



TO: Mayor and City Council

FROM: Michael Chandler, Senior Management Analyst

SUBJECT: Agreement with New Leaf Collaborative and Martinez Unified School District for Recycling Program Education Services

DATE: June 9, 2015

Recommendation

Approve a resolution authorizing the City Manager to execute an agreement with New Leaf Collaborative and the Martinez Unified School District for Recycling Program Education Services in support of the FY 2014-15 Beverage Container Recycling Grant Award.

Background

Staff applied for a competitive CalRecycle “Beverage Container Recycle Program” grant last year and received notice of the successful award on March 2, 2015. The City Council subsequently accepted the grant on April 1, 2015 and received its official “Notice to Proceed” on April 23, 2015. This grant award totals \$92,987, of which \$44,000 is designated for personnel expenses to support recycling program education services.

The City partnered with local education non-profit New Leaf Collaborative and the City’s waste hauler Republic Services on the grant application to design a comprehensive program to improve recycling practices throughout Martinez elementary schools. This program builds on the success of the pilot recycling project the City and Republic Services initiated at the Martinez Junior High in early 2014 and the existing Eco-Literacy educational programming New Leaf provides to local K-5 students. The “Recycling Ambassador” program will foster responsible environmental stewards through a progressive approach to hands-on, project based learning. The program will also provide the added benefit of giving recent high school graduates the opportunity to learn valuable professional skills for future green careers.

Discussion

A formal agreement with New Leaf is warranted to define the specific terms and conditions under which they will provide the necessary recycling program education services supported by the grant within the Martinez Unified School District (MUSD). New Leaf originated as a component of MUSD, but recently became a 501 (c)(3) non-profit public benefit corporation distinct from the District. As such, the Martinez Unified School District is also included as a party to the Agreement and will coordinate and provide New Leaf access to the respective school site locations. City staff have coordinated with New Leaf and MUSD to finalize the attached three-party agreement, which includes Attachment A (New Leaf proposal) and Exhibits A and B to the CalRecycle Grant (“Terms and Conditions” and “Procedures and Requirements,” respectively).

Fiscal Impact

The FY 2014-15 Beverage Container Recycling Program Grant provides a total of \$44,000 on a reimbursement basis to fund Personnel expenses for recycling education program services. No City match is required.

Attachments

- Agreement
- Beverage Container Recycling Grant Project Proposal
- Procedures and Requirements to Grant Proposal
- Resolution

APPROVED BY: 
Rob Braulik, City Manager

**AGREEMENT BETWEEN CITY OF MARTINEZ,
NEW LEAF COLLABORATIVE, AND MARTINEZ UNIFIED SCHOOL DISTRICT**

This Agreement is made on 17th day of June, 2015, by and between the CITY OF MARTINEZ (“CITY”), a municipal corporation, NEW LEAF COLLABORATIVE (“NEW LEAF”), a non-profit entity, and MARTINEZ UNIFIED SCHOOL DISTRICT (“MUSD”), a school district.

RECITALS

WHEREAS, NEW LEAF has developed effective programs in the areas of science, nature and ecological literacy that afford local youth opportunities for individual growth and provide MUSD students valuable educational training; and

WHEREAS, the CITY and NEW LEAF have partnered on multiple occasions to promote educational and conservation practices including producing Public Service Announcements pertaining to watershed conservation and promoting and marketing the environmental benefits of reusable shopping bags over single-use plastic carryout bags; and

WHEREAS, NEW LEAF has recently established itself as a 501(c)(3) nonprofit public benefit corporation separate from MUSD with an official mission to provide and support hands-on experiential learning and leadership opportunities in areas of science, nature and ecological literacy in order to nurture the social and emotional health of K-14 students and their communities; and

WHEREAS, CITY and NEW LEAF collaborated on a FY 2014-15 competitive Beverage Container Recycling Grant (“Grant”) program application to the California Department of Resources, Recycling and Recovery (“CalRecycle”) which included provisions for NEW LEAF to develop, manage and implement a comprehensive recycling education program throughout MUSD; and

WHEREAS, CITY was awarded the Grant and received an official Notice to Proceed from CalRecycle for Grant Number RBC26-14-0058 on April 23, 2015; and

WHEREAS, MUSD is in full support of the proposed recycling education program and wishes to enable access to and facilitate the coordination of all applicable MUSD site locations with CITY and NEW LEAF in order to ensure the grant program’s success; and

WHEREAS, CITY, NEW LEAF, and MUSD wish to enter into a consolidated agreement that will establish the terms and conditions of the recycling education program (“Program”) to be operated by NEW LEAF within the MUSD and sponsored by the CITY through the Grant; and

WITNESSETH

NOW, THEREFORE, CITY, NEW LEAF, and MUSD hereby mutually covenant and agree to the following:

