



Quality Of Life Department
Administration Division
Letter of Transmittal

TO: Jon Harrison, Mayor, City of Redlands

FROM: Danielle Garcia, Project Specialist

DATE: Tuesday, December 09, 2008

RE: Grant Agreement - Department of Conservation, Division of Recycling

Message:

I have attached the Agreement for the grant award under the Beverage Container Recycling Program in the amount of \$8,750. Please review these documents and sign all three copies if you would like to engage in the grant agreement. These need to be in Sacramento by Friday, December 12th so I need the signed forms no later than December 11th by 3:00 p.m. If you have any questions regarding the grant opportunity, please feel free to contact me. I appreciate your assistance in this matter.

Thank you,
Danielle Garcia
Project Specialist
City of Redlands, Quality of Life Department
35 Cajon Street, Suite 222 ♦ PO Box 3005
Redlands, CA 92373
(909) 798-7655 ♦ Fax (909) 798-7697

Resolution No. 6745 - San Bernardino County Homeless Partnership - Councilmember Bean questioned the figure in the staff report and proposed resolution representing the percentage of homeless people within the City of Redlands. Councilmember Gilbreath moved to adopt Resolution No. 6745, a resolution of the City Council of the City of Redlands pledging support of the San Bernardino County Homeless Partnership as corrected. Motion seconded by Councilmember Gallagher and carried unanimously.

Ordinance No. 2704 - Nonpotable Water Development Impact Fees - Ordinance No. 2704, an ordinance of the City of Redlands amending Chapter 3.53 of the Redlands Municipal Code to establish development impact fees for nonpotable water facilities, was unanimously adopted on motion of Councilmember Gilbreath, seconded by Councilmember Gallagher.

Agreement - Telecommunication Facilities - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved an agreement with Sunesys, LLC for the use of public right-of-way to serve the Redlands Unified School District as allowed by the Public Utility Code and governmental regulations and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Resolution No. 6740 - Traffic - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously adopted Resolution No. 6740, a resolution of the City Council of the City of Redlands establishing the following traffic regulations pursuant to Title 10 of the Redlands Municipal Code: establish speed limits on Highland Avenue between Serpentine Drive and Ford Street.

Funds - Crescent Avenue Storm Drain - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved an appropriation of an additional \$6,000.00 in the Storm Drain Fund, with funding provided by a transfer from the Liability Fund, to provide for additional unanticipated construction expenses for the Crescent Avenue storm Drain project.

Resolution No. 6744 - Beverage Container Recycling - Mayor Pro Tem Gilbreath suggested staff implement enforcement for recycling of beverage containers for groups such as AYSO and moved to adopt Resolution No. 6744, a resolution of the City Council of the City of Redlands authorizing submission of a grant application to the California Department of Conservation, Division of Recycling, for beverage container recycling. Motion seconded by Councilmember Gallagher and carried unanimously.

State of California - The Resources Agency
DEPARTMENT OF CONSERVATION

Competitive Grant

GRANT AGREEMENT

GRANTEE:

City of Redlands

PROGRAM:

Beverage Container Recycling Program

GRANT NUMBER:

5008-462

Amendment No.

MAXIMUM AMOUNT OF THIS GRANT:

\$8,750

The Department and the Grantee hereby agree to the following:

(1) The Grantee will provide beverage container recycling opportunities to approximately 300 multifamily apartment units in the City of Redlands.

(2) This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until such approval has been obtained. The term of this Agreement shall be from time of such approval until November 30, 2010.

(3) Attachments to this Agreement, including the Grant Summary at Exhibit A, the Budget at Exhibit B, the Implementation Schedule at Exhibit C, the Grantee Certification of Compliance at Exhibit D, and the Grants Request for Reimbursement Exhibit E are hereby incorporated into the terms and conditions of this Agreement.

