

DEPARTMENT OF  
PUBLIC WORKS



# COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

(408) 454-2160

FAX (408) 454-2385

July 23, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES  
AGREEMENTS WITH THE CITY OF WATSONVILLE

Members of the Board:

On March 10, 1998, your Board approved agreements with the cities of Santa Cruz and Capitola for household hazardous waste management services. At that time your Board was informed that a similar agreement with the City of Watsonville was also in the final stage of being completed. Attached for your consideration and approval is the executed agreement from the City of Watsonville for ongoing provision of household hazardous waste management services. This agreement was developed in consultation with County and City staff and County Counsel to standardize payment schedules, services, and indemnification for each city. The cities of Santa Cruz, Capitola and Watsonville have been participating in the County of Santa Cruz Household Hazardous Waste Collection Program since its inception in 1992. All cities are committed to continued funding and utilization of this service into the foreseeable future. The estimated 1998/99 program cost share for the City of Watsonville is \$39,000.

It is therefore recommended that the Board of Supervisors approve the attached Household Hazardous Waste Management Services Agreement with the City of Watsonville and authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

JOHN A. FANTHAM  
Director of Public Works

RPM:mg  
Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

Copy to: Public Works  
County Administrative Office  
Auditor-Controller  
David Koch, City of Watsonville

HM.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

396

Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM:

PUBLIC WORKS (Dept.)

(Signature)

7-17-98 (Date)

Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

Said agreement is between the COUNTY OF SANTA CRUZ (Agency)

CITY OF WATSONVILLE PUBLIC WORKS  
and P.O. BOX 50000, WATSONVILLE, CA 95077-5000 (Name & Address)

The agreement will provide FOR HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES

The agreement is needed BECAUSE THIS SERVICE CAN BE PROVIDED ECONOMICALLY THROUGH  
THE EXISTING COUNTY OPERATED PROGRAM

Period of the agreement is from BOARD APPROVAL to JUNE 30, 1999

**REVENUE**

Anticipated ~~XXX~~ is \$39,000 (Fixed amount; Monthly rate; Not to exceed)

Remarks: SECTION IN REVENUE \$39,000

**REVENUE**

~~XXXXXXX~~ are budgeted in ~~625116 (2047)~~ 625115 (2047) (Index#) 2047 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ~~are~~ available and ~~have~~ been encumbered.  
~~are not~~ ~~will~~ be

Contract No. R-685 Date 7/20/98

RPM:mg

NA

GARY A. KNUTSON, Auditor-Controller

By Linda J. Chow Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the to execute the same on behalf of the

(Agency).

County Administrative Officer

Remarks:

BW

(Analyst)

BY

[Signature]

Date 7-24-98

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - Green
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

\* To Orig. Dept. if rejected.

45

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_ 19 \_\_ BY \_\_\_\_\_ Deputy Clerk

**AGREEMENT****BETWEEN THE CITY OF WATSONVILLE AND THE COUNTY OF SANTA CRUZ  
CONCERNING HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES**

THIS AGREEMENT, effective upon full execution by both parties, is between the CITY OF WATSONVILLE, hereafter referred to as the "City" and the COUNTY OF SANTA CRUZ, hereafter referred to as the "County".

**RECITALS**

WHEREAS, the City and the County have a mutual interest to manage and dispose of household hazardous waste, and to divert such wastes from disposal into storm drain systems, sanitary sewer systems, solid waste disposal facilities and the environment; and

WHEREAS, the City desires to participate in the existing County Household Hazardous Waste Collection Program in order to serve the needs of City residents requiring a location for disposal of household hazardous wastes year round; and

WHEREAS, the City and the County have a mutual interest in reducing the costs associated with disposal and transportation of hazardous wastes collected through load check programs at their respective solid waste facilities, and shall share such costs for transportation.

IT IS THEREFORE AGREED BY THE PARTIES TO THIS AGREEMENT THAT,

1. The County shall provide household hazardous waste collection and disposal services to the City residents year round in accordance with the attached waste acceptance guidelines.
2. The County shall provide the City with educational and informational materials concerning household hazardous wastes and arrange for distribution of information through the media, informational hotline, mailings, local environmental publications and public informational meetings. The educational program includes a speakers bureau whose members shall be available to speak upon request to all City schools, businesses, organizations and non-profit groups.
3. The agreement shall commence upon mutual execution by both parties and remain in effect for each successive fiscal year and shall provide for compensation for services received prior to execution. Either party may terminate the Agreement for an upcoming fiscal year through written notice delivered no later than May 1 st prior to the beginning of a fiscal year beginning July 1st. Failure to provide notice of intent to terminate the Agreement prior to May 1st shall bind both parties to the conditions and obligations of this agreement for said fiscal year (July 1st to June 30th).

4. Prior to February 1st of each successive fiscal year the County shall submit to the City a proposed budget for the City's share of the Household Hazardous Waste Collection Program to review and approve.
5. City payments for program services, beginning with fiscal year 1997/98, shall be made in two installments. The first installment shall be based on 50% of the proposed program budget for the fiscal year, shall be due and payable February 1st of said fiscal year. The second installment shall be based on final program costs for the fiscal year calculated after the close of said fiscal year and shall include appropriate credits for program costs recovered through landfill gate fees. Credits for program costs recovered through gate fees shall be based on State mandated sampling of incoming materials delivered to the County facilities, conducted four times per year, for one week. Gate fee credits shall be based on the calculated percentage of Watsonville materials handled at the County solid waste facilities and the partial recovery of program costs through facility gate fees. The second installment for each fiscal year shall be due and payable within 30 days of invoicing by the County.
7. The City agrees to proportionately indemnify the County, its officers, agents, employees and volunteers from and against any and all claims, damages, losses, liabilities and expenses, lawsuits, deficiencies, interest, penalties, fines, judgements, attorney's fees, consultant and expert fees, and all amounts paid in defense or settlement of the foregoing whether or not arising out of third party claims, which may be imposed upon or incurred by the County or asserted against the County by any other party or parties (including governmental entities), in connection with any environmental conditions or the remediation of any environmental conditions (whether now known or hereafter discovered), or any environmental noncompliance arising out of, resulting from, or attributable to the household hazardous waste from the City used, generated, transported, treated, stored or collected through the Household Hazardous Waste Collection Program, including without limitation, any claims, expenses, losses, liabilities, etc. resulting from the alleged exposure of any person to environmental conditions, regardless of whether such environmental conditions or exposure resulted from activities of the City or the City's officers, agents, employees or volunteers. The City's agreement to indemnify the County includes, without limitation, any and all cleanup, removal or remediation mandated by a federal, state or local agency or political subdivision. The City's obligations pursuant to this section shall exist regardless of whether the County is alleged or held to be strictly or jointly and severally liable. This indemnification clause shall not be construed as requiring the City to indemnify the County from any damages or claims, or other items referenced herein, arising out of the negligence, intentional acts or intentional omissions of the County.

IN WITNESS WHEREOF, the parties herein execute this Agreement as of the hereinafter stated dates.

Dated: \_\_\_\_\_

Dated: 6-11-98

COUNTY OF SANTA CRUZ

CITY OF WATSONVILLE

By: \_\_\_\_\_  
Director of Public Works

By: [Signature]  
City Manager

Approved as to form:

[Signature] 7-21-98  
Asst. County Counsel

Approved as to form:

[Signature]  
City Attorney

**ATTEST:**

[Signature]  
CITY CLERK