



Meeting of the Board of Directors

December 20, 2017

REGULAR MEETING

Begins at 9:00 a.m.

City of Santa Rosa, Council Chambers

100 Santa Rosa Avenue

Santa Rosa, CA

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

December 20, 2017

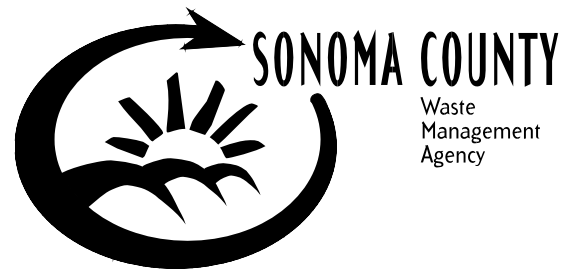
REGULAR MEETING

Begins 9:00 a.m.

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Note: This packet is 78 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

**December 20, 2017
REGULAR MEETING**

**Closed Session Begins at 8:30 a.m.
Regular Session begins at 9:00 a.m. or immediately after Closed
Session**

Estimated Ending Time 11:30 a.m.

City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA

Agenda

Item

1. Call to Order Regular Meeting
2. **Closed Session:** CONFERENCE WITH LEGAL COUNSEL
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director
3. Adjourn Closed Session / Call to Order Regular Session / Introductions
4. Agenda Approval
5. Public Comments (items not on the agenda)

Consent (w/attachments)

- 6.1 Minutes of the November 15, 2017 Special Meeting
- 6.2 December 2017 and January 2018 Outreach Calendar

- 6.3 Approval of Second Amendment with ECS Refining for E-waste Transport and Recycling Services
- 6.4 Approval of Agreement with California Product Stewardship Council for Grant Partnership
- 6.5 List of SCWMA Agreements and Expirations

Regular Calendar

- 7. Discussion and Possible Action on an Agreement for Rebranding and Website Design Services with The Engine is Red

[Thigpen] Action Recommended: Authorize the Chair to enter into an agreement with The Engine is Red for Brand Evaluation and Design Services and Website Design and Implementation Services.

- 8. Boardmember Comments
- 9. Staff Comments
- 10. Next SCWMA meeting: January 17, 2018
- 11. Adjourn

Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

Regular Calendar: These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

Public Comments: Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

Disabled Accommodation: If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Sonoma County Waste Management Agency Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

Noticing: This notice is posted 72 hours prior to the meeting at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa. It is also available on the internet at www.recyclenow.org



Date: November 22, 2017

To: SCWMA Board Members

From: Patrick Carter, SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of November 15, 2017

Item 6, Consent Items: Items 6.1 Minutes of the September 20, 2017 Regular Meeting, 6.2 October, November, and December 2017 Outreach Calendar, 6.3 Legislative Update, and 6.4 SCWMA FY 2017-18 First Quarter Financial Report were approved.

Item 7, Discussion and Possible Action on Assignment of Compostable Materials Transport Services and E-Waste Handling Agreements to Recology: Assignment of the two agreements was discussed by staff and the Board. Concern was expressed by a few Board members that a single year extension to the agreement may not be sufficient, but the agreements were not amended by the Board at the meeting. The assignment of the agreements was approved the required supermajority vote.



To: Sonoma County Waste Management Agency Board Members

From: Patrick Carter, Executive Director

Subject: December 20, 2017 Board Meeting Agenda Notes

Please note there will be a Closed Session discussion beginning at 8:30 a.m.

Consent Calendar

These items include routine financial and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 6.1 **Minutes of the November 15, 2017 Special Meeting:** regular acceptance.
- 6.2 **December 2017 and January 2018 Outreach Calendar:** This item provides an update on outreach events since the last meeting and upcoming outreach events. No action is required.
- 6.3 **Approval of Second Amendment with ECS Refining for E-waste Transport and Recycling Services:** This amendment would extend the agreement with ECS Refining, which currently expires on February 1, 2018, to June 30, 2018. This will give staff time to prepare an RFP to competitively bid the provision of these services in spring 2018. No changes beyond the term are included in this amendment. **Staff recommends the Board authorize the Executive Director to sign the Second Amendment to the Agreement for E-waste Transport and Recycling Services.**
- 6.4 **Approval of Agreement with California Product Stewardship Council for Grant Partnership:** SCWMA staff applied for and was awarded a \$75,000 grant to promote small reusable propane tanks. In the grant application, the SCWMA proposed working with the California Product Stewardship Council to accomplish the education, recruitment of businesses to sell, refill, and exchange propane containers, and provide temporary collection and/or incentive events for the public. Staff has already received the Notice to Proceed, and the term expires March 27, 2020. **Staff recommends the Board execute the Grant Partnership Agreement with the California Product Stewardship Program ("CPSC") for the duration of the CalRecycle Household Hazardous Waste HD 29 Small Project grant cycle. The grant term expires on March 27, 2020.**
- 6.5 **List of SCWMA Agreements and Expirations:** The Board requested a list of current SCWMA agreements at the November 15, 2017 SCWMA meeting. No action is required.

Regular Calendar

7. **Discussion and Possible Action on an Agreement for Rebranding and Website Design Services with The Engine is Red:** Staff received a total of eight proposals in response to rebranding and website redesign RFPs (three for rebranding and five for website redesign). Staff evaluated each proposal and determined that The Engine is Red to be the most responsive and highly rated in each project. As a result, staff negotiated a combined project to realize the synergies of common staff and project management of both projects together. The project will be completed on a time and materials basis with a project limit not to

exceed \$150,000, the amount budgeted for these two projects collectively. **Staff recommends the Board authorize the Chair to sign an agreement with The Engine is Red for Brand Evaluation and Design Services and Website Design and Implementation Services.**



Minutes of the November 15, 2017 Meeting

The Sonoma County Waste Management Agency met on November 15, 2017, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

Board Members Present:

City of Cloverdale	Melanie Bagby	City of Santa Rosa	John Sawyer
City of Cotati	Susan Harvey	City of Sebastopol	Henry Mikus
City of Healdsburg	Brent Salmi	City of Sonoma	Madolyn Agrimonti
City of Petaluma	Dan St. John	County of Sonoma	Susan Gorin
City of Rohnert Park	Don Schwartz	Town of Windsor	Deb Fudge

Staff Present:

Executive Director/Acting Clerk	Patrick Carter	Staff	Thora Collard
Counsel	Ethan Walsh		Kristin Thigpen
			Courtney Scott
			Felicia Smith

1. Call to Order Special Meeting

Closed session was called to order at 8:00 a.m.

2. Closed Session:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director

3. Adjourn Closed Session at 9:04 a.m.

Call to Order Regular Meeting

Regular meeting was called to order at 9:09 a.m.

4. Agenda Approval

5. Public Comments (items not on the agenda)

None

6. Consent (w/attachments)

- 6.1 Minutes of the September 20, 2017 Regular Meeting
- 6.2 October, November, and December 2017 Outreach Calendar
- 6.3 Legislative Update
- 6.4 SCWMA FY 2017-18 First Quarter Financial Report

Public Comments:

None.

The motion for approval of items 4.1, 4.2, 4.3 and 4.4 was made by Henry Mikus, City of Sebastopol, and seconded by Susan Gorin, County of Sonoma. Don Schwartz, City of Rohnert Park requested to abstain from consent item 4.1 due to Rohnert Park's absence at that meeting.

Item 4.1

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	AYE
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	Abstain	Town of Windsor	AYE

AYES -9- NOES -0- ABSENT -0- ABSTAIN -1-

Motion passed.

Items 4.2, 4.3, and 4.4

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	AYE
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Motion passed.

Regular Calendar

7. Discussion and Possible Action on the Assignment of Compostable Materials Transport Services and E-Waste Handling Agreements to Recology.

Executive Director Carter presented a staff report recommending assignment of the two SCWMA agreements to Recology and clarified that the 3% increase cost was for the E-waste agreement only.

Board Discussion

Dan St. John, City of Petaluma, commented that he has not seen any official documentation regarding the Articles of Incorporation for the official corporation listed in the agreement. Mr. St. John requested clarification on the documentation pertaining to its officers and organizational structure.

Megan Butler from Recology reported on the corporate structure and stated the official articles of incorporation were supplied to R3.

Don Schwartz, City of Rohnert Park, commented that a one year extension agreement may not provide enough of an evaluation period and suggested a longer extension.

Mr. Carter responded that one year should be sufficient to evaluate that ability of Recology to handle our waste flow.

Ms. Harvey echoed the concern that one year may not be long enough.

Mr. Sawyer asked if there are any downfalls to extending the agreement for a longer period.

Mr. Carter commented that he did not see any negatives to a longer extension except being tied to this financial structure.

Mr. Sawyer asked if the agreements could be extended again at a later date.

Mr. Carter acknowledged that it was a possibility to extend again.

Megan Butler from Recology stated that they would be open to additional extensions during the agreement period.

Mr. St. John asked that our procurement rules be provided in the coming months to make sure the SCWMA is following proper procedures.

Public Comments

None.

Dan St. John, City of Petaluma, motioned to approve the assignment of the Compostable Materials Transport Services and E-Waste Handling Services agreements to Recology and Susan Gorin, County of Sonoma, seconded the motion.

Vote Count:

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	AYE
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	AYE

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

Motion passed.