Department of Conservation, Division of Recycling


AUTHORIZED SIGNATURE DATE 12-4-08

Stephen M Bantillo, Assistant Director for Recycling
PRINTED NAME AND TITLE

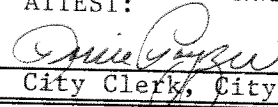
City of Redlands

GRANTEE


AUTHORIZED SIGNATURE DATE 12/10/2008

Jon Harrison, Mayor
PRINTED NAME AND TITLE

ATTEST:


City Clerk, City of Redlands

CERTIFICATE OF FUNDING

AMOUNT ENCUMBERED
BY THIS DOCUMENT

\$8,750

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0

TOTAL AMOUNT ENCUMBERED TO DATE

\$8,750

PROGRAM/CATEGORY
(CODE AND TITLE)

50

FUND TITLE

CBCRF

INDEX NUMBER

5800

PCA NUMBER

53709

3480-502-0133
3480-504-0133

CHAPTER

724

STATUTE

2007

FISCAL YEAR

08/09/07/08

OBJECT OF EXPENDITURE (CODE AND TITLE)

632.55

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

SIGNATURE OF ACCOUNTING OFFICER

DATE

T.B.A. No.

B.R. No.



12-29-08

☐ GRANTEE ☐ DEPARTMENT OF CONSERVATION ☐ CONTROLLER

State of California - The Resources Agency
DEPARTMENT OF CONSERVATION

Competitive Grant

GRANT AGREEMENT

*we will get original
probably from
Danille G. when
she meets w/ them*

GRANTEE:

City of Redlands

*1/20/09
3-3-09, 6-2-09*

PROGRAM:

Beverage Container Recycling Program

GRANT NUMBER:

5008-462

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Department of Conservation, Division of Recycling

[Signature]
AUTHORIZED SIGNATURE

12-4-08
DATE

Stephen M Bantillo, Assistant Director for Recycling
PRINTED NAME AND TITLE

City of Redlands

GRANTEE

[Signature]
AUTHORIZED SIGNATURE

12/10/2008
DATE

Jon Harrison, Mayor
PRINTED NAME AND TITLE

ATTEST:

[Signature]
City Clerk, City of Redlands

CERTIFICATE OF FUNDING

AMOUNT ENCUMBERED
BY THIS DOCUMENT

\$8,750

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0

TOTAL AMOUNT ENCUMBERED TO DATE

\$8,750

PROGRAM/CATEGORY
(CODE AND TITLE)

50

FUND TITLE

CBCRF

INDEX NUMBER

5800

PCA NUMBER

53709

ITEM

3480-504-0133

CHAPTER

724

STATUTE

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FISCAL YEAR

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SIGNATURE OF ACCOUNTING OFFICER

DATE

F.B.A. No.

B.R. No.

☐ GRANTEE ☐ DEPARTMENT OF CONSERVATION ☐ CONTROLLER

DEPARTMENT OF CONSERVATION – DIVISION OF RECYCLING
City of Redlands
5008-462

5. Outside influences that may have affected the outcomes achieved.
6. Efforts resulting in the reduction of greenhouse gas emissions.

H. Conclusions and Recommendations

1. Important findings and suggestions for improvement.
2. A description of any recycling obstacles or barriers encountered and what was done to overcome them.
3. Tips or modifications needed for other entities to replicate project.

I. Project Sustainability

1. A list and description of on-going expenses for this project.
2. A discussion of how the on-going operational expenses will be funded after grant termination.

J. Photographs, Articles, Promotional/Educational Materials

K. List of Subcontractors and Vendors

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

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Exhibit B
BUDGET

Equipment

50 Recycling carts and 10 bins	\$8,750
Subtotal	\$8,750

Grand Total **\$8,750**

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Exhibit C
IMPLEMENTATION SCHEDULE

Major Milestone(s)	Start Date	Completion Date
Initiate the procurement process for the purchase of the recycling bins and carts	January 2009	February 2009
Coordinate with the Solid Waste Division to distribute and record placement of recycling bins and carts	February 2009	March 2009
Conduct initial waste assessment at targeted facilities to establish baseline	March 2009	April 2009
Submit quarterly status report (January-March) to Grant Manager	April 1, 2009	April 15, 2009
Distribute a press release to publicize and promote the recycling project (submit to Grant Manager for approval prior to distribution)	April 2009	April 2009
Begin distribution of recycling bins and carts to each facility targeted	May 2009	June 2009
Submit quarterly status report (April-June) to Grant Manager	July 1, 2009	July 15, 2009
Follow-up with property managers on progress and make adjustments as necessary	September 2009	October 2009
Submit quarterly status report (July-September) to Grant Manager	October 1, 2009	October 15, 2009
Submit quarterly status report (October-December) to Grant Manager	January 1, 2010	January 15, 2010
Submit quarterly status report (January-March) to Grant Manager	April 1, 2010	April 15, 2010
Submit quarterly status report (April-June) to Grant Manager	July 1, 2010	July 15, 2010
Submit quarterly status report (July-September) to Grant Manager	October 1, 2010	October 15, 2010
Submit draft final report and final invoice	October 1, 2010	October 15, 2010
Submit final report	November 1, 2010	November 15, 2010
Grant terminates		November 30, 2010

