

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

July 10, 2012

**FROM: MARK A. HARTWIG, Fire Chief
San Bernardino County Fire Protection District**

**SUBJECT: AGREEMENTS FOR PARTICIPATION IN THE HOUSEHOLD HAZARDOUS
WASTE COLLECTION PROGRAM**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Fire Protection District, approve the following agreements for participation in the Household Hazardous Waste Collection Program from July 1, 2012 through June 30, 2017:

1. **Agreement No. 12-465** with the City of Big Bear Lake in the annual amount of \$17,933 and a total aggregate contract amount of \$89,665.
2. **Agreement No. 12-466** with the City of Loma Linda in the annual amount of \$29,588 and a total aggregate contract amount of \$147,940.
3. **Agreement No. 12-467** with the City of Rancho Cucamonga in the annual amount of \$220,575 and a total aggregate contract amount of \$1,102,875.
4. **Agreement No. 12-468** with the City of Redlands in the annual amount of \$93,505 and a total aggregate contract amount of \$467,525.
5. **Agreement No. 12-469** with the City of Yucaipa in the annual amount of \$66,920 and a total aggregate contract amount of \$334,600.
6. **Agreement No. 12-470** with the Town of Yucca Valley in the annual amount of \$27,680 and a total aggregate contract amount of \$138,400.

(Affected Districts: All)

(Presenter: Lonie Wallace, Interim Deputy Fire Marshal, 386-8407)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Operate in a Fiscally Responsible and Business-Like Manner.

Maintain Public Safety.

Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

The total revenue and related appropriation authority of \$456,201 is included in San Bernardino County Fire Protection District's (County Fire) 2012-13 operating budget (FHH-107-160) which reflects the six agreements listed above and will be included in subsequent fiscal years' budgets through 2016-17. There is no net County cost (discretionary general funding) associated with the approval of this item.

Page 1 of 2

cc: SBCFPD-Wallace w/agreements &
Hartwig
Contractor c/o SBCFPD w/agreement
Auditor-Accounts Payable Manager
w/agreements
EBIX-BPO c/o Risk Management
CAO-Brown
File - w/agreement
ml 07/16/12

Color Copy
ITEM 56

Record of Action of the Board of Directors

APPROVED (CONSENT CALENDAR)

COUNTY OF SAN BERNARDINO

San Bernardino County Fire Protection District

MOTION	MOVE	AYE	SECOND	AYE	AYE
	1	2	3	4	5

LAURA H. WELCH, SECRETARY

BY

DATED: July 10, 2012



**SAN BERNARDINO COUNTY
FIRE PROTECTION
DISTRICT**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

☒ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept.	A	Contract Number 12-468	
ePro Vendor Number				ePro Contract Number		
Dept.				Orgn.	Contractor's License No.	
San Bernardino County Fire Protection District						
Contract Representative				Telephone	Total Contract Amount	
Ionie Wallace				(909) 382-5401	\$93,505 per year	
Contract Type ☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
		7/1/12	6/30/17	\$	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
FHH	107	160		8842		\$93,505
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name				Estimated Payment Total by Fiscal Year		
Household Hazardous Waste				FY	Amount	I/D
Agreement with				12/13	\$93,505	
Collection Facility				13/14	\$93,505	
				14/15	\$93,505	

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT** hereinafter called the **DISTRICT**, and

Name

City of Redlands

Address

P.O. Box 3005

hereinafter called City

Redlands, CA 92373

Telephone

(909) 798-7600

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is made and entered into between the San Bernardino County Fire Protection District, hereinafter referred to as "District" and the City of Redlands hereinafter referred to as the "City."

RECITALS:

WHEREAS, the California Public Resources Code (Section 47000 *et seq.*) requires cities and counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households in the city or county and which

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

should be separated from the solid waste stream; and,

WHEREAS, the County of San Bernardino and each of the cities in the County have developed Household Hazardous Waste Elements (HHWE) which identify a county-wide cooperative program for the management of Household Hazardous Waste; and,

WHEREAS, the existing Household Hazardous Waste program operated by the District is consistent with the adopted HHWE; and,

WHEREAS, the District's Division of Hazardous Materials, is a division of District responsible for the safe management of hazardous waste; and,

WHEREAS, the City desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in the event of fire, the prevention of potential environmental degradation and the conservation of resources through recycling.

