

**MINUTES OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA**

Agree. 90-979;

SWM-Gen'l.;

Cities of Colton, Fontana

XC: Sam Kim, Meredith (Recycling)

Grand Terrace, Highland, Loma

Linda, Redlands, Rialto, San August 27, 1990

Bdno., Yucaipa

FROM:

William Sterling, Director  
Solid Waste Management Department

SUBJECT:

**EAST VALLEY Memorandum Of Understanding (MOU)**

RECOMMENDATION:

- 1) Approve MOU between County and the cities of COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, REDLANDS, RIALTO, SAN BERNARDINO, AND YUCAIPA (East Valley) for the purpose of completing a Source Reduction and Recycling Element for the unincorporated area of the East Valley region.
- 2) Authorize the advancement of funds from Solid Waste Management Trust Fund, sub-object no. 020 Fund 545 to the City of Rialto, MOU lead agency.

**BACKGROUND:**

The County of San Bernardino is required by state law to prepare and implement a Source Reduction and Recycling Element (Element) for the County's unincorporated areas. The Solid Waste Advisory Task-force (Task-force) has recommended a regional approach to meet this requirement of state law. Three coalitions have formed: the East Valley, the West Valley, and the East Mountain/Desert.

This action formalizes County participation in the East Valley coalition, to complete an Element for unincorporated area of the East Valley region, and establishes the City of Rialto as the lead agency for administering the consulting contract.

**REVIEWED BY OTHER DEPARTMENTS:**

This item has been reviewed by Kathryn Brill of Risk Management on August 9, 1990; Bobby Bevins of Contract Compliance on August 10, 1990; and Robert L. Jocks, Deputy County Counsel on August 13, 1990.

Agreement No. 90-979

cc: SWM w/5 agrees. for signature  
Contractor c/o SWM  
CAO  
Co. Counsel-Jocks  
Auditor  
Risk Mgmt.-Brill  
Purchasing-Contract Compl.  
Cities listed above  
File

lw

Action of the Board of Supervisors

**APPROVED BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO**

MOTION	Second	Aye	Aye	Aye	Motion
				4	5

EARLENE SPRIGGS, CLERK OF THE BOARD

BY

DATED: AUG 27 1990



BOARD ITEM: EAST VALLEY MOU  
August 27, 1990  
Page 2 of 2

FINANCIAL DATA:

Funds to pay for this program are included in revenue generated through tipping fees paid for use of area landfills. This action has no impact on the County General Fund. The total contract amount authorized by this action shall not exceed \$220,000.00. This program is included in the Solid Waste Management Enterprise Fund Budget for fiscal year 1990-1991. Disbursements to the East Valley coalition shall in no instance exceed the amount of the Disposal Tipping Fees collected from the cities of the East Valley region.

Presenter: Marvin Shaw, Chief of Planning & Recycling



1  
2 SOURCE REDUCTION AND RECYCLING PLANNING AGREEMENT

3  
4 MEMORANDUM OF UNDERSTANDING

5  
6 This Agreement is made and entered into as of the date set out  
7 below by and between the cities of COLTON, FONTANA, GRAND TERRACE,  
8 HIGHLAND, LOMA LINDA, REDLANDS, RIALTO, SAN BERNARDINO, YUCAIPA,  
9 and the COUNTY OF SAN BERNARDINO, hereafter referred to as "par-  
10 ties", all of whom shall be signatories to this Agreement.  
11

12 Recitals

13 WHEREAS the California Integrated Waste Management Act of  
14 1989 (AB 939), as amended, requires all Cities and Counties to  
15 prepare and implement Source Reduction and Recycling Elements of  
16 an Integrated Waste Management Plan; and  
17

18 WHEREAS, the Cities of the East San Bernardino Valley togeth-  
19 er with the County of San Bernardino, share a common interest in  
20 the sound, environmentally safe collection and disposal of solid  
21 waste materials in the East Valley area; and  
22

23 WHEREAS, the necessary studies and analyses required to  
24 prepare the individual local agency plans for compliance with  
25 Assembly Bill 939 can be performed more efficiently on a regional  
26 basis, resulting in better coordinated planning and a lesser cost  
27 to each of the parties involved; and  
28

1 WHEREAS, solid waste generated within the signatory jurisdic-  
2 tions is disposed of at County landfills and the fee charged by  
3 the County of San Bernardino Department of Solid Waste Management  
4 for landfill use includes an amount of \$1.00 per ton to accomplish  
5 the mandates of AB 939; and  
6

7 WHEREAS, pursuant to Government Code Section 6500 et. seq.,  
8 the parties possess in common the power to study, discuss, and  
9 recommend solid waste policies, to expend funds therefore and  
10 exercise such common powers jointly;  
11

12 NOW, THEREFORE, the parties agree as follows:  
13

14 1. Purpose of Agreement:  
15

16 The purpose of this agreement is to fund and obtain consult-  
17 ing services to study the present and future waste composition and  
18 management practices within the Cities and surrounding County  
19 areas for the purpose of developing source reduction and recycling  
20 elements pursuant to Public Resources Code Section 40000 et. seq.  
21 for each jurisdiction.

22 2. Request for Consultant Proposals:  
23

24 a. An RFP has been prepared for such consulting services and  
25 study describing the substance, scope and depth of the work to be  
26 performed as well as qualification for the consultant to be hired,  
27 in the form set out in Exhibit A, attached and incorporated as if  
28 fully set forth here.

1           b. The RFP has been reviewed and the parties jointly deter-  
2 mined modifications to be made to the RFP. The parties determined  
3 the process to be used for the selection of the consultant and  
4 jointly selected the consultant to prepare the study.

5  
6           3. Preparation of the Study:

7           The consultant selected shall prepare a study to the specifi-  
8 cation set out in a Professional Services Contract (Exhibit B), to  
9 be entered into between the City of Rialto, acting on behalf of  
10 the participating agencies, and the Consultant. In determining the  
11 characterization of solid waste generated, and potential programs  
12 for management, the consultant and the parties shall solicit and  
13 address within the completed study input from those governmental  
14 agencies whose jurisdiction includes solid waste matters, includ-  
15 ing but not limited to, the California Integrated Waste Management  
16 Board, Environmental Health Services (LEA), the San Bernardino  
17 County Solid Waste Advisory Task Force, effected special dis-  
18 tricts, solid and liquid waste haulers and recyclers. The prepa-  
19 ration of the study shall include preparation of Environmental  
20 Review Documents.