1. NEW LEAF shall provide CITY with a comprehensive recycling education program, as specifically described in the proposal entitled "Attachment A New Leaf Collaborative City of Martinez Beverage Container Recycling Grant Project Proposal" which is attached hereto as Attachment "A" and incorporated by reference herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Attachment "A," this Agreement shall prevail.
2. NEW LEAF shall invoice CITY by the 1st of each month for Grant-related and authorized personnel services ("Grant Services") performed during the previous month, in a format approved by CITY and/or CalRecycle consistent with the Program Services contained within Attachment A, and the Terms and Conditions and Procedures and Requirements of the Grant, attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively; and
3. NEW LEAF agrees and understands that it shall only invoice CITY for Grant Services through the March 2017 Grant performance period and only up to the authorized program budget amount of Forty-Four Thousand Dollars (\$44,000.00) related to NEW LEAF personnel expenses (including MUSD teacher/Green Team stipends). NEW LEAF specifically acknowledges that it must comply with the grant procedures and requirements contained within the attached exhibits in order for CITY to be fully reimbursed for NEW LEAF'S services through the grant funding available to CITY. In the event that CITY is denied reimbursement or is directed to forfeit payment for charges invoiced by NEW LEAF which have already been paid to NEW LEAF by CITY resulting from NEW LEAF's non-compliance with the aforementioned grant procedures and requirements, then NEW LEAF shall reimburse CITY the entire amount disallowed or required to be forfeited within thirty (30) days of notice given by CITY that such charges have been disallowed or are subject to forfeiture; and
4. In exchange for NEW LEAF's provision of Grant Services, CITY shall pay NEW LEAF within 30 days upon receipt of proper monthly invoicing; and
5. MUSD shall provide NEW LEAF with sufficient access to and coordination with MUSD K-12 site locations necessary to effectively implement the Grant Services; and
6. The status of NEW LEAF is that of an independent contractor operating, having control of his/her work and the manner in which it is performed. NEW LEAF is not considered to be an officer, an employee, or an agent of CITY nor MUSD, nor shall it hold itself out as, or represent that it is, an officer, employee or agent of CITY or MUSD. NEW LEAF is required to obtain a business license with the CITY. A copy of the business license application is included as Exhibit C.
7. NEW LEAF agrees that it has not employed or retained any company or person, other than a bona fide employee working solely for NEW LEAF, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for NEW LEAF, any fee, commission, percentage, brokerage fee, gifts, or any other

considerations, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul and cancel this Agreement without liability of any sort and/or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be endorsed by NEW LEAF and delivered to and become the property of the CITY with the exception of proprietary/copyrighted information (as in agreements or software services). In addition, data prepared or obtained under this Agreement shall be made available upon request, to the City. The foregoing notwithstanding, said documents, plans, etc., which are site specific for the subject Program shall not be used for any other work without the consent of NEW LEAF.

NEW LEAF and its subconsultants shall keep and maintain full and complete documentation and accounting records, including all records, employees' time sheets and correspondence pertaining to this Agreement. NEW LEAF shall make such documents and records available for review and/or audit evaluation by representatives of the CITY at all reasonable times during the contract period and for at least four (4) years from the date of final payment. Upon written request by the CITY, NEW LEAF shall provide the CITY with copies of all pertinent reports and correspondence.

8. NEW LEAF shall provide properly skilled professional and technical personnel to perform all services under this Agreement. NEW LEAF shall not engage the services of any person or person now employed by the CITY, except with the written permission of the CITY. Except as otherwise provided herein, NEW LEAF shall not assign or sublet any portion of the services to be performed under this Agreement without the prior written consent of the CITY. Said consent may be withheld with or without reasons. In the event that the CITY, in writing, approves any assignment or subletting of this Agreement or the retention of sub-consultants or sub-contractors by NEW LEAF, NEW LEAF shall provide to the CITY copies of each and every sub-consultant contract prior to the execution thereof by NEW LEAF and sub-consultant.

9. NEW LEAF shall comply with all Federal, State and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

10. CITY has relied upon the professional ability and training of NEW LEAF as a material inducement to enter into this Agreement. NEW LEAF shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that payment for or acceptance of NEW LEAF's work by CITY shall not operate as a waiver or release. NEW LEAF shall indemnify and hold harmless the CITY from and against any and all claims or expenses caused or occasioned directly or indirectly by NEW LEAF's failure to so perform.

11. INDEMNIFICATION.

A. NEW LEAF assumes all responsibility for damages to property or injury or death to persons caused by the performance, errors or omissions of NEW LEAF and its agents or employees. To the extent permitted by law, NEW LEAF shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including NEW LEAF from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of NEW LEAF, its employees and agents hereunder and regardless of CITY's passive negligence. CITY agrees to provide NEW LEAF with reasonable notification of legal claims and/or lawsuits which CITY may receive and for which CITY will request indemnification under this Section.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable for or for NEW LEAF under Workers' Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by NEW LEAF.

B. NEW LEAF assumes all responsibility for damages to property or injury or death to persons caused by the performance, errors or omissions of NEW LEAF and its agents or employees. To the extent permitted by law, NEW LEAF shall indemnify, hold harmless, release and defend MUSD, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including NEW LEAF from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of NEW LEAF, its employees and agents hereunder and regardless of MUSD's passive negligence. MUSD agrees to provide NEW LEAF with reasonable notification of legal claims and/or lawsuits which MUSD may receive and for which MUSD will request indemnification under this Section.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable for or for NEW LEAF under Workers' Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by NEW LEAF.

