

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(631) 454-2160 FAX (831) 464-2385 TDD (831) 454-2123

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

AGENDA: JUNE 27, 2000

June 15, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: FUNDING AGREEMENTS FOR GRANT-FUNDED CLEAN-UP
OF ILLEGAL DISPOSAL SITES

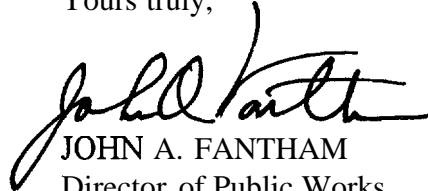
Members of the Board:

The California Integrated Waste Management Board (CIWMB) is the County's acting Local Enforcement Agent, and as such is responsible for coordinating clean-up of illegal disposal sites within the County. Public Works has been working with the CIWMB on two such clean-up activities, one off Rodeo Gulch Road and two additional sites on the upper banks of the Pajaro River near Roggee Lane. On May 2, 2000, your Board approved a resolution authorizing Public Works to submit a grant application to the CIWMB for funding to clean up these sites. On May 23, 2000, the CIWMB approved our grant request.

Your Board also directed Public Works to return upon successful grant award with funding agreements with both property owners. Attached you will find funding agreements with the affected property owners, Ziska Baum and Connie Vukosovich. These agreements outline the reimbursement and funding arrangements with the property owners, as well as waste diversion requirements for each clean-up project.

It is therefore recommended that the Board of Supervisors approve the attached funding agreements with Ziska Baum and Connie Vukosovich for grant funded clean-up activities on their properties off Rodeo Gulch Road and along the Pajaro River, respectively, and authorize the Director of Public Works to sign the agreements on behalf of the County.

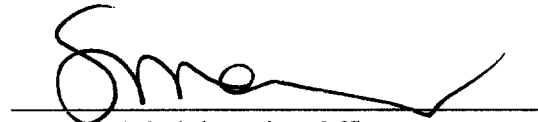
Yours truly,


JOHN A. FANTHAM
Director of Public Works

RPM:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Jeff Hackett, CA Integrated Waste Management Board (w/a)
 Connie Vukasovich (w/a)
 Ziska Baum (w/a)

AGREEMENT

0417

**BETWEEN CONNIE VUKASOVICH AND THE COUNTY OF SANTA CRUZ
CONCERNING CLEAN-UP OF ILLEGAL DISPOSAL SITES ON ASSESSOR PARCEL
NOS. 110-212-05 AND 110-212-06**

THIS AGREEMENT, effective _____, 2000, is between CONNIE VUKASOVICH, hereinafter referred to as the "Owner" and the COUNTY OF SANTA CRUZ hereinafter referred to as the "County".

RECITALS

WHEREAS, the Owner has acknowledged through the attached affidavits that the two illegal disposal sites that exist on the Owner's parcels, Nos. 11 O-2 12-05 and 11 O-2 12-06, were not the result of an intentional act by the Owner; and

WHEREAS, the Owner and the County both desire to see both illegal disposal sites cleaned up in accordance with California Integrated Waste Management Board (CIWMB) regulations and guidelines; and

WHEREAS, the CIWMB, as the County's designated Enforcement Agent regarding all solid waste enforcement issues under Public Resources Code Section 43205, has initiated actions to assure the Owner's parcels are cleaned up in a timely and environmentally correct manner; and

WHEREAS, the State of California has enacted Senate Bill 1330 (SB 1330) that allows the CIWMB to allocate monies from various State waste management funds to pay the cost of clean-up, abatement, and/or other remedial actions related to illegal disposal of solid waste on farm or ranch property; and

WHEREAS, the CIWMB procedures require support and application by a local government agency to secure said funds for remediation of illegal disposal of solid waste on farm or ranch properties and said funds are limited to \$10,000 per illegal disposal site under CIWMB guidelines; and

WHEREAS, the County has submitted an application to the CIWMB for SB 1330 funding to support Owner plans to clean-up said illegal disposal sites, as approved by County Resolution 119-2000, adopted on May 2, 2000.