6. Boardmember Comments

Mr. Mikus asked for a list of all current contracts and their expiration dates.

7. Staff Comments

Mr. Carter mentioned that we will be reducing the amount of printed agenda packets available at the meetings. Only two bound copies will be available to the public in binders.

Mr. Carter announced that the SCWMA will be sponsoring four special hazardous materials collection events in response to the increased awareness of household toxics due to the recent fires.

Ms. Fudge complimented the organization at the toxic pickup in Windsor.

Mr. Schwartz inquired about the status on the Safe Meds Ordinance.

Mr. Carter responded that it was his understanding that the Safe Meds Ordinance would be presented in the new calendar year.

Mr. Schwartz commented that the Safe Meds collection events have the hidden cost of staffing time and he wanted to bring that to the Board's attention

Mr. Carter commented that the completion of the RFP for the rebranding has been delayed. Three responses were received for the rebranding project and five for the website project.

Mr. Sawyer commented that the next meeting will be a limited agenda on December 20, 2017

8. Next SCWMA meeting: December 20, 2017

9. Adjournment:
The meeting adjourned at 9:43 a.m.

Submitted by: Patrick Carter



Agenda Item #: **6.2**
 Agenda Date: **12/20/2017**

ITEM: **December 2017 and January 2018 Outreach Calendar**

December 2017 Outreach Events

Day	Time	Event
2	11 AM – 1 PM	UCCE Compost Workshop in Spanish – Santa Rosa
2	8:30 AM-3:30 PM	Community Toxic Collection – Guerneville **Special Flood Awareness CTC
3	8:30 AM-3:30 PM	Community Toxic Collection – Sonoma Valley **Special Fire Awareness CTC
3	1 PM-4 PM	Binational Health Week Windsor – Windsor
5	4 PM – 8 PM	Community Toxic Collection – Santa Rosa, West
6	8 AM-12 PM	Petaluma DMV Outreach - Petaluma
8	1:30 PM – 2:30 PM	Organics & Recycling Assessment at CA State General Services Bldg – Santa Rosa
8-10	9 AM – 5 PM	E-Waste & Mattress Collection Event – Petaluma
12	4 PM – 8 PM	Community Toxic Collection - Sebastopol
13	8 AM-12 PM	Petaluma DMV Outreach - Petaluma
15	9 AM – 11:30 AM	Annual Career Day at Cali Calmecac - Windsor
20	9 AM – 10 AM	Graton Labor Center presentation -Graton
20	8 AM-12 PM	Petaluma DMV Outreach - Petaluma

January 2018 Outreach Events

Day	Time	Event
2	4 PM – 8 PM	Community Toxic Collection - Kenwood
6	4 PM – 7 PM	Dia de Reyes Celebration - Roseland in Santa Rosa
5-7	9 AM – 5 PM	E-Waste & Mattress Collection Event – Santa Rosa
9	4 PM – 8 PM	Community Toxic Collection – Santa Rosa, East
16	4 PM – 8 PM	Community Toxic Collection - Sonoma
17	9 AM – 10 AM	Graton Labor Center presentation - Graton
23	4 PM – 8 PM	Community Toxic Collection - Cloverdale
30	4 PM – 8 PM	Community Toxic Collection - Healdsburg



Agenda Item #: **6.3**
Cost Center: **HHW**
Staff Contact: **Scott**
Agenda Date: **12/20/2017**
Approved By:

ITEM: Approval of the Second Amendment to the Agreement with ECS Refining for E-waste Transport and Recycling Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the Executive Director to sign the Second Amendment to the Agreement for E-waste Transport and Recycling Services.

II. BACKGROUND

The Sonoma County Waste Management Agency (SCWMA) manages electronic waste (e-waste) as a category of household hazardous waste. E-waste is collected at all five of the County Transfer Stations (Annapolis, Central, Guerneville, Healdsburg, and Sonoma) and then taken to Central Landfill for sorting. Once sorted and packaged, the e-waste is transported to ECS Refining's recycling facility located in Stockton, CA. The current agreement with the ECS Refining expires February 11, 2018.

III. DISCUSSION

The SCWMA and ECS Refining entered into an Agreement for E-Waste Transport and Recycling Services on June 1, 2012. Similarly, the First Amendment to Agreement for E-Waste Transport and Recycling Services was brought to the Board on January 18, 2017 and detailed a new payment structure.

Staff desires to enter into a Second Amendment to the Agreement for E-Waste Transport and Recycling Services to extend the term to June 30, 2018. No other changes to the agreement are proposed. This will allow the SCWMA time to go out to bid in the spring of 2018.

IV. FUNDING IMPACT

The Second Amendment will keep the payment structure set forth in the First Amendment. Staff estimates \$112,000 in annual revenue based on the amount of material received in 2016.

V. ATTACHMENTS

Second Amendment to the Agreement with ECS Refining for Electronic Waste Transport and Recycling Services
Resolution

SECOND AMENDMENT TO AGREEMENT FOR E-WASTE TRANSPORT AND RECYCLING SERVICES

This Second Amendment to Agreement for E-Waste Transport and Recycling Services ("Second Amendment") is made as of the 20th day of December, 2017, by the Sonoma County Waste Management Agency ("Agency") and ECS Refining, LLC. ("Contractor").

RECITALS

- A. Agency and Contractor entered into that certain Agreement for E-Waste Transport and Recycling Services (the "Agreement") dated June 1, 2012; and
- B. Agency and Contractor amended a certain Agreement for E-Waste Transport and Recycling Services ("First Amendment") dated January 18, 2017; and
- C. The First Amendment contains an expiration date of February 11, 2018. The Agency and Contractor desire to extend the term of the Agreement to expire on June 30, 2018.

AMENDMENT

1. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2018, unless terminated earlier in accordance with the provisions of Article 4 below."

2. No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the First Amendment shall remain unchanged and shall continue on in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for E-Waste Transport and Recycling Services on the day and year first above written.

AGENCY:

SONOMA COU COUNTY WASTE
MANAGEMENT AGENCY

By: _____
Patrick Carter, Executive Director

Date: _____

CONTRACTOR:

ECS REFINING, LLC

By: _____
Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

DATED: December 20, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA")
AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE SECOND AMENDMENT TO THE AGREEMENT
WITH ECS REFINING FOR E-WASTE TRANSPORT AND RECYCLING SERVICES

WHEREAS, the SCWMA and ECS Refining entered into an agreement on June 1, 2012 to transport and recycle e-waste collected at Sonoma County's transfer stations; and

WHEREAS, the SCWMA and ECS Refining amended a certain agreement for E-Waste Transport and Recycling Services on January 18, 2017; and

WHEREAS, the term of the aforementioned amendment will expire on February 11, 2018 unless amended by the SCWMA; and

WHEREAS, the SCWMA desires to extend the term of this agreement to June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that Board of Directors of the SCWMA approves of this Second Amendment to this Agreement with ECS Refining, extending the term of the agreement to June 30, 2018.

BE IT FURTHER RESOLVED Board authorizes the Executive Director to sign the Second Amendment to this Agreement with ECS Refining.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

AYES: -- NOES: -- ABSENT: -- ABSTAIN: --

SO ORDERED.

The within instrument is a correct copy
of the original on file with this office.

ATTEST: DATE:

Patrick Carter
Acting Clerk of the Sonoma County Waste Management
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: **6.4**
Cost Center: **HHW**
Staff Contact: **Scott**
Agenda Date: **12/20/2017**
Approved By:

ITEM: Approval of Agreement with the California Product Stewardship for Grant Partnership

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board execute the Grant Partnership Agreement with the California Product Stewardship Program ("CPSC") for the duration of the CalRecycle Household Hazardous Waste HD 29 Small Project grant cycle. The grant term expires on March 27, 2020.

II. BACKGROUND

More than four million disposable one-pound propane tanks are used every year in California. Many people improperly dispose of them in garbage cans or at camp grounds, leaving the sites, garbage trucks, transfer stations, and employees at risk of explosion, fire, and injury.

Refillable one-pound propane tanks are a new product that are designed to be refilled like larger barbeque tanks but are the same size and dimensions as traditional one-pound propane tanks. Refillables last up to twelve years and will reduce metal waste; save labor and disposal costs at Household Hazardous Waste (HHW) facilities; reduce hazard risks; and save customers money.

In March of 2017, the SCWMA partnered with CPSC to submit a grant application to CalRecycle for the implementation of a pilot project to promote the use of refillable one-pound propane tanks. In August 2017, SCWMA received the Award Notification from CalRecycle, and in October, CalRecycle granted the Notice to Proceed on the project.

III. DISCUSSION

SCWMA was awarded a \$75,000 grant for the project and CPSC will be responsible for the projects as detailed in Exhibit C – Scope of Work in the Agreement. Project details include recruiting more retail locations to sell, refill, and exchange refillable one-pound cylinders; installing receptacles at outdoor locations (including Sonoma County Regional Parks campgrounds) for the collection of disposable cylinders; provide temporary collection and/or incentive events for the public; and providing general HHW outreach and education, specifically relating to one-pound propane cylinders, to the public and to retailers. The grant term is from July 1, 2017 to March 27, 2020.

