vitality

Strategic Goal: 1.3 Adopt best sustainability practices.

FISCAL IMPACTS:

There is no significant fiscal impact associated with this item. However, the amended and restated terms are meant to save costs over time and limit the City's financial risk related to the prior terms.

ALTERNATIVES:

Alternatives to amended terms for the CWCC agreement primarily include City-led programs or events. The City researched this alternative and found that it would reduce safety and significantly reduce resident services, with relatively small, if any, cost savings.

LEGAL REVIEW BY: Megan Garibaldi, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amended and Restated Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement.

ATTACHMENT 1

Amended and Restated Solid Waste Community Program and Household Hazardous
Waste Drop-Off Agreement

Agreement No. 2005-043
City of Goleta, California

**Amended and Restated Solid Waste Community Program and
Household Hazardous Waste Drop-Off Agreement**

Between

The City of Goleta and

The County of Santa Barbara

City of Goleta Contract No. _____

July 2005
Amended in February 2008
Amended in January 2025

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

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Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

**Solid Waste Community Program and Household Hazardous Waste
Drop-Off Agreement**

Between the City of Goleta and the County of Santa Barbara

This Amended and Restated Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement between the City of Goleta, California, a California city, ("City") and the County of Santa Barbara, a political subdivision of the State of California (County), is made and entered into on this 14th day of January, 2025 (Agreement).

RECITALS

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities and counties to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939" or the "Act") established a solid waste management process which requires cities and other local jurisdictions to implement plans for safe handling of Household Hazardous wastes; and

WHEREAS, Article XI, § 7 of the California Constitution and California Public Resources Code § 40059 provide that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, City is obligated to protect the public health and safety of the residents of the City of Goleta; and

WHEREAS, City and the County of Santa Barbara are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Household Hazardous Waste, including the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq. and laws governing the safe diversion and disposal of Universal Wastes; and

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WHEREAS, City and the County of Santa Barbara desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is the County of Santa Barbara, an independent entity, not City, which will arrange to accept Household Hazardous Waste from residents and conditionally exempt small quantity generators of the County of Santa Barbara, including residents and conditionally exempt small quantity generators of the City of Goleta, transport for recycling and disposal, and dispose of Household Hazardous Wastes; and

WHEREAS, the County of Santa Barbara represents, and warrants to City that the County of Santa Barbara has the experience and qualifications to conduct and manage conventional HHW Drop-Off programs, to provide City with information sufficient to meet the City's HHW Drop-Off reporting requirements under the Act, to arrange for the acceptance, safe transport and disposal of conventional Household Hazardous Wastes in a safe manner and that the County of Santa Barbara has the ability to indemnify City in accordance with this Agreement; and

WHEREAS, the City Council of the City of Goleta determines and finds pursuant to California Public Resources Code § 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the County-wide Hazardous Waste Element, and in an effort to reduce the City's potential CERCLA liability, would be served if the City were to enter into an agreement with the County of Santa Barbara for operation of a HHW Drop-Off operation to accept HHW from Goleta residents and conditionally exempt small quantity generators; and

WHEREAS, on July 26, 2005, the City and County had entered into that certain agreement named the Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement _("Agreement," City Agreement No. 2005-043) and amended it on February 7, 2008 (City Agreement No. 2008-10) ; and

WHEREAS, the City and County desire to amend various terms of the Agreement to reflect different terms, including but not limited to the scope of work, notice of termination, billing and payment, records retention, periodic reporting and rate increases;

WHEREAS, the City and County desire to enter into this Amended and Restated Agreement Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement to reflect their current agreement regarding the disposal of Household Hazardous Waste;

WHEREAS, after the execution of this Amended and Restated Agreement Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement , the terms of

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the Agreement and previous amendment will be superseded by this Amended and Restated Agreement.

WHEREAS, The City Council approved this Amended and Restated Agreement, on this January 14, 2025.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

NOW, THEREFORE, the City and the County of Santa Barbara agree as follows:

Section 1. Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement.

A. Binding Agreement. In consideration of the execution of and the mutual promises contained in this Agreement between the City of Goleta and the County of Santa Barbara, City and the County of Santa Barbara enter into this Agreement.

B. Sale or Gift of Recyclable HHW Materials. This Agreement shall not prohibit any person from selling Recyclable HHW Materials or giving Recyclable HHW Materials away to authorized persons or entities other than the County of Santa Barbara, as long as such HHW Materials are properly labeled, are in appropriate containers and are delivered to facilities which may lawfully receive them.

