

Contract Number

17-385 A-1

SAP Number

**San Bernardino County Fire
Protection District**

Department Contract Representative	Jose Rodriguez
Telephone Number	909-382-5401
Contractor	City of Upland
Contractor Representative	
Telephone Number	
Contract Term	July 1, 2017 through June 30, 2022
Original Contract Amount	\$487,891.53
Amendment Amount	Estimated at \$55,000
Total Contract Amount	Estimated at \$542,891.53
Cost Center	1071602419

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.)

**AMENDMENT NO. 1
CONTRACT NO. 17-385
HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT**

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) annually offers funding opportunities to assist public and private entities in the safe and effective management of the waste stream; and

WHEREAS, the San Bernardino County Fire Protection District (DISTRICT) typically applies for these funds to assist its countywide Household Hazardous Waste (HHW) Collection Program; and

WHEREAS, DISTRICT and the City of Upland (CITY) previously entered into Contract No. 17-385, hereinafter referred to as the "Contract," for the City's participation in DISTRICT's HHW Collection Program; and

WHEREAS, as part of the DISTRICT and CITY Contract, CITY operates the HHW Collection Program Facility located on City fee-owned property at 1370 North Benson, Upland, California (hereinafter referred to as "Facility"); and

WHEREAS, on or about March 28, 2019, DISTRICT submitted a grant application to CalRecycle to obtain grant funds for the construction of a pre-fabricated steel canopy that would provide a covered work area to protect CITY employees and HHW storage containers from inclement weather at the Facility (hereinafter referred to as the "Canopy Project"); and

WHEREAS, DISTRICT was subsequently awarded, and on October 8, 2019, DISTRICT approved a grant agreement with CalRecycle regarding the award of Household Hazardous Waste Discretionary Grant HD 33 (HD33-19-0006) in the amount of \$50,000 for the period of July 3, 2019 to September 30, 2022, to upgrade the Facility with the Canopy Project (hereafter referred to as "the Grant" and/or "the Grant Award Agreement"); and

WHEREAS, by letter dated January 16, 2020, CITY submitted a letter to CalRecycle, indicating that it was interested and able to conduct all Canopy Project management activities and, in addition to the Grant, CITY secured \$55,000 in CITY funds to commit to the Canopy Project; and

WHEREAS, CITY now desires DISTRICT, through DISTRICT's contract with the County of San Bernardino (COUNTY), to provide Canopy Project management activities and take the lead in procuring a contractor to complete the Canopy Project at the Facility; and

WHEREAS, CITY is also willing to advance \$55,000 to DISTRICT to pay for the Canopy Project costs that are not eligible Grant expenses and for eligible Grant expenses in excess of \$50,000; and

WHEREAS, CITY is also willing to comply with all of the Grant Award Agreement terms and conditions; and

WHEREAS, DISTRICT and CITY desire to amend the Contract to add the roles and responsibilities of both parties in relation to the Canopy Project; and

WHEREAS, DISTRICT and CITY agree to amend the Contract as follows:

1. ADD **CANOPY PROJECT** section at the end of the Contract to read as follows:

CANOPY PROJECT

30. CITY and DISTRICT both agree:
 - a. Actual Canopy Project costs may include the costs of preliminary engineering, design, survey, construction, inspection and DISTRICT or COUNTY overhead costs. Some of these Canopy Project costs are eligible Grant Award Agreement costs.
 - b. Neither DISTRICT nor the COUNTY shall be responsible for any Canopy Project costs.
 - c. Canopy Project costs to be charged against the Grant include all Grant Award Agreement eligible costs of up to \$50,000.
 - d. Canopy Project costs to be charged to CITY include all Canopy Project costs that are ineligible Grant Award Agreement costs and/or Grant Award Agreement eligible costs that exceed the Grant Award Agreement amount of \$50,000. The total amount payable by CITY to DISTRICT for Canopy Project costs are estimated to be \$55,000. This amount is in addition to the amounts noted in Section 11 of the Contract.
 - e. In the event that change orders are required during the course of the Canopy Project, said change orders must be approved by CITY. Contract change order forms will be delivered to CITY by fax and must be returned within two (2) business days. The CITY shall not unreasonably withhold approval of change orders.
 - f. Time is of the essence for each of the provisions in the Canopy Project section of the contract.
 - g. The Canopy Project is as defined in the recitals of this Amendment No. 1. to the Contract. The Canopy Project does not include any additional work performed by CITY or CITY's contractor.
31. Additional responsibilities and duties of CITY:
 - a. CITY shall comply with all Grant Award Agreement terms and conditions that are applicable to DISTRICT under the Grant Award Agreement. The Grant Award Agreement is attached to this Contract and incorporated herein by this reference. CITY shall also

cooperate with DISTRICT in DISTRICT's compliance with all Grant Award Agreement terms and conditions.