IV. FUNDING IMPACT

All activities will be covered under the \$75,000 grant. Collection and disposal of the single-use cylinders at the new outdoor receptacles will be covered during the grant period, but will become

the responsibility of the site owner or the HHW program after the grant term.

V. ATTACHMENTS

Grant Partnership Agreement with the California Product Stewardship Program
Resolution

GRANT PARTNERSHIP AGREEMENT

PROJECT:

THIS AGREEMENT is made and entered into on the day shown for its execution by the **Sonoma County Waste Management Agency**, hereinafter designated as "AGENCY," and the **California Product Stewardship Council**, a California corporation, hereinafter designated as "CPSC."

RECITALS

- A. The AGENCY desires to obtain partners to assist with the implementation of the HD 29 Grant Number HD 29-17-0067 (the "Grant"), awarded by the Department of Resources Recycling and Recovery, which is incorporated by reference, hereinafter designated as the "PROJECT."
- B. It is the mission of CPSC to shift California's product management system from one focused on government funded and ratepayer financed waste diversion to one that relies on producer responsibility in order to reduce public costs and drive improvements in product design that promote environmental sustainability.
- C. AGENCY desires and agrees to contract with CPSC, as an independent organization, and CPSC desires and agrees to provide assistance to AGENCY as an independent organization, and
- D. The activities under this agreement will further CPSC's exempt (educational) purposes because they are "non-profit" in character and will serve the public good and not just particular individuals or organizations.
- E. CPSC warrants that it possesses the skill, experience, ability, background, certification and knowledge to provide the Services described in this Agreement and pursuant to the terms and provisions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. **SCOPE OF WORK.** The scope of work to be provided by CPSC under this Agreement shall include, but is not limited to, providing consulting, and related services, to assist AGENCY with implementing the Grant, as set out in EXHIBIT "C". All work shall comply with the Terms and Conditions and Procedures and Requirements that govern the Grant, as more particularly set forth in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by this reference. In interpreting the Scope of Work reference may be made to the Grant Agreement, including EXHIBITS "A" and "B".

1.1. CPSC TO WORK WITH AGENCY. All work by CPSC shall require that CPSC interact with the AGENCY so as to accomplish the result sought by the AGENCY. AGENCY's Executive Director, Patrick Carter, is the AGENCY's authorized representative for interpreting and enforcing the terms and provisions of this Agreement relating to the scope of work to be performed. The AGENCY's Executive Director may delegate his authority to any designee(s) he may select in his sole and absolute discretion (hereinafter referred to as the "AGENCY's Representative").

2. TIME FOR PERFORMANCE

2.1. The services of CPSC are to commence no sooner than October 1, 2017 or upon the date of the execution of the Agreement which ever is the later, and shall continue until all authorized work is approved by the AGENCY's Representative. Time is of the essence in the performance of work provided for in this Agreement. CPSC shall perform all work in a diligent and workmanlike manner. CPSC shall complete each task in accordance with the schedule of performance attached hereto as EXHIBIT "C."

2.2. In the event that a dispute arises between AGENCY and the CPSC as to the interpretation of this Agreement, or the compensation rendered hereunder, or the time for completion of the work, CPSC will not be excused from any scheduled completion date provided for by this Agreement. CPSC shall diligently proceed in a workmanlike manner with all work. No work may be delayed or postponed by CPSC pending resolution of a dispute or disagreement with the AGENCY unless the AGENCY so agrees in writing.

2.3. The work will be performed on a continuous, ongoing basis. CPSC will teleconference with the AGENCY's Representative as needed, but in no event less than once per month, to evaluate work load and schedule upcoming activities and staffing needs.

2.4. CPSC shall submit all requests for extensions of time for performance in writing to the AGENCY's Representative no later than ten (10) calendar days after the occurrence of any event or condition which purportedly caused the delay, and in no event later than the date on which performance is to be complete. The AGENCY's Representative, in their sole and absolute discretion, shall review all such requests and will grant CPSC reasonable time extensions for unforeseeable delays which are beyond CPSC's control. The AGENCY's Representative's decision in this regard shall be controlling.

- 2.5. For all time periods not specifically set forth herein, CPSC shall respond in the most expedient and appropriate manner under the circumstances, i.e., telephone, fax, hand delivery, mail, electronic file transfer, or e-mail.
3. **DESIGN CRITERIA AND STANDARDS.** All work must comply with all applicable County, State and Federal laws, codes, ordinances and regulations.
4. **INDEPENDENT ORGANIZATION.** The AGENCY and CPSC are and at all times shall remain independent contractors as to each other, and no joint venture, partnership, AGENCY or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied as a result of this Agreement. CPSC acknowledges that CPSC shall not be covered under the AGENCY's employee benefit plan. Except as is expressly set forth in this Agreement, each party will bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like. Neither party has the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party. CPSC shall provide a list of its agents, sub-contractors and employees performing any work in connection with the work provided for in this Agreement. CPSC's engineers, environmental scientists, draftsmen, surveyors, inspectors, agents, sub-contractors and employees will be subject to the approval of the AGENCY's Representative. Only competent workers may provide the services. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, will be immediately removed from the work by CPSC and not re-employed on the PROJECT.
5. **WORKER'S COMPENSATION.** CPSC acknowledges the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. CPSC will comply with Labor Code requirements and provide certification of compliance upon execution of this Agreement or, in the discretion of the AGENCY's Representative, not later than commencement of the work to be performed under this Agreement. The workers' compensation certificate must include a waiver of subrogation endorsement.
6. **LIABILITY INSURANCE.** CPSC, at its expense, shall secure and maintain in force for the term of this Agreement, insurance policies which will insure, indemnify and protect CPSC, its officers, employees, and/or agents, and the AGENCY, and its officers, officials, employees, volunteers, independent contractors and/or agents from claims for bodily injury, death, or property

damage which may arise as a result of CPSC's operations under this Agreement, whether those operations be employed by them directly or indirectly. Said policies will not be for less than the following amounts, and must name the AGENCY, its officers, officials, employees, volunteers, independent contractors and/or agents as additional named insureds:

6.1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

- a. Commercial General Liability coverage
- b. Automobile Liability
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors and Omissions liability insurance appropriate to the CPSC's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

6.2. MINIMUM LIMITS OF INSURANCE. CPSC shall maintain insurance policy limits no less than:

- a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the project, location or the general aggregate limit shall be twice the required occurrence.
- b. Automobile Liability: \$1,000,000 combined single limit.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

6.3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the AGENCY. At the option of the AGENCY, the AGENCY may require either: (i) that the insurer reduce or eliminate deductibles or self-insured retentions with respect to the AGENCY, its officers, officials, employees and volunteers, or (ii) that CPSC provide a financial guarantee satisfactory to the AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- a. The policies must contain, or be endorsed to contain, the following provisions.

- i. The AGENCY, their officers, officials, employees, volunteers, and agents are to be covered as additional named insureds with respect to: liability arising out of activities performed by or on behalf of CPSC; products and completed operations of CPSC; premises owned, leased or used by CPSC; or automobiles owned, leased, hired or borrowed by CPSC. The coverage may not contain any special limitations on the scope of protection afforded to the AGENCY, its officers, officials, employees, volunteers, or agents.
 - ii. CPSC's insurance coverage will be the primary insurance with respect to the AGENCY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, volunteers, or agents is in excess of CPSC's insurance and shall not contribute to it.
 - iii. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the AGENCY, their officers, officials, employees, volunteers or agents.
 - iv. Coverage will state that the CPSC's insurance will apply separately to each insured against whom claim(s) is/are made or suit(s) is/are brought, except with respect to the limits of the insurer's liability.
- a. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the AGENCY, its officers, officials, employees, volunteers, or agents for any and all losses arising from work performed by CPSC for the AGENCY.
 - b. All Coverages. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled, reduced, in coverage or in limits, unless thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the AGENCY.
 - c. Subcontractors. CPSC shall include all subcontractors as additional named insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors are subject to the requirements stated in Section 6 of this Agreement.

- d. Work Termination. In the event that any of the above insurance policies should lapse or be canceled or terminated within the period of the contract, CPSC shall cease all work under this Agreement until such time as adequate insurance is reinstated pursuant to the terms of this Agreement.
- e. Notification of Claims and/or Actions. CPSC will notify AGENCY within seven (7) calendar days of CPSC's actual knowledge of any and all claims made and/or actions filed against CPSC or any officer, agent, servant or employee of CPSC, for any cause whatsoever arising out of the work to be performed by CPSC pursuant to this Agreement.
- f. Maintenance of insurance by the CPSC as specified in this Agreement not be interpreted as relieving CPSC of any responsibility whatsoever and the CPSC may carry, at its own expense, such additional insurance as it deems necessary.
- g. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under the California Civil Code.

6.4. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the AGENCY.

6.5. VERIFICATION OF COVERAGE. CPSC shall furnish the AGENCY with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the AGENCY or other forms provided these endorsements conform to AGENCY requirements. All certificates and endorsements are to be received and approved by the AGENCY before work commences. The AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

7. INDEMNIFICATION. CPSC shall defend, indemnify, and hold harmless AGENCY, its officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including without limitation, death, and/or property damage, which may arise from the

intentional or negligent acts or omissions of CPSC in the performance of services rendered under this Agreement by CPSC, or any of CPSC's officers, agents, employees, contractors, or subcontractors.

