



AGENDA

Garden Grove Sanitary District
Board of Directors

Tuesday, May 24, 2016

6:30 PM

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

Christopher V. Phan

President

Kris Beard

Vice President

Phat Bui

Member

Steven R. Jones

Member

Bao 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 NGUYEN, VICE
PRESIDENT BEARD, PRESIDENT PHAN

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 an agreement with Discovery Science Center for a School Recycling Program. (Cost: \$52,190) *(Action Item)*

2.b. Receive and file the minutes from the April 26, 2016, meeting. *(Action Item)*

3. PUBLIC HEARINGS

(Motion to approve will include adoption of each Resolution unless otherwise stated.)

4. ITEMS FOR CONSIDERATION

5. MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL
MANAGER

6. ADJOURNMENT

The next Regular Meeting will be held on Tuesday, June 28, 2016, at 6:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove.

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: General Manager Dept.: Public Works
Subject: Approval of an agreement Date: 5/24/2016
 with Discovery Science
 Center for a School Recycling
 Program. (Cost: \$52,190)
 (*Action Item*)

OBJECTIVE

To receive Garden Grove Sanitary District Board (District) approval to enter into an agreement with the Discovery Science Center to provide a school outreach program on waste and recycling.

BACKGROUND

In 2014, the District sponsored a two year school recycling program facilitated by the Discovery Science Center that was offered to the Garden Grove Unified School District (School District). This program involve a classroom lecture, take home activities and a visit to an interactive exhibit at the Discovery Science Center for sixth grade students. The intent of the program was to provide education on sustainable living practices, including source reduction, proper disposal of hazardous materials and recycling for the purpose of protecting impacted local landfills. By the second year of the program, participation levels nearly tripled. Other surrounding cities that are participating and funding this program include Brea, Buena Park, Los Alamitos, Mission Viejo, Costa Mesa, Cypress, Fullerton, Huntington Beach, La Habra, Orange, Santa Ana, Seal Beach and Irvine.

DISCUSSION

To help meet the State's goal of achieving 75 percent waste diversion statewide by 2020, public education is a critical component for the City to be able to reach long term sustainability. This program has proven to be effective based on the growing participation levels from the School District and it is referenced in the State's mandated annual reporting system under the City's public outreach efforts. In order to continue this program, a new agreement is needed and would expand to reach fifth grade students. The costs for another two year term will be the same as the former agreement in an amount not to exceed \$52,190.

FINANCIAL IMPACT

This program will be financed through the District's Refuse Fund (660) in the amount of \$26,095 per each fiscal year in 2016/17 and 2017/18, for a total of \$52,190 over the two-year term agreement.

RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board:

- Approve the attached agreement with the Discovery Science Center in the amount of \$26,095 per year for two years for a school outreach program on waste and recycling; and
- Authorize the General Manager to execute the agreement on behalf of the District, and make minor modifications as appropriate thereto.

By: Raquel Manson, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Contract	5/11/2016	Backup Material	Discovery.pdf

Contract

Purpose:

It is the intent of the Garden Grove Sanitary District (hereinafter referred to as the "District") to contract with the Discovery Science Center of Orange County (hereinafter referred to as "DSC"), (collectively hereinafter referred to as the "Parties") for the delivery of an education program focused on the messages of "Reduce, Reuse & Recycle" as highlighted by the Eco Challenge exhibit located at DSC.