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

1. Owner shall be responsible for paying all clean-up related costs directly and in advance of any SB 1330 grant fund reimbursements.
2. If SB 1330 funding is approved by the CIWMB for clean up of Owner's parcels, the County agrees to request reimbursement of funds on behalf of the Owner up to the CIWMB approved funding amount upon receipt of clean-up certification from the CIWMB's designated Enforcement Agent. The County shall only reimburse the Owner upon receipt of funds from the State and shall not be obligated to pay Owner any funds prior to reimbursement from the CIWMB.

3. The Owner assumes responsibility for all clean-up costs over and above the reimbursed SB 1330 funds from the CIWMB. The County is only acting as sponsor for SB 1330 funding and assumes no responsibility for clean-up of said parcels.
4. County staff has toured the illegal disposal sites and determined that at least 50% of the deposited material can be diverted from landfilling by separation prior to transport to the County's Buena Vista Landfill. In support of the State's waste diversion mandates under AB 939, the Owner agrees to separate all material removed during clean-up of said parcels into categories acceptable for diversion from landfilling at the County's Buena Vista Landfill. These materials include, but are not limited to scrap metal, tires, concrete, and wood/yard wastes. The Owner shall provide the County with proof of diversion by submitting copies of all landfill tickets for refuse disposal and the waste diversion materials listed above. County staff will provide Owner with assistance and information on proper separation requirements for the landfill diversion programs.
5. This Agreement will commence upon execution by both parties and remain in effect until the clean-up of the above parcels is completed and certified by the CIWMB.
6. The Owner agrees to indemnify, defend and hold harmless 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 environmental conditions related to illegal disposal on the Owners parcels, or any environmental noncompliance arising out of, resulting from, or attributable to illegal disposal on the Owners parcels, including without limitation, any claims, expenses, losses, liabilities, etc. resulting from the alleged exposure of any person to environmental conditions, if such exposure results from activities of the Owner or its officers, agents, employees and volunteers. The Owner's agreement to indemnify the County includes any and all cleanup, removal or remediation related to illegal disposal on the Owner's parcels as mandated by a federal, state or local agency or political subdivision. The Owner'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.

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

Dated: _____, 2000

COUNTY OF SANTA CRUZ

By: _____
DIRECTOR OF PUBLIC WORKS

Dated: May 22, 2000

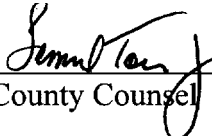
OWNER

By: Carmie Dukasovich

Address: P.O. Box 2508
Watsonville CA 95077

Phone: 831- 722 2411

Approved as to form:

 6/14/00
County Counsel

Attachments

EXHIBIT D

Property Access Authorization and Responsibility Affidavit

0420

I, Connie Vukasovich, certify that I am the legal owner or authorized agent of the legal owner of Assessor Parcel Numbers 110-212-05 and have the authority to grant access to the property. I am not responsible for any of the illegally disposed waste located on the slope of the northeast portion of my property.

I hereby authorize the Santa Cruz County Department of Public Works, their designated contractors and representatives, and other state and local authorities access to the property described above for the purpose of monitoring my activities to remove the solid waste from my property, including household waste, metal debris, tires, construction and demolition debris, and wood debris. This cleanup is being performed under the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program pursuant to the Public Resources Code, sections 48100-48106.

I declare, under penalty of perjury, that all the above information is true and accurate to the best of my knowledge and belief.

Connie Vukasovich
Signature

Connie VUKASOVICH
Printed Name

831-722-2411
Telephone Number

4/4/00
Date

AGREEMENT
BETWEEN ZISKA BAUM AND THE COUNTY OF SANTA CRUZ
CONCERNING CLEAN-UP OF ILLEGAL DISPOSAL SITES ON ASSESSOR PARCEL
NOS. 100-131-05 AND 100-131-06

THIS AGREEMENT, effective _____, 2000, is between ZISKA BAUM, hereinafter referred to as the "Owner" and the COUNTY OF SANTA CRUZ hereinafter referred to as the "County".