8. **PROFESSIONAL ABILITY OF CPSC.** The AGENCY has relied upon the professional training and ability of CPSC to perform the services and scope of work hereunder as a material inducement to enter into this Agreement. CPSC shall therefore provide properly skilled professional and technical personnel to perform all services required by it to be performed under this Agreement. All work performed by CPSC must be in accordance with all applicable legal requirements and meet and conform to the standard of quality ordinarily to be expected of competent professionals in CPSC's field of expertise. Except where the Scope of Work calls for CPSC to provide an opinion or further services to complete the prior preliminary work of other professionals, CPSC will have the right to rely upon the accuracy of AGENCY documents and information provided to CPSC by the AGENCY.
9. **NO CONFLICT OF INTEREST.** CPSC (including principals, associates and professional employees) covenants and represents that it does not now have any investment or other interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CPSC's services under this Agreement. CPSC further covenants and represents that in the performance of its duties, no person having any such interest will perform any services under this Agreement. Furthermore, CPSC will not be financially interested in any other AGENCY contract for this project. CPSC will indemnify and hold harmless the AGENCY, under Section 7 above, for any claims or damages resulting from the CPSC's violation of this Section. Notwithstanding the foregoing, CPSC is not a designated employee within the meaning of the Political Reform Act because CPSC (a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the AGENCY other than normal agreement monitoring; and (b) possesses no authority with respect to any AGENCY decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].
10. **OWNERSHIP OF DOCUMENTS.** All plans, studies, computations, specifications, including details, computations, and other documents or writings, prepared or provided by and for CPSC, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, will become the sole property of the AGENCY, and AGENCY shall have the right to use those materials in its sole discretion without further compensation to CPSC or to any other

party. CPSC shall, at its sole expense, provide such reports, plans, studies, documents and other writings to the AGENCY with seven (7) days of the AGENCY's written request. CPSC may, however, retain a copy of all material provided and produced pursuant to this Agreement for the purpose of documenting CPSC's participation in performing the scope of work provided in this Agreement. The CPSC will be granted an unlimited right to utilize the materials provided and produced pursuant to this Agreement for CPSC's charitable purposes.

10.1. CONFIDENTIALITY. All ideas, memoranda, appraisals, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to CPSC in connection with the performance of this Agreement will be held confidential by CPSC.

10.2. DELIVERABLES. All printed material, if any, required to be submitted by CPSC as a final and deliverable product that is produced using computer software will include, as part of that deliverable product, copies of all pertinent computer files on CD-ROM, IBM format. CPSC may, however, submit said computer files in the format of the program from which the files originated. All printed materials submitted to the AGENCY will be printed on both sides using at least 50% recycled paper, minimum 20% post consumer content unless otherwise requested by the AGENCY.

10.3. DATA PROVIDED TO CPSC. Upon request, the AGENCY shall provide to CPSC, without charge, all data, including reports, records, and other information, now in AGENCY's possession, which may facilitate the timely performance of the services to be provided under this Agreement.

11. COMPENSATION. All compensation payable to CPSC under this Agreement will be paid by the AGENCY. CPSC acknowledges and recognizes that services under this Agreement are paid for with taxpayer and ratepayer dollars provided through a grant from the Department of Resources Recycling and Recovery and that a heightened duty of care exists to ensure that CPSC scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the scope of work pursuant to this Agreement. CPSC may not use professionals for secretarial work. Under no circumstances may CPSC bill AGENCY for scheduling appointments or taking care of matters or work which would otherwise be work performed by a secretary.

11.1. For work performed by CPSC in accordance with this Agreement, AGENCY shall pay CPSC on a time and materials basis, up to the contract limit of \$71,560.00 in accordance with the rates set forth in

the Fee Schedule EXHIBIT "D" including media buys, printing costs and hardware purchases. All work performed by CPSC shall be in accordance with the Grant as specified in EXHIBIT "B." Any work deemed an ineligible cost by the Department of Resources Recycling and Recovery will be the sole financial responsibility of CPSC. All purchases over \$250 are subject to pre-approval by the AGENCY's Representative.

- 11.2. No contract price change may be made during the term of this Agreement without the prior written approval of the AGENCY's Representative. No work may be performed by CPSC in excess of the total contract price without the prior written approval of the AGENCY's Representative.
- 11.3. CPSC's compensation for all work performed in accordance with this Agreement, and all costs, fees and expenses will not exceed the total contract price of \$71,560.00. CPSC may send monthly invoices to the AGENCY for its services rendered, which may include services under any task as described in EXHIBIT "C." When a CPSC invoice includes payments to sub-contractors, copies of sub-contract invoices must be included with the invoice.
- 11.4. The AGENCY reserves the right to withhold the final payment to the extent that:
 - a. There is defective work not remedied by the CPSC; or
 - b. There are claims against the CPSC or any of its subcontractors for labor or materials furnished; or
 - c. The CPSC has not made proper payments to subcontractors, employees or materialmen; or
 - d. The CPSC has defaulted on any other term or condition of this Agreement.
- 11.5. The acceptance by CPSC of the final payment will constitute a waiver of all claims by CPSC except those previously made in writing and still unsettled.
- 11.6. Payments to CPSC will be reported to the Internal Revenue Service. Those payments will be reported on the CPSC's Federal Identification Number.
- 11.7. CPSC shall maintain accounting records including the following information: names and titles of employees, agents or subcontractors, types of work performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

- 11.8. CPSC shall maintain complete and accurate records with respect to the cost, expenses and receipts and other information required by the AGENCY for any services provided where compensation is based on hourly rates, subcontractor costs or other direct costs. CPSC shall maintain accurate records of services provided in sufficient detail to permit an evaluation of services and a possible State audit of the Grant. All such records will be maintained in accordance with generally-accepted accounting principles and must be clearly identified and readily accessible. In addition to the accounting records, CPSC will: (i) allow the AGENCY the right to examine and audit it, and to make transcripts thereof as necessary; (ii) allow inspections of all work, data, documents, proceedings and activities relating to this Agreement. The records, together with supporting documents, will be kept separate from other documents and records and will be maintained for a period of three (3) years after receipt of final payment.
- 11.9. CPSC shall submit monthly invoices to AGENCY describing the Services performed during the preceding month. All invoices must be itemized, and state that the services were performed and were necessarily incurred. The itemized statement will specifically set forth compensation and expenses by assigned task as described in EXHIBIT "C," the total compensation and expenses for each task billed as of the date of the statement, and the total billing for all compensation and expenses from contract inception to the date of the statement. The AGENCY reserves the right to require substantiation of any item of claimed expense. Overly generalized listing of task descriptions are not acceptable; rather, CPSC shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing the task description. Any work product or memoranda or other written material described in the entries shall be produced for the AGENCY as requested. Billings under this Agreement will not be provided in more than six minute increments and shall represent the devotion of a full six minutes before such an increment is billed. Under no circumstances may CPSC use "block billing" procedures, wherein a list or series of activities is done each day with only an aggregate amount of time specified. Instead, CPSC shall provide a fully detailed specific entry for each separate task and subtask reflecting the time for the task or subtask. The AGENCY Board of Directors shall act to approve or deny each invoice submitted by CPSC within thirty (30) days from receipt of the invoice. Payments shall be mailed to CPSC within ten (10) days of the AGENCY Board of Directors' approval.

11.10. EXTRA WORK. At any time during the term of this Agreement, AGENCY may request that CPSC perform “extra work.” As used in this Agreement, “extra work” means any work which is determined by the AGENCY to be necessary for the proper completion of the PROJECT, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Agreement. CPSC shall not perform, nor be compensated for, extra work without the prior written authorization of the AGENCY’s Representative. No contract price changes may be made during the term of this Agreement without the prior written authorization of the AGENCY’s Representative.

12. TERMINATION OF AGREEMENT. This Agreement may be terminated by the AGENCY immediately for cause or by either party without cause upon written notice of termination. Upon termination, CPSC will be entitled to compensation for services performed up to the effective date of termination. If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand that the default be cured within ten (10) days of the date of the notice.

12.1. If the defaulting party fails to cure the default within ten days of the notice, or, if more than ten (10) days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within ten (10) days of the notice, the demanding party may terminate this Agreement immediately upon written notice to the defaulting party.

12.2. If any portion of the work is terminated or abandoned by the AGENCY, then the AGENCY shall pay CPSC for any work completed up to and including the date of termination or abandonment of that portion of the work, in accordance with the Section 11 (Compensation). The AGENCY shall compensate CPSC only for work performed in accordance with this Agreement up to and including the date of termination. Notification of termination of work will be provided by the AGENCY’s representative.

12.3. The AGENCY Board may terminate this Agreement at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the AGENCY is prevented from proceeding with this Agreement by an act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of

a public authority, upon receipt of written notice of the AGENCY Board's termination.