Section 2. Term.

County shall provide Solid Waste Community Program and HHW Drop-Off services to residents and Conditionally Exempt Small Quantity Generators of the City under this Agreement commencing on July 1, 2005, and shall continue until the Agreement is canceled by either party. If either the County of Santa Barbara or the City of Goleta wish to cancel or amend said Agreement, a 12 (twelve) month advance notice in accordance with §15.F, below, shall be presented to the other entity, except as provided in this agreement or as otherwise agreed to by the Parties.

Section 3. Definitions.

Whenever any term used in this Agreement has been defined by the Municipal Code of the City of Goleta ("Municipal Code") or Division 30, Part 1, Chapter 2 of the California Public Re-sources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

A. "Act" or "AB 939" means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code §§ 40000 *et seq.*, as it may be amended and as implemented by the regulations of the California Integrated Waste Management Board, or its successor agency.

B. "City" means the City of Goleta, California.

C. "Conditionally Exempt Small Quantity Generator" means a commercial business that generates no more than 27 gallons or 220 pounds of hazardous waste per month and as further defined in California Health and Safety Code Section 25218.1(a).

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D. "Hazardous Waste" means any waste materials or mixture of wastes defined as a "hazardous substance" or "hazardous waste" pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*, the Carpenter-Presley-Tanner Hazardous Substance Account Act ("HSAA"), codified-at California Health & Safety Code §§ 78000 *et seq.*; and all future amendments to any of them, or as defined by the California Integrated Waste Management Board, or the Department of Toxic Substances Control, or a successor agency.

E. "Household Hazardous Wastes" ("HHW") means all types of Hazardous Wastes generated or accumulated by residents of Residential Premises and Conditionally Exempt Small

Quantity Generators (those commercial businesses that generate no more than 27 gallons or 220 pounds of hazardous waste per month and defined in California Health and Safety Code Section 25218.1(a)), in the City of Goleta, but not medical waste, biohazardous wastes, explosives, pyrotechnics, and radioactive materials, which are not considered HHW and are not accepted at HHW collection facilities and events. "Residential Premises" includes Multi-Family Units.

F. "Multi-Family Units" means dwelling units such as apartments, condominiums, and town homes. HHW accumulated or generated by residents of Multi-Family Units, as well as by residents of single-family homes, is covered by this Agreement. The term "Multi-Family Units" does not include hotels, motels, nursing homes or convalescent centers, barracks, dormitories, fraternity or sorority houses, or other similar places, which are regarded as Commercial Premises.

G. "Residential Premises" means dwelling units or property of residents within a jurisdiction. HHW accumulated or generated by residents are covered by this term. This does not include hotels, motels, nursing homes or convalescent centers, barracks, dormitories, fraternity or sorority houses, or other similar places which are regarded as commercial premises.

H. "The County of Santa Barbara" means the County of Santa Barbara, a political subdivision of the State of California, a party to this Agreement.

Section 4. Compliance with Laws and Regulations

The County of Santa Barbara warrants that it shall comply with all applicable laws, including implementing regulations, as they may be amended, specifically including, but not limited to RCRA, CERCLA, the Act, the Electronic Waste Recycling Act of 2003 (SB 20), as amended, laws governing Universal Waste, regulations and orders of the California Department of Toxic Substances Control, and all other applicable laws of the United States, and the State of California, and all other agencies with jurisdiction.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

Section 5. Solid Waste Community Program and HHW Drop-Off Service Availability

Community Programs identified in Exhibit A shall not be eliminated or expanded by adding additional scope items, significant staff time, contractor scope or costs, or other efforts that would increase program costs beyond that outlined in Exhibit B, nor shall new programs be added without the mutual written approval of the assigned designees of the County Executive Officer of the County of Santa Barbara and the City Manager of the City of Goleta.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

A. Solid Waste Community Programs. These programs shall include:

1. Diversion Development: Implementation, promotion and maintenance of regional recycling programs and residential and commercial source reduction programs.
2. Public Education and Awareness: Participation in regional public awareness and educational campaigns for recycling, proper household hazardous waste disposal, and the annual Coastal Cleanup Day.
3. Long Term Planning: Regional program coordination, and preparation and updating of required State of California documents and annual reports.
4. Other Regulated Waste Programs: Implementation, promotion, and maintenance of collection programs for home-generated sharps, pharmaceuticals, used motor oil, and electronic waste (as defined in California Code of Regulations Title 22, Division 4.5, Chapter 23).

