



**WATERSHEDS AND WASTE  
REDUCTION  
STANDING COMMITTEE MEETING**

Monday, November 25, 2024

10:30 A.M. – 12:00 P.M.  
130 Cremona Drive, Suite B  
**Goleta, California**  
**Conference Room #1**

Councilmember Stuart Kasdin

Councilmember Kyle Richards

Robert Nisbet, City Manager

Luz “Nina” Buelna, Public Works Director

Melissa Nelson, Environmental Services Manager

Dan Rowell, Environmental Services Specialist

Kimberly Nilsson, Solid Waste Solutions, Inc.

**Public Participation**

If you wish to make a general public comment or to comment on a specific agenda item, the following methods are available:

**Distribution to the Watersheds and Waste Reduction Standing Committee** - Submit your comment via email prior to 4 p.m. on the Friday prior to the Watersheds and Waste Reduction Standing Committee meeting. Please submit your comment to Melissa Nelson at [mnelson@cityofgoleta.org](mailto:mnelson@cityofgoleta.org). Your comment will be placed into the record and distributed appropriately.

Please register for the Watersheds and Waste Reduction Standing Committee Meeting on Monday, November 25, 2024 from 10:30 A.M. - 12:00 P.M. at:

**ELECTRONIC PARTICIPATION:**

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After registering, you will receive a confirmation email containing information about joining the webinar.

You will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.

## **AGENDA**

- I. Public Comment
- II. Waste Reduction
  - 1. Food Recovery Network Update
  - 2. Textile Recycling Program Update
  - 3. ReSource Center Annual Update
  - 4. Household Hazardous Waste Regional Contract Amendment Update
- III. Stormwater
  - 1. New MS4 Phase II Permit Update
- IV. Creeks and Watershed Annual Program Update
- V. Staff Recommendations
- VI. Attachments

***Americans with Disabilities Act: In compliance with the ADA, if special assistance is needed to participate in a City Council meeting (including assisted listening devices), please contact the City Clerk's office at (805) 961-7505. Notification at least 72 hours prior to the meeting helps to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***



**MEMORANDUM**

DATE: November 25, 2024

TO: Watersheds and Waste Reduction Standing Committee Members:  
City Councilmember Stuart Kasdin  
City Councilmember Kyle Richards  
Robert Nisbet, City Manager  
Luz “Nina” Buelna, Public Works Director

FROM: Melissa Nelson, Environmental Services Manager  
Dan Rowell, Environmental Services Specialist  
Kimberly Nilsson, Solid Waste Solutions, Inc.

SUBJECT: Watersheds and Waste Reduction Program Updates November 2024

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**CONTENTS**

1 BACKGROUND:..... 2

2 WASTE REDUCTION..... 2

**2.1 Food Recovery Network Update..... 2**

**2.2 Textile Recycling Program Update..... 2**

**2.3 ReSource Center Annual Update ..... 3**

**2.4 Household Hazardous Waste Regional Contract Amendment Update..... 3**

3 STORMWATER..... 4

**3.1 New MS4 Phase II Permit Update..... 4**

4 CREEKS AND WATERSHEDS..... 8

**4.1 Creek and Watershed Annual Program Update..... 8**

5 RECOMMENDATIONS..... 9

6 ATTACHMENT..... 10

## BACKGROUND:

The Environmental Services Division (ES) staff have updates to report for the Waste Reduction, Stormwater, and Creeks and Watersheds Management Programs (CWMP). Updates include information regarding the Food Recovery Program, Textile Recycling Program, the ReSource Center, updated stormwater regulations, and current work efforts for the Creeks and Watersheds Management Program (CWMP). The Standing Committee last convened on May 8th, 2024. Attachment 1 provides an overview of the updates in the presentation below.

## WASTE REDUCTION

### Food Recovery Network Update

Senate Bill 1383, signed into law in 2016, requires California to reduce methane by 40%, hydrofluorocarbon gases by 40%, and black carbon by 50% by 2030. The bill also sets targets for organic waste reduction and edible food recovery. In response, the County of Santa Barbara and partner cities developed a Memorandum of Understanding (MOU) to create a regional food recovery network. The City of Goleta approved a similar MOU for 2023-2024, effective until December 2024.

The new MOU extends the existing food recovery plan and strengthens collaboration with food recovery organizations, public health departments, and community groups. It aims to enhance regional efforts through outreach and regular meetings coordinated by the County's Resource Recovery Division. In 2022, Goleta reported 475,308 pounds of recovered food, and in 2023, 588,685 pounds.

The MOU outlines three terms, with the City's costs based on its population share (9.89%):

- Term 1 (Jan–June 2025): \$2,564.96
- Term 2 (July 2025–June 2026): \$5,178.96
- Term 3 (July 2026–June 2027): \$5,331.51

The total cost of the new MOU is \$13,075.43 over 30 months. The city manager signed the new MOU in October 2024, and the County Board of Supervisors will vote on it on December 3, 2024. The new MOU extends the existing food recovery plan from January 1, 2025, through June 30, 2027.

### Textile Recycling Program Update

A new program for textile recycling is needed and in development. City of Goleta residents have participated actively in a regional textile recycling pilot program MarBorg Industries and Santa Barbara County hosted since 2019. The textile recycling pilot program is managed by MarBorg and the County directly and uses a textile recycling vendor in Santa Maria, California. Unfortunately, the textile recycling vendor in Santa Maria can no longer meet the program's processing needs due to business impacts incurred during the COVID-19 pandemic.

The City has worked closely with neighboring jurisdictions, the community, and its franchise solid waste hauler to develop a cost-effective textile recycling program. After a successful regional textile recycling workshop at the Goleta Community Center, hosted by the California Products Stewardship Council (CPSC) on April 9, 2024, the community's interest in the program was confirmed and reinforced. The primary challenge has been identifying adequate storage space to house textiles securely. The new program, still in development, would have MarBorg

Industries housing a dry trailer at their Goleta Recycling Center location on David Love Place, and MarBorg staff will manage incoming textiles, store them in the onsite trailer, and transport the materials to a recycler in Los Angeles.