13. **ASSIGNMENT AND DELEGATION.** The parties recognize that a substantial inducement to the AGENCY for entering into this Agreement is the professional reputation, experience, and competence of CPSC. This Agreement and any portion thereof may not be assigned or transferred, nor may any of the CPSC's duties be delegated, without the express written consent of the AGENCY. Any attempt to assign or delegate this Agreement without the express written consent of the AGENCY is void and of no force or effect. Consent by the AGENCY to one assignment may not be deemed to be a consent to any subsequent assignment. CPSC shall provide qualifications of assignees for review by the AGENCY, which will not unreasonably withhold consent. CPSC may not subcontract any portion of the work to be performed without the prior written authorization of the AGENCY. If the AGENCY consents to a subcontract, CPSC will be fully responsible to the AGENCY for all acts or omissions of subcontractor. Nothing in this Agreement creates any contractual relationship between the AGENCY and subcontractor nor does it create any obligation on the part of the AGENCY to pay or to see to the payment of any monies due to any subcontractor unless required by law. This Agreement inures to the benefit of and is binding upon the parties and their respective successors and assigns.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the complete and exclusive statement of the agreement between the AGENCY and CPSC. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
15. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of this Agreement is to be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to the parties.
16. CPSC, and any sub-contractor under it, shall take affirmative action to ensure that minority and women business enterprises will be afforded the full opportunity to submit bids for subcontracts to the maximum extent feasible. Further, there may be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.
17. This Agreement is the product of negotiation and may not be strictly construed for or against either party, but should instead be interpreted fairly in accordance with the intent expressed herein. Should any provision of this Agreement be adjudged to be invalid, the Agreement will be construed

as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are severable.

18. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto. The AGENCY's representative is the authorized representative of the AGENCY and may act on its behalf.
19. ATTORNEY'S FEES AND VENUE. In the event any legal action or proceeding, including an action for declaratory relief, is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for breach of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all reasonable and necessary attorney's fees, costs and expenses including CPSC staff time at billing rates effective at the time of litigation or arbitration, or AGENCY staff time, incurred by the prevailing party. Any action brought relating to this Agreement will be brought exclusively in a state court of competent jurisdiction within the County of Tehama, State of California.
20. NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, must be IN WRITING and shall be personally delivered or mailed to the respective party as follows:

TO AGENCY:

Sonoma County Waste Management Agency
Attn: Courtney Scott
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403

TO CPSC:

California Product Stewardship Council
Attn: Heidi Sanborn, Executive Director
1822 21st Street, Ste. 100
Sacramento, CA 95811

- 20.1 Either party may change its address by notice to the other party as provided in this section. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) five working days following the deposit in the United States Mail or registered or certified mail, postage

prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of CPSC and the AGENCY. If requested by the AGENCY, CPSC shall provide evidence that the individuals signing the document are authorized to do so. [As a corporation, proof of authorization may be established (pursuant to Corporation Code Section 313) if one of the corporate officers listed in column A below and one of the corporate officers listed in column B below, both sign the documents.

A	AND	B
Chairman of Board,		Secretary,
or		or
President,		Assistant Secretary,
or		or
Vice President		Chief Financial Officer
		or
		Assistant Treasurer

- 21.1. For any other combination of signatures or corporate officers, a copy of the Board minutes, resolution, or articles of incorporation may be submitted to establish that the individuals have the authority to bind the corporation.
22. WAIVER AND SEVERABILITY. Waiver of a breach or default under this Agreement does not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. If any term or provision of this Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue in full force and effect.
23. EXECUTION. This Agreement may be executed in several counterparts, each of which constitute one and the same instrument and are binding upon the parties when one copy hereof has been signed by both parties. In approving this Agreement, it is not necessary to produce or account for more than one such counterpart.
24. CAPTIONS FOR REFERENCE ONLY. The captions of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement, hereby agree to the full performance of the covenants contained in this Agreement and have caused this Agreement to be executed by affixing their signatures below.

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____ Date: _____
Patrick Carter, AGENCY Executive Director

APPROVED AS TO FORM:

_____ Date: _____
Ethan Walsh, AGENCY Legal Counsel

CALIFORNIA PRODUCT STEWARDSHIP COUNCIL

By: _____ Date: _____

Print name: Heidi Sanborn Title: Executive Director

ATTEST:

By: _____ Date: _____

Print name _____ Title: _____

Federal Employer I.D. No. 77-0695467

Corporate ID Number: _____

EXHIBIT A TERMS AND CONDITIONS

Household Hazardous Waste Grant Program Fiscal Year 2017-18

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 Household Hazardous Waste 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.

CHARTER CITIES

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

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.

RELIABLE CONTRACTOR DECLARATION

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 of 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.

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.

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

HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM 29th Cycle (Small Projects) – Fiscal Year 2017–18

REVISED July 2017

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 Household Hazardous Waste (HHW) 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

Date	Activity
Notice to Proceed	Grant Term on date indicated on the Notice to Proceed (NTP)
June 29, 2018	Progress Report #1 Due Covering activities from NTP to June 1, 2018
June 28, 2019	Progress Report #2 Due Covering activities from June 2, 2018 to June 1, 2019
March 27, 2020	Final Report (covering activities from NTP to March 27, 2020) and final Payment Request Due
March 27, 2020	Grant Term End

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 **My Awarded/Open Grants** table and select the **Grant Management** button. 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 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](#) (www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5), California Code of Regulations, Natural Resources, Division 7, 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 form web page](#) (www.calrecycle.ca.gov/Funding/Forms).

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 **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

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

GRANT TERM

The Grant Term begins on the date of the Notice to Proceed (NTP). Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. The Grant Term ends on March 27, 2020 and all eligible program costs must be incurred by this date.

The Final Report and final Payment Request are due on March 27, 2020. CalRecycle recommends reserving the period from March 1, 2020 to March 27, 2020 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final 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. To be eligible for reimbursement, costs must be incurred after receiving a NTP and before the end of the Grant Term. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

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:

- HHW public education and outreach for general audiences (may include EPR information).
- Implementation of sustainable EPR collection opportunities, to include but not limited to:
 - Promotion of an ongoing retail take-back program such as batteries or fluorescent lamps at local hardware stores, businesses, or government facilities.
 - Promotional collection events hosted at businesses or government facilities.
 - Promotional public education and outreach materials specifically for local retail take-back programs.
- Pilot project to:
 - Implement and determine the most safe and cost effective methods for collecting propane gas cylinders and/or marine flares.
 - Implement effective education programs and identify effective incentives that reduce the disposal of household hazardous waste. The incentives must be something reusable to replace HHW being disposed (does not include monetary or SWAG incentives, rechargeable batteries, adapters, valves, caps or other accessories for refilling propane canisters).
 - Incentive costs of up to 20 percent of the approved Budget are eligible. Incentives cannot exceed \$20 (including sales tax) per item and no more than one per household may be distributed.

- If refillable propane cylinders are used as incentives, it cannot be larger than 1 pound.
- Indirect costs up to 10 percent of the total grant funds that have been reimbursed. For more detail on indirect costs, refer to Indirect Costs section below.
- Minor improvements to an existing HHW facility. (Examples include but are not limited to: storage bins, signage, painting, paving, shelving, etc.)
- Purchase of personal protection equipment and/or 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training.
- Set-up and operation of temporary or mobile collection program for one-day or multi-day collection events.
- Handling, permitting, and disposal costs of marine flares collected during temporary or mobile one-day or multi-day collection events.

Indirect Costs

Indirect costs can be claimed by the Grantee. The following guidelines must be used when claiming these costs.

- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.
- Direct costs charged directly to the grant shall not be included in the indirect cost formula. Supervision performed by managers and supervisors can be included in the indirect cost formula, and therefore, will not be a direct charge to the grant. On the other hand, if a manager or supervisor performs an activity that is directly related to the execution of the grant (not supervision), costs associated with this activity may be included as a direct charge. Such activity must be clearly supported by appropriate documentation and shall not be charged to the grant as indirect cost.
- The Grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The Grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by CalRecycle.

If you are uncertain whether a given cost is considered an indirect cost, contact the Grant Manager.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to HHW 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 the date of the NTP letter or after March 27, 2020
- Any food or beverages (e.g., as part of meetings, workshops or events)

- Costs currently covered by another CalRecycle loan, grant, grant cycle or contract
- Costs for planning and/or design of HHW facilities
- Ongoing costs to maintain an HHW program
- Developing or customizing school curricula
- Developing or expanding a permanent facility on non-government owned property
- Equipment or services not related to the project
- Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) 40-hour and 24-hour courses
- Honoraria, monetary incentives, stipends, prizes, royalties, etc.
- Management, handling, disposal, or treatment of radioactive, explosives (with the exception of marine flares, see above in Eligible Costs), medical wastes, sharps, and pharmaceuticals
- Out-of-state travel
- Overtime costs/Compensated Time Off (except for local government staffing during specially scheduled evening or weekend events when law or labor contract requires overtime compensation)
- Personnel costs not related to the project
- Premiums or promotional items unless pre-approved in writing by the Grant Manager
- Pre-paid expenditures for future goods or services delivered beyond the end of the grant term
- Promotion of either brand-name product(s) or private businesses
- Public education and outreach not related to the project
- Purchase or lease of land
- Remediation (any cleanup or restoration of polluted areas)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Costs deemed unreasonable or not related to the grant project by the Grant Manager
- For pilot projects, ineligible incentives include: rechargeable batteries, propane canisters/tanks over 1 pound, adapters, valves, caps or other accessories used for home refilling of propane canisters.

Questions regarding eligible/ineligible costs should be directed to the Grant Manager.

