



AGENDA

Garden Grove Sanitary District
Board of Directors

Tuesday, August 27, 2019

6:30 PM

Community Meeting Center 11300
Stanford Avenue Garden Grove
California 92840

John R. O'Neill
President
George S. Brietigam
Vice President
Patrick Phat Bui
Member
Steven R. Jones
Member
Stephanie Klopfenstein
Member
Kim B. Nguyen
Member
Thu-Ha Nguyen
Member

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the Sanitary District should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The Sanitary District may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Sanitary District Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the Sanitary District meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the Sanitary District are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications", and should be limited to matters under consideration and/or what the Sanitary District has jurisdiction over. Persons wishing to address the Sanitary District regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the Sanitary District: After being called by the President, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Sanitary District. All remarks and questions should be addressed to the Sanitary District as a whole and not to individual Sanitary District Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Sanitary District shall be called to order by the President. If such conduct continues, the President may order the person barred from addressing the Sanitary District any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of

persons wishes to address the Sanitary District on the same subject matter, the President may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Sanitary District's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

6:30 PM

ROLL CALL: MEMBER BUI, MEMBER JONES, MEMBER KLOPFENSTEIN, MEMBER K. NGUYEN, MEMBER T. NGUYEN, VICE PRESIDENT BRIETIGAM, PRESIDENT O'NEILL

1. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)
2. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Sanitary District Member.)

- 2.a. Approval of a professional services agreement with HF&H Consultants, LLC, for legislative compliance assistance. (Cost: \$50,000) (*Action Item*)
- 2.b. Approval of a professional services agreement with HF&H Consultants, LLC, to provide technical assistance with the Mandatory Commercial Recycling Program. (Cost: \$50,000) (*Action Item*)
- 2.c. Receive and file minutes from the meetings held on July 9, 2019 and June 25, 2019. (*Action Item*)
3. MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL MANAGER
4. ADJOURNMENT

The next Regular Sanitary District Meeting will be held on Tuesday, September 24, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a professional services agreement with HF&H Consultants, LLC, for legislative compliance assistance. (Cost: \$50,000) <i>(Action Item)</i>	Date:	8/27/2019

OBJECTIVE

To receive Sanitary District approval of a professional services agreement with HF&H Consultants, LLC (HF&H), for legislative compliance assistance services.

BACKGROUND

The California Department of Resources and Recovery (CalRecycle) requires all local jurisdictions to implement a variety of mandatory recycling programs (AB 939, AB 341, AB1826) that aligns with the overall statewide goal to divert 75 percent of waste from landfills by 2020. The new legislation has made the solid waste industry more complex, thus requiring more aggressive programs to achieve greater progress in material recovery. In January 2017, CalRecycle mailed a letter of concern outlining improvements needed for the Mandatory Commercial Recycling and Organics program's (AB 341/1826) education, outreach, monitoring and reporting requirements. As a result, a four year review cycle is now a two year review cycle to closely monitor improvements.

DISCUSSION

In August 2018, HF&H was contracted to assist with legislative compliance of the Mandatory Commercial Recycling and Organics Programs (AB 341/AB 1826). This included the development of hauler report formats, quarterly progress reports, monthly field meetings with the hauler, participation in CalRecycle's bi-annual site visits and conference calls. These efforts helped contribute to the good faith effort received for dramatic improvements made with the AB 341/AB 1826 programs. Since then, the City adopted a construction and demolition waste recycling program that requires construction and material diversion requirements to divert 65 percent of project materials from the landfill. The management and coordination of these enhanced mandated recycling programs have led to the need for increased

monitoring of solid waste tonnages, hauler oversight and strategic planning. HF&H's consultant services have ensured compliance status with CalRecycle, and has gained knowledge of the contract and has established a working relationship with Republic Services. HF&H consultants also have extensive background in solid waste services and has worked with other cities on compliance issues. Therefore, staff recommends acquiring their continued legislative compliance with the mandated recycling programs (AB 939, AB 341, and AB1826), including the new construction and demolition recycling program.

FINANCIAL IMPACT

The cost for the legislative compliance assistance services of the mandated recycling programs agreement with HF&H is not to exceed \$50,000, funded through Refuse enterprise funds within the current FY 2019-20 City budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Award the professional services agreement to HF&H Consultants, LLC. for a fixed price amount of \$50,000 until services are rendered; and
- Authorize the General Manager to execute the agreement on behalf of the District and make minor modifications as appropriate thereto.