Overall, program costs are still being evaluated. The proposed cost-sharing allocation would have the County paying 37.7%, the City of Santa Barbara paying 47.1%, and Goleta paying 15.7%. This allocation was based on the participating jurisdiction's share of single-family and multi-family residential customers.

This regional approach aligns with SB-707, the Responsible Textile Recovery Act of 2024, signed into law by the Governor on September 28, 2024. This bill places a shared responsibility for end-of-life product management on the producers and other entities involved in a product's value chain. The bill will result in increased funding to maximize textiles' recovery to local jurisdictions and establish convenient free-to-use drop-off locations.

### ReSource Center Annual Update

As of August 2024, the County took control over the operations of the ReSource Center facility, which were previously managed by a contractor. The ReSource Center has active construction, commissioning, and operations ongoing for the Material Recycling Facility (MRF), the Anaerobic Digestion Facility (ADF), and the Tajiugas Landfill.

State law requires acceptance testing of facility equipment. The ADF has not passed all acceptance testing due to significant rainfall impacting the processing and sale of market materials. The ADF is also required to reconfigure stormwater and wastewater treatment systems due to violations with the Regional Water Quality Control Board (RWQCB)

The MRF has completed and passed all acceptance testing except for the paper dryer. As reported by the County, the MRF is meeting all Senate Bill 1383 (SB1383) compliance requirements at 50% diversion from landfill disposal. The MRF diversion requirement increases to 75% starting January 1, 2025. The MRF paper drying equipment has been offline due to performance issues. It came back online in early September 2024 and is expected to increase diversion from the MRF by January 1, 2025, to achieve at least 75% diversion. The paper dryer lowers the moisture content in bales of recycled paper, enhancing the material's recyclability. Additionally, the ADF still does not meet the SB1383 compliance requirements and needs the updated stormwater and wastewater treatment systems implemented before acceptance testing can be completed.

The county has completed the ReSource Center Annual Reconciliation process for FY23/24. The city will not have additional expenditures or revenues for FY23/24. While operating revenues increased, they did not overcome the additional expenditures incurred.

The Tajiugas Landfill Capacity Improvement Project (TLCIP) broke ground in October 2024. The proposed project aims to enhance the landfill's capacity, which is currently projected to reach full utilization by April 2026, extending its operational lifespan to 2038.

### Household Hazardous Waste Regional Contract Amendment Update

City staff recommends amending and restating the terms of the *Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement* (agreement). The County has been working with the City to update and improve the existing program and address City concerns and requests. The amended agreement is on the City Council Agenda for November 19, 2024.

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 require that program costs not be increased without prior written approval from the City, except for 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 most recently, issuing competitive Requests for Proposals 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, greater data accessibility and reports, and reduces the staff time associated with manual data entry. At the City's request, the County is now requiring proof of residency (since April, 2022) and this requirement 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. As a result of these reports and new program, it was discovered that many participants were from an outside jurisdiction, and that jurisdiction has now formally joined the CWCC program. The amended agreement would require quarterly outlier reports and formalize this new process.

Other updates to the agreement would include:

- Removal of the redundant term regarding recyclables revenue sharing, which was more thoroughly and accurately captured in the updated Material Delivery Agreement (MDA) for the ReSource Center.
- Removal of K-6 school education in the inclusion of County scope. Instead, the City has contracted directly with Explore Ecology for these services, avoiding 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.

The draft amended contract is included in Attachment 2.

## STORMWATER

### New MS4 Phase II Permit Update

The State Water Resources Control Board (SWRCB) issued an informal draft of the new National Pollutant Discharge and Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit on August 1, 2024, including a new Trash Amendment order. The last update was for the limited release draft, and more detail is now available. The

final orders are anticipated to be adopted within the next year (2025). These two orders represent the most significant legislation affecting the stormwater field in over 10 years, and the initial draft scopes are substantial. While it is unknown if all scope items will remain in the final versions, noteworthy new efforts would include:

- New inspection, enforcement, and database development programs for all commercial and industrial facilities.
- New inspection program for all active construction projects.
- Semi-annual to annual inspections of various land use parcels.
- Development of a City-wide pet waste hot spot inventory, ongoing inspections, outreach plan, and action plan.
- Inspection of all catch basins/ Drainage Inlets annually (over 700).
- Expanded asset mapping and inventory program, including all drainage pipes, culverts, manholes, and appurtenances, all stormwater structural control measures (SCM) and other City assets. All updates must be incorporated into the asset database and GIS system.
- Drainage and SCM maintenance and repair plan.
- Hydraulic modeling and treatment capacity assessment for all drainage catchments/subwatersheds.
- New/updated Trash Amendment Implementation Plan.
- New City-wide trash generation studies, modeling, assessment and annual reporting.
- Annual and ongoing accounting and reporting regarding City-wide funding and expenditures for stormwater in all categories and using the SWRCB reporting tool.
- Additional Ordinances.
- Additional sampling requirements.
- Numerous post-construction stormwater requirements that will affect development and Capitol Improvement Project (CIP) Design.
- New spill response and illicit discharge detection and elimination (IDDE) response plan.
- Wasteload Allocation Plan: strategy, best management practices, quantitative numeric analysis, and monitoring program development for new Total Maximum Daily Loads (TMDL) identified state-wide, with 5 applicable to the Central Coast Region.
- Updates to Trash Implementation requirements including updated maps, recordkeeping, and long-term planning.

Impact—These upcoming new mandates are currently unfunded, and many of the plans and reports will be due within the first year of issuance. Until the final order is adopted, the precise fiscal impact is unknown. The initial cost is estimated at nearly \$800K over two years, and annual ongoing costs are estimated at roughly \$1.1 MM in the first two years, and around \$675,000 thereafter (Table 1). While AB939 (Franchise Hauler Environmental Services fees) can assist with some trash/pollution-related items, there is currently no dedicated funding to support any upcoming mandates related to watersheds.

The City has provided comments on the draft permit language to the State of California via the California Stormwater Quality Association (CASQA). It is recommended that a more formal cost estimate and City-specific letter be provided once the formal draft is issued. It is also recommended that other sources of funding be identified.