ACKNOWLEDGEMENTS

The grantee shall acknowledge CalRecycle's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

Publicity and Education

The following publicity-related materials and items require pre-approval from the CalRecycle Grant Manager prior to incurring the expense. Public service

announcements require acknowledgements to CalRecycle that include publicity and education and outreach such as but not limited to the following:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- CDs and DVDs of audio and/or visual material
- Brochures
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. “Funded by a grant from CalRecycle.” Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
 - There are two acceptable Spanish translations: “Financiado por una beca del CalRecycle” or “Patrocinado por fondos del CalRecycle.” For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.
2. CalRecycle logo - as reflected on the CalRecycle website:
<http://www.calrecycle.ca.gov/Gallery/Logos/> can be obtained from the Office of Public Affairs at opa@calrecycle.ca.gov.
3. A list of HHW collection sites within the targeted community with a local telephone number or website to obtain further information on local collection centers. (Use the 1-800-CLEANUP number or [earth911 website](http://search.earth911.com/) (<http://search.earth911.com/>) if your jurisdiction does not maintain its own 24-hour hotline.)
4. Press Releases – the only requirement is to place the name of “CalRecycle” as an acknowledgement in the body of the release.

Graphics

[HHW-related graphics](http://www.calrecycle.ca.gov/UsedOil/Graphics/HHWArt/) (<http://www.calrecycle.ca.gov/UsedOil/Graphics/HHWArt/>) are available for use. For large equipment, a [CalRecycle bumper sticker](http://www.calrecycle.ca.gov/UsedOil/Graphics/#Bumper) (<http://www.calrecycle.ca.gov/UsedOil/Graphics/#Bumper>) “Equipment funded by a grant from CalRecycle,” is available and is required to be affixed to all large pieces of equipment purchased with grant funds. These can be requested from your grant manager when available. When submitting the Final Report, a photograph of this equipment should include the affixed sticker.

Retention of Public Education

For audit purposes, grantees are required to retain samples of all publicity and education materials for three years AFTER the close of the Grant Term, or a longer period if warranted to resolve any issues with this grant. (See Audit/Records Access Section in Terms and Conditions, Exhibit A.)

REPORTING REQUIREMENTS

Two Progress Reports and a Final Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date 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.

Templates for both the Progress Report and Final Report are available on the Summary tab of GMS.

To select a report template:

1. Go to the **Summary** tab.
2. In the **Resource Documents** section, click on the appropriate report document. (Progress Report or Final Report)
3. Complete the report, save it.

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 Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document 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 **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 AND FINAL REPORTS

The two progress and a final report must include the Grant Number, Grantee's name, Grant Term, and the following disclaimer statement:

"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."

- **Progress Report #1** is due by **June 29, 2018** (covering grant activities from the Notice to Proceed through June 1, 2018).
- **Progress Report #2** is due on **June 28, 2019** (covering grant activities June 2, 2017 through June 1, 2019).
- The **Final Report** is due **March 27, 2019** (covering all grant activities from Notice to Proceed through March 27, 2019).

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses are made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Reimbursement may be requested only twice during the Grant Term. In conjunction with (or after) submission of the Progress Report and in conjunction with the Final Report.
3. The grantee must submit the required Progress Report/Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the 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 Report, have been satisfied.
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 \(CalRecycle 168\)](http://www.calrecycle.ca.gov/Funding/forms/) (<http://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Reliable Contractor Declaration" provision of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Reliable Contractor Declaration" provision in Terms and Conditions (Exhibit A) for more information.

PAYMENT REQUEST AND DOCUMENTATION

Failure to submit the final Payment Request with appropriate documentation by the due date 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.

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, 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.
 - Choose the Document Type, enter a document 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 35MB.
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 form** (CalRecycle 87) with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment.

Note: 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. **Expenditure Itemization Summary** (EIS) (CalRecycle 667) – All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the Grantee's approved Budget and Work Plan.
- C. **Cost and Payment Documentation** – Each EIS must be accompanied by supporting documentation for each line item expense (see below). The Grantee should retain the original documents. Pertinent documentation must be submitted with the EIS to substantiate all expenses claimed on the EIS. For audit purposes, the Grantee should retain this documentation for a minimum of three (3) years after the end of the grant term (see Audit/Records Access in the Terms and Conditions, Exhibit A). Acceptable cost and payment documentation must include at least one of each of the following.
- a. Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
 - b. Proof of payment may include:
 - i. copy of cancelled check(s) that shows an endorsement from the banking institution
 - ii. invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
 - iii. accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
 - iv. bank statement(s) along with a copy of the endorsed check or invoice showing the check number
 - v. copy of an electronic funds transfer confirmation
 - vi. copy of a credit card statement(s)
- D. **Personnel Expenditure Summary** (CalRecycle 165 or Grantee's version), when applicable. Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your Grant Manager).

E. Travel Expense Log Form (CalRecycle 246 or Grantee's version), when applicable. Document costs related to travel and include supporting documentation.

All forms listed above can be downloaded from the [CalRecycle Grant Forms website](http://www.calrecycle.ca.gov/Funding/Forms) (<http://www.calrecycle.ca.gov/Funding/Forms>).

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, competitive bids, grant amendments if any relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, 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.

EXHIBIT C

SCOPE OF WORK

For the duration of this agreement, CPSC shall be solely responsible for performing the following tasks. CPSC shall make every effort to accomplish the tasks in accordance with the deadlines as set forth in Section III in the CalRecycle Household Hazardous Waste Grant Program Cycle 29 Work Plan ("Work Plan").

WORK PLAN

III. DESCRIPTION OF PROJECT ACTIVITY

Description of Project Activity	Start Date	End Date
Recruit retailers to sell/refill/exchange 1 lb refillable gas cylinders. Emphasis on refill stations.	Aug 1, 2017	May 30, 2018
Draft a PR plan for the HHW program/refillable cylinders for the grant term and execute.	Aug 1, 2017	May 30, 2018
Assist Agency with recruiting 4-8 locations to host disposable cylinder collection receptacles. Make & place receptacles, and set up collection & recycling activities at these sites. Emphasis on Sonoma County Regional Parks locations.	Aug 1, 2017	May 30, 2018
Plan, recruit, advertise and implement at least 2 one-day gas cylinder exchange events.	Sept 1, 2017	May 30, 2018
Progress Report #1 covering activities from Notice to Proceed ("NTP") to June 1, 2018.	June 1, 2018	June 29, 2018
Continue to recruit retailers to sell/refill/exchange refillable cylinders. Emphasis on refill stations.	June 1, 2018	May 30, 2019
Continue public education campaign and promotion of refillable collection and exchange events/retailers.	June 1, 2018	May 30, 2019
Conduct at least 3 one-day exchange/collection events.	June 1, 2018	May 30, 2019
Progress Report #2 covering activities from June 2, 2018 to June 1, 2019.	June 1, 2019	June 28, 2019
Final recruitment of retailers to sell/refill/exchange refillable cylinders.	June 1, 2019	Feb 28, 2020
Final public education campaign and promotion of refillable collection and exchange events.	June 1, 2019	Feb 28, 2020
Conduct at least 3 one-day exchange/collection events.	June 1, 2019	Feb 28, 2020
Assess disposable collection receptacle sites and add more if necessary.	June 1, 2019	Feb 28, 2020
Assist Agency with Final Report covering activities from NTP to March 27, 2020.	March 1, 2020	March 27, 2020

EXHIBIT D - Fee Schedule

Employee Wages	<u>Hourly</u>
Executive Director	\$225
Assistant Director	\$193
Program Manager	\$139
Special Projects Manager II/I	\$197
Special Projects Manager I	\$143
Special Project Coordinator	\$93
Senior Associate	\$98
Associate	\$95
Intern	\$45

RESOLUTION NO.: 2017-

DATED: December 20, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA")
AUTHORIZING AN AGREEMENT WITH CALIFORNIA PRODUCT STEWARDSHIP PROGRAM ("CPSC")
FOR REFILLABLE PROPANE GRANT PARTNERSHIP AGREEMENT

WHEREAS, SCWMA desires to obtain partners to assist with the implementation of the HD 29 Grant Number HD 29-17-0067, awarded by the Department of Resources Recycling and Recovery; and

WHEREAS, CPSC represents to SCWMA that it possesses the skill, experience, ability, background, certification, and knowledge to provide grant implementation; and

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of CPSC to assist in the implementation of Grant Number HD 29-17-0067.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency hereby authorizes the SCWMA Chairman of the Board to execute an Agreement through March 27, 2020 with the California Product Stewardship Council.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

AYES: -- NOES: -- ABSENT: -- ABSTAIN: --

SO ORDERED

The within instrument is a correct copy
of the original on file with this office.

ATTEST: DATE:

Patrick Carter
Acting Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: **6.5**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **12/20/2017**
Approved By:

ITEM: Listing of Current SCWMA Agreements

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is informational. No action is required by the Board.

II. BACKGROUND

At the November 15, 2017 Board meeting a request was made to see a current listing of all agreements for the Agency.

III. DISCUSSION

The attached list of agreements outlines all current agreements for the Sonoma County Waste Management Agency. Any agreements with impending expiration dates are currently in review for renewal, extension or completion.