NOW, THEREFORE, in consideration of mutual covenants and conditions the parties hereto agree as follows:

**WITNESSETH:
RESPONSIBILITIES AND DUTIES OF THE CITY**

1. The City agrees to allow the operation of a Household Hazardous Waste Collection Facility (hereinafter referred to as "Facility") for the City and County at the following location: Redlands City Yard, 500 Kansas Street, Redlands, California.
2. The City shall operate the Facility as described in this agreement and shall be responsible for maintenance of Facility property and for the safety of persons and materials on this property. It shall not be necessary for the City to have a person present at all times on the site where the waste will be stored.
3. The City shall provide water service for OSHA required safety shower and eyewash equipment at the Facility.
4. The City shall provide on-site restroom facilities during the hours that the Facility is occupied.
5. The City shall publicize to its residents the need to properly recycle, reduce, store, transport and dispose of Household Hazardous Waste and inform its residents of the availability of the Facility for the safe management of Household Hazardous Waste.
6. Agreement Compliance. City agrees to comply with all applicable Federal, State and County laws, regulations and policies in carrying out its responsibilities under this Agreement.

RESPONSIBILITIES AND DUTIES OF THE DISTRICT

7. The District shall act as the generator and transporter of the Household Hazardous Wastes, and shall assume responsibility for maintaining the necessary site and transportation permits. Further, the District will train City personnel and provide the Operations Manual, which designates waste to be accepted, defines a categorization scheme for wastes anticipated, and specifies emergency procedures to be followed. The District shall continue to provide an initial 32-hour training course for new personnel of the City and a subsequent annual 8-hour "refresher" training course for City employees. If there are changes to the Operations Manual, written notification and/or special training sessions shall be provided to the City at least thirty (30) days prior to their effective date. The Operations Manual shall be consistent with all state and federal regulations applicable to Household Hazardous Waste facilities and amended as necessary.

8. The District shall provide a secure storage shed. The District will also provide approved waste storage containers, meeting the specifications of the Department of Transportation for the disposal of hazardous waste and sufficient absorbent materials for "over packing" the waste containers. At the termination or expiration of this Agreement, all items provided by the District shall belong to the District, unless otherwise agreed upon in writing. District employees shall be available to assist the City on a 24-hour basis should an emergency arise at the Facility.
9. The District shall either remove the wastes or independently contract with a licensed hazardous waste hauler to remove the accumulated wastes, monthly, and to recycle or dispose of wastes at an approved facility, at no additional cost to the City.
10. The District shall provide an annual report to the City that shall include the amounts and types of waste collected, participation by jurisdiction, and final disposition of the waste.
11. District shall compile and provide to the California Department of Resources Recycling and Recovery (CalRecycle), the Department of Toxic Substances Control, and the Certified Unified Program Agency, the City's Annual Form 303 Report. District shall also compile and submit the annual NPDES reports to the County Storm Water Programs.
12. The District will provide one County employee through the duration of time that the District manages the City's Oil Payments Funds, to assist in the operations of the Facility every Saturday of the year, excluding inclement weather and County Holidays.
13. The operations at the Facility will be directed jointly by County and City personnel according to the "Satellite Facilities Operations Manual" that designates waste to be accepted, defines a categorization scheme for wastes anticipated, and specifies emergency procedures to be followed. This document is referenced in and required by the Permit by Rule authorization to operate that is issued by the Certified Unified Program Agency. If there are any changes to the "Satellite Facilities Operations Manual", the County shall provide special training sessions to County and City personnel as soon as practicable with respect to said changes.
14. All personnel provided by the District are employees of the County, and, as such, will be supervised and trained by the County. In particular, all County employees will be trained to meet or exceed Cal OSHA requirements.

CONSIDERATION

15. In consideration for the services provided, City shall pay the District \$23,376 each quarter, fiscal year 2012/2013 through fiscal year 2016/2017, (payment due on: July 15, October 15, January 15, and April 15). This consideration includes pending cost saving for the decreased cost in managing certain types of paint products.

TERM AND TERMINATION

16. This Agreement shall be effective July 1, 2012 and shall remain in effect through June 30, 2017, but may be renewed for specified periods, unless, otherwise terminated or amended.
17. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 90 days prior written notice to the other party.

INSURANCE AND INDEMNIFICATION

18. City and District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

19. District agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless City, its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by City on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The District's indemnification obligation applies to City's "active" as well as "passive" negligence but does not apply to City's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

City agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless District, its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by District on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The City's indemnification obligation applies to District's "active" as well as "passive" negligence but does not apply to District's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event District and/or City are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, District and/or City, as applicable, shall indemnify the other to the extent of its comparative fault.

Notwithstanding indemnification for any claim, action, loss, or damage involving a third party, District and City hereby waive any and all rights of subrogation recovery against each other.

Furthermore, if District or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, District and City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

GENERAL TERMS AND CONDITIONS

20. Representation of the District. In the performance of the Agreement, City, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the District.
21. Change of Address. City shall notify the District in writing of any change in mailing address within ten (10) business days of the change.
22. Agreement Assignability. Without the prior written consent of the District, the agreement is not assignable by City, either in whole or in part.
23. Agreement Amendments. The Parties agree that any alterations, variations, modifications, waivers, or provisions of the Agreement shall be valid only when reduced to writing, duly signed, and attached to the original Agreement and approved by the required persons of both City and District.
24. Correction of Performance Deficiencies. Failure by either of the Parties to comply with any of the provisions, covenants, requirements or conditions of this agreement shall be a material breach of this agreement.

In the event of a non-cured breach, the non-breaching party may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Afford the breaching party a time period within which to cure the breach, which period shall be established at sole discretion of the non-breaching party; and/or,
 - B. Terminate this Contract.
25. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under INDEMNIFICATION paragraphs.
26. Venue and Governing Law. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County. This contract shall be governed by the laws of the State of California.
27. Notification. In the event of a problem or potential problem that will impact the level of performance under this Agreement, the City shall notify the District within one (1) working day, in writing and by telephone.
28. Former County and District Officials. City agrees to provide or has already provided information on former San Bernardino County and District administrative officials (as defined below) who are employed by or represent City. The information provided includes a list of former County and District administrative officials who terminated COUNTY or District employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of City. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County or District department or group head, assistant department or group head, or an employee in the Exempt Group, Management Unit, or Safety Management Unit.
29. Inaccuracies or Misrepresentations. If in the course of or the administration of this Agreement District determines that City has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Agreement may be immediately terminated. If the Agreement is terminated according to this provision, the District is entitled to pursue any available legal remedies.
30. Waiver. No delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof of any other power or right. No waiver by any party of any right hereunder or of any default shall be binding upon such party unless such waiver is in writing and signed by a duly authorized official of such party; and no waiver of any default or failure by such party to exercise any right hereunder shall operate as a waiver of any other or further exercise of such right or of any further default.
31. Severability. If any provisions of this agreement, or portions thereof, or the application thereof to any circumstances shall be held invalid or unenforceable, the remainder of this agreement and the application thereof to other circumstances shall nevertheless be valid.

32. Notices and Reports. Any notices shall be addressed to the respective parties as set forth below:

DISTRICT: **Ionie Wallace**
Supervising Hazardous Materials Specialist
Household Hazardous Waste Program
2824 East "W" Street
San Bernardino, CA 92415-0799

City: **Dempsey Chappell**
City of Redlands Fire Department
P. O. Box 3005
Redlands, CA 92373

33. Entire Agreement.

- A. This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Directors has caused this Agreement to be subscribed to by the Clerk thereof, and City has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

San Bernardino County Fire Protection District



Josie Gonzales, Chair, Board of Directors

Dated: JUL 10 2012

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Laura H. Welch, Secretary

By  _____
Deputy

Approved as to Legal Form

► _____
Counsel

Date 6/15/12

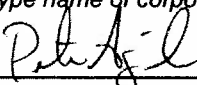
Reviewed by Contract Compliance

► _____

Date _____

City of Redlands

(Print or type name of corporation, company, contractor, etc.)

By ►  _____
(Authorized signature - sign in blue ink)

Name Pete Aguilar
(Print or type name of person signing contract)

Title Mayor Attest: 
(Print or Type) Sam Irwin, City Clerk

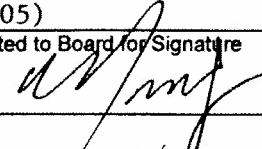
Dated: May 1, 2012

Address 35 Cajon Street, Suite 200

Redlands, CA 92373-1505

(mailing: PO BOX 3005)

Presented to Board for Signature

► 

Date 6-26-2012