C. To the extent permitted by law, CITY shall indemnify, hold harmless, release and defend MUSD, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CITY from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CITY, its employees and agents, except to the extent that such injury or damage arises out of the active negligence or willful acts of MUSD, its officers, employees or agents. MUSD agrees to provide CITY with reasonable notification of legal claims and/or lawsuits which MUSD may receive and which MUSD will request indemnification in under this paragraph.

D. To the extent permitted by law, MUSD shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including MUSD from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of MUSD, its employees and agents, except to the extent that such injury or damage arises out of the active negligence or willful acts of CITY, its officers, employees or agents. CITY agrees to provide MUSD with reasonable notification of legal claims and/or lawsuits which CITY may receive and which CITY will request indemnification in under this paragraph.

12. NEW LEAF INSURANCE COVERAGE

Without limiting NEW LEAF's indemnification provided hereunder, NEW LEAF shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the CITY, the following policies of insurance with a Best rating of no less than A:VII.

- a. Workers' Compensation insurance to cover its employees, and NEW LEAF shall require all sub-consultants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the sub-consultant's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the CITY and MUSD.

In the event any class of employees engaged in hazardous work under the Contract is not protected under Workers' Compensation Statutes, NEW LEAF shall provide, and shall cause all sub-consultants to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to CITY and MUSD and shall provide that it will not be canceled without first giving thirty (30) days notice to the CITY and MUSD.

NEW LEAF's Worker's Compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY and MUSD, their officers and employees when acting within the scope of their appointment or employment."

- b. Commercial general liability insurance including personal injury and property damage insurance for all activities of NEW LEAF and its sub-consultants arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, x, c, u hazards, subcontractors named as additional insureds (inapplicable if no subcontractors or subconsultants), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than two million dollars (\$2,000,000) combined, single limit personal injury and property damage for each occurrence. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY.

The commercial general liability policy shall be endorsed with the following language:

- (1) The CITY OF MARTINEZ and MARTINEZ UNIFIED SCHOOL DISTRICT are named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insureds, their officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- (3) The insurance provided herein is primary and no insurance held or owned by the CITY OF MARTINEZ or MARTINEZ UNIFIED SCHOOL DISTRICT shall be called upon to contribute to a loss.
- (4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the CITY of MARTINEZ and MARTINEZ UNIFIED SCHOOL DISTRICT.

13. During the term of this Agreement, the CITY and MUSD shall each provide commercial general liability and property damage coverage or its equivalent with a single limit of two million dollars (\$2,000,000). Each party shall name the other and its officers, officials, employees, and volunteers as additional insured on all said insurance carried by each for the life of this Agreement and shall annually furnish the other with written proof of said coverage. Upon request each party shall be given a copy of the other party's applicable insurance policies. Each party shall be provided written notices of cancellation or material change in coverage 30 days prior to cancellation or change in coverage.

14. The CITY shall furnish NEW LEAF, to the extent that they are available, CITY standards, details, specifications, and regulations applying to the Program and other such information which may be helpful to NEW LEAF in performance of its service. Any and all additional data necessary for design shall be the responsibility of NEW LEAF.

15. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY within its sole discretion upon written notice to NEW LEAF and MUSD. MUSD may terminate this Agreement upon thirty (30) days' written notice to NEW LEAF and CITY only for good cause, including destruction or loss of premises or material breach of this Agreement by NEW LEAF or the CITY. NEW LEAF may terminate this Agreement upon thirty (30) days' written notice to the CITY only for good cause, including without limitation, NEW LEAF's serious illness or material breach of this Agreement by the CITY. NEW LEAF's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, Program data and reports shall, at the option of the CITY, become its sole property and shall, at NEW LEAF's expense, be delivered to the CITY or to any party the CITY may so

designate. In the event of termination by NEW LEAF, NEW LEAF shall only be compensated for all work NEW LEAF satisfactorily performs prior to the time NEW LEAF delivers to the CITY the termination notice, unless other arrangements are agreed to by the CITY. In the event of termination by the CITY or MUSD, NEW LEAF shall be compensated for all work satisfactorily performed prior to the time NEW LEAF receives the termination notice. In the event this Agreement is terminated pursuant to this section, NEW LEAF shall not be entitled to any additional compensation over that provided herein; nor shall NEW LEAF be entitled to payment for alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the CITY or MUSD pursuant to this section.

16. Should NEW LEAF fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the CITY may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. NEW LEAF shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by CITY by virtue of NEW LEAF's breach of this Agreement.

17. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.

18. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by parties to this Agreement.

19. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a breach of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

20. All notices permitted or required hereunder shall be addressed as follows:

If to the CITY:

Alan Shear
Assistant City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553

If to MUSD: Superintendent
Martinez Unified School District
921 Susana Street
Martinez, CA 94553

If to NEW LEAF: Program Director
New Leaf Collaborative
P.O. Box 131
Martinez, CA 94553

21. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Contra Costa.