B. Residential and Conditionally Exempt Small Quantity Generator HHW Drop-Offs. The County of Santa Barbara shall provide for the acceptance of such HHW generated or accumulated at residential premises within the City at least once per week, for a period of six hours, or at another frequency that must be mutually agreed to in writing by the City and County through their designees. County may provide for acceptance of wastes from commercial Conditionally Exempt Small Quantity Generators.

C. Services; Exceptions.

1. The County of Santa Barbara shall accept, package and remove all acceptable Household Hazardous Waste delivered by a Goleta resident or Conditionally Exempt Small Quantity Generator in accordance with this section. For residential participants, the County and City shall require proof of residency, the type of which shall be mutually acceptable to County and City through their designees. For business participants, the County shall accept, package, and remove all acceptable Household Hazardous Waste delivered only by Conditionally Exempt Small Quantity Generators who have registered in advance with the County according to a process mutually agreed to by the County and City through their designees. Waste must be delivered by the participants to the County HHW drop-off location, located at Building 565, Mesa Road, Goleta, CA 93117, during hours agreed to by the City and County for

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acceptance of HHW. The address of all participants shall be recorded in a database maintained by the County.

2. Under no circumstances shall the County of Santa Barbara be required to accept the following:
 - a) Household Hazardous Waste in loose form, not in a container;
 - b) HHW in metal containers and containers with sharp, rough, or jagged edges;
 - c) Explosives or pyrotechnics;
 - d) Hot ashes;
 - e) Commercial Hazardous Waste, except from a Conditionally Exempt Small Quantity Generator;
 - f) Any other material or matter which is not Household Hazardous Waste as defined in this Agreement.

Under no circumstances shall the County of Santa Barbara be required to: (1) pick up and collect Hazardous Waste, or (2) accept any material or matter which is not Household Hazardous Waste as defined in this Agreement.

D. HHW Recycling. The County of Santa Barbara shall process Recyclable HHW accepted from Goleta residents or Conditionally Exempt Small Quantity Generators through a suitable HHW Facility in order to maximize the diversion of Household Hazardous Waste from disposal.

E. Consumer and Public Education Programs. The County of Santa Barbara in consultation with the City of Goleta will implement public outreach and education for the Household Hazardous Waste Drop-Off Program for Goleta residents and Conditionally Exempt Small Quantity Generators.

Section 6. Equipment and Materials.

General. The County of Santa Barbara warrants that it shall provide adequate numbers of containers, vehicles and equipment for the acceptance, packaging, transportation, recycling and disposal services for which it is responsible under this Agreement.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

Section 7. Privacy and Records.

- A. General.** The County of Santa Barbara shall observe and protect the rights of privacy of those Goleta residents and Conditionally Exempt Small Quantity Generators who utilize the HHW drop-off program. Information identifying individual Goleta residents or Conditionally Exempt Small Quantity Generators utilizing the HHW Drop-Off program, or the composition or contents of a particular resident's or Conditionally Exempt Small Quantity Generator's Household Hazardous Waste shall not be revealed to any person, governmental unit, private agency or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the resident or Conditionally Exempt Small Quantity Generator. This provision shall not be construed to preclude the County of Santa Barbara from preparing, participating in, or assisting in the preparation of waste reports to the City or the State, for information needed by City, or City's auditors, relative to payments to be made by City to County for the HHW Drop-Off Program, characterization studies or waste stream analyses, or preparing and distributing public awareness materials to Goleta residents and Conditionally Exempt Small Quantity Generators.
- B. Mailing Lists.** The County of Santa Barbara shall not market or distribute mailing lists with the names and addresses of Goleta residents or HHW Drop-Off participants.
- C. Privacy Rights Cumulative.** The rights accorded residents and Conditionally Exempt Small Quantity Generators pursuant to this Section shall be in addition to any other privacy rights accorded residents and Conditionally Exempt Small Quantity Generators pursuant to federal or state law.
- D. Hazardous and Universal Waste Diversion Records.** The County of Santa Barbara shall maintain records showing the types and quantities, if any, of Hazardous and Universal Wastes collected by the HHW and community programs and which was accepted from residents and Conditionally Exempt Small Quantity Generators within the City, but diverted from municipal solid waste landfilling, and the handling facilities' addresses.