21  
22           4. Costs of the Study:

23           The costs of this study and consultant services shall be that  
24 set forth in the Agreement for Consulting Services attached  
25 hereto as Exhibit B.  
26  
27  
28

1  
2       5. Funding of the Study:

3       Costs of conducting this study and consulting services pursu-  
4 ant to this Agreement shall be funded from the San Bernardino  
5 County Solid Waste Enterprise Fund using revenue derived from the  
6 County landfill fee for AB 939 activities. The City of Redlands  
7 does not dispose of its municipal waste at the County landfill and  
8 shall contribute a prorata share of 10% of the study cost. If  
9 money is required to fund the study prior to receipt of the County  
10 landfill fee, costs shall be allocated and based upon Department  
11 of Finance population. When landfill fees are received, partici-  
12 pating agencies will be reimbursed for funds advanced. In the  
13 event that the total project cost is less than the cost estimates,  
14 pursuant to Government Code Section 6512, the City of Redlands  
15 shall be refunded any surplus of it's deposited prorata share.

16  
17       6. Effective Date and Term of Agreement:

18       This Agreement shall be effective as of the date it is signed  
19 by all parties and shall terminate two years from its effective  
20 date. The withdrawal of any party from this Agreement shall not  
21 terminate the Agreement. In the event that the County or a City  
22 discontinues its participation in this Agreement, it shall pay its  
23 fair share based upon Department of Finance population of all  
24 costs incurred up to that point.

25       7. Consultant Contract Administration:

26       A coordinating committee consisting of one member from each  
27 jurisdiction, chaired by the Rialto City Administrator, shall be  
28



1 established for the purpose of administering the Consultant Con-  
2 tract as provided in Exhibit B. Each member jurisdiction shall  
3 possess one voting right on all matters before the committee. The  
4 City Administrator of the City of Rialto had been selected as the  
5 representative for the participating parties. He shall coordinate  
6 and provide to the Consultant information received from the par-  
7 ties and when necessary disseminate information or notices to the  
8 other parties and generally be the representative for the group of  
9 Agencies. Notwithstanding, he shall serve without compensation  
10 and shall have no ability to amend or modify the Professional  
11 Service Contract, or to otherwise bind the Agencies, without  
12 prior written consent by the Chief Administrative Officer of each  
13 jurisdiction and delegation.

14  
15 8. Amendment/Waiver:

16 This Agreement may be amended only in writing and signed by  
17 all parties hereto. No waiver of any term or condition of the  
18 Agreement shall be considered a continuing waiver thereof. This  
19 Agreement does not prevent any of the signatory parties from  
20 entering into an agreement with the consultant provided that such  
21 party uses its own funding source. It is understood that subse-  
22 quent agreements will not interfere with the progress of tasks set  
23 forth in this primary agreement. The consultant has agreed to  
24 provide additional services to the participating Agencies at the  
25 same hourly wage rates indicated in the Professional Services  
26 Agreement with the City of Rialto.

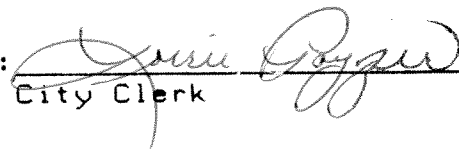
1 IN WITNESS WHEREOF, the undersigned have executed this Agreement  
2 as of the dates set out.

3 Executed this 15th day of August, 1990.

4  
5  
6 By:  \_\_\_\_\_

Mayor

City of Redlands

7  
8 Attest:  \_\_\_\_\_

City Clerk

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1 EXHIBIT A

2 REQUEST FOR PROPOSALS

3 PREPARATION OF SOURCE REDUCTION AND RECYCLING ELEMENT  
4 PURSUANT TO AB 939

5 INTRODUCTION

6 Cities in the mid-valley region of San Bernardino County, namely  
7 the Cities of Colton, Fontana, Grand Terrace, Highland, Loma  
8 Linda, Redlands, Rialto, San Bernardino, and Yucaipa, as well as  
9 the unincorporated areas of San Bernardino County which lie within  
10 the mid-valley region, are soliciting proposals from professional  
11 and technical consulting firms with the expertise and resources to  
12 assist in the preparation of the Source Reduction and Recycling  
Element required by AB 939, and in compliance with regulations  
imposed by the California Waste Management Board. Ten (10) pro-  
posals must be received at City of Rialto City Hall, 150 South  
Palm Avenue, Rialto, California no later than 4:00 p.m. on Tues-  
day, June 12, 1990. Proposals received after this time will not  
be considered.

13 BACKGROUND

14 A Committee has been formed by the Cities of Colton, Fontana,  
15 Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernar-  
16 dino and Yucaipa. The County of San Bernardino is interested in  
17 participating in as much as there are regions of unincorporated  
18 county which lie within the mid-valley region. This Committee has  
19 been formed for the purpose of planning a strategy to design and  
implement AB 939 requirements. It is the intent of the Committee  
to take advantage of any possible economies of scale that might  
arise through cooperative use of a single consultant to perform  
the waste characterization study and prepare the Source Reduction  
and Recycling Element as required by state law.

20 SCOPE OF EFFORT

21 The preparation of each City's Source Reduction and Recycling  
22 Element can basically be separated in to two tasks:

23 TASK #1 Prepare the Source Reduction and Recycling Element  
24 in compliance with AB 939 and regulations of the  
25 California Integrated Waste Management Board for each  
26 participating Agency. As part of that activity the  
27 consultant should be prepared to complete all  
28 submission requirements and necessary documentation  
in order to complete the approval process. This will  
include representation at a minimum of 5 committee  
meetings during the preparation and approval process.  
After Committee approval, submission of the element  
to the State/County regulatory body must be completed  
by July 1, 1991.

TASK #2      Upon completion and approval of the plan, provide assistance to Cities during program implementation or until a City can proceed independently.

Both of these tasks will involve working closely with the staffs of each respective City as well as the County of San Bernardino and the Solid Waste Task Force. While some elements are common to all city plans, preparation of the implementation plans must be tailored to the need of each city as well as the unincorporated areas of San Bernardino County within the east valley region. Plans submitted should consider the possibility of working with local waste haulers of City Sanitation Departments to assist with the waste characterization study.

#### CONTENTS OF THE SOURCE REDUCTION AND RECYCLING ELEMENT (TASK #1)

At a minimum the Source Reduction and Recycling Element shall include all the current legislative and regulatory content requirements including, but not limited to the following:

1. WASTE CHARACTERIZATION (Solid Waste Generation Study)
  - A. Methodology to quantify two of the following three components for each jurisdiction:  
quantities generated, disposed, or diverted
  - B. Volume
  - C. Weight
  - D. Material type
  - E. Source Generation (Residential, Commercial, Industrial, Governmental, Institutional, etc.)
  - F. Seasons
2. SOURCE REDUCTION
  - A. Program and implementation schedule
  - B. Target materials
  - C. Methodology to determine the amount and categories to be diverted
  - D. Facility needs to implement reduction, recycling and composting elements
  - E. Disposal rate evaluation
3. RECYCLING
  - A. Methodology for determining current levels of recycling within each jurisdiction
  - B. Program and implementation schedule
  - C. Target Materials
  - D. Methodology to determine the amount and categories to be recycled.
  - E. Facility needs to implement recycling element
  - F. Evaluation of alternative programs to achieve goals
  - G. Methodology to identify and locate end-markets for recyclable materials

1 4. COMPOSTING

- 2 A. Program and implementation schedule  
3 B. Target materials  
4 C. Methodology to determine the amount and categories to be  
5 composted  
6 D. Facility needs to implement composting element  
7 E. Methodology to increase the end market for composted  
8 materials

9 5. SOLID WASTE FACILITY CAPACITY

- 10 A. Identification of all existing permitted landfills and  
11 transformation stations  
12 B. Capacity needs projection for 15 year period

13 6. EDUCATION AND PUBLIC INFORMATION

- 14 A. Program and implementation schedule of the short,  
15 medium and long planning periods  
16 B. Selection of program alternatives  
17 C. Monitoring and evaluation

18 7. FUNDING

- 19 A. Projected costs  
20 B. Projected revenue sources

21 8. SPECIAL WASTES

- 22 A. Asbestos  
23 B. Sewage sludge  
24 C. Tires  
25 D. Bulky wastes

26 9. HOUSEHOLD HAZARDOUS WASTES

- 27 A. Program and implementation schedule for diversion and  
28 disposal of household hazardous wastes  
29 B. Target materials  
30 C. Methodology to determine the amount and categories of  
31 household hazardous wastes  
32 D. Facility needs to implement household hazardous waste  
33 components  
34 E. Evaluation of alternative programs to achieve goals  
35 F. Identification and location of end-markets for  
36 recyclable household hazardous wastes

37 PROGRAM IMPLEMENTATION (TASK #2)

38 Until participating cities have the experience and resources to  
39 proceed independently, the consultant will be expected to provide  
40 assistance to each City which may include, but will not be limited  
41 to, the following:

- 42 1. Update the element pending additional regulations  
43 2. Provide assistance with selection and procurement of  
44 equipment  
45 3. Meet as needed with each City's staff

4. Provide assistance with education and public information
5. Develop training tools/timeline for each City to become independent in ability to implement program

#### PROPOSAL REQUIREMENTS

Prospective consultant shall include in their proposal, at a minimum, the following information:

1. A detailed outline of the proposed approach to accomplish the required tasks.
2. One section of the proposal should be clearly identified as "Consultants Qualifications" and shall contain a written description of the consultant's experience and relative qualifications that will include, but are not limited to, the Consultants responses to the following:
  - a. Name, title, and solid waste planning experience and qualifications of the consultant and all other staff who may be assigned to this project, including a list of any similar projects that the consultant has recently completed.
  - b. Describe any relative past experience in the development of waste characterization assessment methodology including Quantitative Field Analysis, Materials Flow and use of combined methodology as well as program design and implementation.
3. A description of services to be rendered and anticipated time frame/schedule listing all specific work tasks, time required, and staff assigned to each task.
4. A separate cost estimate for Task #1 stated in a not-to-exceed figure based on actual time and materials required to complete the project and desired payment schedule (not less than 30 day billing cycles). Peripheral costs, such as printing and appearances at additional meetings should be listed. Due to the open-ended nature of Task #2, the cost estimate should be based on the consultant's hourly fees.
5. Copies of similar plans recently prepared by the firm.
6. Proposals and final reports should be on paper with recycled content.

1        PRE-SUBMITTAL MEETING

2        Prior to accepting proposals, an informal meeting will be held  
3        with interested firms in attendance. The purpose of the meeting  
4        is to answer any questions pertaining to the project or the R. F.  
5        P. requirements. The scheduled time and date of the meeting is  
6        3:00 p.m., June 5, 1990 at City of Rialto City Hall, 150 South  
7        Palm Avenue, Rialto, California.

8        SUBMISSION OF PROPOSALS

9        10 copies of the proposal shall be delivered no later than 4:00  
10       p.m., on June 12, 1990 to the following:

11                                Selection Committee  
12                                c/o Michelle Bancroft, Administrative Assistant  
13                                Rialto City Hall  
14                                150 South Palm Avenue  
15                                Rialto, CA 92376

16        Potential consultants may contact the City of Rialto's City  
17        Administrator's Office on any matters related to the project.

18        EVALUATION OF PROPOSALS

19        A selection committee shall review the proposals. Each firm being  
20        considered may be evaluated, taking into account their location,  
21        reputation, experience, size, personnel available, quality of  
22        references, financial standing, work load, ability to complete the  
23        project on schedule or other factors peculiar to the project. The  
24        selection committee may also consider the sort of services to be  
25        provided. At this time, the Selection Committee may select the  
26        top consultant(s) for personal interviews.

27        The Selection process will be as follows:

- 28            1. The Selection Committee will evaluate all consultants,  
             interview a short list and make a final recommendation for  
             selection.
2. The firm recommended by the Selection Committee will be  
             invited to discuss the project and negotiate compensation,  
             terms, and conditions.
3. If agreement is not reached, the negotiations will be  
             terminated and similar interviews will be conducted with the  
             second firm.
4. After reaching successful negotiations with the selected  
             Consultant, a contract shall be prepared and submitted  
             to the Committee for approval.

1 All costs incurred in the preparation of the proposals, the sub-  
2 mission of additional information, and/or in any other aspect of a  
3 proposal prior to the award of a written contract, will be borne  
4 by the respondent. The Committee will provide only staff assist-  
5 ance and will not be responsible for any other costs or obliga-  
6 tions of any kind which may be incurred by a respondent. All  
7 proposals shall become the property of the Committee.

#### 8 INSURANCE REQUIREMENTS

9 The contract between the Committee and the consultant will contain  
10 provisions for indemnity and insurance as follows:

##### 11 A. Indemnification and Insurance

12 The Committee, its agents, officers, volunteers, and  
13 employees, shall not be liable for any claims,  
14 liabilities, penalties, fines or for damage to any goods,  
15 properties or effects of any person, caused by or result-  
16 ing from any negligent acts, errors or omissions of the  
17 Consultant or the Consultant's agents, employees, or  
18 representatives, not including liability by reason of acts  
19 or omissions caused by the Committee, their agents, volun-  
20 teers or employees, any costs or expenses incurred by the  
21 Committee on account of any claim therefore.

22 In order to accomplish the indemnification herein provided  
23 for, the Consultant shall secure and maintain throughout  
24 the term of the contract the following types of insurance  
25 with limits as shown:

26 1. Workers' Compensation Insurance within statutory  
27 limits. The Consultant shall require the carriers  
28 furnishing such insurance to waive all rights of  
subrogation against the Committee, its officers,  
employees, volunteers, contractors and subcontractors.

29 2. Comprehensive General and Automobile Liability  
30 Insurance, including contractual liability coverage  
31 and including automobile, for owned and non-owned  
32 vehicles, with a combined single limit of not less  
33 than one million dollars (\$1,000,000.00) for bodily  
34 injury and property damage and as necessary for the  
35 work, with the companies and form of policy or poli-  
36 cies subject to review and approval be the Committee.

37 3. The Consultant shall furnish certified copies of  
38 all policies and endorsements to the Committee evi-  
dencing the insurance coverage above prior to com-  
mencement of performance of services hereunder, and  
shall provide that such insurance shall not be termi-  
nated or expire except with ten (10) days prior writ-  
ten notice to the Committee and shall maintain such  
insurance from the time Consultant commences perform-  
ance of services hereunder until the completion of  
such services.



1  
2 EXHIBIT B

3 AGREEMENT FOR  
4 CONSULTANT SERVICES RELATING TO  
5 PREPARATION OF SOURCE REDUCTION AND  
6 RECYCLING ELEMENTS  
7 PURSUANT TO AB 939  
8 (PUBLIC RESOURCES CODE 40000 ET SEQ.)

9 THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of  
10 \_\_\_\_\_, 1990, by and between the City of Rialto acting as  
11 an agent for the cities of Colton, Fontana, Grand Terrace, High-  
12 land, Loma Linda, Redlands, Rialto, San Bernardino, Yucaipa and  
13 the County of San Bernardino (collectively, the "Agencies"),  
14 pursuant to that certain source reduction and recycling planning  
15 agreement between the agencies, and EMCON Associates, hereinafter  
16 called "Consultant".

17  
18 WITNESSETH:

19  
20 WHEREAS, the Agencies have a need for the services of a  
21 Consultant to prepare source reduction and recycling elements for  
22 each jurisdiction pursuant to Public Resources Code 40000 et seq.

23  
24 WHEREAS, the Consultant asserts that he is specially  
25 trained, experienced and competent to perform such services;

26  
27 NOW THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:  
28

1  
2 1. The Agencies hereby employ the Consultant to perform  
3 the Scope of Work as described in Attachment 1 for each partici-  
4 pating Agency.

5  
6 2. The Agencies shall compensate the Consultant in ac-  
7 cordance with cost estimate provided in Attachment 2 not to exceed  
8 a maximum amount of \$183,000, with a contingency of 20%, over the  
9 term of this Agreement payable monthly, 30 days after receipt of  
10 an invoice for work completed.

11  
12 3. Where the payment terms provide for compensation on a  
13 time and materials basis, the Consultant shall maintain adequate  
14 records to permit inspection or audit of the Consultant's time and  
15 material charges under this agreement. The Consultant shall make  
16 such records available to the Agencies. The Consultant shall  
17 maintain and keep books and records on a current basis, recording  
18 all transactions pertaining to this agreement in a form in accord-  
19 ance with generally acceptable accounting principles. Said books  
20 and records shall be made available to the Agencies, the State of  
21 California; and the Federal Government, and to any authorized  
22 representative thereof for purposes of audit at all reasonable  
23 times and places. All such books and records shall be retained  
24 for such periods of time as required by law, provided, however,  
25 notwithstanding any shorter periods of retention. All books,  
26 records, and supporting detail shall be retained for a period of  
27 at least three years after the expiration of the term of this  
28 agreement.

1  
2           4.    The Consultant shall commence work upon receipt of  
3 written direction to proceed from the Contract Administrator.  
4

5           5.    The Agencies and the Consultant agree that the sched-  
6 ule described in Attachment 3 represents their best estimates with  
7 respect to completion dates and both Consultant and Agencies  
8 acknowledge that departures from the schedule may occur except for  
9 the following dates which shall be met:

10           i.    The Preliminary Drafts of the Source Reduction and  
11 Recycling Element for each participating jurisdiction will be  
12 submitted to participating Agencies no later than March 1, 1991.  
13

14           ii.   Preliminary Final Drafts will be presented to the AB  
15 939 Task Force at its April 1991 Meeting for its review.

16           iii.   The approved Final Drafts will be submitted to  
17 reviewing Agencies within San Bernardino County government no  
18 later than July 1, 1991.

19           iv.    CEQA requirements will be completed within the time-  
20 frame set by the IMWB so that no fines are incurred by the partic-  
21 ipating agencies.