Table 1. New Phase II MS4 Permit Initial Cost Estimate\*

New MS4 One-time Items (years 1-2)	Estimated Cost	Notes/Explanation
City-wide Stormwater Management Plan	\$ 50,000	Comprehensive Plan to address all requirements. Requires modeling, mapping, data analytics, program development and more.
Notice of Intent and Fee	\$ 25,000	Includes fee, specific maps, and Guidance Document
Enforcement Response Plan	\$ 5,000	Develop a separate plan for illicit discharge enforcement process
Public Education Plan	\$ 10,000	Develop a document that details the Public Education Program
Initial Structural Control Measure Mapping Work Plan	\$ 45,000	Review of current and past development plans for stormwater control measures and digitizing this information in GIS.
Plan Review Process Document	\$ 5,000	Creation of a Plan Review Process Document, with organizational roles defined and inclusion of new plan review requirements.
MS4 Initial Financial Report and Program Development	\$ 30,000	Creation of a process and plan to detail how the City will meet financial reporting requirements.
MS4 Inspection Program Development	\$ 5,000	Development and documentation of the new storm drain inspection requirements.
Increased Asset Mapping for MS4	\$ 200,000	Field investigation of all above-ground and underground storm drainage conveyance features, with mapping in GIS
Development/Updates of Ordinances	\$ 20,000	Illicit discharge, Construction site runoff, construction site inventory, plan review procedures, dewatering activities procedures, Post Construction Controls
Dry Weather Investigation Plan	\$ 8,000	Formalized plan for dry weather investigations, including new requirements.
Drainage Study and Maintenance Plan	\$ 200,000	Modeling of drainage and subdrainage capacity and flow. Development of a repair and maintenance plan for the storm drain system.
Waste Load Allocation Plan	\$ 50,000	Determination of total maximum daily loads of pollutants in receiving water and contribution from each creek or tributary. This will be a multi-jurisdictional effort.



Construction Site Inspection and Enforcement Procedures	\$ 10,000	Development of a new construction inspection and enforcement plan for active construction sites.
City-wide Trash Inventory survey	\$ 5,000	Increased requirements for annual trash surveys
Combined IDDE and Spill Response Plan	\$ 15,000	Creation of a comprehensive and combined illicit discharge and spill response plan.
Updates to other documents and plans	\$ 40,000	Nearly all documents and plans must be updated (facilities inventory, pollution hot spots, SWPPPs, landscape design, structural controls, contractor agreements, training materials, sampling plans)
Trash Implementation Inventory	\$ 15,000	Create an inventory plan and Assign PLU numbers to subdrainage areas, assess peak flow of each drainage conveyance, and more.
Trash Implementation Plan	\$ 40,000	Creation of a new plan to comply with the Trash Provision.
Pet Waste Hotspot Assessment	\$ 2,000	Initial City-wide assessment for pet waste hot spots, and creation of documents.
Pet Waste Work Plan	\$ 5,000	Work plan to assess and address pet waste
<b>Total 2 Year Initial Cost</b>	<b>\$ 785,000</b>	<b>Initial deliverables are due in a period of 2 years, with many due in year 1.</b>
<b>Annual total (1/2 of total 2-year cost)</b>	<b>\$ 392,500</b>	
<b>New MS4 Ongoing Items</b>	<b>Estimated Cost</b>	
Industrial and Commercial inspection programs	\$ 30,000	20% annually of all commercial and industrial facilities must be inspected annually.
Pet waste inspections	\$ 5,000	Annual inspections of pet waste hot spots.
Proactive Illicit Discharge Inspections	\$ 5,000	Inspection program for priority land use areas for illicit discharge.
Development Review: New program requirements (non-reimbursable)	\$ 10,000	Additional review and program requirements and outreach.
Annual Structural Control Measure Inspections	\$ 10,000	Annual inspections of all facilities/development with stormwater structural control measures in perpetuity.
Phase II Trash Capture Implementation	\$ 500,000	Installation of multi-benefit devices to achieve full trash capture.
Annual accounting report	\$ 10,000	Annual accounting reporting in compliance with the Accounting Reporting Guidance document, and updates to the portal.

Annual Trash Monitoring Report	\$ 5,000	Additional monitoring requirements for trash assessment.
Ongoing asset mapping	\$ 15,000	Mapping of storm drain assets as needed on an annual basis.
Increased Annual MS4 Maintenance/Repair	\$ 65,000	The new permit has specific requirements for storm drain system maintenance.
Increased storm drain inspections	\$ 20,000	The annual permit requires that all inlets and outfalls be inspected more frequently.
<b>Total Annual Cost Increase Ongoing Tasks</b>	<b>\$ 675,000</b>	
<b>Total Annual Est. Cost for the Next 2 years</b>	<b>\$ 1,067,500</b>	<b>Annual ongoing tasks, plus half of the 2-year total initial costs.</b>

\*Cost estimate for projection purposes only. Detailed cost estimates are in progress.

## CREEKS AND WATERSHEDS

### Creek and Watershed Annual Program Update

The City Creeks and Watershed Management Program (CWMP) is making significant strides, with several key focus areas currently in progress. These include the development of a prioritization process, creek monitoring, project scoping, project implementation, other efforts, and funding and collaboration. The goals from last year were the following:

**Prioritization Process:** Early in the year, and as a continuation of work conducted in 2023, the CWMP developed a prioritization process. This includes seeking feedback from City staff, the public, and the Technical Advisory Committee (TAC) and making annual recommendations for the prioritization of existing CIPs, prioritization of project scope for inclusion in the CIP list, and program prioritization. **Creek Monitoring:** Monthly creek sampling resumed in May 2024. An extensive evaluation was conducted regarding all existing data types from other sources and monitoring data gaps, which were then prioritized with input from the Technical Advisory Committee (TAC), technical consultants, and city staff. The CWMP team has developed a list of high-priority data types and frequency of monitoring and is currently focusing on identifying as many efficiencies as possible. The draft Monitoring Plan is anticipated to be completed by the end of the year (2024).

