

ATTACHMENT 1

FOR OFFICIAL USE ONLY



SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT F A S CONTRACT

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
ePro Vendor Number					ePro Contract Number		
Dept.					Orgn.		Contractor's License No.
SAN BERNARDINO COUNTY FPD					107		160
Contract Representative					Telephone		Total Contract Amount
Monica Ronchetti					(909) 382-5401		Not to Exceed \$834,949.63
Contract Type							
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
			July 1, 2017	June 30, 2022	\$	\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
FHH	107	160		8842		\$	
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			FY	Amount	I/D	FY	Amount
			17/18	\$157,266.58		20/21	\$171,849.44
Waste Agreement with			18/19	\$161,984.58		21/22	\$177,004.92
Collection Facility			19/20	\$166,844.11			

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

Name

City of Hesperia

hereinafter called CITY

Address

9700 Seventh Avenue

Hesperia, CA 92345

Telephone

(760) 947-1589

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 "SBCFPD" and the City of Hesperia 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,

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

treatment and disposal of hazardous wastes which are generated by households in the city or county and which 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 SBCFPD is consistent with the adopted HHWE; and,

WHEREAS, the SBCFPD's Division of Hazardous Materials, is a division of SBCFPD 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 operate a Household Hazardous Waste Collection Facility (hereinafter referred to as "Facility") for the SBCFPD at the following location: 17443 Lemon Street, Hesperia CA,, in accordance with the most recent edition of "The Satellite Facilities Operations Manual", as referred to and amended from time to time in accordance with Section 8 hereof (hereinafter referred to as "Operations Manual"). Employees of the CITY who have current training by the SBCFPD will accept only "Household Hazardous Waste", as defined in Title 22, section 66260.10 of the California Code of Regulations and in California Health and Safety Code section 25218.1(e). The Facility will be open to County residents for collection of Household Hazardous Waste at least ten (10) hours per month, except during inclement weather. The designated employees of the CITY will categorize, pack and label the wastes in accordance with the Operations Manual. The wastes will be stored in their original packaging (except used motor oil and used antifreeze) and placed in the SBCFPD-provided containers inside the waste storage area (located within the fenced area of the Facility). The CITY approves the Facility's storage area(s) of ignitable and/or reactive waste designated by the SBCFPD. The CITY approves the Facility's traffic control which is directed by authorized staff.
2. The CITY shall be responsible for maintenance of the Facility, the safety of persons and materials on the property of the Facility, and keeping the Facility secure. It shall not be necessary for the CITY to require a person to be present at all times on the site of the Facility where the waste will be stored.
3. The CITY shall notify and obtain approval from the SBCFPD prior to making any changes in the maintenance and/or operations of the Facility. The CITY shall notify the SBCFPD of any changes in the management of the Facility.
4. 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.
5. 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 SBCFPD

6. The SBCFPD will continue to operate a comprehensive Household Hazardous Waste Program (Program) for the safe collection, recycling, treatment and disposal of household hazardous waste including universal waste, home-generated sharps and pharmaceutical waste excluding controlled substances. The SBCFPD program shall be based on a Central Processing Facility and a regional network of collection centers sited so as to provide safe, convenient service to the public in a cost-effective manner.
7. The SBCFPD 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 SBCFPD 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 SBCFPD shall continue to provide an initial 32-hour training course for new Household Hazardous Waste personnel of the CITY and a subsequent annual 8-hour "refresher" training course for CITY Household Hazardous Waste 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 SBCFPD will provide two County employees to operate the Facility every Tuesday, Thursday and Saturday at the agreed upon publicized operations time, unless the Tuesday, Thursday or Saturday falls on a holiday observed by the County.
9. All personnel provided by the SBCFPD are employees of the County, and, as such, will be supervised and trained by the County and covered by the County's Workers' Compensation program. In particular, all County employees will be trained to meet or exceed Cal OSHA requirements.
10. The SBCFPD shall provide a secure storage shed. The SBCFPD 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 SBCFPD shall belong to the SBCFPD, unless otherwise agreed upon in writing. The SBCFPD will provide an Emergency Coordinator to offer support and assistance to the CITY during Facility operating hours excluding County observed holidays.
11. The SBCFPD 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.
12. SBCFPD shall provide an annual report to the CITY, which shall include the amounts and types of waste collected, and participation by jurisdiction.
13. SBCFPD 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 Annual Form 303 Report.

CONSIDERATION

14. In consideration for the services provided, CITY shall pay the SBCFPD the following amount not to exceed \$834,949.63:

Fiscal year	Annual amount	Amount per quarter
2017/2018	\$157,266.58	\$39,316.65
2018/2019	\$161,984.58	\$40,496.14
2019/2020	\$166,844.11	\$41,711.03
2020/2021	\$171,849.44	\$42,962.36
2021/2022	\$177,004.92	\$44,251.23

Payment due on: July 15, October 15, January 15, and April 15.

TERM AND TERMINATION

15. This Agreement shall be effective July 1, 2017 and shall remain in effect through June 30, 2022, but may be renewed for specified periods, unless, otherwise terminated or amended.
16. 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

17. CITY and SBCFPD 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.
18. SBCFPD 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 SBCFPD'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 SBCFPD) and hold harmless SBCFPD, its officers, employees, agents and volunteers, from 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 CITY's indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event SBCFPD 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, SBCFPD 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, SBCFPD and CITY hereby waive any and all rights of subrogation recovery against each other.

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

GENERAL TERMS AND CONDITIONS

19. Representation of the SBCFPD. 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 SBCFPD.
20. Change of Address. CITY shall notify the SBCFPD in writing of any change in mailing address within ten (10) business days of the change.
21. Agreement Assignability. Without the prior written consent of the SBCFPD, the agreement is not assignable by CITY, either in whole or in part.
22. Agreement Amendments. CITY agrees 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 SBCFPD.
23. Correction of Performance Deficiencies. Failure by CITY 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, SBCFPD 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 CITY thereafter a time period within which to cure the breach, which period shall be established at sole discretion of SBCFPD; and/or,
- B. Terminate this Contract.

24. 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.
25. 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.

26. 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 SBCFPD within one (1) working day, in writing and by telephone.
27. Former County and SBCFPD Officials. CITY agrees to provide or has already provided information on former San Bernardino County and SBCFPD administrative officials (as defined below) who are employed by or represent CITY. The information provided includes a list of former County and SBCFPD administrative officials who terminated COUNTY or SBCFPD 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 SBCFPD department or group head, assistant department or group head, or an employee in the Exempt Group, Management Unit, or Safety Management Unit.
28. Inaccuracies or Misrepresentations. If in the course of or the administration of this Agreement SBCFPD determines that CITY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the SBCFPD, this Agreement may be immediately terminated. If the Agreement is terminated according to this provision, the SBCFPD is entitled to pursue any available legal remedies.
29. 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.
30. 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.
31. Notices and Reports. Any notices shall be addressed to the respective parties as set forth below:
- SBCFPD: **Monica Ronchetti**
Supervising Hazardous Materials Specialist
Household Hazardous Waste Program
2824 East "W" Street
San Bernardino, CA 92415-0799
- CITY: **Julie Ryan**
City of Hesperia
9700 Seventh Avenue
Hesperia, CA 92345
32. 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

► _____
Robert A. Lovingood, Chairman, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

By _____
Deputy

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

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

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to Board for Signature
► _____ Counsel	► _____	► _____
Date _____	Date _____	Date _____