22. Each party's entry into this Agreement is contingent on the remaining parties' execution of the Agreement, and no party shall be subject to the terms and conditions stated herein without entry of all parties to the Agreement.

(SIGNATURES ON IMMEDIATELY FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written in the CITY OF MARTINEZ, California.

CITY OF MARTINEZ

Dated: _____, 2015

By: _____
Title: _____

MARTINEZ UNIFIED SCHOOL DISTRICT

Dated: _____, 2015

By: _____
Title: _____

NEW LEAF COLLABORATIVE

Dated: _____, 2015

By: _____
Title: _____

APPROVED AS TO FORM

By _____
Assistant City Attorney

By _____
School District Legal Counsel

By _____
Attorney for New Leaf Collaborative

Attachments:

Attachment A: New Leaf Collaborative Proposal

- Exhibit A: Grant Terms and Conditions
- Exhibit B: Grant Procedures and Requirements
- Exhibit C: Business License Application
- Exhibit D: Proof of Required Insurance
Workers' Compensation Insurance
Commercial General Liability Insurance
Commercial General Liability – Auto Insurance



**New Leaf Collaborative
City of Martinez
Beverage Container Recycling Grant Project Proposal**

New Leaf Collaborative (NLC) is a 501c3 nonprofit public benefit corporation based in Martinez, CA. NLC's mission is to provide and support hands-on experiential learning and leadership opportunities in areas of science, nature and ecological literacy in order to nurture the social and emotional health of K-14 students and their communities. In a joint effort with the City of Martinez, Republic Services and Martinez Unified School district (MUSD) to increase beverage container recycling, New Leaf Collaborative proposes to implement the Recycling Ambassador education and outreach program to the four elementary schools within the MUSD. This proposal includes the scope of work to be carried out by New Leaf Collaborative.

Program Summary:

The Recycling Ambassador program will involve hands-on recycling education at MUSD schools, lunchtime recycling stewardship activities, waste diversion and recycling assessments, and fostering Green Teams that will continue program activities past the end of the grant term. Program will be facilitated by a Recycling Ambassador Project Coordinator (RAPC), Graduate Student Interns (GSI's), and MUSD students and teachers.

Program Goals:

The Recycling Ambassador program is designed to educate MUSD students about the importance of recycling and creating a sustainable community. Students will learn best-practice recycling strategies and form these skills into lasting habits through regular contact with program staff inside the classroom and during lunchtime activities. The extended education and outreach component of this project is designed to facilitate students transitioning between grade levels and campuses so that when students return to school each year, they will recognize the recycling infrastructure in place, know how to use it, and be encouraged to do so by Recycling Ambassador staff, school staff, and the Green Teams formed at each campus. The presence of a consistent system across all campuses and the support of MUSD's administration will help to ensure project continuity. The Recycling Ambassador work plan is designed so that the foundational curriculum created through this project will endure beyond the end of the grant cycle.

Attachment A

Program Outcomes:

Program outcomes include educating a large student population about the importance of recycling. Many of these students reside in the more than 850 units of multifamily housing near the four elementary school areas in Martinez Unified School District. Education and outreach aims to improve recycling practices of students, increase MUSD recycling, and lower MUSD waste hauling costs.

Program Services:

- Recycling Ambassadors Project Coordinator (RAPC) develops model of implementation based upon existing Ecoliteracy Internship which will include:
 - Graduate Student Interns (GSI)
 - High school student mentors
 - Training from Republic Services
 - Connections with each MUSD elementary school to implement class time education program and lunch time waste monitoring
- RAPC, GSI's and high school student mentors develop lessons to take place at each school site for regular student body
- RAPC secures schedule for programming
- Regular recycling and waste diversion education lessons in classrooms throughout grant period
- Weekly lunchtime monitoring and CRV volume/data collection and analysis
- RAPC develops fully functional Green Teams on each participating school site to sustain activities post grant with formal collaborative agreements
- Training provided to Green Team teachers
- Required grant reporting for each school site

Program Objective Timeline:

MAJOR MILESTONE(S) – PROJECT	START DATE	COMPLETION DATE
New Leaf hires the Recycling Ambassador Project Coordinator (RAPC).	April	June 2015
RAPC meets with Eco-Literacy Coordinator to help develop model for the RA project.	April	August 2015
RAPC designs work plan and timelines for all school sites. Partners with Republic Service for elementary school outreach.	April	August 2015
RAPC and Graduate Student Interns (GSI) are trained by Republic Services staff and design high school curriculum.	July 2015	September 2015
RA student-teachers are selected, trained and practice hands-on teaching strategies.	August 2015	Ongoing
RAPC secures schedules for programming at each school site.	September 2015	September 2015