Section I: Parties

Discovery Science Center of Orange County
2500 North Main Street, Santa Ana, CA 92705

Contact(s):

Sean Fitzgerald, Vice President, Sales and Strategic Development
Phone: 714-263-3824 Email: sfitzgerald@discoverycube.org

Janet Yamaguchi, Vice President, Education
Phone: 714-913-5005 Email: jyamaguchi@discoverycube.org

Garden Grove Sanitary District
11222 Acacia Parkway, Garden Grove, CA. 92840

Contact(s):

A.J. Holmon III, Environmental/Streets Manager
Phone: 714-741-5956 Email: ajh@ci.garden-grove.ca.us

Section 2: Scope of Work

Unless otherwise noted, the education program provided under this agreement is the same as the Eco Challenge education program developed by DSC in partnership with the County of Orange Waste & Recycling Department (hereinafter referred to as the "Education Program" or the "Program"). The Education Program provided under this agreement includes:

- Interactive in-class instruction (the "Workshop") using curriculum developed for the Eco Challenge education program and featuring an interactive student keypad response system
- A student booklet summarizing key concepts to accompany the in-class Workshop
- Incentive for visiting a Household Hazardous Waste Collection Center
- Take-home items and a home survey for each student

- Classroom resources used to accompany the in-class Workshop
- A field trip to DSC for the students receiving the in-class Workshop including a bus stipend

DSC will provide all aspects of Education Program delivery including:

- Booking of in-class Workshops and accompanying field trips
- Providing teachers for the in-class Workshops and assigning staff to lead field trips while at DSC
- Procuring, storing and managing delivery of classroom supplies and equipment, take-home items and educational booklets needed to complete the Workshop
- Collecting, analyzing and reporting on home surveys

Section 3: Term

This agreement commences July 1, 2016, and extends through June 30, 2018. These dates are intended to provide the education program in two school years, specifically 2016-17 and 2017-18, to a target of 940 5th and 6th grade students per school year. Any changes to the student count or any other program elements would be subject to the terms described in Section 4.

Section 4: Modification

Unless otherwise noted, any modification to the Program or amendment of this agreement will be valid or binding only with the written consent of both Parties.

Section 5: Termination

Should either party wish to terminate this agreement prior to the 2016-17 school year, written notice must be provided no later than July 1, 2016. If no such notice is received, all elements of the program, including pricing, student count and program elements will be considered as acceptable for the coming school year. Thereafter, early termination of this agreement shall require the written mutual consent of the parties.

Section 6: Cost and Fee Schedule

Costs for program delivery will be on a per student basis at a rate of \$22.62 each, plus \$20 per classroom visited (for classroom disposal bins used in the assembly)

and \$200 per bus stipend (each stipend to cover transportation costs for approximately 45 students).

Costs for program delivery will not exceed \$26,095 per fiscal year (July 1st through June 30th each year) and will include all elements noted in Section 2.

An initial start-up payment of \$8,234 shall be paid by District to DSC at the beginning of each school year. This initial payment will fund the capital costs of the program that are purchased in advance. This includes student booklets, take-home items, and the classroom waste disposal bins used in the assemblies. Invoices will then be sent to District each month detailing students taught in that month and billing for the in-class instruction and field trip costs. Payments for each month's invoice will be due upon receipt. Invoices not paid within 45 days of the invoice date shall be subject to a late payment fee equal to 1.5% of the invoice amount, compounding monthly from the date of the invoice.

Section 7: Non-performance

In the event either Party has not carried out its obligations under any aspect of this Agreement, the non-defaulting Party shall give notice in writing to the other party of the non-performance. The written notification shall outline acceptable options for correction of the non-performance issue. If the default is not remedied within 10 business days, or an alternative timetable mutually agreed to in writing by both parties, then the non-defaulting party may commence legal action.

Section 8: Insurance Requirements

- 8.1 COMMENCEMENT OF WORK. DSC shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. DSC shall be responsible to collect and maintain all insurance from any subcontractors. All subcontractors shall obtain and maintain the same insurance as required of DSC. 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.
- 8.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, DSC shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable.

8.3 INSURANCE AMOUNTS. DSC shall provide and maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
- (c) Sexual misconduct liability in amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 8.3 (a) shall designate DISTRICT, City of Garden Grove, and their respective officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the DSC. DSC shall provide to the 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 8.3 (b) shall designate DISTRICT, City of Garden Grove, and their respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the DSC shall provide to the DISTRICT proof of insurance and endorsement forms that conform to the DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 8.3 (c) shall designate the DISTRICT, City of Garden Grove, and their respective, officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of sexual misconduct. DSC shall provide to the 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, DSC's insurance coverage shall be primary insurance as respects to the DISTRICT, City of Garden Grove, and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, City of Garden Grove, and/or their respective officers, officials, employees, agents, or volunteers shall be excess of the DSCS's insurance and shall not contribute with it.

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

Section 9: Indemnification

DSC shall indemnify, defend and hold harmless the District, its directors, officers, agency, representatives and employees, from and against any and all claims, costs, damages, losses, expenses (including reasonable attorney's fees) or other liabilities resulting from, alleged to result from or in any manner arising out of the negligent or willful acts or omissions of DSC, its directors, officers, employees or agents in the performance of its duties under this Agreement.

The District shall indemnify, defend and hold harmless, DSC its directors, officers, agency, representatives and employees, from and against any and all claims, costs, damages, losses, expenses (including reasonable attorney's fees) or other liabilities resulting from, alleged to result from or in any manner arising out of the negligent or willful acts or omissions of the District, its directors, officers, employees or agents in the performance of its duties under this Agreement.

Section 10: Notice.

Any notices required or permitted to be given under this Agreement shall be in writing and personally delivered to the Party to which it is directed, or deposited in the U.S. Mail, postage prepaid addressed as follows:

If to District:

Garden Grove Sanitary District
Attention: A.J. Holmon, Environmental/Streets Manager
11222 Acacia Parkway
Garden Grove, CA 92840

If to DSC:

Discovery Science Center of Orange County
Attention: Joe Adams, President
2500 North Main Street
Santa Ana, CA 92705

AUTHORIZATION

By their execution of this Agreement, the persons executing this Agreement represent that they have been duly authorized to do so by the Party on whose behalf they have signed this Agreement, and that Party is bound by the terms hereof.

"DISTRICT"

GARDEN GROVE SANITARY DISTRICT

By: _____
General Manager

Date: _____

ATTESTED:

Secretary

"DSC"

DISCOVERY SCIENCE CENTER OF ORANGE COUNTY

By: 

Name: Joe Adams

Title: President

Date: May 10, 2016

Tax ID No. 33-0828380

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to DISTRICT.

APPROVED AS TO FORM:

General Counsel

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: General Manager Dept.: City Clerk
Subject: Receive and file the minutes Date: 5/24/2016
 from the April 26, 2016,
 meeting. (*Action Item*)

Attached are the minutes from the meeting held April 26, 2016, for the Sanitary District Board to review and take action to receive and file.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	5/17/2016	Backup Material	April_26__2016.docx

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Regular Meeting

Tuesday, April 26, 2016

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

CONVENE MEETING

At 7:05 p.m., President Phan convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (5) President Phan, Members Beard, Bui, Jones, Nguyen

ABSENT: (0) None

ORAL COMMUNICATIONS

Speakers: Bert Ashland, Erika Bennett, George Brietigam, Ashley Collins, Nicholas Dibs, Sharon Logan, Heatherly Lopez, Robin Marcario, Josh McIntosh, Charles Mitchell, Dan Montaci, Paul Nelson, Rebecca Nelson, Luis Schmidt, Rose Tingle, David Twiss, Kyle Werner, Cindy Widdall

MEMBER BUI LEFT THE MEETING AT 8:02 P.M.

RECESS

At 8:11 p.m., President Phan declared a recess.

RECONVENE MEETING

At 8:12 p.m., President Phan reconvened the meeting with all Members present.

MINUTES (F: Vault)

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

The minutes from the meeting held on March 22, 2016, be received and filed.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Jones, Nguyen, Phan
Noes: (0) None
Absent: (1) Bui

ADJOURNMENT

At 8:13 p.m., President Phan adjourned the meeting. The next meeting is scheduled for Tuesday, May 24, 2016, at 6:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Kathleen Bailor, CMC
Secretary