Section 8. Ownership of HHW

Ownership and the right to possession of Household Hazardous Waste delivered by a Goleta resident or Conditionally Exempt Small Quantity Generator to the County of Santa Barbara shall transfer directly from the resident or Conditionally Exempt Small

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Quantity Generator to the County of Santa Barbara, by operation of law and not by virtue of this Agreement. At no time does the City obtain any right of ownership or possession of Household Hazardous Waste and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights.

Section 9. Marketing and Diversion of Recyclable Household Hazardous Wastes

The County of Santa Barbara agrees to market all Recyclable HHW accepted from Goleta resident or Conditionally Exempt Small Quantity Generators at its reasonable fair market value, if a fair market value has been established in the marketplace at the time of marketing. The County of Santa Barbara agrees to divert all Household Hazardous Waste accepted from Goleta residents or Conditionally Exempt Small Quantity Generators from disposal in municipal solid waste landfills, and to obtain maximum diversion credit, and to allocate to the City the proportionate share based on HHW delivered to the Drop-Off by Goleta residents or Conditionally Exempt Small Quantity Generators of the City.

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Section 10. Billing and Payment.**A. Billing and Payment.**

Given the variable nature of disposal costs for the HHW and Conditionally Exempt Small Quantity Generator programs, costs to the City will be based upon actual costs incurred in the previous fiscal year for the scope of services defined in Exhibit A. HHW costs will be allocated according to Exhibit B, including the distribution of fixed costs by population of the region serviced and variable costs by percentage of participation as determined by the participant surveys and proof of residency documentation. The County and City will require proof of residency for all household participants, the type of which shall be mutually acceptable to County and City through their designees. Other program costs, such as public education and diversion programs, shall be based on population. Receipts for all expenses, such as contractors and expense allocations, shall be submitted with all invoices.

Proposed changes to costs or billing to the City must be approved by the City through its designee in the fiscal year prior to when the costs are incurred. If requested by the County and its subcontractors, annual costs may be adjusted for inflation, as indicated by the Consumer Price Index (CPI), Los Angeles/Long Beach/Anaheim in accordance with Exhibit B. CPI may not be added to contractor costs, unless a request is made by the contractor. CPI may also not be added to County overhead, but must be applied to direct labor and contractor costs prior to applying overhead. For significant programmatic changes involving scope of work revisions, including the addition of new program staff, a contract amendment is required.

Payment of invoices will be one quarter (1/4) of the total cost payable to the County of Santa Barbara by October 15, January 15, April 15, and July 15 of each year. Payment will be submitted to:

*Accounting Division
Resource Recovery & Waste Management
Division 130 E. Victoria Street, Suite 100
Santa Barbara, CA 93101*

City and County will meet mid contract year (July 1-June 30) to review costs and programs provided.

Section 11. The County of Santa Barbara's HHW Drop-Off Books and Records; Audits

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A. The County of Santa Barbara shall maintain all records relating to the services provided hereunder, including, but not limited to, all costs included in the operation and record keeping for the Drop-Off center used by a Goleta resident or Conditionally Exempt Small Quantity Generator for the period during which services are to be provided pursuant to this Agreement and an additional period of not less than three (3) years, or any longer period required by law. The County shall devise a method acceptable to the City to prevent program misuse, such as drop-off by individuals on behalf of businesses and customers misrepresenting their place of residency. The City shall have the right, upon five (5) business days advance notice, to inspect, copy and audit all records relating to this Agreement, including, but not limited to, Drop-off user lists, billing records, proof of residency, small quantity generator registration, and customer complaints. Such records shall be made available to City at the County of Santa Barbara's regular offices, or other place agreed to by City and the County of Santa Barbara, within the County of Santa Barbara.

B. Should any examination or audit of the County of Santa Barbara records reveal an overbilling of any fee required to be paid by City under this Agreement, the amount of such overbilling, plus interest at the maximum rate permitted under California law, shall become due and payable to City not later than thirty (30) days after written notice of such overpayment is provided to the County of Santa Barbara by City. Should an over-billing of more than five percent (5%) be discovered, the County of Santa Barbara shall bear the entire cost of the examination or audit.

Section 12. Reporting Requirements; Changes in Laws.