Attachment A

Hands-on lessons take place at each school site for regular student body.	October 2015	Ongoing (Quarterly)
Weekly lunch time monitoring begins.	November 2015	Ongoing
CRV volume/data collection completed. Reports compiled and analyzed for each school site. Program changes made based on evaluation of data.	November 2015	Ongoing
RAPC identifies and trains teachers to participate in Green Teams. Develops agreements to sustain Green Teams at each school site, and supports Green Team activities.	November 2015	Ongoing
Conduct end of school year Recycling Ambassador Internship evaluation with input from GSI's and RA student-teachers.	May 2016	June 2016
New GSI's and RA student-teachers are selected and trained.	May 2016	September 2016
RAPC secures new schedules for programming at each site.	September 2016	September 2016
Baseline data is collected, recorded, and presented to each school site.	October 2016	October 2016
RAPC develops/finalizes collaborative agreements to sustain Green Teams at each school site. Additional training is offered to teachers.	November 2016	March 2017
Program closeout evaluation of Recycling Ambassador Internship is completed by each school site, GSIs, and student-teachers.	February 2017	March 2017

Program Budget:

New Leaf Director	\$ 6,500.00
New Leaf RA Project Coordinator	\$ 27,500.00
New Leaf Graduate Student Interns	\$ 8,000.00
MUSD Teachers - Green Teams	\$ 2,000.00
Total	\$ 44,000.00

EXHIBIT A TERMS AND CONDITIONS

Beverage Container Recycling Grant Program Fiscal Year 2014/15

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Beverage Container Recycling Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

AIR OR WATER POLLUTION VIOLATION

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

AMERICANS WITH DISABILITIES ACT

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ASSIGNMENT, SUCCESSORS, AND ASSIGNS

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

AUDIT/RECORDS ACCESS

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records

and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

AUTHORIZED REPRESENTATIVE

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

AVAILABILITY OF FUNDS

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

COMMUNICATIONS

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

COMPLIANCE

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

CONFLICT OF INTEREST

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

CONTRACTORS/SUBCONTRACTORS

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and

obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

COPYRIGHTS

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

DISCHARGE OF GRANT OBLIGATIONS

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

DISCLAIMER OF WARRANTY

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

DISCRETIONARY TERMINATION

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

(a) Submit a final written report describing all work performed by the grantee.

- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

DISPUTES

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

DRUG-FREE WORKPLACE CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

EFFECTIVENESS OF AGREEMENT

This Agreement is of no force or effect until signed by both parties.

ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

ENVIRONMENTAL JUSTICE

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures

the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

EXPATRIATE CORPORATIONS

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

FORCE MAJEURE

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

GRANT MANAGER

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

GRANTEE ACCOUNTABILITY

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

GRANTEE'S NAME CHANGE

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

IN CASE OF EMERGENCY

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to

comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

NO WAIVER OF RIGHTS

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

NON-DISCRIMINATION CLAUSE

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

ORDER OF PRECEDENCE

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

PAYMENT

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

PERSONAL JURISDICTION

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time

spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

REASONABLE COSTS

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

RECYCLED-CONTENT PAPER

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

REDUCTION OF WASTE

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

REDUCTION OF WASTE TIRES

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

REIMBURSEMENT LIMITATIONS

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity,

directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

SITE ACCESS

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

STOP WORK NOTICE

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

TERMINATION FOR CAUSE

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

UNION ORGANIZING

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

UNRELIABLE LIST

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](#), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

VENUE/CHOICE OF LAW

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

WORK PRODUCTS

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

WORKERS' COMPENSATION/LABOR CODE

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B PROCEDURES AND REQUIREMENTS

BEVERAGE CONTAINER RECYCLING GRANT PROGRAM RBC26 Cycle – Fiscal Year 2014–15

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

INTRODUCTION

The Beverage Container Recycling Grant Program is administered through the Department of Resources Recycling and Recovery (CalRecycle). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

MILESTONES

April 2015	Grant Term Begins on date indicated on the Notice to Proceed
July 15, 2015	1st Progress Report Due
October 15, 2015	2nd Progress Report Due
January 15, 2016	3rd Progress Report Due
April 15, 2016	4th Progress Report Due
July 15, 2016	5th Progress Report Due
October 15, 2016	6th Progress Report Due
January 15, 2017	7th Progress Report Due
April 15, 2017	8th Progress Report Due
May 1, 2017	Start Draft Final Progress Report
June 1, 2017	Draft Final Progress Report Due
June 30, 2017	Final Progress Report and final Payment Request Due
June 30, 2017	Grant Term End

No extensions will be granted for submittal of Final Progress Report and final Payment Request. Failure to submit the Final Progress Report and final Payment Request with appropriate documentation by June 30, 2017, may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

GRANT MANAGEMENT SYSTEM (GMS)

GMS is CalRecycle's web-based grant application and grant management system. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page \(https://secure.calrecycle.ca.gov/WebPass/\)](https://secure.calrecycle.ca.gov/WebPass/).

