

NAME OF GRANT PROGRAM		GRANT NUMBER
2001/2002 Park Playground Accessibility and Recycling Grants		PB2-01-5131
GRANT RECIPIENT'S NAME		
City of Redlands		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED	
	\$50,000.00	
TERM OF GRANT AGREEMENT		
FROM: March 1, 2002	TO: February 28, 2004	

THIS AGREEMENT is made and entered into on this 1st day of March, 2002, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and City of Redlands (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

The Grantee agrees to perform the work described in the Work Statement attached hereto as Exhibit D according to the Budget attached hereto as Exhibit E.

The Grantee further agrees to abide by the provisions of the following exhibits attached hereto:

- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Project Completion Schedule
- Exhibit D - Work Statement
- Exhibit E - Budget

Exhibits A, B, C, D, AND E attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

The State agrees to fund work done by the Grantee in accordance with this Agreement up to the Total Grant Amount Not to Exceed specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates entered below.

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE'S NAME (PRINT OR TYPE)	
SIGNATURE		City of Redlands	
-		GRANTEE'S SIGNATURE	
Mark Leary, Executive Director		Karl N. Haws, Mayor	
DATE		DATE	
		March 19, 2002	
		Attest: Lorrie Boyzer, City Clerk	
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
		P. O. Box 3005 -- 35 Cajon Street Redlands, California 92373	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
\$50,000.00	2001/2002 Park Playground Accessibility and Recycling Grants		Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$50,000.00	3910-101-0005	106	2001
	FISCAL YEAR		
	2001/2002		
OBJECT OF EXPENDITURE (CODE AND TITLE)			
1000-75400-702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
-		1/30/02	

This grant may not be funded unless the proposed Grantee meets the following two conditions within ninety (90) days from the date of mailing of this Agreement by the California Integrated Waste Management Board: 1) the return of a complete and signed Grant Agreement; and 2) the full payment of all outstanding debts(s) owed by the proposed Grantee to the California Integrated Waste Management Board.

EXHIBIT A
TERMS AND CONDITIONS
PARK PLAYGROUND ACCESSIBILITY AND RECYCLING GRANT

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

- a. "CIWMB" means the California Integrated Waste Management Board.
- b. "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- c. "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.
- d. "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- e. "Grantee" means the recipient of funds pursuant to this Agreement.

1. Air or Water Pollution Violation. Under the State laws, 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) subject to 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 (c) finally determined to be in violation of provisions of federal law relating to air or water pollution.

2. 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.

3. Americans with Disabilities Act. The 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.)

4. Assignment, Successors, and Assigns.

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

5. Audit/Records Access. The Grantee agrees that the CIWMB, 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, 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.

or data as confidential when so designated by the Grantee in writing at the time it is furnished to the CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

11. 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, the CIWMB must be contacted immediately for clarification.

Current State Employees (Public Contracts Code (PCC) § 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 (PCC § 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. (PCC § 10420)

12. 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 the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such (sub)contract, the Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB 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 the CIWMB 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 the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

13. Controlling Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. Copyrights and Trademarks.

- a. The Grantee assigns to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
- b. The Board hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license

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 the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

23. 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 Executive 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 and/or to repay to the CIWMB any funds improperly expended.

24. Grantee's Indemnification and Defense of the State. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, 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 in the performance of this Agreement.

25. 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, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

26. Independent Capacity. Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.

27. 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. (Not applicable to public entities.)

28. No Agency Relationship Created. 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 the CIWMB.

29. Non-Discrimination Clause. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (GC § 12990 (a-f)) and California Code of Regulations, Title 2, Section 8103) (Not applicable to public entities.)

30. Ownership of Drawings, Plans, and Specifications. The CIWMB shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree that the CIWMB shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

31. Patents. The Grantee assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds.

39. 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.

40. Termination for Cause. The CIWMB 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, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement.

41. Time Is of the Essence. Time is of the essence of this Agreement.

42. Union Organizing. By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645 through 16649 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.
- 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.

43. Venue. 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.

44. 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.

45. Waste Reduction. In the performance of this Agreement, the Grantee shall use recycled content, recycled or reusable products, and practice other waste reduction measures, where feasible and appropriate.