A. **County of Santa Barbara-City Cooperation.** The County of Santa Barbara shall cooperate with City in Household Hazardous Waste Disposal Studies. During the period during which Drop-Off services are to be provided pursuant to this Agreement, the County of Santa Barbara, at no additional expense to City, shall submit to City all relevant information and reports required to meet all reporting obligations imposed by law. The County of Santa Barbara agrees to submit such reports and information by email or on computer discs, in a format mutually acceptable to City and County through their designees at no additional charge, if requested by City.

B. **Change in SB 20, RCRA, CERCLA and Related Laws.** This Agreement is part of City's efforts to comply with the provisions of the laws governing HHW as they may be amended and as implemented by the regulations of the California Integrated Waste Management Board, the Department of Toxic Substances Control, or their successor agencies, as they may be amended, and the Countywide Household Hazardous Waste Element, as it may be amended. In the event that state or federal laws or regulations

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enacted or amended after this Agreement has been executed prevent or preclude compliance with one or more provisions of this Agreement, or significantly increase or decrease the County of Santa Barbara's costs, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. In the case of an amendment to the laws which has the effect of eliminating or reducing the need for a service provided for in this Agreement and City informs the County of Santa Barbara that City desires to discontinue the service, City and the County of Santa Barbara shall negotiate a reduction in rates.

C. Changes in Other Laws. In the case of changes in the laws which increase or decrease the cost of the County of Santa Barbara's service, the County of Santa Barbara or City may seek a rate increase or decrease to offset the increase or decrease in costs directly attributable to the amended or newly enacted provision of law or regulations, specifying, in writing, the law to which the additional costs or savings are attributed, and how they would result in increased costs. Any such change in cost would need to be mutually agreed to by the County and City.

Section 13. Activities and Reports; Adverse Information

A. Quarterly Reports. the County of Santa Barbara, at no additional expense, shall submit to the City such information or reports in such forms and at such times as the City reasonably may request or require, including, but not limited to the following, submitted not less often than as indicated:

1. Quarterly Reports. Quarterly Reports shall be submitted to City, transmitted as an attachment to e-mail or other electronic means that are available to County, at City's option. Quarterly Reports shall include the following:
 - a) Goleta Resident or Conditionally Exempt Small Quantity Generators' HHW Drop-Off Participation Rate, Estimated Quantities Collected and Complaints Received.
 - b) Summary of community program activities affecting City of Goleta residents or Conditionally Exempt Small Quantity Generators.
 - c) Certification: The County of Santa Barbara will provide a certification statement, under penalty of perjury, by the responsible official, that the report is true and correct.

B. Annual Report. By November 30th, beginning in 2024 and each year thereafter that

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

Solid Waste Community Programs and HHW Drop-Off services are provided pursuant to this Agreement, the County of Santa Barbara shall submit to City a written year-end Annual Report. The Annual Report shall include the following information for the year ending on the preceding June 30th:

1. Prior Year's Activities. A cumulative summary of the Quarterly Reports and information and statistics with respect to Goleta residents' and Conditionally Exempt Small Quantity Generators' participation in the County's HHW and solid waste community programs.
2. Recommendations. Changes in HHW Drop-Off programs, including projections and proposed implementation dates and costs, recommended by the County of Santa Barbara and recommended amendments to this Agreement, based on developments in applicable law or technology.

C. Reporting Additional Matters. The County of Santa Barbara shall provide City two copies (one to the City Manager, one to the City Attorney) of correspondence, reports, pleadings, applications, notifications, and Notices of Violation, relating specifically to the County of Santa Barbara's performance of services pursuant to this Agreement, submitted by the County of Santa Barbara to, or received by the County of Santa Barbara from, the United States or California Environmental Protection Agency, the California Integrated Waste Management Board, the California Department of Toxic Substances Control or their successor agencies, or any other federal, state or county agency, including any federal or state court. The County of Santa Barbara's routine correspondence to said agencies need not be routinely submitted to City but shall be made available to City upon written request.

D. Submission of Reports. Reports shall be submitted electronically to:

environmentalservices@cityofgoleta.org and cityclerkgroup@cityofgoleta.org.

E. Failure to Report. The refusal or failure of the County of Santa Barbara to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by the County of Santa Barbara in such report shall be deemed a material breach of the Agreement and shall subject the County of Santa Barbara to all remedies which are available to the City.

F. Costs. All reports and records required under this Agreement shall be furnished at the sole expense of the County of Santa Barbara.