Data evaluation and communication are critical components of the Creek Monitoring Program. For staff to streamline data evaluation, a CWMP online dashboard has been created. The forensic evaluation that began in 2022 is continuing and will be incorporated into the dashboard and other metrics.

**Scoping and Prioritization:** Through the prioritization process, several projects have been recommended for scoping and potential inclusion on the CIP list:

- **Channel Restoration Scoping:** It is recommended that scoping this year focus on Carneros Creek and San Pedro Creek as resources permit.
- **Watershed Multi-Benefit Projects:** Several multi-benefit projects are under consideration, targeting rain capture, erosion control, water quality, habitat

enhancement, flood mitigation, and recreational opportunities. Projects recommended for scoping include the Full Trash Capture project, v park projects like Stow Grove Park, the Community Center Multi-purpose field, and Evergreen Park, which offer opportunities for placemaking and environmental justice.

The cost, benefits, and alternatives for these projects will be evaluated in the Project Prioritization and Scoping Report, which is currently in progress. It is anticipated that the initial scoping of these projects will be completed in 2025.

**Implementation:** The following projects are recommended for implementation prioritization.

- **Habitat Restoration and Fire Reduction:** Restoration efforts are focused on wildfire resilience, native ecosystem restoration, and invasive species removal. Ongoing work in Devereux Creek and Monarch Butterfly Habitat highlights efforts to reduce wildfire risk and improve native ecosystems. County flood control's "Cutting the Green Tape" program is being explored for potential permitting streamlining. In addition to the Devereux Creek restoration currently in progress, it is recommended to prioritize scoping or implementation of Wildfire Resilience and Habitat Restoration for San Pedro, El Encanto, Las Vegas, and San Jose Creeks in collaboration with the Wildfire Resilience Collaborative.
- **Full Trash Capture (FTC):** This project was identified as a multi-benefit opportunity, where trash capture can be combined with green infrastructure features that provide multiple benefits, and last year it was recommended to prioritize for implementation. Phase I design of the FTC project is complete and recommended for field implementation in 2025.

**Funding and Collaboration:** 2024 has been a highly collaborative year. Key partners include County Flood Control, and the Santa Barbara Airport, who are open to pooling resources and pursuing watershed-wide grants. Key collaborators and potential funding partners are the State Water Resources Control Board, Santa Barbara Coastal Conservancy, Department of Transportation, and Department of Fish and Wildlife. Additionally, organizations within the TAC may be able to provide volunteer resources for monitoring, technical report review, and more. Monitoring and scoping tasks may fit within the operational budget, but most capital improvement projects (CIPs) require additional funding. The City is evaluating several grant opportunities, including Urban Streams Restoration, Stream Gage Improvement, Department of Transportation, and Coastal Conservancy grants. If voters approve, the Proposition 4 climate bond could also provide significant funding for future projects.

## RECOMMENDATIONS

Recommendations are summarized as follows:

1. Recommend to City Council approval of the *Amended and Restated Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement*
2. Recommend to City Council implementation of the Full Trash Capture and Storm Drain Master Plan CIPs.

## ATTACHMENT

1. Watershed & Waste Reduction Standing Committee Presentation
2. Draft Amended and Restated Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement

# **ATTACHMENT 1**

Watershed & Waste Reduction Standing Committee Presentation for November 25, 2024



Waste Reduction, Stormwater, Creek and  
Watershed Program Updates

*November 25, 2024*

# Agenda



- ▶ Public Comment
- ▶ Waste Reduction Program:
  1. Food Recovery Network Update
  2. Textile Recycling Program Update
  3. ReSource Center Annual Update
  4. Household Hazardous Waste Program Update
  5. Public Comment
- ▶ Stormwater Management Program:
  4. New MS4 Phase II Permit Update
  5. Public Comment
- ▶ Creek and Watershed Management Program Update
- ▶ Staff Recommendations

# Public Comment



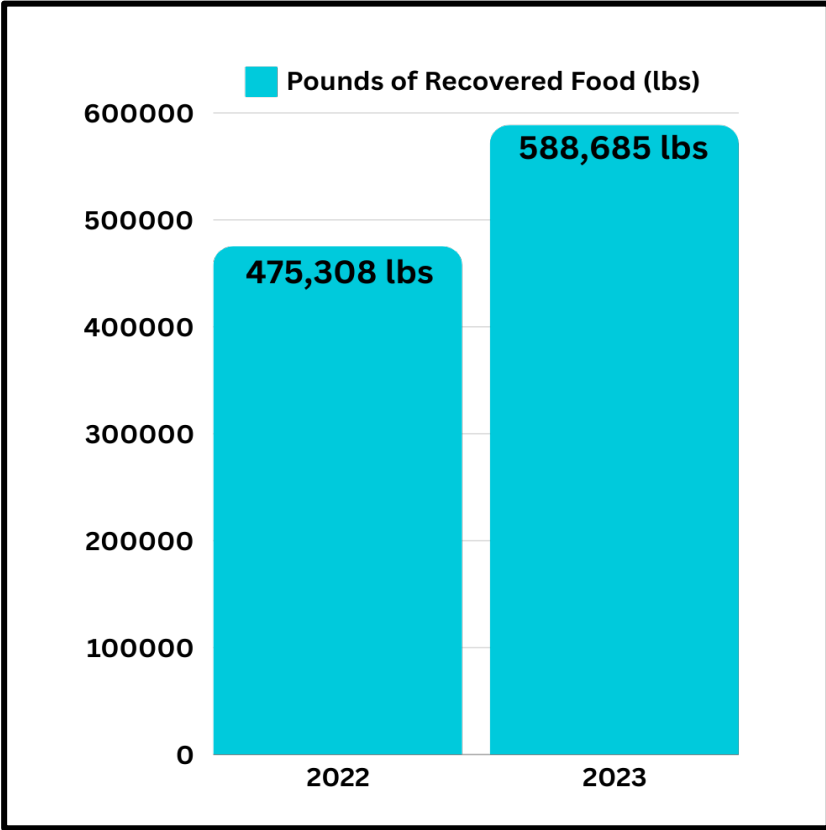
# Waste Reduction Updates

# Food Recovery Network Update

## ► Overview

Extend the current program to June 30, 2027

County Board of Supervisors meeting on December 3, 2024



# Textile Recycling Program Update

## How It's Been Going

- **Pilot Program began in 2019** by MarBorg and the County with a recycler in Santa Maria
- **Existing recycler can no longer meet the needs of the program** and closed for business
- **April 2024 Workshop at Goleta Community Center** included keynote speakers and demonstrations to expand responsible textile recovery
- **Evaluating new cost-effective vendors with multi-benefit partnership opportunities** like Homeboy Industries in Los Angeles