By: A.J. Holmon III, Streets/Environmental Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	8/5/2019	Agreement	hfh_legislative_agreement.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by the **GARDEN GROVE SANITARY DISTRICT**, a California special district, ("CITY") and **HF&H CONSULTANTS, LLC**, a California limited liability company, herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. DISTRICT desires to utilize the services of CONSULTANT to provide legislative compliance assistance to AB 341, AB 1826 and CalGreen (Attachment "A").
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount. This agreement may be terminated by the DISTRICT without cause. In such event, the DISTRICT will compensate CONSULTANT for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Consultant is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Forty Nine Thousand Nine Hundred Ninety Nine Six Dollars (\$49,999.00), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by DISTRICT will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to DISTRICT.
- 3.4 **Termination.** DISTRICT and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the DISTRICT.
- 4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 **INSURANCE AMOUNTS.** CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the District. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the DISTRICT.** No official or employee of DISTRICT shall be personally liable to CONSULTANT in the event

of any default or breach by DISTRICT, or for any amount which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the DISTRICT, and shall obtain no rights to any benefits which accrue to DISTRICT'S employees.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The District makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONSULTANT)
HF&H CONSULTANTS, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612
Attention: Laith Ezzet, Senior Vice President
 - b. (Address of DISTRICT) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) It has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from DISTRICT.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONSULTANT. DISTRICT will deal directly with and will make all payments to CONSULTANT.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless DISTRICT, is due to the sole negligence, recklessness and/or wrongful conduct of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove Sanitary Board for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the DISTRICT.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

	<p>GARDEN GROVE SANITARY DISTRICT</p> <p>By: _____ Scott C. Stiles General Manager</p>
<p>ATTEST:</p> <p>By: _____ Teresa Pomeroy Secretary</p>	
	<p>HF&H CONSULTANTS, LLC</p> <p>By: <u><i>[Signature]</i></u> <u>LAURENCE ST. V.P.</u></p> <p>By: _____ _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: <u><i>[Signature]</i></u> Omar Sandoval General Counsel</p>	<p>If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to DISTRICT.</p>

ATTACHMENT "A"

HF&H CONSULTANTS, LLC

**Scope of Work and Fee Estimate to Assist the City of Garden Grove
and Garden Grove Sanitary District with Legislative Compliance
Assistance**

May 3, 2019

Background

In October 2017, the City of Garden Grove and Garden Grove Sanitary District (City and District) retained HF&H Consultants, LLC (HF&H) to assist the City and District gain compliance with Assembly Bill 341, in response to a correspondence received by the City and District from CalRecycle on April 18, 2017, stating that CalRecycle staff would be closely monitoring the City's and District's progress toward compliance with AB 341 in 2017.

Our work for the City and District has included:

- Meetings with City and District staff to review the contractual requirements of the hauler to provide recycling services to commercial businesses and multi-family properties;
- Drafting correspondence for the City Manager/General Manager and City Attorney relating to the understanding of certain sections of the solid waste agreement;
- Developing and monitoring the City's and District's AB 341 and AB 1826 implementation plans for CalRecycle;
- Participating in conference calls and a site visit with CalRecycle;
- Researching potential disposal reporting issues at a local material recovery facility; visiting the facility and meeting with facility representatives, City/District staff, and CalRecycle staff; and preparing and following up on open issues;
- Participating in meetings with City/District staff and the franchised hauler; and,
- Assisting with the development of a CalGreen compliance construction and demolition debris diversion program.

Study Objective

The project objective is to continue our services in assisting the City and District in moving toward compliance with AB 341, AB 1826, and CalGreen.

Study Tasks

The study tasks may include the following activities:

1. Assisting in the development of hauler report formats for tracking of AB 341 and AB 1826 compliance. These reports will include site visit forms which contain the data required by CalRecycle, and quarterly reporting forms to track the progress toward compliance with AB 341 and AB 1826.

2. Review of public education and outreach pertaining to AB 341 and AB 1826 prepared by the City/District and hauler.
3. Attending meetings with City/District staff and Republic Services to review the hauler reports and the implementation of the Mandatory Commercial Recycling Plan and Mandatory Commercial Organics Recycling Plan.
4. Preparing for and participating in conference calls and a site visit with CalRecycle representatives.
5. Assisting with other legislative compliance activities related to CalRecycle matters as they may arise.