IV. FUNDING IMPACT

None

V. ATTACHMENTS

Current Agreement List

Agreement	Third-Party	Execution Date	Expiration Date	Optional Extensions
E-waste Transport and Recycling Services	ECS Refining	1/18/2017	2/11/2018	
Organic Waste Disposal Services	Northern Recycling Operations & Waste Services, LLC	1/27/2017	2/11/2018	maximum 5 years
Organic Waste Disposal Services	Cold Creek Compost, Inc	1/31/2017	2/11/2018	
Automotive Batteries	Interstate Batteries	2/2/2017	2/11/2018	1 year
Provision of Staff Services	County of Sonoma	3/7/2017		
Construction and Demolition Debris Facility Certification Development Services	Central Contra Costa Solid Waste Authority & Solano County	1/30/2017	12/31/2017	
Agreement for Household Donation & Mattress Recycling Services	Goodwill Industries of the Redwood Empire	5/19/2017	2/11/2018	6 Months
SAAS Services Order Form	Recyclist	7/1/2017	6/30/2018	
Agreement for Oil Program Management	Soluna Outreach Solutions	6/21/2017	6/30/2020	2 - one year
Agreement for Spanish Language Outreach	Soluna Outreach Solutions	6/21/2017	6/30/2020	2 - one year
Agreement for Outreach Services	Gigantic Idea Studio	7/14/2017	6/30/2018	
MOU for Participation in OPP used oil disposal reimbursement	Town of Windsor	7/27/2017	6/30/2022	
Home Composting education outreach	Sonoma County University of California Cooperative Extension	8/17/2017	6/30/2020	2 - one year
Agreement for evaluation of existing HHW program and analyze expansion of HHW services	Sweetser & Associates	8/18/2017	6/30/2018	
Agreement for Consultation Services for Comprehensive Guide and Training	R3	9/14/2017	3/31/2018	6 Months
Agreement for Consultation Services for Organics RFP	R3	2/28/2017	1/17/2018	6 Months
Agreement for Designated Approved Collector Status With The SCWMA	Goodwill Industries of the Redwood Empire	1/23/2017		
Agreement for Advertising of Oil Recycling Program and E-waste Collection Events	S2 Advertising	9/19/2017	6/30/2018	2 - one year
Agreement for Organics Education	Soluna	10/25/2017	6/30/2020	
Household Hazardous Waste and AB 939 Program Services	City of Petaluma	7/1/2016	6/30/2019	

Agreement	Third-Party	Execution Date	Expiration Date	Optional Extensions
Disposal Services	Redwood Landfill Compost Facility	8/29/2016	2/1/2018	4 - one year
Electronic Waste Collection Event Services	Conservation Corps North Bay	11/3/2016	2/11/2018	2 - one year
Audit Services	Maher Accountancy	11/3/2016	6/30/2017	6 Months
E-waste Handling Services at Sonoma County Diposal Sites	The Ratto Group of Companies Recology Sonoma Marin	11/16/2016	2/11/2018 2/11/2019	
Advertising Services	RNS Communications DBA Motor Vehicle Network	12/5/2016	2/1/2018	
Household Hazardous Waste Operations	Clean Harbors Environmental Services	11/16/2016	6/30/2019	
Compostable Materials Transport Services	The Ratto Group of Companies Recology Sonoma Marin	11/16/2016	2/11/2018 2/11/2019	
Legal Services Agreement	Best, Best, and Krieger LLP, Attorneys at Law	3/4/2015		
Load Checking Services	The Ratto Group of Companies	5/20/2015		
Indemnity Agreement	Town of Windsor	2/19/2014		
Indemnity Agreement	City of Healdsburg	2/1/2014		
Indemnity Agreement	City of Petaluma	2/20/2014		
Indemnity Agreement	City of Cloverdale	5/28/2014		
Indemnity Agreement	City of Sonoma	6/23/2014		
License Agreement for Use of County Facilities for Houshold Hazardous Waste Facility Premises located at Sonoma County Central Landfill	County of Sonoma	6/18/2013		
Designated Approved Collector Status	Redwood Gospel Mission	3/20/2013		



Agenda Item #: 7
Cost Center: Contingency
Staff Contact: Thigpen
Agenda Date: 12/20/2017
Approved by:

ITEM: DISCUSSION AND POSSIBLE ACTION ON AN AGREEMENT FOR REBRANDING AND WEBSITE DESIGN SERVICES WITH THE ENGINE IS RED

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the Chair to sign an agreement with The Engine is Red for Brand Evaluation and Design Services and Website Design and Implementation Services.

II. BACKGROUND

For many years the SCWMA has found the name “Sonoma County Waste Management Agency” is often confused by the public with their garbage collection company and the County of Sonoma, and does not adequately represent the SCWMA’s mission or scope of services. Staff therefore recommended, and the Board approved, a project to evaluate naming options and rebrand SCWMA, using a robust process of research and community input. Inherent in this rebranding process will be the development of a new logo, a public launch to introduce the brand to the public, and a marketing and outreach strategy to minimize public confusion with the name change.

Concurrently with the rebranding project, the Board authorized a project to modernize the SCWMA’s website and database functions. RecycleNow.org, serves as both the SCWMA’s business website as well as the primary resource for residents and businesses in Sonoma County seeking to know how to recycle or dispose of items safely. The SCWMA seeks to create an aesthetically pleasing, high-functioning website with upgrades such as mobile-friendly capabilities, database integration, improved public interface, and a staff-friendly content management system.

III. DISCUSSION

Rebranding

A Brand Evaluation and Design Services RFP was distributed on September 25, 2017. Three proposals were received by the proposal deadline from TIV, Undisclosed Location, and The Engine is Red. The review committee consisted of Patrick Carter, Lauren Casey from the Regional Climate Protection Authority, Thora Collard, and Kristin Thigpen. The average scores for each proposal were TIV-74, Undisclosed Location-85, The Engine is Red-87. After review, evaluation, and reference checks by SCWMA staff, The Engine is Red was determined to be the contractor most qualified to meet the project scope of work based upon the thoroughness of their presentation and clear grasp of the SCWMA’s goal for brand evaluation. Staff believes The Engine is Red has the experience and depth of local, in-house resources necessary to perform the work required through this agreement.

Tasks covered by the Brand Evaluation and Design Services Statement of Work include evaluating SCWMA's current name, logo design, creating a style guide for consistent use of logo and materials, as well as templates for collateral materials and key message development.

Website Redesign

A Website Design and Implementation Services RFP was distributed on September 25, 2017. Five proposals were received by the proposal deadline from TIV, OpenCities, MIG, Already Set Up, and The Engine is Red. The review committee consisted of Patrick Carter, Lauren Casey from the Regional Climate Protection Authority, Courtney Scott, and Kristin Thigpen. The average scores for each proposal were; TIV – 73, OpenCities – 58, MIG – 58, Already Set Up – 81, The Engine is Red – 87. After review and evaluation by SCWMA staff, The Engine is Red was determined to be the contractor most qualified to meet the project scope of work based upon their clear presentation of the phases of work, deep local portfolio, and strong understanding of accessibility issues in creating materials and websites. References for The Engine is Red indicate a strong communication style and respect for budgets while achieving expected outcomes.

Tasks covered by the Website Design and Implementation Statement of Work include developing a new SCWMA website, incorporating the name developed in the Brand Evaluation process, building a highly functional website incorporating current technologies, security, new database, robust content, ease of content management, and ADA compliance.

Project Combination

Staff notes the synergies and efficiencies of using one contractor for both projects will assist in keeping the two projects within budget. Combining both Brand Evaluation and Website Design projects under one contractor will eliminate the need for duplicated efforts in the discovery phase of both projects, as well as inherent time and budget-saving efficiencies throughout both project processes through the use of common resources.

IV. FUNDING IMPACT

The Board approved the use of \$50,000 from the Contingency Reserve Fund in the FY 2017/18 Budget for Brand Evaluation and Design Services, and \$100,000 from the Contingency Reserve Fund in the FY 2017/18 Budget for Website Design and Implementation Services.

Per the proposed agreement with The Engine is Red, the cost of these two combined proposals is not to exceed \$150,000, matching the funds appropriated for these projects.

V. ATTACHMENTS

Agreement with The Engine is Red for Brand Evaluation and Design Services Resolution

All proposals submitted for consideration are available for inspection at the SCWMA office.

**AGREEMENT FOR BRAND EVALUATION AND DESIGN AND
WEBSITE DESIGN AND IMPLEMENTATION**

This agreement ("Agreement"), dated as of December 20, 2017 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "SCWMA"), and The Engine is Red, a California Limited Liability Corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is duly qualified and experienced in Website Design, Implementation and related services; and

WHEREAS, Contractor represents that it is duly qualified and experienced in brand creation and evaluation services; and

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of Contractor to assist the SCWMA in its rebranding process and update and redesign the SCWMA website; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Work.

1.1 Contractor's Specified Services. This Agreement is entered into for the purpose of establishing a contract for Website Design and Implementation. Contractor shall perform services as defined in Exhibit "A", Statement of Work.