46. Work Projects/Publicity and Acknowledgement. The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's use of materials. The Grantee must provide the CIWMB with copies of all final products identified in the Work Statement. The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

EXHIBIT B

PROCEDURES AND REQUIREMENTS

INTRODUCTION

These Procedures and Requirements, which are incorporated by reference into the Grant Agreement, describe signage requirements, administrative reporting requirements, instructions for obtaining payment of the grant, and fiscal control procedures to be followed in implementing the California Integrated Waste Management Board's (CIWMB) Park Playground Accessibility and Recycling Grant Program.

SIGNAGE REQUIREMENTS. Pursuant to Public Resources Code § 5096.309, the Grantee agrees to erect a sign pursuant to guidelines issued by the Secretary of the Resources Agency acknowledging the source of funds.

PROGRESS REPORTS. Failure to comply with the specified reporting requirements may result in termination of this Grant Agreement or suspension of any or all outstanding payment requests until such time as the Grantee has satisfactorily completed the reporting provisions.

A. Semi-Annual Progress Reports

The Grantee must submit *Semi-annual Progress Reports* to the Grant Manager based upon the following schedule:

<u>SEMI-ANNUAL AND ANNUAL</u>	<u>REPORT DUE</u>
March 2002 – August 2002	September 2002
September 2002 – February 2003	March 2003
March 2003 – August 2003	September 2003

Grantees must submit Progress Reports until the project is completed. These reports are required by the Grant Agreement. Approval of all reports by the Grant Manager is required **BEFORE** Payment Requests will be processed. The CIWMB may immediately suspend or terminate the Agreement if progress is deemed unsatisfactory. Any problems or delays must be reported immediately to the Grant Manager.

Each Semi-Annual Progress Report shall include the following information:

1. *Disclaimer Statement:* Include the following statement on the cover sheet of all Progress Reports:

"The statements and conclusions of this report are those of Grantee and not necessarily those of the California Integrated Waste Management Board, 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. *Executive Summary:* Summarize the objectives of the project and how these objectives have been met, or the principle reasons why the project objectives have not been met.
4. *Work Status:* Detail the status of each task set forth in the Work Statement. This description should discuss what products or results have been achieved, any problems encountered, or proposed changes to the project. Additionally, it should report any changes in management personnel. **Any changes or modifications to the Work Statement must be submitted in**

2. *Table of Contents.*
3. *Executive Summary:* Summarize the objectives of the entire grant project and how these objectives were accomplished. Include copies of all newspaper articles, flyers, or other public documents developed partially or in full from these grant funds by the Grantee, its contractor(s) or consultant(s) for this grant project.
4. *Conclusions:* Report any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the program.
5. *Recycled-Content Procurement form.* Complete the "Recycled-Content Procurement" form that was included with your "Notice to Proceed" and include it with your Final Report.
6. *Photographs.* The Grantee must submit two, 5X7 printed photographs of the completed playground project. Pre-construction photographs are highly recommended, however, not mandatory. Include digital copies of pictures on Final Report disc.
7. *Future Intent:* A statement of the Grantee's future intent to maintain or further develop the playground project.
8. *Final Payment Request:* Submit a Final Payment Request form and required supporting documents (see Submittal of Payment Requests)
9. *Contractor Summary:* List all contractors and subcontractors funded in whole or in part by the Grantee. For each contractor and subcontractor, include the name, address, a concise statement of work done, the time period in which the work was done, and the cost of each.

APPROVED FINAL REPORT

When the Final Report is approved, the Grantee shall submit one camera-ready copy (single-sided, unbound), and one electronic copy on a diskette.

GRANT PAYMENTS

A. General Requirements

1. The CIWMB shall reimburse the Grantee for performing only those services specified in the Budget Itemization and Grant application. The Grant Manager must approve in writing any deviations from the use of funds specified in the application before an expenditure for that item is made.
2. To receive payment the Grantee must submit a completed Grant Payment Request form and supporting documentation as described below in Section D "Submittal of Payment Request." Payments to the Grantee shall be made in arrears.
3. The Grantee shall provide evidence of meeting the minimum matching fund requirement for your grant. (Call the Grant Manager if you have any questions regarding matching funds.)
4. Payment will be made only to the designated Grantee. It will be the responsibility of the Grantee to pay all contractors and subcontractors for purchased goods and services.

3. Payment requests must include copies of documents supporting the claimed expenses (i.e., paid receipts, invoices documented as paid, canceled checks). Supporting documents must contain sufficient information or notations to establish that purchases made or costs incurred are eligible for payment. At a minimum, the documentation should include the name, amount, date of purchase for the expense, and payment evidence. Purchase orders or unpaid invoices will not be accepted as appropriate documentation of expenses.
4. Personnel expenditures must be computed on actual time spent on grant related activities. For calculating total personnel expense for each employee, the expenditures should be broken out by the classification(s) of the employee(s), the hourly wage, fringe benefits rate, and number of hours worked on grant activities.
5. Grant Payment Request forms must be submitted with an original signature. Copies of or faxed Grant Payment Request Forms cannot be approved for payment.

Mail Payment Requests To:

California Integrated Waste Management Board
Attn: (Name of your Grant Manager)
Special Waste Division, MS 22
1001 I Street
P.O. Box 4025
Sacramento, CA 95812-4025

D. Documentation

1. The following conditions must be met before Payment Requests can be approved for payment:
 - a. The Grantee has submitted the required Progress Report and the Grant Manager has approved it.
 - b. Prior to commencement of work, the Grant Manager has received copies of all applicable contracts and/or subcontracts.
 - c. The Grantee has obtained permit(s) or permit waiver(s) from appropriate governmental agencies and prior to commencement of work, the Grant Manager has received copies of all such documents.
2. The State shall make payment to the Grantee as promptly as fiscal procedures permit. The Grantee can typically expect payment within three to four weeks from the date a Payment Request is approved by the Grant Manager.
3. The Grant Manager will release the ten percent (10%) retention upon receipt and approval of the Final Report, Final Payment Request, and the required documentation demonstrating that the matching requirement has been satisfied.

Exhibit C

PROJECT COMPLETION SCHEDULE

DRAFT FINAL REPORT DUE	February 10, 2004
FINAL REPORT AND FINAL PAYMENT REQUEST DUE	March 10, 2004
GRANT CLOSE-OUT	May 31, 2004

Note: The Grant Agreement can be closed out upon completion of the project and satisfaction of all of the requirements of the Agreement, which may occur well before this schedule.

EXHIBIT D

Work Statement

Pre-installation

TASK 1

Engineering, Design and Specifications (Design/Build Contract through playground equipment manufacture)

TASK 2

Bid Document Preparation, Award

TASK 3

Purchase Playground Equipment, Including freight sales tax.

Installation Phase

TASK 4

Design/Build contract to include:

- a) Demolition and abatement of old equipment; site grubbing; site grading; sub-base preparation
- b) Construction of mobility-impaired accesses
- c) Installation of ground cover (sand)
- d) Installation of playground equipment (includes inspections)
- e) Installation of Pour-in-Place Surfacing
- f) Design and Construction/Signage

Post-installation Phase

TASK 5

Post-Installation Inspection

TASK 6

Survey of participant use

Task 7

Project evaluation (administrative oversight)

Notes: Copies of all contractual agreements that facilitate the work related to this grant for services or equipment must be submitted to the Grant Manager for record.

REPORTING REQUIREMENTS

The **GRANTEE** shall provide:

Semi-Annual Progress Reports. The Grantee shall submit *Semi-Annual Progress Reports* **prepared in accordance with the format specified in Exhibit B, Administrative Procedures and Requirements, of this agreement.** The reporting period begins when the Grant Agreement has been executed. *Semi-Annual Progress*

EXHIBIT E

Budget

Task	Grant Funds	Matching Funds
Pre-Installation Phase		
TASK I	\$0	\$500
TASK II	\$0	\$100
TASK III	\$18,180	\$18,180
Installation Phase		
TASK I	\$31,820	\$32,005
Post-Installation Phase		
TASK I	\$0	\$1,200
Subtotal	\$50,000	\$51,985
Total Project Cost:		\$101,985