Project Costs

We will perform the scope of work based on time and materials. The budget fiscal year 2019-20 is \$49,999. We will bill you once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates for professional and administrative personnel through December 31, 2019 are listed below.

<u>Position</u>	<u>Rate</u>
President/Senior Vice President	\$289
Vice President	\$255 - \$265
Senior Project Manager	\$225 - \$255
Senior Associate/Project Manager	\$195 - \$235
Associate Analyst	\$145 - \$180
Assistant Analyst	\$120 - \$140
Administrative Staff	\$99 - \$120

Expenses will be billed as follows:

Mileage	Prevailing IRS mileage rate
Outside document reproduction/couriers/postage	Actual
Facsimile	No charge
Telephone	No charge
Public conveyances and parking	Actual

Project Schedule

We will initiate the project upon receipt of a City/District purchase order or executed professional services agreement. This engagement will continue as requested by the City up to the limits of the budgetary parameters.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: General Manager Dept.: Public Works
Subject: Approval of a professional Date: 8/27/2019
 services agreement with
 HF&H Consultants, LLC, to
 provide technical assistance
 with the Mandatory
 Commercial Recycling
 Program. (Cost: \$50,000)
 (*Action Item*)

OBJECTIVE

To receive Sanitary District approval of a professional services agreement with HF&H Consultants, LLC. (HF&H), for Assembly Bill (AB) 341 technical assistance services.

BACKGROUND

In 2012, local jurisdictions were required to have a Mandatory Commercial Recycling Program as part of AB 341 (Chapter 476, Statutes of 2011). AB 341 requires businesses that generate four cubic yards or more of trash per week, and multi-family complexes of five units or more, that generate four cubic yards or more of trash per week, to have a recycling program. Each local jurisdiction is required to offer a recycling program, inform businesses and multi-family complexes about the recycling requirement, and to keep track of the level of recycling participation within the community. In addition, each jurisdiction is required to report to CalRecycle, the state agency that oversees recycling and solid waste, progress toward meeting the requirements of AB 341.

DISCUSSION

In January 2017, CalRecycle mailed a letter of concern outlining improvements needed for the AB 341 program's education, outreach, monitoring and reporting requirements. As a result, a four year review cycle is now a two year review cycle to closely monitor improvements. In October 2017, HF&H was contracted to assist with legislative compliance and has worked with staff and CalRecycle to develop an AB 341 implementation plan in order to assist with gaining compliance with AB 341. In December 2018, HF&H was contracted to provide technical assistance for the program which included developing surveys, contacting businesses and

tracking/monitoring compliant businesses. This results in good faith effort toward improvements with the AB 341 program. Since then, the consultant has gained knowledge of the contract with Republic Services and has established a working relationship. They have built an intricate monitoring database system to track all AB 341 related businesses within the city. Additionally, HF&H has an extensive background in solid waste services and has worked with other agencies on compliance issues. Therefore, staff recommends acquiring their continued technical assistance services for the AB 341 program.

FINANCIAL IMPACT

The cost for the technical assistance services of the AB 341 program agreement with HF&H is not to exceed \$50,000, funded through Refuse enterprise funds, within the current FY 2019-20 City budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Approve a professional services agreement with HF&H Consultants, LLC, in the fixed price amount of \$50,000 until services are rendered; and
- Authorize the General Manager to execute the agreement on behalf of the District and make minor modifications as appropriate thereto.

By: A.J. Holmon III, Streets/Environmental Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	8/5/2019	Cover Memo	hfh_ab341_agreement.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by the **GARDEN GROVE SANITARY DISTRICT**, a California special district, ("CITY") and **HF&H CONSULTANTS, LLC**, a California limited liability company, herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. DISTRICT desires to utilize the services of CONSULTANT to provide technical assistance to meet regulatory compliance with the commercial recycling mandates per AB 341 (2011) (Attachment "A").
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount. This agreement may be terminated by the DISTRICT without cause. In such event, the DISTRICT will compensate CONSULTANT for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Consultant is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Forty Nine Thousand Nine Hundred Ninety Nine Six Dollars (\$49,999.00), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by DISTRICT will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to DISTRICT.
- 3.4 Termination. DISTRICT and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the DISTRICT.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the District. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the DISTRICT.** No official or employee of DISTRICT shall be personally liable to CONSULTANT in the event

of any default or breach by DISTRICT, or for any amount which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the DISTRICT, and shall obtain no rights to any benefits which accrue to DISTRICT'S employees.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The District makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONSULTANT)
HF&H CONSULTANTS, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612
Attention: Laith Ezzet, Senior Vice President
 - b. (Address of DISTRICT) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from DISTRICT.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONSULTANT. DISTRICT will deal directly with and will make all payments to CONSULTANT.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless DISTRICT, is due to the sole negligence, recklessness and/or wrongful conduct of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

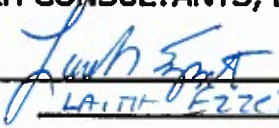

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove Sanitary Board for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the DISTRICT.

\\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

	GARDEN GROVE SANITARY DISTRICT By: _____ Scott C. Stiles General Manager
ATTEST: By: _____ Teresa Pomeroy Secretary	
	HF&H CONSULTANTS, LLC By: <u></u> LATH EZZE, Sr. V.P. By: _____ _____
APPROVED AS TO FORM: By: <u></u> Omar Sandoval General Counsel	If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to DISTRICT.

ATTACHMENT "A"

HF&H CONSULTANTS, LLC

Scope of Work and Fee Estimate to Assist the City of Garden Grove and Garden Grove Sanitary District with Regulatory Compliance Technical Assistance

June 25, 2019

Background

On April 18, 2017, the City of Garden Grove and Garden Grove Sanitary District (City and District) received a letter from CalRecycle stating that CalRecycle staff would be closely monitoring the City's and District's progress toward compliance with AB 341, and on December 29, 2017 the City and District received another letter from CalRecycle stating that the City and District was found to be deficient in implementing AB 341 and AB 1826. HF&H Consultants (HF&H) subsequently developed AB 341 and AB 1826 implementation plans for the City and District for submittal and review with CalRecycle. The plans were approved by CalRecycle and HF&H is assisting the City and District in ensuring that tasks included in the plans are achieved. To perform the technical assistance required by AB 341, the City and District initially retained MuniEnvironmental Consultants. MuniEnvironmental developed a letter and survey for businesses and multi-family complexes which meet the thresholds of AB 341, performed follow up outreach in the form of telephone calls and site visits to a limited number of customers, and reported outreach and compliance efforts via an excel workbook.

The City and District has requested a proposal from HF&H in November 2018 to provide AB 341 technical assistance. Amendment No. 3 to the Republic Services (Republic) agreement requires that Republic perform customer outreach and technical assistance for AB 1826, and therefore, we have not included those activities in this scope. HF&H monitors Republic's compliance with AB 1826 outreach through our Legislative Compliance agreement with the City and District.

HF&H and the City/District entered into an agreement on December 4, 2018 for technical assistance consulting related to AB 341. As of the date of this letter HF&H has developed a monitoring database to track survey responses and quantify third party recycling, contacted the customers that responded to the first survey, developed/documentated results of a subsequent survey, and initiated follow-up phone calls with respondents to the second survey.

The tasks below outline our approach for AB 341 technical assistance.

1. Maintain the database for AB 341 outreach monitoring and confirm the reporting format with CalRecycle.
2. Review the letters and surveys developed by the City/District and HF&H during the first project months and make updates where necessary for additional mailings.
3. Develop a list of businesses/multi-family complexes which meet the threshold of AB 341 that did not respond to the first two letters and surveys, and provide this list to the City and District for mailing of the AB 341 letters and surveys.
4. Continue follow-up phone calls to survey respondents.

5. Contact businesses/multi-family complexes that have not responded to any of the letters and surveys by telephone, document results of contact, and refer requests for recycling services to Republic Services.
6. Provide limited technical onsite assistance to large generators, if necessary, within budgetary limitations.
7. Provide quarterly progress reports to the City and District.

Project Costs

We will perform the scope of work based on time and materials. The proposed budget through June 30, 2020, is \$49,999. We will bill you once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates for professional and administrative personnel through December 31, 2019 are listed below.

<u>Position</u>	<u>Rate</u>
President/Senior Vice President	\$289
Vice President	\$255 - \$265
Senior Project Manager	\$225 - \$255
Senior Associate/Project Manager	\$195 - \$235
Associate Analyst	\$145 - \$180
Assistant Analyst	\$120 - \$140
Administrative Staff	\$99 - \$120

Expenses will be billed as follows:

Mileage	Prevailing IRS mileage rate
Outside document reproduction/couriers/postage	Actual
Facsimile	No charge
Telephone	No charge
Public conveyances and parking	Actual
Subcontractors	Actual, plus 15%

Project Schedule

We will initiate the project upon receipt of a City/District purchase order or executed professional services agreement. This engagement will continue as requested by the City up to the limits of the budgetary parameters.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	General Manager	Dept.:	City Clerk
Subject:	Receive and file minutes from the meetings held on July 9, 2019 and June 25, 2019. <i>(Action Item)</i>	Date:	8/27/2019

Attached are the minutes from the Regular Sanitary District Meeting held on June 25, 2019, and the Special Sanitary District Meeting held on July 9, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
6-25-19 Minutes	8/19/2019	Minutes	sd-min_06_25_2019.pdf
7-9-19 Minutes	8/22/2019	Minutes	sd-min_07_09_2019.pdf

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Regular Meeting

Tuesday, June 25, 2019

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 7:04 p.m., President O'Neill convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Members T. Nguyen, Jones, Bui,
Klopfenstein, K. Nguyen, Vice President
Brietigam, President O'Neill

ABSENT: (0) None

ORAL COMMUNICATIONS

Speakers: Leland Sisk, Tom Raber, Nicholas Dibs, Kim Tran, Anh Do, Joyce Basch,
Maureen Blackmun.

Correspondence submitted by: Leland Sisk, Nicholas Dibs.

RECESS

At 7:41 p.m., President O'Neill declared a recess.

RECONVENE

At 8:16 p.m., President O'Neill reconvened the meeting with all Members present.

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MAY 28, 2019
(F: Vault)

It was moved by Member Jones, seconded by Member Klopfenstein that:

The minutes from the meeting held on May 28, 2019, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, T. Nguyen, Jones, Bui, Klopfenstein, K.
Nguyen, O'Neill
Noes: (0) None

PUBLIC HEARING – REPORT DETAILING FEES TO BE COLLECTED ON THE TAX ROLL FOR REFUSE COLLECTION AND DISPOSAL SERVICES IN IMPROVEMENT DISTRICT NO. 1; AND ADOPTION OF A RESOLUTION AUTHORIZING THE COLLECTION ON THE TAX ROLL OF REFUSE COLLECTION AND DISPOSAL FEES FOR IMPROVEMENT DISTRICT NO. 1 (F: S-60.1)

Following staff presentation, President O'Neill declared the Public Hearing open and asked if anyone wished to address the Sanitary District Board.

Speakers: None

There being no response from the audience, the Public Hearing was declared closed.

The Secretary announced that no protests were received; therefore, there is not a majority protest.

It was moved by Member Bui, seconded by Member Brietigam that:

Resolution No. 3783-19 entitled: A Resolution of the Board of Directors of the Garden Grove Sanitary District authorizing refuse collection and disposal charges for Improvement District No. 1 to be collected on the tax roll, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, T. Nguyen, Jones, Bui, Klopfenstein, K.
Nguyen, O'Neill
Noes: (0) None

PUBLIC HEARING – REPORT OF DELINQUENT ACCOUNTS FOR REFUSE COLLECTION AND DISPOSAL SERVICE BILLS; AND ADOPTION OF A RESOLUTION AUTHORIZING IMPOSITION OF LIENS ON PARCELS WITH DELINQUENT ACCOUNTS (F: S-60.1)

Following staff presentation, President O'Neill declared the Public Hearing open and asked if anyone wished to address the Sanitary District Board.

Speakers: None

There being no response from the audience, the Public Hearing was declared closed.

The Secretary announced that no protests were received; therefore, there is not a majority protest.

It was moved by Member T. Nguyen, seconded by Member Bui that:

Resolution No. 3784-19 entitled: A Resolution of the Board of Directors of the Garden Grove Sanitary District of Orange County, California, adopting a report and certifying a statement of delinquent and unpaid charges for refuse collection and disposal services to be collected on the property tax roll, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, T. Nguyen, Jones, Bui, Klopfenstein, K.
Nguyen, O'Neill
Noes: (0) None

PUBLIC HEARING – REPORT DETAILING FEES TO BE COLLECTED ON THE TAX ROLL FOR SEWER SERVICES OUTSIDE THE CITY LIMITS; AND ADOPTION OF A RESOLUTION AUTHORIZING THE COLLECTION ON THE TAX ROLL OF FEES FOR THE SEWER SERVICE PROVIDED BY THE GARDEN GROVE SANITARY DISTRICT OUTSIDE THE CITY LIMITS (F: S-60.1)

Following staff presentation, President O'Neill declared the Public Hearing open and asked if anyone wished to address the Sanitary District Board.

Speakers: None

There being no response from the audience, the Public Hearing was declared closed.

The Secretary announced that no protests were received; therefore, there is not a majority protest.

It was moved by Member Brietigam, seconded by Member Klopfenstein that:

Resolution No. 3785-19 entitled: A Resolution of the Garden Grove Sanitary District authorizing charges for sewer services in the areas of the District that extend beyond the Garden Grove City limits and do not receive water services from the City of Garden Grove to be collected on the tax roll, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, T. Nguyen, Jones, Bui, Klopfenstein, K.
Nguyen, O'Neill
Noes: (0) None

PUBLIC HEARING – ADOPTION OF RESOLUTIONS APPROVING THE BIENNIAL BUDGET FOR FISCAL YEAR 2019-20 AND FISCAL YEAR 2020-21; RE-APPROPRIATING PROJECT BALANCES AND ENCUMBRANCES FROM FISCAL YEAR 2018-19; AND SETTING THE FISCAL YEAR 2019-20 APPROPRIATIONS LIMIT (F: S-34.1)

Following staff presentation, President O'Neill declared the Public Hearing open and asked if anyone wished to address the Sanitary District Board.

Speakers: Nicholas Dibs

There being no further response from the audience, the Public Hearing was declared closed.

It was moved by Member K. Nguyen, seconded by Member Jones that:

Resolution No. 3786-19 entitled: A Resolution of the Board of Directors of the Garden Grove Sanitary District adopting budgets for Fiscal Year 2019-20 and Fiscal Year 2020-21, be adopted;

Resolution No. 3787-19 entitled: A Resolution of the Board of Directors of the Garden Grove Sanitary District reappropriating certain Fiscal Year 2018-19 project balances and encumbrances for the Fiscal Year 2019-20, be adopted; and

Resolution No. 3788-19 entitled: A Resolution of the Board of Directors of the Garden Grove Sanitary District establishing the amount of increase in appropriations in accordance with Article XIII B of the California Constitution as amended by Proposition 111, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, T. Nguyen, Jones, Bui, Klopfenstein, K.
Nguyen, O'Neill
Noes: (0) None

ADJOURNMENT

At 8:31 p.m., President O'Neill adjourned the meeting. The next meeting is scheduled for Tuesday, August 27, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
Secretary

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Special Meeting

Tuesday, July 9, 2019

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE SPECIAL MEETING

At 5:35 p.m., Vice President Brietigam convened Closed Session in the Founders Room.

ROLL CALL PRESENT: (6) Vice President Brietigam, Members Bui, Jones, Klopfenstein, K. Nguyen, T. Nguyen

ABSENT: (1) President O'Neill absent at Roll Call, but joined the meeting at 6:00 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CLOSED SESSION MATTERS

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Property: Assessor Parcel Numbers 23318101 and 23317121
Sanitary District Negotiator: Scott C. Stiles, General Manager
Negotiating Parties: Landmark, LLC; SCG America
Under Negotiation: To obtain direction regarding the price and terms of payment for the disposition of the property.

ADJOURN CLOSED SESSION

At 6:25 p.m., President O'Neill adjourned Closed Session.

RECONVENE SPECIAL MEETING

At 6:34 p.m., President O'Neill reconvened the Special Meeting and announced that no reportable action was taken during Closed Session.

ADJOURNMENT

At 6:35 p.m., President O'Neill adjourned the meeting. The next Regular Sanitary District Meeting is scheduled for Tuesday, August 27, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
Secretary