1.2 Cooperation with SCWMA. Contractor shall cooperate with SCWMA and SCWMA staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If SCWMA determines that any of Contractor's work is not in accordance with such level of competency and standard of care, SCWMA, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with SCWMA to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the

work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SCWMA, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from SCWMA.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCWMA to be key personnel whose services are a material inducement to SCWMA to enter into this Agreement, and without whose services SCWMA would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCWMA.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. Contractor shall invoice SCWMA on a monthly basis for all services provided on a Time and Materials basis, based on the rates set forth in Exhibit B, a total annual amount not to exceed a maximum of one hundred fifty thousand dollars (\$150,000) for services rendered, in accordance with Section 1.1 above and Exhibit A. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

3. Term of Agreement. The term of this Agreement shall be from December 20, 2017 to September 28, 2018 with up to one six month extension upon mutual agreement, which extensions may be authorized on behalf of the SCWMA by the SCWMA Executive Director, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SCWMA shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SCWMA may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to SCWMA all materials and work product subject to Section 9.9 and shall submit to SCWMA payment up to the date of termination.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to SCWMA, and to defend, indemnify, hold harmless, reimburse and release SCWMA, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by SCWMA to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of SCWMA. If there is a possible obligation to indemnify, Contractor's duty to defend with legal counsel acceptable to SCWMA, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the SCWMA.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- a. The SCWMA, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the SCWMA with respect to any insurance or self-insurance programs maintained by the SCWMA.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the SCWMA.

6.3 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the SCWMA.

6.4 Documentation. The following documentation shall be submitted to the SCWMA:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the SCWMA for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon SCWMA's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of SCWMA's request.

6.5 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.6 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SCWMA, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SCWMA may purchase such required insurance coverage, and without further notice to Contractor, SCWMA may deduct from sums due to Contractor any premium costs advanced by SCWMA for such insurance. These remedies shall be in addition to any other remedies available to SCWMA.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase or decrease the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SCWMA's Executive

Director in a form approved by SCWMA Counsel. All other extra or changed work must be authorized in writing by the SCWMA Board of Directors.

9. Representations of Contractor.

9.1 Standard of Care. SCWMA has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by SCWMA shall not operate as a waiver or release.

9.1.1 Change in Information. Contractor shall notify SCWMA thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Work, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of SCWMA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to SCWMA staff. In the event SCWMA exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold SCWMA harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case SCWMA is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish SCWMA with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Work, and shall make such

documents and records available to SCWMA for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor. In addition, if requested to do so by SCWMA, Contractor shall complete and file and shall require any other person doing work under Contractor and this Agreement to complete and file a "Statement of Economic Interest" with SCWMA disclosing Contractor's or such other person's financial interests.

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

- 9.8 Assignment Of Rights. Contractor assigns to SCWMA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to SCWMA in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCWMA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCWMA. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCWMA.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"),

in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of SCWMA. SCWMA shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to SCWMA all such documents which have not already been provided to SCWMA in such form or format as SCWMA deems appropriate. Such documents shall be and will remain the property of SCWMA without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SCWMA.

10. Demand for Assurance. 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. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits SCWMA's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

SCWMA: Sonoma County Waste Management Agency
Attention: Kristin Thigpen
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Phone: (707) 565-3668

CONTRACTOR: The Engine is Red
Attention: Chris Denny
401 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
(707) 546-5448

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. Bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by SCWMA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and SCWMA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and SCWMA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SCWMA: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

APPROVED AS TO SUBSTANCE BY
AND CERTIFICATES OF INSURANCE
ON FILE WITH:

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR SCWMA:

By: _____
SCWMA Counsel

Exhibit A: Statement of Work

Contractor shall perform the following tasks:

SCWMA Brand Evaluation and Design Services Project Summary

PHASE 1 | DISCOVERY + CONCEPTING

Goals:

- + Establish stakeholder, influencer and user groups
- + Understand corporate goals and needs
- + Audit of current name and brand
- + Delivery of Discovery Report
- + Develop multiple creative concepts with variation in look, feel, voice, and structure
- + Review concepts with decision makers and Stakeholders

Goal Deliverables:

- + Discovery Report
- + Presentation of multiple creative concepts

PHASE 2 | CONCEPT REFINEMENT

Goals:

- + Choose creative direction
- + Refine and expand conceptual approach
- + Establish brand rollout deliverable list
- + Create brand guidelines

Goal Deliverables:

- + Brand Guidelines of selected concept

PHASE 3 | BRAND ROLLOUT

Goals:

- + Create marketing and collateral pieces that could include but are not limited to: Brochure, Maps & guides, Newsletters, Powerpoint template, Program for events, Email marketing templates

Goal Deliverables:

- + Print ready files and templates for all collateral pieces as prioritized by SCWMA

PHASE 4 | MARKETING STRATEGY + SUPPORT

Goals:

- + Craft key messaging and training for staff
- + Create social media and marketing strategy

Goal Deliverables:

- + Training outline for Staff
- + Delivery of strategy outline

BRAND EVALUATION & DESIGN TOTAL: \$56,000

SCWMA Website Design and Implementation Services Project Summary

PHASE 1 | DISCOVERY

Goals:

- + Establish stakeholder, influencer and user groups
- + Establish user personas
- + Audit + assess current site
- + Understand corporate goals and needs
- + Phase prioritization
- + Audit of current brand
- + Delivery of Discovery Report
- + "Familiarize" with technological integrations

Goal Deliverables:

- + Discovery Report

PHASE 2 | CONCEPTING + IDEATION

Goals:

- + Establish functionality requirements
- + Establish site goals
- + Develop multiple creative concepts with variation in look, feel, voice, and main structure
- + Confirm technology stack
- + Draft site architecture and navigation tree
- + Review concepts with decision makers and stakeholders

Goal Deliverables:

- + Selected creative concept including site architecture

PHASE 3 | REFINEMENT + EXPLORATION

Goals:

- + Choose creative direction
- + Refine and expand conceptual approach
- + Conceptualize deeper content and functionality
- + Plan development and content creation schedules
- + Solidify visual direction of site
- + Determine design of all universal site elements
- + Finalize visual direction and design for core pages
- + Approve content inventory and flow
- + Determine responsive direction
- + Assign user permissions and content editability
- + Establish launch MVP goal

Goal Deliverables

- + Development + Content road map including visual direction, content, and functionality planning.

PHASE 4 | CONTENT + CODE DEVELOPMENT**Goals:**

- + Establish development ecosystem
- + Build site according to approved page design and content
- + Create written content for core site
- + Manage custom asset production
- + Create and optimize all visual assets
- + Build and style page templates
- + Build custom functionality, databases and integrations
- + Apply analytics and remarketing codes as necessary

Goal Deliverables:

- + Beta website reflecting creative and function decisions made in previous phases

PHASE 5 | FINAL PUBLISHING + TESTING**Goals:**

- + Prep for launch and establish strategy
- + Perform QA and test site
- + Complete launch checklist
- + Approve site for launch
- + Create website style guide

Goal Deliverables:

- + Live site
- + Staff Training

PHASE 6 | POST LAUNCH SUPPORT**Goals:**

- + Monitor site progress
- + Clear bugs
- + Hand off site, including all master art and design files
- + Training and documentation

Goal Deliverables:

- + Expanded Training session
- + Post launch edits and additions as needed

WEBSITE DESIGN AND IMPLEMENTATION TOTAL: \$94,000

COMBINED PROJECT TOTAL: \$150,000

Exhibit B: Rate Sheet

Engine 2017 Rate Card

All billable rates are by the day, hourly equivalent shown for convenience.

Staffing:	Day Rate	Hourly Equivalent
Media Planner/Buyer	\$700	\$87.50
Account Planner	\$700	\$87.50
Production Designer	\$750	\$93.75
Web Producer	\$750	\$93.75
Account Manager	\$1000	\$125
Graphic Designer	\$1000	\$125
Front End Developer	\$1000	\$125
Writer	\$1100	\$137.50
Art Director	\$1200	\$150
Programmer	\$1200	\$150
iOS Programmer	\$1400	\$175
Advanced Programmer	\$1400	\$175
Strategist	\$1600	\$200
Creative Director	\$1600	\$200
Partner	\$1800	\$225

RESOLUTION NO.:

DATED: December 20, 2017

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("SCWMA")
AUTHORIZING AN AGREEMENT WITH THE ENGINE IS RED ("CONTRACTOR") FOR PROFESSIONAL
SERVICES FOR BRAND EVALUATION AND DESIGN SERVICES AND WEBSITE DESIGN AND
IMPLEMENTATION SERVICES

WHEREAS, the SCWMA issued two RFPs on September 25, 2017 for Brand Evaluation and Design Services as well as Website Design and Implementation Services;

WHEREAS, the SCWMA received three responses for Brand Evaluation and Design Services and five responses for Website Design and Implementation Services;

WHEREAS, after review of all proposals, one Contractor, The Engine is Red, was determined to have the strongest qualifications for both Brand Evaluation and Design as well as Website Design and Implementation services;

WHEREAS, Contractor represents to SCWMA that it is a duly qualified firm experienced in brand development, marketing services, website and database development;

WHEREAS, in the judgment of the Board of Directors of SCWMA, it is necessary and desirable to employ the services of Contractor to assist in Brand Evaluation and Design Services and Website Design and Implementation Services.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency hereby authorizes the SCWMA Chairman of the Board to execute an Agreement with The Engine is Red.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

AYES: -- NOES: -- ABSENT: -- ABSTAIN: --

SO ORDERED

The within instrument is a correct copy
of the original on file with this office.

ATTEST: DATE:

Patrick Carter
Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma