



County of Santa Cruz 0503

DEPARTMENT OF PUBLIC WORKS

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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: HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES
AGREEMENT WITH THE CITY OF SANTA CRUZ**

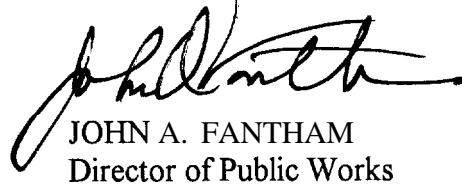
Members of the Board,

On March 21, 2000, your Board directed Public Works to return during budget hearings with a new Household Hazardous Waste (HHW) Management Services agreement to operate a satellite collection facility with the City of Santa Cruz at the Dimeo Lane Landfill. The City of Santa Cruz has requested that the County operate this new facility as a satellite to the existing HHW collection facilities at the Buena Vista Landfill and Ben Lomond Transfer Station. The proposed new facility would be available to all participating jurisdictions and improve accessibility for city and surrounding county area residents. The participating jurisdictions, which include the County and all four incorporated cities, are in support of this program expansion.

We also previously informed your Board that the City of Santa Cruz was successful in securing grant funding from the California Integrated Waste Management Board to construct and operate this new HHW collection facility. Approximately \$75,000 of the grant funding is designated for County related expenses such as technical **staffing**, operating supplies, and transportation and disposal to be reimbursed over the next two years. The attached copy of the Household Hazardous Waste Management Services agreement with the City of Santa Cruz reflects the program expansion conditions and grant reimbursement requirements. In summary, the agreement calls for the City of Santa Cruz to provide for and maintain all the capital infrastructure for the facility, purchase all fixed asset operating equipment, and reimburse the County all approved grant funding related to County expenses for the new facility. The County will be required to provide the necessary technical staff for the facility, operate the facility on a permanent basis a minimum of one day per week, furnish all expendable operating and disposal related supplies, and arrange for and fund all transportation and disposal services. A new contract for fiscal year 2000/2001 household hazardous waste transportation and disposal services is scheduled for your June 27, 2000, agenda and reflects anticipated cost increases related to this program expansion. Increased staffing to support this new collection facility is also being recommended in Public Works proposed 2000/2001 budget.

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

Yours truly,

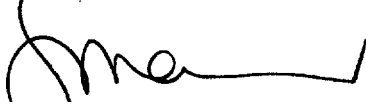


JOHN A. FANTHAM
Director of Public Works

RPM:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 County Administrative Office
 Auditor-Controller
 Bob Nelson, City of Santa Cruz

AGREEMENT

COPY 0505

BETWEEN THE CITY OF SANTA CRUZ AND THE COUNTY OF SANTA CRUZ

CONCERNING HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES

THIS AGREEMENT, effective July 1, 2000, is between the CITY OF SANTA CRUZ, 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 desire to increase program participation within the geographical City limits and surrounding unincorporated county through construction of an additional household hazardous waste collection facility at the City's Dimeo Lane Landfill; and

WHEREAS, the City desires to have the County of Santa Cruz, Public Works Department staff, operate and manage their Dimeo Lane Landfill household hazardous waste collection facility; and

WHEREAS, the City desires to utilize the County's existing Public Education Program for Household Hazardous Waste and all other resources associated with the program.

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

1. The County shall provide household hazardous waste collection and disposal services to all City and County residents year round in accordance with household hazardous waste acceptance guidelines and published hours of operation. The Dimeo Lane Landfill household hazardous waste collection facility shall be open for public access every Saturday, excluding County and City designated holidays. Additional or alternate operating days may be amended upon mutual consent. County staff may access the facility during all landfill operating hours for waste processing and facility maintenance.

2. The City shall provide a household hazardous waste receiving, storage and processing facility at their Dimeo Lane Landfill adequate in size, capacity and design to meet the disposal needs of the City and surrounding unincorporated area residents. Said facility shall be designed and permitted to meet all applicable local, state and federal standards for management and storage of household hazardous wastes. The City warrants that said facility is in compliance with any and all permits necessary for safe and legal operation. 0506
3. The City shall be responsible for the general maintenance of the facility infrastructure such as repairs to containment structures, roof structures, security fencing and all permanent capital structures.
4. The City shall provide all necessary fixed assets exceeding \$300 in value necessary to operate the facility including, but not limited to, paint mixers, fume hood, drum dolly, mechanical can opener, sorting tables, storage cabinets and processing equipment.
5. The County shall provide the necessary technical staff, hazardous waste packaging/shipping supplies, hand tools, manifests and personnel protective equipment necessary to operate the Dimeo Lane Landfill household hazardous waste receiving, storage and processing facility.
6. The County shall make all necessary arrangements and fund all costs for household hazardous waste disposal and transportation services and all operating materials outlined in item 5 above.
7. The City shall reimburse to the County all household hazardous waste grant funds from the California Integrated Waste Management Board (CIWMB) designated for technical staff costs, disposal and transportation services, and operating supplies as outlined in items 5 and 6 above and in schedule D of the grant application as approved by the CIWMB on February 23, 2000. County grant reimbursement requests shall be made in conjunction with the City's program payment schedule outlined in item 11 below.
8. 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.
9. The terms of this agreement shall commence July 1, 2000 and remain in effect for each successive fiscal year. 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).

10. 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. Countywide program costs are proportioned among all participating jurisdictions on a per capita basis using the most current census data.
11. City payments for program services shall be made in two installments. The first installment shall be based on 50% of the proposed program budget for the fiscal year, 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 recaptured through landfill gate fees. The second installment for each fiscal year shall be due and payable within 30 days of invoicing by the County.
12. The City 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 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 used, generated, transported, treated, stored or collected by the City 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 negligent or intentional acts or omissions of the County. It is understood that where the City and the County are alleged to be jointly responsible for any damages or claims, or other items referenced herein, the City's obligation to indemnify the County shall extend only to that percentage of fault attributable to the City.
13. This agreement supersedes the July 1, 1997, agreement between the City and County concerning Household Hazardous Waste Management Services.

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

Dated: _____, 2000

Dated: _____, 2000

COUNTY OF SANTA CRUZ

CITY OF SANTA CRUZ

By: _____
Director of Public Works

By: _____
City Manager

Approved as to form:

Approved as to form:

D. McRae 6-7-00
Asst. County Counsel

[Signature] 6-6-00
City Attorney