Accessing the grant

Grantees must log into [GMS \(https://secure.calrecycle.ca.gov/Grants\)](https://secure.calrecycle.ca.gov/Grants) using their web pass. After login, locate the grant in the **Associated Grant Applications** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab** – shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab** – requests reimbursement
- **Reports tab** – uploads required reports
- **Documents tab** – uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab** – lists approved project sites

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

Access to the grant is limited to the person who created the application and those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

PRIOR TO COMMENCING WORK

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor(s) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050, of Title 14, [California Code of Regulations, Natural Resources, Division 7](http://www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5), (www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5) has occurred with respect to the contractor(s) and the subcontractor(s), respectively.

If a (sub) contractor is placed on the CalRecycle Unreliable List after award of this grant, the grantee may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms webpage](http://www.calrecycle.ca.gov/Grants/Forms/default.htm) (www.calrecycle.ca.gov/Grants/Forms/default.htm).

A scanned copy of the signed Reliable Contractor Declaration form must be uploaded in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Event Name**.
3. Type a title, i.e. Reliable Contractor Declaration form, click on the **Browse** button to search and upload the document, and then **Save**.
4. Click the **Back** button to return to the previous page.
5. Click on the **Submit** button.

For further instructions regarding GMS, including login directions, see the section above titled Grant Management System.

CERTIFICATE OF INSURANCE

The grantee shall present a current copy of insurance certificate to their Grant Manager upon grant execution or at the initial site visit. The grantee shall obtain and keep in force for the term of the grant, and require its subcontractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in the grant.

- Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to CalRecycle within thirty (30) days of the execution of the grant.

The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Self-insured entities must provide a copy of a Certificate of Consent to Self-Insure issued by the California Department of Industrial Relations. The grantee shall notify CalRecycle prior to any insurance policy cancellation or substantial change of policy.

PROJECT REQUIREMENTS

All projects are subject to the following requirements:

- The project(s) must be located in California.
- Reimbursement will not exceed the amount stated on the Grant Agreement Cover Sheet (CalRecycle 110).
- The grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center or processor.
- The grantee will ensure, if applicable, that it and/or other site operators are certified or registered by CalRecycle in the proper category and will provide the Grant Manager a copy of the certification certificate(s), upon request.
- The grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the progress and final reports. A minimum of twelve (12) months data is required before submitting the final report.

Data will be requested after the end date of the grant, if necessary, to meet this twelve (12) month reporting requirement.

BUDGET OR WORK PLAN CHANGES/MODIFICATIONS

Proposed changes or modifications to the approved Budget or Work Plan must be requested in writing to the Grant Manager by the Signature Authority or designee. The request must include the reason for the change and a revised Work Plan and/or revised Budget.

The Grant Manager must approve the proposed changes in writing prior to the grantee performing any changes or incurring any related costs. Any and all changes to the Budget or cost incurred without approval from the Grant Manager may not be approved.

GRANT TERM

The Grant Term begins on the date indicated in the Notice to Proceed (NTP) email that the grantee will receive from CalRecycle. Eligible grant expenditures may start no earlier than the indicated date. In all cases, all eligible project costs must be incurred no later than June 30, 2017. This is also the date the Final Progress Report and final Payment Request are due to CalRecycle.

CalRecycle recommends reserving the period from May 1, 2017 to June 30, 2017 exclusively for the preparation of the Draft Final Progress Report, Final Progress Report and final Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final Progress Report and final Payment Request are only eligible for reimbursement during the Grant Term.**

ELIGIBLE COSTS

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. Eligible costs must be incurred, services provided, and goods received, after receiving a NTP and before the end of the Grant Term.

Any proposed revision(s) to the Work Plan and/or Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. The approval document should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Eligible costs are limited to the following:

- Personnel costs directly related to the start-up/implementation of the project (recycling coordinator, salaries/wages for those directly involved with the project, e.g., students, consultants, etc.).
- Purchase of equipment or materials related to infrastructure (beverage container recycling bins/receptacles, cluster bins, lids, receptacle liners, in-unit totes (multi-families), pads/enclosures to accommodate centralized roll-off, balers, scales, optical sorters (for municipality operating its own Material Recovery Facility), equipment modifications, signage, brochures, installation costs for equipment, service cart for use in collection of materials, laptops, computers, vehicles, etc.).

- Direct operating expenses associated with project activities.
- Education and outreach promoting beverage container recycling. May be included as part of the Mandatory Commercial Recycling Plan for local jurisdiction applicants.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to implementation of the Beverage Container Recycling Program and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to receipt of the NTP letter or after June 30, 2017.
- SWAG/Promotional Items not related to the project (e.g.-shirts, magnets, cups, gift cards, stickers, tote bags not used as recycled bins, calendars with no educational component, trophies, awards, plaques).
- Trash bins.
- Equipment not related to the project.
- Personnel (costs or staff not related to the project or within scope of grant).
- Costs for establishing a recycling center.
- Education and outreach not related to the project.
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Costs that are inconsistent with local, state, and federal statutes, ordinances and/or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Term. (Exception: the Grant Manager may consider approving products purchased in full before the end of the Grant Term but delivered after the Grant Term if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Out-of-state travel, unless pre-approved in writing by the Grant Manager.
- Overhead.
- Overtime costs.
- Any other costs not deemed reasonable or related to the purpose of the grant by the Grant Manager.