**SB-707 Responsible Textile Recovery Act** signed into law by Governor on September 28, 2024

**Santa Barbara Independent**

**Tackling Textiles at the Santa Barbara Dump**

**Featuring CPSC California Product Stewardship Council**

**Waste Free**

66% 90%

TOAD&CO

*Textile Recovery Workshop at Goleta Community Center, April 2024*



# Textile Recycling Program Update

## ► Highlights

Formalize regional program to maximize textile recycling

Free drop-off program available to single-family and multi-family residents

Goleta represents 15.7% of regional program costs



# ReSource Center Annual Update

## ► Summary

MRF Paper Dryer operational again for October 2024

ADF Aerated static pile compost curing system reduced odor complaints

ADF Stormwater control enhancements planned for FY25/26





# ReSource Center Annual Update

## ► Summary continued...

FY23/24 Operating revenues and capital improvements increased

No additional cost or revenue from the FY23/24 reconciliation process

Landfill capacity project breaks ground October 2024 and extends capacity from 2026 to 2038

# Household Hazardous Waste Program Updates

- ▶ Amended contract on City Council agenda for November 19, 2024
  - The County must obtain prior written approval before increasing costs or changing scope
  - Improved Record Keeping and Participation Tracking
  - Creation of a system designed to prevent program misuse
  - Other minor updates

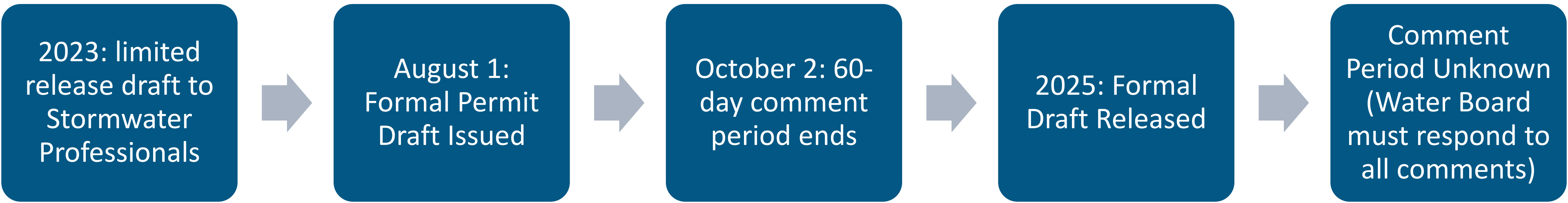


# Public Comment



# Stormwater Program Updates

# New MS4 Phase II Permit Update

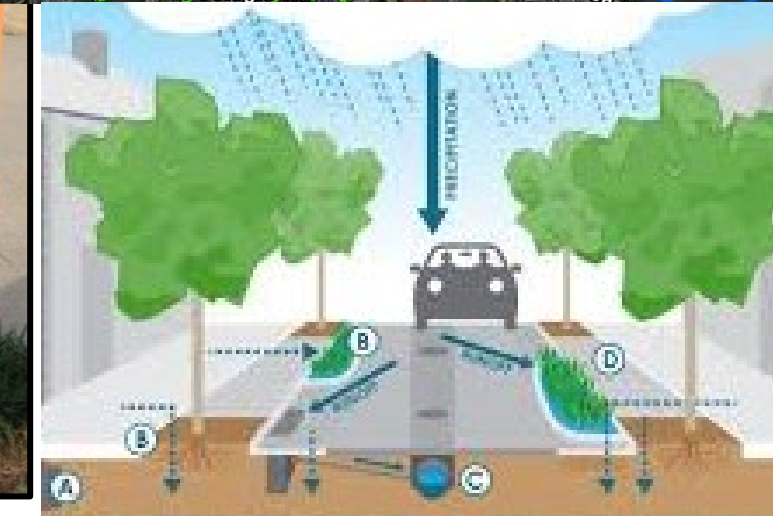
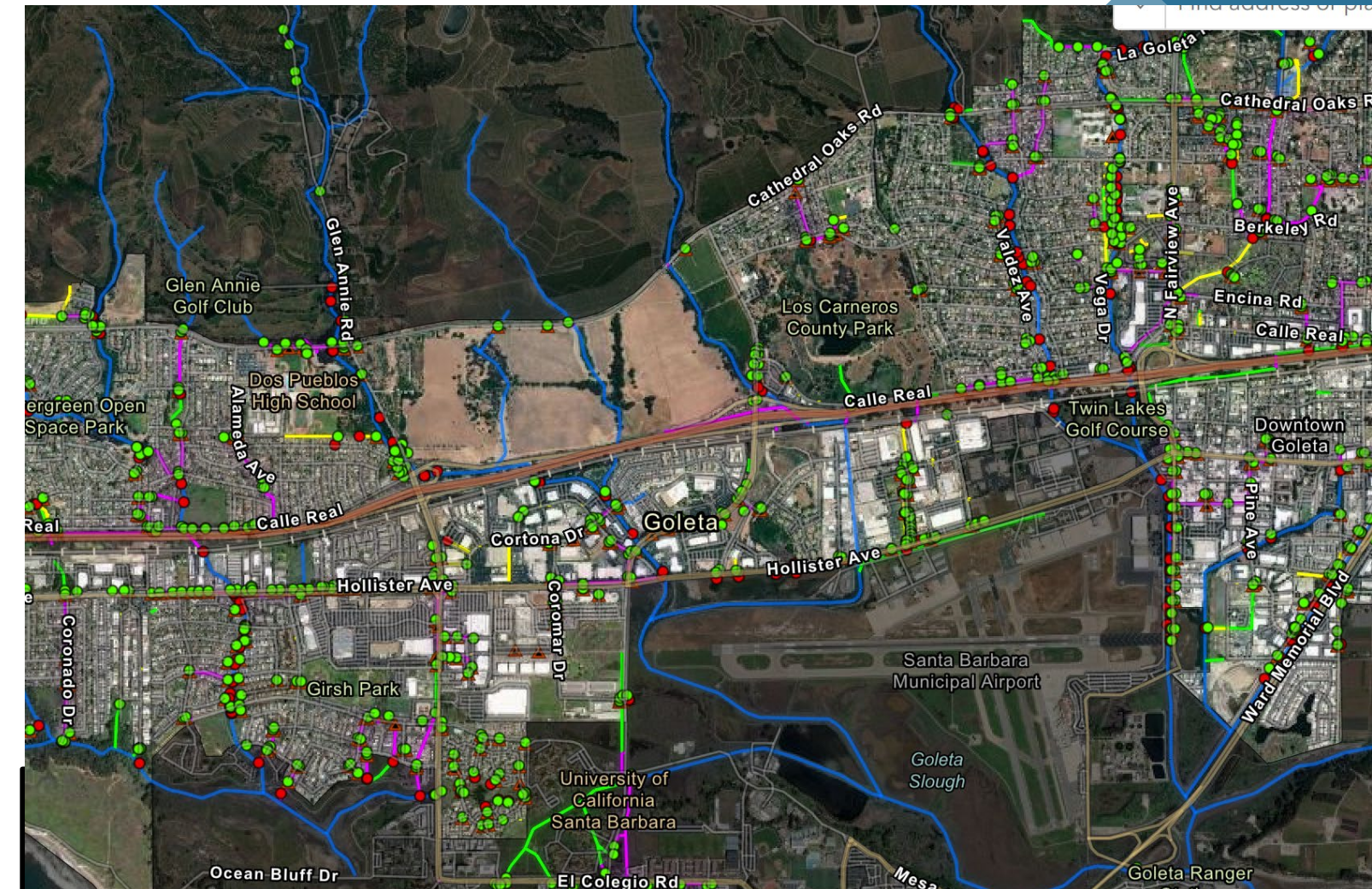




# New MS4 Phase II Permit Update Highlights

- ▶ **Significant New inspection programs:** Commercial and industrial facilities, active construction projects, high and low priority area parcels, pet waste, catch basins
- ▶ **New Plan Documents:** Trash Capture Implementation Plan, Pet Waste Action Plan, Drainage and Stormwater Maintenance and Repair Plan, Trash Capture Implementation Plan, Illicit Discharge and Spill Response Plan, Pollutant Wasteload Allocation Plan, Outreach Plan.
- ▶ **New Asset Management and Drainage Evaluation:** drainage system and SCM field inventory, database and GIS updates, hydraulic modeling and capacity assessment for each subdrainage area and more.
- ▶ **Other Modeling/Evaluation:** Pet waste, Total Maximum Daily Loads for receiving waters, trash generation studies and modeling, and more.
- ▶ **New Reporting:** Annual Expenditures and Accounting Reporting, Trash Capture Annual Report, many new requirements for existing Annual reports.
- ▶ **Development:** process, infiltration, offsite mitigation

All UNFUNDED MANDATES





# Public Comment

# Creeks and Watersheds Program (CWMP) Updates

# CWMP Annual Program Update

2 TAC Meetings, 1 Breakout Session

Prioritization Process

Creek Monitoring Plan

Data Evaluation and Public Communication

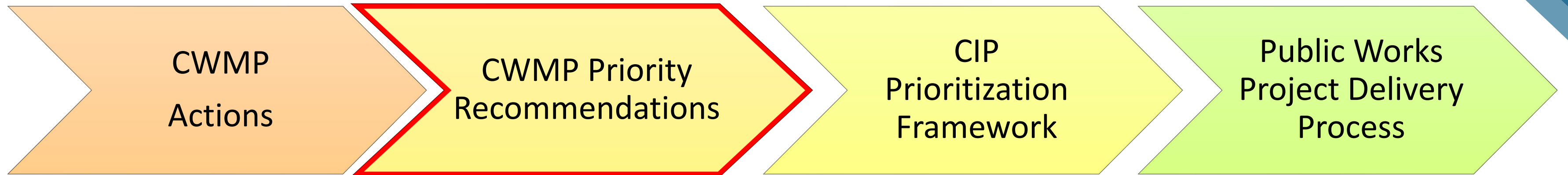
Creek Week and Other Public Events

Project Prioritization and Scoping Report

Recommendations



# CWMP Prioritization Process



- ▶ Recommendations for work program updates
- ▶ Recommendations for further scoping
- ▶ Recommendations for project inclusion in CIP list
- ▶ Recommendations for CIP prioritization
- ▶ Collaborate with other Departments/Divisions



# Creek Week Recap

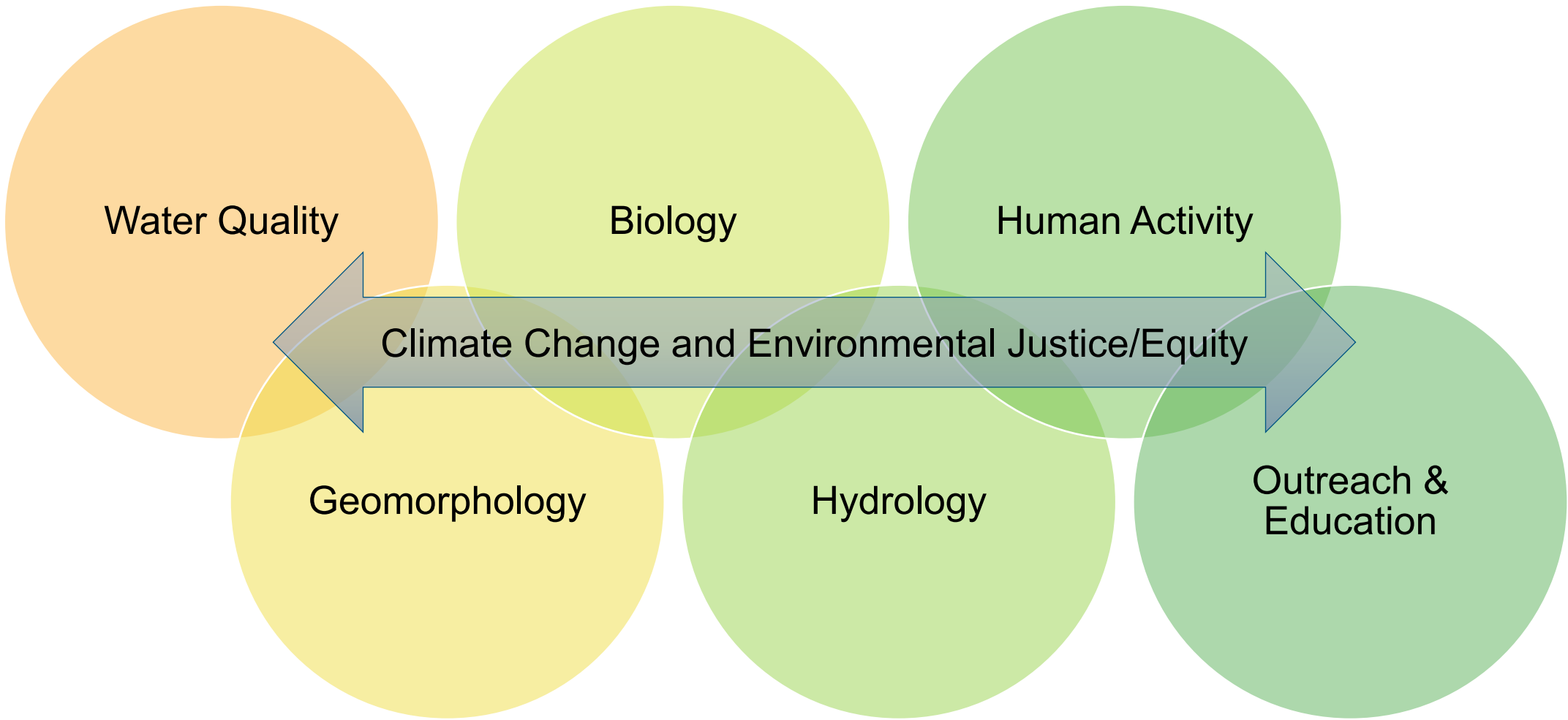
- ▶ Saturday, September 21: Coastal Cleanup Day and free bulky items collection.
- ▶ Wednesday, September 25: San Pedro Creek Tour
  - Steelhead trout migration, City CWMP, native habitats, fish passage, and scavenger hunt!
- ▶ Friday, September 27: Lunch and Learn
  - City CWMP, California Southern Steelhead
  - Partnered with Brian Trautwein at Environmental Defense Center and Mark Capelli at NOAA
- ▶ Saturday, September 28: Devereux Creek/Ellwood Volunteer Planting
  - Weeding, ground prep, volunteer training
- ▶ Saturday and Sunday, September 28/29: Booth at Lemon Festival



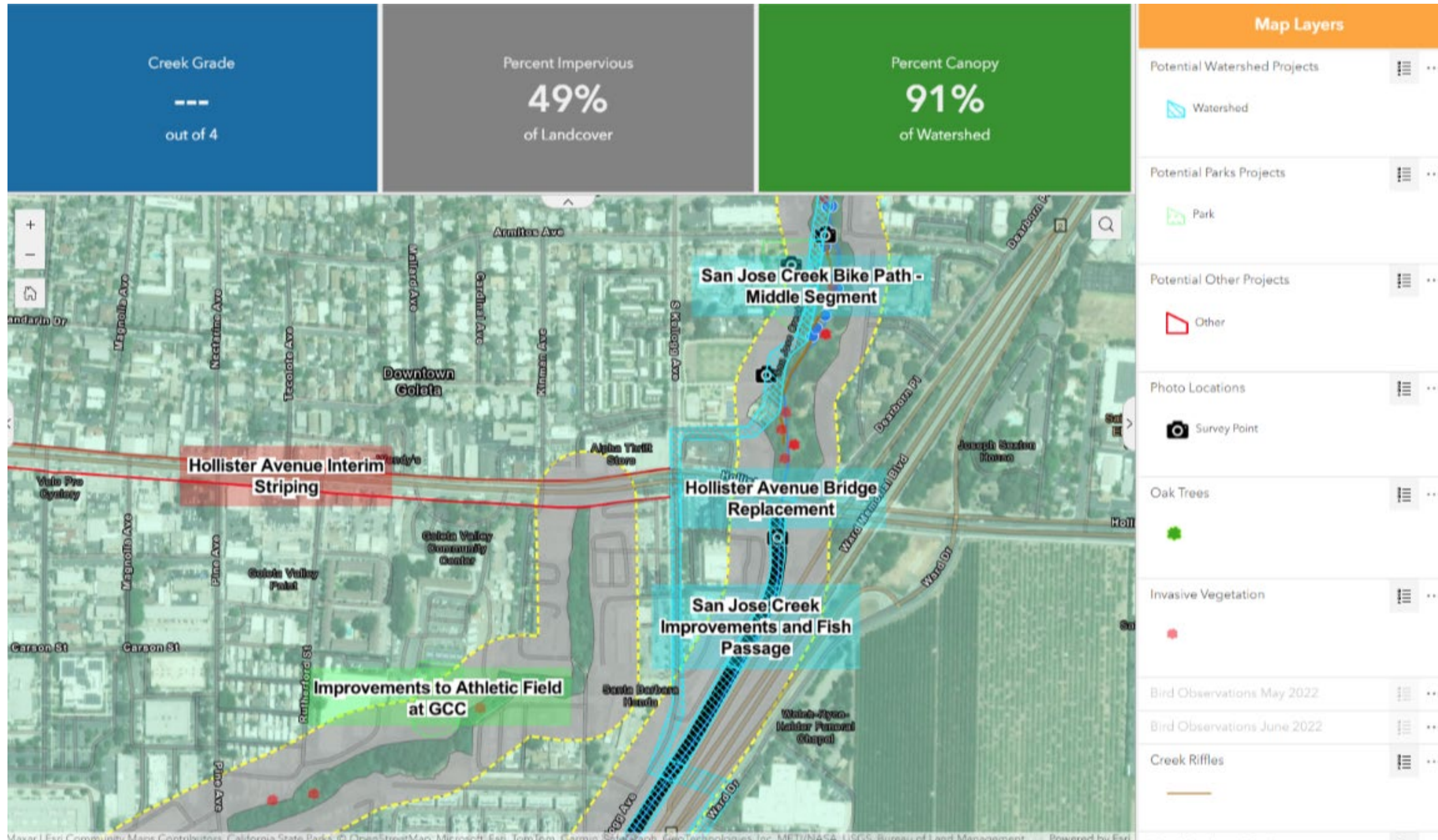


# Monitoring, Surveys, and Data Collection

- ▶ Forensic Analysis in 2023, on-going
- ▶ Resumed monthly creek sampling in May 2024
- ▶ Creek Monitoring Work Plan (in Progress)



# New CWMP Dashboard





# Channel Restoration Scoping Priorities for 2024

- ▶ Carneros Creek
- ▶ San Pedro: Fish passage by County, flooding and sedimentation assessment by SB Airport
- ▶ El Encanto





# Multi-benefit Opportunity: Full Trash Capture





# Multi-Benefit Opportunity: Parks Projects

**Stow Grove Master Plan**



**Evergreen Park Master Plan**



**Athletic Field at Goleta Community Center**





# Habitat Restoration: Devereux Creek and Monarch Butterfly Habitat

- Wildfire risk reduction
- Monarch butterfly habitat restoration
- Native riparian ecosystem restoration
- Removal of invasive species





# Habitat Restoration: Wildfire Resilience and Habitat Restoration

Attention Goleta Residents

**JOIN THE MOVEMENT**  
**Enhance Habitat,**  
**Reduce Wildfire Risk!**

The Wildfire Resilience Collaborative is spearheading **10 crucial habitat restoration projects** aimed at bolstering ecological health while mitigating wildfire risk across Goleta and other South Coast areas. Supported by the California Coastal Conservancy's Wildfire Resilience Fund, these projects are set to elevate the resilience of our wildland urban interface and surrounding natural spaces.



OUR TEAM IS HARD AT WORK DEVELOPING COMPREHENSIVE RESTORATION PLANS FOR THE FOLLOWING KEY SITES IN THE REGION:

- San Pedro Creek at Stonebridge Open Space
- El Encanto Creek across from Northgate Apartments
- Las Vegas Creek at La Goleta Open Space
- Devereux Tributary at SB Shores Open Space
- Contiguous 2nd project at Devereux Tributary at Santa Barbara Shores Open Space
- El Encanto Creek at Evergreen Open Space
- San Jose Creek North of Cathedral Oaks
- San Jose Creek south of Cathedral Oaks near Kellogg at 2 residential properties (Cathedral Oaks & No. Kellogg)
- San Jose Creek at a private residential development near Kellogg Tennis Courts
- Cold Springs Tributary at Westmont College



# Funding

- Monitoring and scoping tasks may fit within operational budget for the next 1-2 years
- Many things that will affect City resources
- Most CIPs have limited to no funding; further scoping projects will help narrow options
- Wildfire Reduction and habitat enhancement grant
- Currently evaluating **four** grant opportunities for fit with prioritized projects
  - Urban Streams Restoration Program
  - Stream Gage Improvement Program
  - Habitat Enhancement and Restoration Program
  - Coastal Conservancy grants
- Other funding options



**Wildfire  
Resilience  
Collaborative**  
Santa Barbara County





# Recommendations

- ▶ Recommend to City Council approval of the Amended and Restated Solid Waste Community Program and Household Hazardous Waste Drop-Off Agreement.
- ▶ Recommend to City Council implementation of the Full Trash Capture and Storm Drain Master Plan CIPs.



# Public Comment

Thank You



## **ATTACHMENT 2**

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

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**

**TABLE OF CONTENTS**

Recitals..... 3

Section 1 Binding Agreement ..... 6

Section 2 Term ..... 6

Section 3 Definitions..... 6

Section 4 Compliance with Laws and Regulations..... 7

Section 5 Solid Waste Community Program and HHW Drop-Off Service Availability .... 8

Section 6 Equipment and Materials ..... 10

Section 7 Privacy and Records..... 10

Section 8 Ownership of HHW ..... 11

Section 9 Marketing of Recyclable Household Hazardous Wastes ..... 11

Section 10 Billing and Payment. .... 13

Section 11 County's HHW Drop-Off Books and Records; Audits..... 13

Section 12 Reporting Requirements ..... 14

Section 13 Activities and Reports; Adverse Information ..... 15

Section 14 Indemnification ..... 17

Section 15 General Provisions..... 20

Exhibit A Community Programs Scope of Services ..... 25

Exhibit B Calculation of Costs ..... 26

**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 14<sup>th</sup> 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

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



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.

**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 Resources 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).

**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.

**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.

**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

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.

## **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

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.



## **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**

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

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 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](mailto:environmentalservices@cityofgoleta.org) and [cityclerkgroup@cityofgoleta.org](mailto: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

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

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),



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.

## **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.

**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](mailto:megan.garibaldi@bbklaw.com),  
[wcai@cityofgoleta.org](mailto:wcai@cityofgoleta.org) and [environmentalservices@cityofgoleta.org](mailto: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](mailto: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.

**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.

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Robert Nisbet, City Manager

ATTEST

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Deborah Lopez, City Clerk

APPROVED AS TO FORM:

ISAAC ROSEN, ACTING CITY ATTORNEY

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Winnie Cai, Assistant City Attorney

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

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

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

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Gregory Milligan, ARM  
Risk Management

By: \_\_\_\_\_  
Risk Management



**Exhibit A – Scope of Services**

<b>Community Programs Scope of Services and Estimated Costs for Fiscal Year 2024/25</b>	
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
<b>Total Annual Cost</b>	<b>\$316,000</b>

## **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 be 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.