G. City's Right to Request Information. The City believes and the County of Santa Barbara agrees that cooperation between City and the County of Santa Barbara is critical

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to the success of this program. City reserves the right to request, and the County of Santa Barbara agrees to provide, additional information reasonably and directly pertaining to this Agreement on an "as-needed" basis.

H. CERCLA Defense Records. City views the ability to defend against CERCLA and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where its residents' or Conditionally Exempt Small Quantity Generators' HHW was taken, as well as where it was not taken, to be matters of concern. The County of Santa Barbara shall maintain data retention and preservation systems, which can establish the HHW transfer, storage and disposal facilities, where HHW collected pursuant to this Agreement was delivered, and to notify City's Risk_ Manager and City Attorney before destroying such records during the term of this Agreement. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement, but is limited by the required retention of records in Section 11.

Section 14. Indemnification.

A. Indemnification By City of Goleta

Except as provided in Subsections D and E below, City of Goleta shall indemnify, defend and hold County of Santa Barbara, and County of Santa Barbara's 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 which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, of the City under this Agreement.

B. Indemnification by County of Santa Barbara

Except as provided in Subsections D and E below, County of Santa Barbara shall protect, indemnify, defend and hold City of Goleta 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 which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, of the County 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, referred to in or in any way connected with

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

any work, services or functions to be performed under this Agreement.

C. Continuing Obligation

To the extent that City of Goleta has agreed to indemnify, defend and hold harmless County of Santa Barbara, its officers, agents and employees under this Agreement pursuant to Subsection A above, 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.

To the extent that County of Santa Barbara has agreed to protect, indemnify, defend and hold harmless City of Goleta, its officers, agents and employees under this Agreement pursuant to Subsection B above, 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.

D. Environmental Indemnification and Compliance

The County of Santa Barbara shall protect, indemnify, defend, protect and hold harmless City, its elected officials, officers, employees, volunteers, agents, assigns and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its elected officials, officers, employees, volunteers or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Household Hazardous Waste collected or accepted by the County of Santa Barbara pursuant to this Agreement, which is or has been transported, transferred, processed, stored, disposed of or which has otherwise come to be located by the County of Santa Barbara, or its activities pursuant to this Agreement result in a release of a Household Hazardous Waste into the environment.

The County of Santa Barbara further agrees to protect, indemnify, defend, protect and hold harmless City, its elected officials, officers, employees, volunteers, agents, assigns and any successor or successors to City's interest from and against all losses, liabilities, claims, actual damages (including but not limited to special and consequential damages),

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demands, debts, liens, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its elected officials, officers, employees, volunteers or agents arising from or attributable to any failure by the County of Santa Barbara to fully comply with all applicable laws and regulations with respect to the operation of its HHW Drop-Off Program.

E. Effect of Environmental Indemnification. This indemnity is intended to operate as an agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," 42 U.S.C. § 9607(e), and California Health and Safety Code § 78860, to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, RCRA, other statutes or common law for any and all matters addressed in this Section 14 Subsection D above. This provision shall survive the expiration of the period during which services are to be provided under this Agreement.

F. Compliance with Laws. The County of Santa Barbara warrants that it will comply with all applicable laws and implementing regulations related to the performance of contracted services, as they may be amended, specifically including, but not limited to RCRA, CERCLA, AB 939, SB 20 (regarding Universal Wastes) and all other applicable laws and regulations of the U.S. Environmental Protection Agency, the State of California, the California Integrated Waste Management Board, and the California Department of Toxic Substances Control, or their successor agencies, and all other agencies with jurisdiction.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

Section 15. General Provisions.

A. *Force Majeure*. The County of Santa Barbara shall not be in default under this Agreement in the event that the services of the County of Santa Barbara are interrupted temporarily or permanently for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Goleta and the County of Santa Barbara; acts of terrorists; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; pandemics; or other catastrophic events which are beyond the reasonable control of the County of Santa Barbara. "Other catastrophic events" does not include the financial inability of the County of Santa Barbara to perform or failure of the County of Santa Barbara to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public agency where such failure occurs despite the exercise of reasonable diligence by the County of Santa Barbara. In the event a labor disturbance interrupts collection and transportation of Household Hazardous Waste and/or disposal of Household Hazardous Waste by the County of Santa Barbara as required under this Agreement, City may elect to terminate this Agreement. Failure by City to exercise its rights under this Section shall not be deemed a waiver of its rights.