Note: All expenditures are subject to audit. Please contact the Grant Manager if you have any questions concerning eligible costs.

COMPETITIVE BID REQUIREMENTS: Grantee shall secure at least three competitive bids or price quotes for goods (including equipment) or services authorized in the grantee's Approved Application with revisions, if any, and any amendments - Exhibit C, where the amount charged to the grant is \$5,000 or more. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement. Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. Failure to

comply with competitive bid requirements may result in CalRecycle disallowing reimbursement of some portion or all of the related costs.

ACKNOWLEDGEMENTS

Grantees are not required to acknowledge CalRecycle's support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material.

REPORTING REQUIREMENTS

Progress Reports, a Draft Final Progress Report, and a Final Progress Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the grant term.

All reports must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grant Management System.

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate event name.
3. Click on the **Add Document** button.
4. Type a title, click the **Browse** button to search and upload the document, and then **Save**.
 - You may upload multiple documents to complete reporting requirements.
 - The maximum allowable file size is 35MB.
5. Click the **Back** button to return to the previous page.
6. Click the **Submit** button when the report is complete.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

PROGRESS REPORT

Reports shall be submitted to the Grant Manager, as detailed in the Work Plan. Progress reports must be adequate to show compliance with the Agreement, detail all tasks performed and all identified outcomes, and justify all expenditures requested for reimbursement. CalRecycle reserves the right to require interim verbal or written progress reports to supplement the more formal progress reports to ensure compliance with the Agreement and/or to support reimbursement of funds.

The first progress report shall include, but is not limited to:

1. Baseline data from which to evaluate the outcomes of all projects funded through this Agreement, when applicable.
2. A statement of the tasks or milestones implemented to date and a report on the status of each.

Each subsequent progress report shall include, but is not limited to:

1. A statement of the tasks or milestones implemented during the reporting period and a summary on the status of each.
2. If applicable, the volume of empty beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type) and revenues received for the California Refund Value (CRV) beverage containers.
3. A discussion of all unanticipated problems or concerns and corrective actions taken.
4. A statement of all data collection completed during the reporting period and findings to date.
5. A description of all expenditures during the reporting period.
6. A description of all changes made to the project during the reporting period with the approval of the Grant Manager and all additional changes identified.

DRAFT FINAL PROGRESS REPORT AND FINAL PROGRESS REPORT

The Final Progress Report is due **June 30, 2017**. This report should cover grant activities from the Notice to Proceed through **June 30, 2017**. The Final Report must be prepared in the format specified below and must be uploaded into GMS. See *Reporting Requirements* section for instructions; you may need to upload multiple documents to complete all of the requirements listed below. The grantee shall submit a Draft Final Report on or before **June 1, 2017**.

CalRecycle shall draft review comments and transmit them to the grantee within ten (10) calendar days of receipt of the draft version of the final report. After incorporation of CalRecycle requested revisions, the grantee shall submit to the Grant Manager one (1) camera-ready copy of the final report on or before **June 30, 2017**.

The following items must be included:

1. The Grant Number, Grantee's name and Grant Term. The following disclaimer statement on the cover page:
"The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
2. Table of Contents
3. Summary of the Project
 - a) The goal that was identified to be achieved through implementation of the grant project and objectives identified to help reach that goal.
 - b) The baseline data collected prior to implementing the program.
 - c) The methodology for ongoing data collection and evaluation.
4. Total Cost of Program
 - a) A breakdown of actual expenditures for the project (i.e., administration, staff, equipment, operating costs, etc.) by project component (e.g., infrastructure, promotion, education, events, etc.) and the percentage of the overall project costs for each component.
 - b) A list of all funding sources for the project, the amount provided and the percentage each source is of the overall project.
 - c) A list and estimated dollar value of support from partnerships, volunteers, and in-kind services.

- d) A statement whether funds received through this Agreement was a factor in obtaining additional funding and support for the project.
5. Work Plan
- a) A schedule of actual dates of project accomplishments (milestones)
 - b) A summary of the actual time expended on each phase of the project (i.e., planning, start-up, operation, evaluation, and until project became/becomes self-sustaining, if applicable).
 - c) A summary of special staffing needs.
 - d) A description of criteria for selecting equipment, actual effectiveness of chosen equipment, and recommended changes in equipment.
 - e) A statement of time elapsed before data was representative of a stable project.
 - f) A discussion of problems encountered and corrective actions taken.
 - g) A discussion of conditions unique to this project.
6. Tonnages and Revenues Generated (if applicable)
- a) The volume of empty CRV beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type).
 - b) The volume of non-CRV materials collected by the project by material type (i.e., newsprint, corrugated, etc.).
 - c) The revenues received for the CRV beverage containers.
 - d) A description of how CRV revenues were expended.
7. Project Effectiveness
- a) The outcomes achieved as a result of this project (e.g., percentage change in CRV volumes collected, change in knowledge and/or awareness level, etc.).
 - b) A comparison of the outcomes achieved to the goal established at the start of the project.
 - c) Statistical data to support the outcomes.
 - d) Volumes collected for 12 months.
 - e) Reach and frequency for all promotional and/or educational components, if applicable.
 - f) Outside influences that may have affected the outcomes achieved.
 - g) Efforts resulting in the reduction of greenhouse gas emissions.
8. Conclusions and Recommendations
- a) Important findings and suggestions for improvement.
 - b) Tips or modifications needed for other entities to replicate project.
 - c) Project Sustainability.
 - d) A list and description of on-going expenses for this project.
 - e) Photographs, articles, promotional/educational materials.
 - f) List of subcontractors.

Grantee acknowledges and agrees that CalRecycle shall not release final payment pursuant to this Agreement unless and until CalRecycle has received from the grantee a final report that complies with the above requirements and with other applicable requirements in this Agreement.

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Reimbursement may be requested in conjunction with (or after) submission of Progress Report and in conjunction with the Final Progress Report.
3. The grantee must submit the required Progress Reports/Final Progress Report per the work plan and the Grant Manager must approve the report prior to, or concurrent with, any submission of a Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section for completed project(s) only.
5. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Progress Report, have been satisfied. Reimbursement of the 10 percent retention must be requested in the final Grant Payment Request.
7. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.
8. The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](#) signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Unreliable List" provision of the Terms and Conditions. The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Unreliable List" provision in the Terms and Conditions (Exhibit A) for more information.

PAYMENT REQUEST AND DOCUMENTATION

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above titled, Grant Management System. To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
 - When the transaction is complete, click the **Save** button.
 - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
 - Type a title, click the Browse button to search and upload the document, and then Save.
 - Select the Back button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35 MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request (including uploading all the documents listed below).

Supporting Documentation

- A. A scanned copy of the **Grant Payment Request (CalRecycle 87)**. Mail only the **original** Grant Payment Request form, with the original signature of the signatory or his/her designee*, as authorized by grantee's Resolution or Letter of Commitment to:

Via mail/courier/personal delivery:

Department of Resources Recycling and Recovery
BCRG Grant Program
FiRM Branch, 13th Floor
1001 I Street
Sacramento, CA 95812

*A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

- B. **Cost and Payment Documentation** – Required to be submitted for each expenditure of \$500 or more. No supporting documentation is required for expenditures of less than \$500 unless requested by CalRecycle.
- Invoices, receipts or purchase orders containing the product manufacturer, supplier/vendor, and/or contractor name, phone number, address, purchase amount, date and description of goods/services; and
 - Proof of payment (e.g., copies of cancelled checks, invoices or receipts marked with date paid, name who authorized payment, check number, or actual check copy, accounting reports if identified by a check number, date, product manufacturer, supplier/vendor, and/or contractor name and amount, hours and rate of pay.)

Three (3) bids or sole source justification obtained prior to purchase, required for any purchase over \$5,000. Original supporting documentation is not required to be submitted to CalRecycle but should be retained by the grantee.

All forms can be downloaded from the [CalRecycle Grant Forms webpage](#).

AUDIT CONSIDERATIONS

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, contract bids, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

RESOLUTION NO. -15

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NEW LEAF COLLABORATIVE AND THE MARTINEZ UNIFIED SCHOOL DISTRICT FOR RECYCLING PROGRAM EDUCATION SERVICES IN SUPPORT OF THE FY 2014-15 BEVERAGE CONTAINER RECYCLING GRANT AWARD

WHEREAS, the City was awarded a competitive FY 2014-15 CalRecycle Beverage Container Recycling Program Grant (“Recycle Grant”) which, among other things, provides \$44,000 on a reimbursement basis to fund recycling education programming personnel services in local schools; and

WHEREAS, New Leaf Collaborative (“New Leaf”) partnered with the City and local franchised refuse and recycling hauler Republic Services on the Recycle Grant application to design a comprehensive program to improve recycling practices throughout Martinez elementary schools; and

WHEREAS, New Leaf originated as a component of the Martinez Unified School District (“MUSD”), but recently became a 501 (c)(3) non-profit public benefit corporation distinct from MUSD; and

WHEREAS, MUSD supports the proposed recycling education program and wishes to enable access to and facilitate the coordination of all applicable MUSD site locations with the City and New Leaf in order to ensure the grant program’s success; and

WHEREAS, the parties wish to enter into a consolidated agreement to establish the terms and conditions of the recycling education program (“Recycling Program”) operated by New Leaf within the MUSD and sponsored by the City through the Grant; and

WHEREAS, each party’s entry into this Agreement is contingent on the remaining parties’ execution of the Agreement, and no party shall be subject to the terms and conditions stated herein without entry of all parties to the Agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Martinez hereby authorizes the City Manager to execute an agreement with New Leaf Collaborative and the Martinez Unified School District for Recycling Program Education Services in support of the FY 2014-15 Beverage Container Recycling Grant Award.

* * * * *

I HEREBY CERTIFY the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez, at a Regular Meeting of said Council held on the 17th day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