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Exhibit D
GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. **Americans with Disabilities Act:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
2. **Nondiscrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of age, sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated, thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

3. **Recycling Certification:** The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase recycling bins, paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.
4. **Drug-Free Workplace Requirements:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 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 to be taken against employees for violations.
 - B. Establish a Drug-Free Awareness Program to inform employees about:

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1. The dangers of drug abuse in the workplace.
2. The person's or organization'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. Every employee who works on the Agreement will:

1. Receive a copy of the company's drug-free workplace policy statement.
2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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 the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. **Labor Code/Workers Compensation:** Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700).
6. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:
 - 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 Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.
 - 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.
7. **Resolution of Support:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.
8. **Air or Water Pollution Violation:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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9. **Compliance with Other Laws, Including the California Environmental Quality Act (CEQA):** The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the CEQA are met in carrying out the terms of the Agreement.
10. **Use of State Funds to Assist, Promote or Deter Union Organizing:** Grantee shall not use state funds, including Grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.
11. **Payee Data Record Form (Std. 204):** This form must be completed by all contractors and Grantees that are not another state agency or governmental entity.

Grants Request for Reimbursement

SECTION I - Grantee/Grant Information						
Name: City of Redlands				Date:		
Address: P.O. Box 3005				Invoice #:		
City, State, Zip: Redlands, CA 92373				Grant #:		
Phone #: (909) 798-7583				Payment Period:		Through:
SECTION II - Expenditures	Original Budget	Budget Adjustment	Revised Budget	Current Invoice	Total Expenditure	Remaining Balance
Personnel						
1.						
2.						
3.						
4.						
Personnel Subtotal						
Equipment						
5.						
6.						
7.						
8.						
Equipment Subtotal						
Operating Costs						
9.						
10.						
11.						
12.						
Operating Costs Subtotal						
Final Invoice – Retention Only						
TOTAL						
Less 10% Retention						
TOTAL INVOICE PAYMENT DUE						

SECTION III - Authorization

Certification: I certify to the best of my knowledge and belief this report is correct and complete and all outlays are for the purpose set forth in the grant agreement.

		DOR Use Only	
Signature of Authorized Official	Date	Payments Authorized by:	
Title	Date	Grant Manager	Date
Invoice Prepared by	Phone #:	Division Management	Date

NOTE: Submit the original form and one (1) copy of supporting documentation according to the procedures provided by the Department and as indicated in Clause 31, the Invoicing section of the Grant Agreement.

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TERMS AND CONDITIONS

GENERAL PROVISIONS

1. Grant Authority and Term
2. Grant Manager
3. Scope of Agreement
4. Modifications - Changes
5. Subcontractors
6. Ownership of Property and Equipment
7. Stop Work Notice
8. Discretionary Termination
9. Disputes
10. Publicity and Acknowledgment
11. Copies of Data, Plans and Specifications
12. Site Visits
13. Governing Law/Locus
14. Insurance
15. Liability Indemnification and Waiver
16. Assignment
17. Grantee Independence/Not an Agent of the State
18. Severability/Unenforceable Provision
19. Timeliness
20. Discharge of Grant Obligations
21. Certification Clauses
22. Breach of Conditions/Remedy for Default

EXPENDITURE, PAYMENT, REPORTING, AND RECORD KEEPING PROVISIONS

23. Allowable Costs and Documentation
24. Reasonable Costs
25. Competitive Bid Requirements
26. Conflict of Interest, Self-Dealing, and Need for Arm's Length Transactions
27. Record Keeping Requirements
28. Audits
29. Payment
30. Reimbursement Limited to Net Costs
31. Invoicing
32. Travel
33. Documentation of Time Spent
34. Reports

EXHIBITS

- A. Grant Summary
- B. Budget
- C. Implementation Schedule
- D. Grantee Certification of Compliance
- E. Grants Request for Reimbursement Form

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GRANT AGREEMENT
Terms and Conditions

GENERAL PROVISIONS

1. **Grant Authority and Term:**

- A. This Grant Agreement (hereinafter "Agreement") is between the California Department of Conservation, Division of Recycling (hereinafter "Department"), and the City of Redlands (hereinafter referred to as "Grantee"). Hereinafter, the Department and the Grantee collectively shall be referred to as "the Parties".
- B. The Parties mutually agree and understand that this Agreement is a legally binding document, inuring to the benefit of the public, that is authorized pursuant to Section 14581 (a)(17)(A) of the Public Resources Code (PRC). Any and all references herein to "DOR" shall also mean "Department". Any references to "contractor" herein, including references in this Agreement, in documents attached thereto, and/or in documents, statutes and regulations incorporated herein by reference, shall be deemed to be references to "Grantee."
- C. The signatories for this Agreement hereby certify that they are authorized to act on behalf of the Parties in approving this Agreement. If the Grantee is a non-profit entity, the signatory for the Grantee further certifies that the Board of Directors for the Grantee has endorsed Grantee's receipt of grant funds pursuant to this Agreement and performance of activities and expenditure of funds in a manner consistent with the Grant Summary at Exhibit A, Budget at Exhibit B, Implementation Schedule at Exhibit C, and Grantee Certification of Compliance at Exhibit D.

2. **Grant Manager:** Joanna Selim is the Grant Manager and the Department's representative for this Agreement. Danielle Garcia is the Grantee's representative. The Grant Manager responsibilities include monitoring grant progress and reviewing and approving invoices and other documents delivered to the Department pursuant to this Agreement. The Grant Manager does not have the authority to control or direct specifically how the Grantee carries out activities authorized and funded pursuant to this Agreement, but 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. All official communication from the Grantee to the Division of Recycling (DOR) shall be directed to: Joanna Selim, Department of Conservation, Division of Recycling, 801 K Street, MS 17-01, Sacramento, CA 95814-3533; phone: (916) 324-1237; fax: (916) 322-8758; e-mail: joanna.selim@conservation.ca.gov.

3. **Scope of Agreement:** The terms and conditions of this Agreement constitute and contain the entire Agreement and understanding between the Parties, and may not be contradicted by evidence of any prior or contemporaneous oral agreement. The 2008/2009 Multifamily Beverage Container Recycling Grant Solicitation and the Grantee's application submitted in response to the solicitation are incorporated herein by reference. To the extent that any conflicts or inconsistencies exist between the terms and conditions of this Agreement, including the attached exhibits, and either the solicitation or the Grantee's application, the terms and conditions of this Agreement shall prevail and be controlling.

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4. **Modifications - Changes:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Major changes to the Grant including, but not limited to, increases or decreases to the overall grant amount and substantial revisions to the Grant Summary, require formal amendment of this Agreement. Changes such as budget line item revisions of less than \$500, minor task modifications, management staff adjustments, and minor changes in the Grant Summary may not require amendment of the Agreement; however, the Grantee shall obtain prior written approval from the Grant Manager before making such changes. All requests should be submitted in writing and include a description of the proposed change and the reasons for the change.
5. **Subcontractors:**
- A. The Grantee shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the Grantee and the Department. All subcontractor(s) specifically identified in the Grant Summary are considered to be acceptable to the Department. Any change in subcontractor(s), or change as to how the Grantee intends to use the services of a subcontractor, shall require a formal amendment of this Agreement.
 - B. It is understood and agreed by the Parties that the Grantee and each subcontractor shall comprise the "Grantee team." The Grantee shall manage the performance of the project and shall manage the performance of the Grantee team.
 - C. In carrying out activities funded under this Agreement, the Grantee, its subcontractors and its employees shall exercise the degree of skill and care required by customarily accepted good professional practices and procedures. If the Grantee, the subcontractor or its employees fail to meet the foregoing standards or if otherwise defective services cause redundancy, any costs incurred by such shall be borne by the Grantee and not the Department.
6. **Ownership of Property and Equipment:** The Parties agree that the Department shall hold and retain throughout the term of this Agreement rights to and interest in personal property, including equipment, purchased with funds provided through this Agreement. In the event this Agreement is terminated before full performance and completion of all activities and work authorized and funded herein, the Grantee shall, within thirty (30) days of Grantee's receipt of a written demand from the Department, surrender possession of and any rights to all such property specified in the Department's written demand. After November 30, 2010, and upon the Department's determination that Grantee has complied with all terms and conditions of this Agreement and has completed all Grantee obligations reflected herein, the Department shall relinquish to the Grantee any and all rights to, and interests in, personal property, including equipment, purchased with funds provided through this Agreement.
7. **Stop Work Notice:** Immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under this Agreement.
8. **Discretionary Termination:** Either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other. In the case of such "early" or "discretionary" termination, defined as termination occurring before full performance of all objectives and activities described in the Grant Summary at Exhibit A and authorized for

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funding herein, a final payment will be made to the Grantee, if due, upon receipt of a financial report and invoices covering costs incurred to termination, and a written report describing all work performed by the Grantee to date of termination. Upon discretionary termination of this Agreement and upon receipt of a written demand from the Department, Grantee also shall relinquish to the Department possession and control of any property purchased pursuant to this Agreement.

9. **Disputes:** In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained herein, the Grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Assistant Director for Recycling, Department of Conservation, 801 K Street, MS 19-01, Sacramento, CA 95814-3533. Such written notice must contain the Grant number. Within fifteen (15) days of receipt of such notice, the Assistant Director shall advise the Grantee of his or her findings and a recommended means of resolving the dispute.

10. **Publicity and Acknowledgment:**

- A. The Grantee agrees that it will acknowledge the California Department of Conservation'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. The Grantee shall also include in any publication resulting from work performed under this Grant an acknowledgment substantially as follows, or other language approved by the Grant Manager:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation."

- B. The Grantee shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement.

Disclaimer

"The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Department of Conservation, or its employees. The Department makes no warranties, express or implied, and assumes no liability for the information contained in the succeeding text."

- C. The Grantee shall, when possible, place the Department's website address and toll-free telephone number on printed educational and printed media materials relating to recycling for public distribution and use.
- D. The Grantee shall use the Department's campaign theme and/or promotional materials for projects funded through this Agreement, unless the grantee demonstrates the need for an appropriate and effective alternative.
- E. Before any materials or other publications, funded in whole or in part pursuant to this Agreement are published, Grantee shall provide the Department with an opportunity to

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review any and all references to the Department or the programs and laws that it administers in such materials and publications.

11. **Copies of Data, Plans and Specifications:** The Grantee shall, at the request of the Department or as specifically directed in the Grant Summary at Exhibit A herein, provide the Department with copies of any data, 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.

The State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the Grantee, its vendors or subcontractors to any additional compensation.

12. **Site Visits:** The Department may conduct periodic site visits, at its own expense, to monitor progress during the Grant term. Also, interim oral or written progress reports may be required to supplement the more formal status reports.

13. **Governing Law/Locus:** This Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Agreement or performance thereunder, the locus is Sacramento, California.

14. **Insurance:** The Grantee shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies, or self insure to 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 this Agreement:

- A. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
- B. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- C. Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The Department may make an exception if the grant amount is less than \$10,000 and is used only to purchase equipment.

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 the Department within thirty (30) days of the execution of the Agreement.

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.

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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 the Department prior to any insurance policy cancellation or substantial change of policy.

15. **Liability Indemnification and Waiver:**

A. Grantee agrees to indemnify, defend and save harmless the State, its 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 or its contractors, subcontractors, laborers, suppliers or employees in the performance of this Agreement.

B. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement.

16. **Assignment:** The Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee, either in whole or in part, without the written consent of the Department.

17. **Grantee Independence/Not an Agent of the State:** In the performance of this Agreement, the Grantee and the agents and employees of the Grantee, shall act in an independent capacity and not as officers, employees or agents of the Department.

18. **Severability/Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.

19. **Timeliness:** Time is of the essence in the performance of this Agreement. Grantee is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Implementation Schedule at Exhibit C. **Grantee shall not incur costs pursuant to this Agreement after November 15, 2010.**

20. **Discharge of Grant Obligations:** The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by the Department. 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 the Department.

21. **Certification Clauses:** The Grantee hereby certifies its compliance throughout the grant term with all applicable requirements contained in the Grantee Certification of Compliance at Exhibit D of this Agreement.

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22. **Breach of Conditions/Remedy for Default:**

- A. In the event of Grantee's breach of any conditions or terms of this Agreement, the Department will give written notice to the Grantee, describing the breach. Notice shall be deemed given when deposited in the U.S. Post Office, postage prepaid, addressed to Grantee, or by personal delivery to Grantee's place of business. If Grantee does not, within thirty (30) days after the notice is given, (1) cure the breach described in the Department's notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then Grantee shall be in default under this Agreement.
- B. In the event of a default under this Agreement, the Department shall be entitled to all remedies available at law including, but not limited to, termination of the Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Agreement. Grantee may appeal such action by filing a dispute pursuant to Clause #9 herein.

EXPENDITURE, PAYMENT, REPORTING AND RECORD KEEPING PROVISIONS

23. **Allowable Costs and Documentation:** To be allowable under this Agreement, costs must meet the following criteria:

- A. Be necessary and reasonable for the performance of the Agreement.
- B. Be determined in accordance with generally accepted accounting principles.
- C. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally, state, or locally funded program in either the current or prior period.
- D. Be adequately documented.

24. **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 Agreement.
- B. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, federal and state laws and regulations and the terms and conditions of the 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 that may unjustifiably increase the Agreement costs.

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25. **Competitive Bid Requirements:** Before making purchases of \$500 or more for goods (including equipment) or services authorized in the Budget at Exhibit B, Grantee shall secure at least three competitive bids or price quotes. 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 the Department disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach pursuant to Clause #22 above.

26. **Conflict of Interest, Self-Dealing and Need for Arm's Length Transactions:** Grantee shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant monies intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, Grantee shall ensure the proper expenditure of all grant monies for which reimbursement is sought pursuant to this Agreement.

Pursuant to this Agreement, all expenditures for which reimbursement 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.

27. **Record Keeping Requirements:**

- A. Grantee shall establish an official file for the project. The file shall contain documentation of all actions taken regarding this Agreement.
- B. Grantee shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail. Separate bank accounts are not required.
- C. Grantee shall maintain financial records in accordance with generally accepted accounting principles. Grantee shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. Grantee's records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include proof of all match contributions, including identification of the source of each and every such contribution, and may include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements.

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Such documentation shall be readily available for inspection, review and/or audit by the Grant Manager or other representatives of the State.

D. Subcontractor(s), employed by the Grantee and paid with monies under the terms of this Agreement, shall be responsible for maintaining accounting records as specified above.

28. **Audits:** The Grantee agrees that the State and its representatives, including, but not limited to, the Department, the State Controller's Office and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the Grantee's records pertaining to this Agreement and to conduct reviews and/or audits related to this Agreement. Grantee shall, for the purpose of any such review or audit, retain and provide access to all records related to this Agreement including, but not necessarily limited to, those records specified in Clause #27 above. Grantee shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the Agreement term and for at least three years after the final payment is disbursed pursuant to this Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later.

29. **Payment:** Except as otherwise provided herein, payments shall be made to Grantee no more than once every thirty (30) calendar days in arrears for actual costs authorized in the Budget at Exhibit B of this Agreement and incurred during the Agreement term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written status reports and other documentation evidencing performance as provided for in this Agreement.

Final payment will be made only after completion of work and activities identified at Exhibit A and Exhibit C, including receipt of the Final Report. **The Department will not reimburse costs incurred after November 15, 2010.**

Only those items identified in the Budget, at Exhibit B, are eligible for reimbursement. Any change to the Budget must be approved by the Grant Manager before expenditure for that item is made. *Under no circumstances shall the Grantee seek reimbursement, pursuant to this Agreement, for a cost or activity that has been or will be paid through another funding source.*

The Department may withhold payment equal to ten (10) percent of each invoice until completion of all work and other requirements to the satisfaction of the Department. An exception can be made only with the written approval of the DOR Branch Manager.

30. **Reimbursement Limited to Net Costs:** 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.

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31. **Invoicing:** The Grants Request for Reimbursement Form at Exhibit E shall be the invoice form. The form must be submitted with an original signature to the address listed in Clause #2. The form must identify the Agreement number, be sequentially numbered and contain an itemized listing of all expenditures where reimbursement is requested. One (1) copy of supporting documentation (bids, receipts, canceled checks, sole source justification, etc.) is required to be submitted with the invoice form for each expenditure of \$500 or more. No supporting documentation is required for expenditures of less than \$500 unless requested by the Department. Original supporting documentation is not required but should be retained by the Grantee.

The invoice form must be signed by the person who signed the Agreement or by his/her designee. If there is a question as to the authority of the signer that cannot be resolved to the satisfaction of the State, the invoice will not be honored.

Each invoice is subject to approval by the Grant Manager and DOR Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the Department, the Grant Manager shall contact the Grantee within ten (10) to fifteen (15) days of receipt of the invoice, depending on business classification. Undisputed invoices take approximately six (6) weeks for payment.

The final invoice shall be submitted no later than the termination date of this Agreement.

32. **Travel:** Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit B. If provided in the Agreement, employees or subcontractors of the Grantee traveling from another state to the State of California or within the State of California, shall be reimbursed according to the prevailing rates for State of California employees. Travel outside the State of California will not be reimbursed without prior written authorization of the Grant Manager or unless otherwise expressly so provided in the terms of this Agreement.

A. For travel necessary to the performance of this Agreement, the Grantee shall be reimbursed as follows:

1. Travel by common carrier, airline coach class or equivalent, in accordance with receipts or vouchers verifying expenditure.
2. Travel by private or contractor-owned automobile at \$0.585 per mile. However, if travel by common carrier is more economical than by automobile, the rate for the common carrier will be reimbursed.
3. Travel by private car to and from the common carrier shall be reimbursed at \$0.585 per mile.
4. Travel by rental car, if less expensive than taxi service, in accordance with receipts verifying expenditure. Grantee will note that insurance coverage is not reimbursable.

B. Per diem rates apply to travel more than 50 miles away from the Grantee's headquarters and are reimbursable as follows:

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1. Date and time of departure and return shall be indicated in order to establish appropriate per diem rates. Place where the travel originates and destination shall also be stated.
2. For a full 24-hour period or for a shorter period immediately following a full 24-hour period, reimbursement may be made as follows with an accompanying receipt: lodging, actual lodging expense up to \$84 plus applicable taxes (up to \$110 plus applicable taxes in Los Angeles and San Diego Counties; up to \$140 plus applicable taxes in Alameda, San Francisco, San Mateo and Santa Clara Counties); breakfast, up to \$6; lunch, up to \$10; and dinner, up to \$18. Lodging is based on a standard, single occupying room. Travel shall begin at or prior to 6 a.m. and terminate at or after 9 a.m. to qualify for breakfast reimbursement. Lunch may be claimed if travel begins at or prior to 11 a.m., and terminates at or after 2 p.m. Dinner may be claimed if travel begins at or prior to 4 p.m. and terminates at or after 7 p.m.
3. Incidental expenses may be reimbursed without receipts up to \$6 per 24-hour period. Expenses exceeding \$6 shall be itemized with the receipts attached to the invoice. Incidental expenses include phone calls (must identify name and number called), toll charges and parking fees, reproduction, and postage.
4. For travel consisting of a total of fewer than 24 hours, there is no reimbursement for lunch or incidentals; reimbursement for breakfast and dinner follows the above rules.

Travel expenditures not listed herein cannot be reimbursed.

33. **Documentation of Time Spent:** Grantee shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, contractor or volunteer whose work in support of this Agreement is billed under the Agreement or used as match. Records used to meet this requirement shall identify the individual performing the work, the time period in which the work was performed, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.
34. **Reports:** The Grantee shall submit to the Grant Manager status reports and a final report. Reports shall include information required in the Grant Summary at Exhibit A and shall be submitted on or before the dates specified in the Implementation Schedule at Exhibit C.

Failure to comply with the reporting requirements specified above shall constitute a breach of this Agreement and may result in the Department taking action pursuant to Clause #22 of this Agreement.

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Exhibit A
GRANT SUMMARY

1. **Parameters:** This Grant shall be conducted in accordance with the following:
 - A. The Grantee will provide beverage container recycling opportunities to approximately 300 multifamily apartment units in the City of Redlands.
 - B. The Grantee will accomplish this by:
 1. Purchasing and distributing recycling bins and carts to targeted facilities.
 2. Coordinating with the Solid Waste Division to distribute and record placement of recycling bins and carts.
 - C. The Grantee will determine the outcome achieved through the following data collection and evaluation methods:
 1. Compiling beverage container recycling volume data from monthly reports, comparing it to baseline data and calculating percentage changes.
 2. Identifying efforts to reduce greenhouse gas emissions, tracking data and reporting the results in the final report.
 - D. Conducting initial waste assessment at targeted facilities and establishing baseline data.
 - E. 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.
 - F. The Grantee will ensure, if applicable, that it and/or other site operators are certified or registered by the Department in the proper category and will provide the Grant Manager a copy of the certification certificate(s), upon request.
 - G. The Grantee shall monitor the project for the tonnage and revenues collected by material type, and if applicable, will report such information to the Grant Manager in the status and final reports. A minimum of twelve (12) months data is required before submitting the final report.
2. **Status Reports:** Status reports shall be submitted to the Grant Manager, as detailed in the Implementation Schedule at Exhibit C. Status 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. The Department reserves the right to require interim verbal or written progress reports to supplement the more formal status reports to ensure compliance with the Agreement and/or to support reimbursement of funds.

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

- A. Baseline data from which to evaluate the outcomes of all projects funded through this Agreement.

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- B. A description of the data to be tracked and how it will be analyzed during the grant period and after the grant terminates.
- C. A statement of the tasks or milestones implemented to date and a summary on the status of each.

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

- A. A statement of the tasks or milestones implemented during the reporting period and a summary on the status of each.
- B. If applicable, the volume of empty California Refund Value (CRV) beverage containers collected (in pounds or tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type) and revenues received for the CRV beverage containers.
- C. A discussion of all unanticipated problems or concerns and corrective actions taken.
- D. A statement of all data collection completed during the reporting period and findings to date, including how the project resulted in the reduction of greenhouse gas emissions.
- E. A description of all expenditures during the reporting period.
- F. A description of all approved changes made to the project during the reporting period.

3. **Final Report:** The Grantee shall submit a draft of the final report on or before the date listed in the Implementation Schedule at Exhibit C.

The Department 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 incorporating revisions requested by the Department, the Grantee shall submit to the Grant Manager one (1) camera-ready copy plus one (1) copy of the final report no later than the termination date.

This report shall include, but is not limited to:

- A. Cover Page with Disclaimer Statement
- B. Table of Contents
- C. Summary of the Project
 - 1. The goal to be achieved through implementation of the grant project as well as the objectives identified to help reach that goal.
 - 2. The baseline data collected prior to implementing the program.
 - 3. The methodology for ongoing data collection and evaluation.

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D. Total Cost of Program

1. 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 budget for each component.
2. A list, dollar amount and percentage, of the overall budget for all funding sources for the project. Also provide information on how this financial support benefited the grant project.
3. A list and estimated dollar value of support from partnerships, volunteers, and in-kind services. Please include information on how this impacted the grant project.

E. Implementation

1. A schedule of the actual dates of project accomplishments (milestones).
2. A summary of the actual time expended on each phase of the project (i.e., planning, start-up, operation and evaluation (and until project became/becomes self-sustaining, if applicable)).
3. A summary of any special staffing needs.
4. A description of criteria for selecting equipment, actual effectiveness of chosen equipment, and recommended changes in equipment.
5. A discussion of problems encountered and corrective actions taken.
6. A discussion of conditions unique to this project.

F. Tonnages and Revenues Generated (if applicable)

1. The volume of empty CRV beverage containers collected (in pounds or tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type).
2. The volume of non-CRV materials collected by the project by material type (i.e., newsprint, corrugated, etc.).
3. The revenues received for the CRV beverage containers.
4. A description of how CRV revenues were expended.

G. Project Effectiveness

1. 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.).
2. A comparison of the outcomes achieved to the goal established at the start of the project.
3. Statistical data to support the outcomes.
4. Reach and frequency for all promotional and/or educational components, if applicable.