B. *Independent Status*. The County of Santa Barbara is an independent entity and not an officer, agent, servant or employee of City. The County of Santa Barbara is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and the County of Santa Barbara nor an arrangement for the disposal of Hazardous Wastes. Neither the County of Santa Barbara nor any of its officers, employees, agents, or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

C. *Law to Govern; Venue; Jury Waiver*. The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts or choice of laws. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court exclusive venue shall lie in the Central District of California.

D. *Fees and Gratuities*. The County of Santa Barbara shall not permit any officer, agent, or employee to request, solicit, demand or accept, either directly or indirectly, any gratuity for the acceptance of Household Hazardous Waste required under this Agreement.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

E. Amendments. Except as otherwise provided in this Agreement, no other amendment of this Agreement shall be valid unless in writing duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

F. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, and by email, addressed as follows:

To City: City Manager
 Robert Nisbet
 City of Goleta
 130 Cremona Drive, Suite B
 Goleta, California 93117

And to: City Attorney
 Winnie Cai
 City of Goleta
 130 Cremona Drive, Suite B
 Goleta, California 93117

With copies by email to megan.garibaldi@bbklaw.com,
wcai@cityofgoleta.org and environmentalservices@cityofgoleta.org.

To County: Deputy Director, Resource Recovery & Waste
 Management Division
 130 E. Victoria Street, Suite 100
 Santa Barbara, CA 93101

With copies by email to lrobins@countyofsb.org.

Notices may be sent to other addresses as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by email or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

G. Savings Clause and Entirety. If any non-material provision of this Agreement for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

H. Incorporation by Reference. Exhibits "A" and "B" are incorporated into this Agreement by this reference.

I. Joint Drafting. This agreement shall not be construed as having been drafted by either of the parties to this agreement.

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

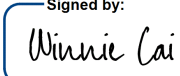
Robert Nisbet, City Manager

ATTEST

Deborah Lopez, City Clerk

APPROVED AS TO FORM:

ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:

A1BF8F896161498...

Winnie Cai, Assistant City Attorney

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

Agreement for Solid Waste Community Programs and Household Hazardous Waste Drop-Off
between the **County of Santa Barbara and the City of Goleta**.

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

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Chris Sneddon, P.E., Director
Public Works Department

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Department Head

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Management

By: _____
Deputy County Counsel

By: _____
Risk Management

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

Exhibit A – Scope of Services

Community Programs Scope of Services and Estimated Costs for Fiscal Year 2024/25	
Household Hazardous Waste: UCSB Collection Center, Electronics Recycling, Sharps Collection, Oil Recycling Grants, Pharmaceuticals Disposal, Administrative Costs	\$290,000
Public Education and Diversion Programs: Composting, Holiday Tree Recycling Program, Less Is More Waste Reduction Guide, Coastal Cleanup Day, RMDZ Program, Administrative Costs	\$20,000
Long Term Planning and Reporting: Solid Waste Local Task Force, Regional Planning and Reporting, Administrative Costs	\$6,000
Total Annual Cost	\$316,000

Solid Waste Community Programs and Household Hazardous Waste Drop-Off Agreement

Exhibit B – Calculation of Costs

On an annual basis, the County sums all fixed costs related to the Community Hazardous Waste Collection Center, including facility rental, UCSB staffing, County staffing, and promotion, and allocates the costs to the participating jurisdictions based on population using the State of California’s Annual Comprehensive Financial Report. For the most recent cost of service, the population percentages were as follows:

City of Goleta – 16.8%
 City of Santa Barbara – 48.8%
 County Unincorporated – 34.3%

The County also sums all variable costs, consisting primarily of the hazardous waste disposal fees charged for residential and business waste collected at the Community Hazardous Waste Collection Center, and allocates the costs based on each jurisdiction’s participation in the HHW program, as determined by surveying each residential participant and recording his/her address. For the fiscal year 2020/2021 cost of service, the participation percentages were as follows:

City of Goleta – 25%
 City of Santa Barbara – 35%
 County Unincorporated – 40%

The fixed and variable costs are then added together to comprise the total annual cost for the participating jurisdictions.

Direct costs may increase based on inflation as indicated by the Consumer Price Index (CPI), Los Angeles/Long Beach/Anaheim. CPI for subcontractor direct costs may only applied as pass through costs, at the request of the subcontractor, and may not be applied to overhead. Any increases based on inflation must be clearly documented to the satisfaction of the City, as to whether they are from contractors, County staff, or other operations.