- b. CITY shall review and approve the plans and specifications of the Canopy Project.
- c. CITY shall advance to DISTRICT the lump sum amount of \$55,000 within thirty (30) calendar days of the effective date of this Amendment No. 1.
- d. Within thirty (30) calendar days after receipt of the itemized accounting and invoice from DISTRICT pursuant to Section 32.e., CITY shall pay any outstanding Canopy Project costs to DISTRICT.
- e. CITY shall review and accept the completed Canopy Project and shall cooperate with DISTRICT and the COUNTY in the completion and recordation of a Notice of Completion. CITY shall be responsible for the Canopy Project improvements after acceptance of the completed Canopy Project.

32. Additional responsibilities and duties of DISTRICT, through its contract with the COUNTY:
 - a. Act as the lead agency in the design, construction, and inspection of the Canopy Project.
 - b. Provide plans and specifications for the Canopy Project for CITY's review and approval.
 - c. Construct the Canopy Project by contract in accordance with the plans and specifications prepared by DISTRICT through the COUNTY, which have been reviewed and approved by CITY, and awarded, as well as administered pursuant to the provisions of the California Public Contract Code applicable to counties.
 - d. Provide adequate inspection of all items of work performed under the construction contract(s) with COUNTY's contractors or subcontractors for the Canopy Project and maintain adequate records of inspection for review by CITY. DISTRICT shall provide copies of any records of inspection to CITY within ten (10) calendar days of DISTRICT's receipt of written demand from CITY for such records. This shall be included as a Canopy Project cost.
 - e. Upon Canopy Project completion and the capture of all Canopy Project expenses, DISTRICT shall submit to CITY an itemized accounting of actual Canopy Project costs incurred by DISTRICT and COUNTY and, if said costs are ineligible expenditures under the Grant Award Agreement or exceed the Grant amount, and if said costs exceed the amount paid by CITY pursuant to Section 31.c., DISTRICT shall invoice CITY for the remainder of the CITY's share of the actual Canopy Project costs. Said invoice shall set forth all actual Canopy Project costs incurred by DISTRICT and COUNTY, together with adequate documentation of said expenditures. If the actual Canopy Project costs incurred by DISTRICT and COUNTY that are the responsibility of CITY are less than the amount paid by CITY pursuant to Section 31.c., then DISTRICT shall refund CITY the difference within sixty (60) calendar days after issuance of the itemized accounting.

2. The recitals of this Amendment No. 1 are incorporated into the Contract by reference.
3. Sections 30.d., 31.a., and 31.e. shall survive the termination of the Contract.
4. This Amendment No. 1 shall take effect on the date it is signed and approved by both CITY and DISTRICT.
5. All other terms of said Contract shall remain in full force and effect.
6. This Amendment No. 1 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment No. 1. The parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 1 upon request.

IN WITNESS WHEREOF, the Board of Directors has caused this Amendment No. 1 to the Contract to be subscribed to by the Secretary thereof, and CITY has caused this Amendment No. 1 to the Contract to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

▶

Curt Hagman, Chairman, Board of Directors

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

Lynna Monell
Secretary of the Board of Directors
of the San Bernardino County Fire
Protection District

By _____
Deputy

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

By ▶ [Signature]
(Authorized signature - sign in blue ink)

Name STERN NIX
(Print or type name of person signing contract)

Title INTERIM PUBLIC WORKS DIRECTOR
(Print or Type)

Dated: OCT. 21, 2020

Address 1370 N. BAYSON AVE.
UPLAND, CA. 91784

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Scott Runyan, Deputy County Counsel	▶	▶
Date _____	Date _____	Date _____



GRANT NUMBER HD33-19-0006	
NAME OF GRANT PROGRAM 2019-20 Household Hazardous Waste Discretionary Grants	
GRANTEE NAME San Bernardino County Fire Protection District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT NOT TO EXCEED \$50,000.00
TERM OF GRANT AGREEMENT FROM: July 03, 2019	TO: September 30, 2022

The Department of Resources Recycling and Recovery (CalRecycle) and San Bernardino County Fire Protection District (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) San Bernardino County Fire Protection District	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Deputy Director, CalRecycle	DATE 10/15/19	TITLE Don Trapp Interim Fire Chief / Fire Warden	DATE 10-11-19
PAYMENT ADDRESS (INCLUDE STREET CITY, STATE AND ZIP CODE) San Bernardino County Fire District 157 W 5th Street San Bernardino, CA 92415			
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$50,000.00	FISCAL YEAR / PROGRAM 2019-20 Household Hazardous Waste Discretionary Grants		FUND TITLE IWMA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	CHAPTER 23	STATUTE YEAR 2019	Fiscal Year 2019-20
	ORG CODE 3570	REFERENCE 101	FUND CODE 0387
			ENACTMENT YEAR 2019
TOTAL AMOUNT ENCUMBERED TO DATE \$50,000.00	INDEX 7620	COSTS Object of Expenditure PCA 6602	
		OBJECT 702	
	REPORTING STRUCTURE 36707820	FISCAL Accounting Expenditure Information PROGRAM (FUND-SUB-TASK) 3700000221	
		ACCOUNT 5432000	
I hereby certify that this is a true and correct copy of the original and correct copy of the grant agreement as stated above.			DATE 10-28-19
SIGNATURE OF CALRECYCLE BUDGET OFFICER 