RECITALS

WHEREAS, the Owner has acknowledged through the attached affidavit that the illegal disposal site that exists on the Owner's parcels, Nos. 100-131-05 and 100-131-06, was not the result of an intentional act by the Owner; and

WHEREAS, the Owner and the County both desire to see the illegal disposal site cleaned up in accordance with California Integrated Waste Management Board (CIWMB) regulations and guidelines; and

WHEREAS, the CIWMB, as the County's designated Enforcement Agent regarding all solid waste enforcement issues under Public Resources Code Section 43205, has initiated actions to assure the Owner's parcels are cleaned up in a timely and environmentally correct manner; and

WHEREAS, the State of California has enacted Senate Bill 1330 (SB 1330) that allows the CIWMB to allocate monies from various State waste management funds to pay the cost of clean-up, abatement, and/or other remedial actions related to illegal disposal of solid waste on farm or ranch property; and

WHEREAS, the CIWMB procedures require support and application by a local government agency to secure said funds for remediation of illegal disposal of solid waste on farm or ranch properties and said funds are limited to \$10,000 per illegal disposal site under CIWMB guidelines; and

WHEREAS, the County has submitted an application to the CIWMB for SB 1330 funding to support Owner plans to clean-up said illegal disposal site, as approved by County Resolution 119-2000, adopted on May 2, 2000.

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

1. Owner shall be responsible for paying all clean-up related costs directly and in advance of any SB 1330 grant fund reimbursements.
2. If SB 1330 funding is approved by the CIWMB for clean up of Owner's parcels, the County agrees to request reimbursement of funds on behalf of the Owner up to the CIWMB approved funding amount upon receipt of clean-up certification from the CIWMB's designated Enforcement Agent. The County shall only reimburse the Owner upon receipt of funds from the State and shall not be obligated to pay Owner any funds prior to reimbursement from the CIWMB.

3. The Owner assumes responsibility for all clean-up costs over and above the reimbursed SB 1330 funds from the CIWMB. The County is only acting as sponsor for SB 1330 funding and assumes no responsibility for clean-up of said parcels.
4. County staff has toured the illegal disposal site and determined that at least 50% of the deposited material can be diverted from landfilling by separation prior to transport to the County's Buena Vista Landfill. In support of the State's waste diversion mandates under AB 939, the Owner agrees to separate all material removed during clean-up of said parcels into categories acceptable for diversion from landfilling at the County's Buena Vista Landfill. These materials include, but are not limited to scrap metal, tires, concrete, and wood/yard wastes. The Owner shall provide the County with proof of diversion by submitting copies of all landfill tickets for refuse disposal and the waste diversion materials listed above. County staff will provide Owner with assistance and information on proper separation requirements for the landfill diversion programs.
5. This Agreement will commence upon execution by both parties and remain in effect until the clean-up of the above parcels is completed and certified by the CIWMB.
6. The Owner agrees to indemnify, defend and hold harmless 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 environmental conditions related to illegal disposal on the Owners parcels, or any environmental noncompliance arising out of, resulting from, or attributable to illegal disposal on the Owners parcels, including without limitation, any claims, expenses, losses, liabilities, etc. resulting from the alleged exposure of any person to environmental conditions, if such exposure results from activities of the Owner or its officers, agents, employees and volunteers. The Owner's agreement to indemnify the County includes any and all cleanup, removal or remediation related to illegal disposal on the Owner's parcels as mandated by a federal, state or local agency or political subdivision. The Owner'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.

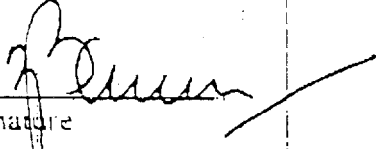
EXHIBIT D**Property Access Authorization and Responsibility Affidavit**

0424

I, Ziska Baum, certify that I am the legal owner or authorized agent of the legal owner of 254 Mountain View Road and have the authority to grant access to the property. I am not responsible for any of the illegally disposed waste located on the slope of the northeast portion of my property (Assessor Parcel Numbers 100-131-05 & 06).

I hereby authorize the Santa Cruz County Department of Public Works, their designated contractors and representatives, and other state and local authorities access to the property described above for the purpose of monitoring my activities to remove the solid waste from my property, including metal debris, cars, tires, construction and demolition debris, and wood debris. This cleanup is being performed under the Farm and Ranch Solid Waste Cleanup and Abatement Grant Program pursuant to the Public Resources Code, sections 48100-48106.

I declare, under penalty of perjury, that all the above information is true and accurate to the best of my knowledge and belief.


Signature

ZISKA BAUM
Printed Name

Telephone Number

4 April 2000
Date