22           Both the Consultant and Agencies will use responsible efforts to  
23 notify one another of changes to the schedule.  
24

25           6.    The term of this Agreement is for a two-year period  
26 and may be extended on a month to month basis for a maximum of  
27 twelve (12) additional months upon the express written consent of  
28

1 the Consultant to such extension and the approval thereof by the  
2 Agencies. Either party may terminate this agreement for any  
3 reason upon thirty (30) days written notice to the other. The  
4 written notice shall specify the date of termination and the  
5 reasons for termination. Upon receipt of such notice, the Con-  
6 sultant may continue work on the Project through the date of  
7 termination. The Agencies shall pay the Consultant for all work  
8 performed before the date of termination within thirty (30) days  
9 of the date of termination.

10  
11 7. The Consultant, in performing services under this  
12 Agreement, shall not be considered as an employee of any City for  
13 any purpose, but for all intents and purposes shall be considered  
14 as an independent contractor. The Consultant may also retain or  
15 subcontract for the services of other necessary consultants with  
16 the approval of the Agencies. Payment for such services shall be  
17 the responsibility of the Consultant.

18  
19 8. An Agency representative shall be designated by the  
20 Agencies and a Consultant representative shall be designated by  
21 the Consultant. The Agency representative shall be the primary  
22 contact person for each party regarding performance of the agree-  
23 ment. The Agency representative shall cooperate with the Consult-  
24 ant and the Consultant representative shall cooperate with the  
25 Agencies in all matters regarding this agreement and in such a  
26 manner as will result in the performance of the work in a timely  
27 and expeditious manner.  
28

1  
2 CITY REPRESENTATIVE

3 City Administrator  
4 City of Rialto  
150 S. Palm Ave.  
Rialto, CA 92476

CONSULTANT REPRESENTATIVE

Michael Dean, P. E.  
EMCON Associates  
140 Camino Ruiz  
Camarillo, CA 93012

5  
6 9. The Consultant shall employ no Agency Official or  
7 employee in the work performed pursuant to this agreement. No  
8 officer or employee in the Agencies shall have any financial  
9 interest in this agreement in violation of California Government  
10 Code Sections 1090 and following; nor shall the Agencies violate  
11 any provision of their Conflict of Interest Code adopted pursuant  
12 to the provisions of California Government Code Section 87300 and  
13 following. No Resident Commissioner shall be admitted to share  
14 any part of this agreement or any benefit which may arise from the  
15 same.

16  
17 10. The Consultant agrees to defend, indemnify, save and  
18 hold Agencies, its officers, agents and employees harmless from  
19 any claim or suits that may be brought by third persons on account  
20 of personal injury, death, or damage to property, or property of  
21 business or personal injuries, arising from any negligent act or  
22 omission by the Consultant while performing service under this  
23 Agreement.

24  
25 11. Liability Insurance:

26 In order to accomplish the indemnification herein  
27 provided for but without limiting the indemnification, the Con-  
28

1 consultant shall secure and maintain throughout the term of the con-  
2 tract the following types of insurance with limits as shown:

- 3  
4 A. Worker's Compensation - A program of Worker's Compensation  
5 Insurance or a state-approved self insurance program in an  
6 amount and form to meet all applicable requirements of the  
7 Labor Code of the State of California, including Employer's  
8 Liability with \$250,000 limits, covering all persons  
9 providing services on behalf of the Consultant and all risks  
10 to such persons under this agreement.
- 11 B. Comprehensive General and Automobile Liability Insurance -  
12 This coverage to include contractual coverage and automobile  
13 liability coverage for owned, hired, and non-owned vehicles.  
14 The policy shall have combined single limits for bodily  
15 injury and property damage of not less than one million  
16 dollars (\$1,000,000).
- 17 C. Errors and Omissions Liability Insurance - With single  
18 limits of one million (\$1,000,000) for bodily injury and  
19 property damage.

20 The Consultant shall immediately furnish certificates of insurance  
21 and within sixty (60) days provide certified copies of endorse-  
22 ments to the City of Rialto evidencing the insurance coverage  
23 above required prior to the commencement of performance of serv-  
24 ices hereunder. Such insurance shall not be terminated or expire  
25 without thirty (30) days written notice to the City of Rialto and  
26 Consultant shall maintain such insurance from the time Consultant  
27 commences performance of service hereunder until the completion of  
28 such services.

29 All policies, with respect to the insurance coverage above re-  
30 quired, except for the Worker's Compensation insurance coverage  
31 and errors and omissions liability insurance shall obtain addi-  
32 tional endorsements naming the Agencies, their employees, agents,  
33 volunteers, and officers as additional named insured with respect  
34 to liabilities arising out of the performance of services hereun-  
35 der.

1 The Consultant shall require the carriers of the above required  
2 coverage (except errors and omissions and automobile policies) to  
3 wave all rights of subrogation against the Agencies, their offi-  
4 cers, volunteers, employees, contractors and subcontractors.  
5

6 All policies required above are to be primary and noncontributing  
7 with any insurance of self-insurance programs carried or adminis-  
8 tered by the Agencies.  
9

10 12. The Consultant shall use reasonable care and dili-  
11 gence to comply with applicable federal, state, and local laws in  
12 the performance of work under this agreement.  
13

14 13. The Consultant will comply with the provisions of the  
15 Worker's Compensation and Insurance Law of the State of Califor-  
16 nia.  
17

18 14. During the performance of this agreement, the Con-  
19 sultant will not discriminate against any employee or applicant  
20 for employment because of race, religion, creed, color, national  
21 origin, sex or age. Such action shall include, but not be limited  
22 to the following: employment, upgrading, demotion, or transfer;  
23 recruitment or recruitment advertising; layoff or termination;  
24 rates of pay or other forms of compensation; and selecting for  
25 training, including apprenticeship. The Consultant will ensure  
26 that all qualified applicants will receive consideration for  
27 employment without regard to race, color, religion, sex or nation-  
28

1 al origin.

2  
3 15. All notices to be given pursuant to this Agreement  
4 shall be deposited with the United States Postal Services postage  
5 prepaid and addressed as follows:

6  
7 Agency:

8 City Administrator  
9 City of Rialto  
10 150 S. Palm Avenue  
11 Rialto, CA 92476

Consultant:

EMCON Associates  
140 Camino Ruiz  
Camarillo, CA 93012

12 Nothing in this paragraph shall be construed to prevent the giving  
13 of notice by personal service.

14 16. All plans, specifications, reports and other documents  
15 prepared by the Consultant pursuant to this agreement shall become  
16 the property of the Agencies. The Agencies are entitled to full  
17 use of such plans, specifications, reports and other documents for  
18 this Project. The Agencies may also retain the original of the  
19 documents upon request. The Agencies acknowledge and agree that  
20 all plans, specifications, reports and other documents prepared by  
21 the Consultant pursuant to this agreement shall be used exclusive-  
22 ly on this Project and shall not be used for any other work with-  
23 out the written consent of the Consultant. In the event the  
24 Agencies and the Consultant permit the reuse or other use of the  
25 plans, specifications, reports or other documents, the Agencies  
26 shall require the party using them to eliminate any and all refer-  
27 ences to the Consultant from the plans, specifications, reports  
28 and other documents. The Consultant may not apply for copyrights



1 or patents on all or any part of the work performed under this  
2 agreement. Reuse shall be at the sole risk of the party reusing  
3 such plans, specifications, reports, and other documents and the  
4 Agencies hold Consultant harmless from liability arising out of  
5 such reuse by others.  
6

7  
8 17. This document contains the entire agreement between  
9 the parties. This agreement may be modified or amended only by a  
10 subsequent written agreement signed by both parties.  
11

12 18. The laws of the State of California shall govern the  
13 rights, obligations, duties and liabilities of the parties to this  
14 agreement and shall also govern the interpretation of the agree-  
15 ment.

16 IN WITNESS WHEREOF, the parties have caused their authorized  
17 representative to execute this agreement on this \_\_\_\_\_ day of  
18 \_\_\_\_\_, 1990.

19 CITY OF RIALTO

20  
21 By: \_\_\_\_\_.

22 CONSULTANT  
23

24  
25 By: \_\_\_\_\_.  
26  
27  
28

ATTACHMENT 1

SCOPE OF WORK

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The work to be performed under this contract will consist of two major tasks. First EMCON will complete the necessary components of the SRRE consistent with AB 939, AB 1820, and the planning guidelines published in California Code of Regulations (CCR) Title 14. Upon completion and approval of the plan, EMCON will participate in the second task by providing assistance to the Cities during program implementation. Reference to Cities in the following description of tasks and subsequent attachments include the cities of Colton, Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, San Bernardino, and Yucaipa as well as that region of unincorporated county area included within the east valley region. The tasks and subtasks, described below, outline the work to be undertaken to complete the project.

**TASK 1 - Prepare Source Reduction and Recycling Elements**

The following ten subtasks describe the work to be done to complete the SRRE.

**TASK 1-1 - Conduct Solid Waste Generation Study**

EMCON will characterize the solid waste stream, (prepare a solid waste generation study) consistent with AB 939 (as amended by AB 1820). The focus of this task will be to deter-

1 mine the composition, quantity, and source of solid waste  
2 disposed of by the Cities. A solid waste diversion charac-  
3 terization is also needed to complete the waste characteriza-  
4 tion. The approach is described below:

5  
6 Gather and Evaluate Available Data. The purpose of this task  
7 is to gather relevant background data necessary to develop  
8 appropriate sampling programs for each municipality in the  
9 project area, as well as the unincorporated portions of the  
10 county within the study area. EMCON will review information  
11 provided by the Cities relevant to the area's solid waste  
12 collection and disposal system, and demographic data for each  
13 of the jurisdictions. The information required from the  
14 Cities may include, but are not necessarily limited to, the  
15 following:

- 16 \* One year disposal site vehicle records
- 17 \* Hauler service areas, types and number of
- 18 pick-up points, average quantities of waste,
- 19 and route information
- 20 \* Census and demographic data for each of the
- 21 jurisdictions including number and type of
- 22 residences, commercial, industrial, or other
- 23 facilities served.
- 24 \* San Bernardino County General Plan
- 25 \* Population data, California Department of
- 26 Finance
- 27 \* Employment data, California Department of
- 28 Employment Development
- \* California Department of Commerce data
- \* Local cities published reports

1                   Develop Waste Disposal Sampling Methodology

2                   In order to obtain results that reflect the solid waste dis-  
3                   posed in each jurisdiction, a standardized sampling program  
4                   will be developed. The program is intended to adequately  
5                   sample the loads and represent the quantities, categories and  
6                   origins of wastes typically disposed.

7                   The information provided by the Cities during the first step  
8                   will be used to develop this sampling program. Subtasks to be  
9                   conducted include the following:

- 10
- 11
- 12                   \* Identify the population of solid waste  
13                   generators (e.g., residential, commercial,  
                    industrial, other)
- 14                   \* Determine if stratification of the population  
15                   is required
- 16                   \* Identify sample number and sample size
- 17                   \* Determine sample locations and schedule
- 18                   \* Preselect, to the extent possible,  
19                   residential, commercial and industrial waste  
                    delivery vehicles for sampling
- 20                   \* Define field procedures
- 21                   \* Coordinate sampling with the County, Cities,  
                    haulers, and disposal site operator
- 22

23                   EMCON proposes to conduct the solid waste disposal characteri-  
24                   zation over a six-month period. The data gathered will be  
25                   used to project the quantities of wastes that will be disposed  
26                   of over the remaining six months of the year.

27

28                   EMCON proposes to sample during two seasons: summer and

1 winter. These seasons reflect fluctuations in yard waste  
2 disposal and student populations at local colleges and univer-  
3 sities (if the latter is shown to be significant). These  
4 sampling periods will also allow sampling to begin immediate-  
5 ly, an important factor in meeting project deadlines. EMCON  
6 anticipates sampling for one full week during each of these  
7 two sessions to account for waste quantity variations during  
8 the course of a week. The waste disposal characteristics of  
9 the remaining six months of the year will be projected.

10  
11 Demographic data from each jurisdiction will be reviewed to  
12 determine if there are any jurisdictions that can share solid  
13 waste composition data.  
14

#### 15 Develop Waste Diversion Sampling Methodology

16 EMCON will review information in existing reports provided by  
17 the Cities regarding waste diversion. The available infor-  
18 mation shall be segregated by jurisdiction, if possible. A  
19 survey form will be developed for mailing by the Cities to  
20 request information from companies engaged in waste-diversion  
21 activities (e.g., recyclers, salvage yard operators). Sources  
22 of recycled wastes will be requested from each contact so  
23 multiple counting by several jurisdictions can be avoided. We  
24 anticipate the need to coordinate follow-up contacts through  
25 the appropriate jurisdiction in order to gain additional  
26 information. The information obtained from this survey will  
27 be reviewed, by jurisdiction, for its usefulness.  
28

1  
2 Conduct Disposal Sampling Program

3 EMCON will collect the required samples into the eight waste  
4 categories and the appropriate number of waste types for each  
5 jurisdiction. The weight and volume of sampled material will  
6 be identified, as well as the source of the sample.  
7

8 EMCON will use a mobile conveyor belt unit with eight sorting  
9 stations for the sorting process. Waste will remain segregat-  
10 ed by jurisdiction before and during the waste sorting activi-  
11 ties.  
12

13 Conduct Diversion Study

14 Based on the results of the waste diversion survey, data may  
15 need to be developed to supplement the information that was  
16 obtained. For example, if there is an insufficient response  
17 from the survey for a particular diversion category, then  
18 sampling from the nonrespondents may be needed. In this task,  
19 field surveys may be conducted at random by selected location  
20 to get additional data to estimate the quantity and type of  
21 each diverted waste.  
22

23 Tabulate and Analyze Data

24 The sampling data will be entered into a computer database for  
25 analysis. The sample mean and variability will be determined  
26 for each waste category and type, by jurisdiction. A 90  
27 percent confidence limit will be set around the mean for each  
28 waste category and waste type identified.

1  
2  
3 It may be necessary to adjust the data analysis to include  
4 waste categories and waste types that are known to be in the  
5 waste stream, but were overlooked in the random sampling procedure.  
6 Any potential adjustments will be discussed with the  
7 appropriate jurisdiction before they are completed. The  
8 statistical analysis of the data will be delivered to the  
9 agencies on both traditional and computer media.

10  
11 Task 1-2 - Develop Source Reduction Component.

12 EMCON will develop a source reduction component and implementation  
13 schedule for the Cities. First EMCON will review the  
14 existing data provided by the Cities on source reduction being  
15 performed by both the public sectors. This information, along  
16 with the data from the waste characterization study, will be  
17 used to identify and evaluate alternatives for source reduction  
18 programs. The alternatives will include the following:

- 19  
20 \* Rate structure modifications (options will be  
21 identified but a detailed rate structure  
22 analysis will not be performed)  
23 \* Creation of economic incentives  
24 \* Technical assistance to instructional and  
25 promotional alternatives  
26 \* Development of new regulatory programs  
27 \* Local government reduction programs

28 The evaluation of source reduction alternatives will include  
effectiveness, flexibility, implementability, need for addi-

1 tional facilities, consistency with other plans and programs,  
2 and estimated cost of implementation. Criteria for evaluating  
3 target materials will include durability, reusability, recy-  
4 clability, and the waste stream composition.

5  
6 Task 1-3 - Develop Recycling Component

7 EMCON will develop recycling components and implementation  
8 schedule for SRRE's which will include

- 9
- 10 \* Statement of program goals and market  
11 development objectives including  
12 identification of target materials
  - 13 \* Description of the existing recycling  
14 program(s), including present quantities  
15 diverted
  - 16 \* Evaluation of alternatives including source  
17 separation, drop-off recycling, buy-back  
18 recycling, manual and mechanical separation  
19 methods, salvage at area landfills, and  
20 zoning requirements and rate structures to  
21 encourage recycling
  - 22 \* Description of the selected program for each  
23 City, including end users or markets, and  
24 quantities to be diverted by the program
  - 25 \* Implementation plan for the selected program
  - 26 \* Monitoring and evaluation of the program's  
27 effectiveness

28 EMCON will summarize information on waste quantities collected  
and diverted by the Cities through the identified collection  
and drop-off programs. EMCON will also randomly interview a  
limited number of local recyclers who currently operate within  
the area to compile the following information:

- \* Existing and planned operations



1                   \* Current quantities diverted by type

2                   \* Current markets for diverted materials

3       To evaluate the program alternatives mandated by AB 939, EMCON  
4       will use demographic and economic information specific to each  
5       of the Cities. Alternatives to be reviewed and evaluated  
6       include local or regional materials recovery facilities,  
7       source separation, drop-off and buy-back recycling centers,  
8       and salvage operations at the local landfills.

9  
10      EMCON will develop ranges of costs for each of the program  
11      alternatives. We will use information from the existing  
12      diversion programs supplemented by additional financial,  
13      population, and employment data provided by each of the Cities  
14      to develop conceptual level costs for each of the diversion  
15      alternatives. This information will be used in task 1-7.

16  
17   **Task 1-4 - Develop Composting Component**

18      EMCON will develop composting components for each of the  
19      Cities. Working with the Cities, EMCON will review available  
20      systems for composting and consider the following, where  
21      appropriate, when evaluating those systems:

22                   \* Space constraints

23                   \* Target materials

24                   \* Peak seasonal and total compostable material  
25                   quantities

26                   \* Site impact considerations

27                   \* Product quality and marketability

28                   \* Existing and potential end markets or end

1 users

2  
3 EMCON will identify compostable target materials and evaluate  
4 the existing and potential markets and the marketability for  
5 various compost products.

6  
7 EMCON will list existing local compost market development  
8 activities including (1) government procurement programs that  
9 are identified by the Cities, (2) economic development  
10 activities, and (3) consumer incentives.

11  
12 **Task 1-5 - Develop Solid Waste Facility Capacity Component**

13 In this task EMCON will identify the additional disposal  
14 capacity needed to accommodate anticipated solid waste genera-  
15 tion for a 15-year period following local adoption of the  
16 SRRE. The needs projection will be based on the projected  
17 amount of solid waste generation, diversion, transformation,  
18 and exportation/importation.

19  
20 **Task 1-6 - Prepare Public Education/Information Component**

21 EMCON will develop public education/information components  
22 that addresses the following:

- 23  
24 \* Statement of objectives  
25 \* Description of the existing education and  
26 information programs  
27 \* The identity of solid waste generators that  
28 will be targeted in education and public  
information programs

- 1                   \* Discussion of program implementation  
2                   including methods to monitor achievement of  
3                   the objectives and establishment of a  
4                   monitoring and reporting schedule

5  
6  
7   **Task 1-7 - Prepare Revenue Funding Component**

8           Once the components of the preferred programs have been de-  
9           fined, EMCON will estimate total program costs for each of the  
10          jurisdictions.

11  
12          Each of the jurisdictions will identify their alternative  
13          sources of funds, including the funds for program planning,  
14          development and implementation. EMCON will incorporate this  
15          information into the funding component.

16  
17   **Task 1-8 - Develop Special Waste Program Component**

18          The special waste component will describe existing waste  
19          handling and disposal practices for special wastes including,  
20          but not limited to, tires, bulky goods, asbestos, and sewage  
21          sludge that is not hazardous waste. This component of the  
22          SRRE will identify current and proposed programs to provide  
23          for the proper handling, reuse and long-term disposal of  
24          special wastes.

25  
26          EMCON will use the existing San Bernardino County Solid Waste  
27          Management Plan in order to describe the existing waste han-  
28          dling and disposal practices for special wastes. We will work

1        closely with the Cities to identify current and proposed  
2        alternatives.

3  
4        Task 1-9 - Develop Household Hazardous Wastes Component

5        EMCON will develop a household hazardous wastes (HHW) compo-  
6        nent that includes

- 7                    \* Description of current methods for HHW source  
8                    reduction, recycling, collection, treatment  
                    and disposal
- 9                    \* Types and quantities of HHW reduced,  
10                    recycled, collected, treated, or disposed of  
                    through existing programs
- 11                   \* Evaluation of HHW program alternatives
- 12                   \* Description of the selected program
- 13                   \* Implementation plan and schedule for the  
14                    selected program

15        Task 1-10 - Develop Integration Component

16  
17        The integration component will explain how the various other  
18        components of the SRRE combine to achieve the 25 percent and  
19        50 percent goals mandated by AB 939. This component will  
20        include

- 21                   \* A description of the hierarchy of selected  
22                    integrated waste management practices to be  
23                    implemented by the various jurisdictions  
                    within the Cities.
- 24                   \* An explanation of how the selected program  
25                    maximizes the use of all the available  
                    mandates
- 26                   \* An explanation of how the individual  
27                    components total to achieve the diversion  
                    mandates
- 28                   \* An explanation of how priorities between  
                    components were determined

1  
2 \* A schedule for program implementation

3  
4 **Attend Meetings**

5 Emcon is prepared to attend five meetings with the agencies  
6 related to the review of the SRRE. For cost estimating pur-  
7 poses, we have assumed a maximum of 40 hours for EMCON to  
8 attend all five meetings.

9  
10 **Prepare and Submit Reports**

11 EMCON will submit 20 copies of the preliminary draft SRRE to  
12 the contract administrator for review and comment. The pre-  
13 liminary draft SRRE will be modified, if necessary, to address  
14 comments.

15  
16 Twenty copies of the final report will be prepared and for-  
17 warded to the contract administrator for distribution.

18  
19 **TASK 2 - General Consulting**

20 Additional meetings may arise over the course of this project  
21 which have not been identified at this time. EMCON will  
22 attend additional meetings and provide technical input on  
23 issues which may arise in the future. These additional serv-  
24 ices will be provided, as needed, at the request of the con-  
25 tract administrator

26  
27 **TASK 3 - Prepare Environmental Documents**

28 An initial study will be prepared to evaluate the need for

1 environmental documents. It is anticipated that the results  
2 of the initial study will indicate that no significant impacts  
3 would result from the programs recommended in the SRRE. Based  
4 on this assumption, a mitigated negative declaration will be  
5 prepared to address the need for CEQA compliance.

6  
7 TASK 4 - Program Implementation

8 EMCON will provide assistance to the Cities during implementa-  
9 tion of the Integrated Waste Management Plan. Work on the  
10 following tasks is anticipated:

- 11
- 12 \* Update the SRRE to reflect changing regulations
  - 13 \* Assist with selection and procurement of equipment
  - 14 \* Meet (as necessary) with City staff
  - 15 \* Assist with education and public information
  - 16 \* Develop training tools and timeline for each City  
17 to become independent in their ability to  
18 implement a program

19 The individual level of assistance provided to each entity may  
20 vary and cannot be specifically defined until the draft SRRE  
21 is complete. Therefore, work to be completed under this task  
22 will need to be refined at the conclusion of task 1-10.

23  
24  
25  
26  
27  
28

ATTACHMENT 2

COST ESTIMATE

The cost estimate for this project is summarized below. Our estimated cost for the preparation of the SRRE (Task 1) is \$177,000. Funds under Task 2 will not be expended without prior written authorization from the contract administrator. The costs associated with preparing the environmental documents (Task 3) includes \$5,000 for the preparation of initial studies and \$1,000 for the preparation of a mitigated negative declaration. Scope and costs for work under Task 4 will be negotiated with an addendum to this agreement.

TASK:	ESTIMATED COST:
1 Waste Generation Study	\$117,000
SRRE Preparation	\$ 60,000
2 Additional Services	\$ 37,000
3 Environmental Document	\$ 6,000
TOTAL:	\$220,000

Note: An estimated dollar figure needs to be inserted for Task 2, which will not be expended without prior written authorization by the contract administrator. This will allow a smooth transition from Task 1 to Task 2 with no time delay in obtaining approval from the 10 various entities.

ATTACHMENT 3

SCHEDULE

EMCON will begin work within 1 week of the written authorization to proceed. In accordance with the AB 939 requirements, the SRRE will be completed before July 1, 1991. We propose to complete the preliminary draft SRRE by March 1, 1991. The duration of the second phase of the project, Program Implementation, is contingent upon the needs of the Cities. The EIR process can also begin at the discretion of the Cities.