

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE February 9, 2016

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Apply for, Enter Into, and Sign a Cycle 1 Zone Incentive Fund Program Agreement for the Recycling Market Development Zone

STAFF RECOMMENDATIONS:

1. Authorize the Director of Environmental Resources, or designee, to apply for, enter into and sign a Cycle 1 Zone Incentive Fund Program agreement for the Recycling Market Development Zone.
2. Adopt a Resolution to authorize the Director of Environmental Resources, or designee, to apply for, enter into and sign a Cycle 1 Zone Incentive Fund Program agreement for the Recycling Market Development Zone.

FISCAL IMPACT:

The Cycle 1 Zone Incentive Fund Program will provide up to \$4,250 for Fiscal Year 2015-2016; up to \$6,500 for Fiscal Year 2016-2017 and up to \$6,500 for Fiscal Year 2017-2018 for a total of \$17,250. Funds provide vital targeted local marketing and outreach activities within the Recycling Market Development Zone. Funds are also provided to support travel to and from one Zone Works training workshop in Fiscal Year 2015-2016 and two Zone Works training workshops per year in Fiscal Year 2016-2017 and 2017-2018.

BOARD ACTION AS FOLLOWS:

No. 2016-78

On motion of Supervisor Withdraw, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withdraw, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Apply for, Enter Into, and Sign a Cycle 1 Zone Incentive Fund Program Agreement for the Recycling Market Development Zone

DISCUSSION:

California's Integrated Waste Management Act (IWMA), passed in 1989, required each jurisdiction within the State to reduce the amount of waste disposed in landfills by 50% by the year 2000. To assist California cities and counties in reaching this goal, the Recycling Market Development Zone (RMDZ) program was created by the California Department of Resources Recycling and Recovery (CalRecycle).

In 1993, Stanislaus County Department of Environmental Resources (DER) established a RMDZ which included the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, and the unincorporated area within the county. The Stanislaus County RMDZ has been an active resource to the economic development of our County. The RMDZ Revolving Loan Program provides direct low interest loans of up to \$2 million to eligible businesses and nonprofit organizations that add value to recovered materials, produce new products from recovered materials, or that reduce the waste resulting from the manufacture of a product. These loans promote market development for post-consumer and secondary waste materials.

The goal of the RMDZ Program is to create a sustainable infrastructure and to enhance local markets for recyclable and compostable materials generated within California. The Zone Incentive Funds (ZIF) Program provides targeted financial support to Zones for funding vital local marketing and outreach activities that complements CalRecycle's marketing and outreach efforts in promoting RMDZ services and activities. One of these service activities is to work closely with the local post-consumer processing and manufacturing industries to stimulate the use of recyclable and compostable materials. By doing this, the ZIF program helps create jobs in the post-consumer commodities industry and diverts valuable resources from disposal. All funding is provided on a reimbursable basis.

POLICY ISSUE:

Approval of this action is consistent with the Board priorities of A Strong Local Economy, Effective Partnerships and the Efficient Delivery of Public Services by providing a program that supports the Department's mission to promote a safe, healthy and sustainable environment while improving the economy and creating jobs within the community through a balance of science, education partnerships and environmental regulation.

STAFFING IMPACTS:

Existing DER staff administrating the Recycling Market Development Zone Program will also administer the Zone Incentive Funds Program.

CONTACT PERSON:

Jami Aggers, Director of Environmental Resources

Telephone: 209-525-6770

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: February 9, 2016

No. 2016-78

On motion of Supervisor Withrow Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # *B-5

THE FOLLOWING RESOLUTION WAS ADOPTED:

**RESOLUTION OF THE STANISLAUS COUNTY BOARD OF SUPERVISORS AUTHORIZING
SUBMITTAL OF AN APPLICATION FOR RECYCLING MARKET DEVELOPMENT ZONE
INCENTIVE FUND FROM THE DEPARTMENT OF RESOURCES RECYCLING & RECOVERY.**

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program; and

WHEREAS, pursuant to Public Resources Code section 42023.1(g) CalRecycle is authorized to make payments to local governing bodies within a recycling market zone for services related to the promotion of the zone; and

NOW, THEREFORE, BE IT RESOLVED that the Stanislaus County Board of Supervisors authorizes Stanislaus County to submit an application on behalf of itself, to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Director of Environmental Resources, or designee, is hereby authorized and empowered to execute on behalf of Stanislaus County all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**
Stanislaus County Board of Supervisors,
State of California



File No.

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 1/2013)

CONTRACT NUMBER	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
DRR14111		
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPPLICATE TO:

Accounts Payable
 Department of Resources Recycling and Recovery
 Fiscal Services Branch
 U.S. Postal Correspondence:
 P.O. Box 4025, MS-19A
 Sacramento, CA 95812-4025

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding SCM 5.80(A)(5) _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.
 Department of Resources Recycling and Recovery

CONTRACTOR'S NAME, hereafter called the **Contractor**.
 Stanislaus County

2. The agreement term is from January 15, 2015 through June 30, 2015

Or Upon Final Approval

3. The maximum amount payable is \$ 4,250.00 (four thousand two hundred fifty dollars and zero cents) pursuant to the following charges:

Wages/Labor \$	Parts/Supplies \$	Taxes \$	Other \$	(Attach list if applicable.)
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4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work	4 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit D – Special Terms and Conditions	7 page(s)
Attachment I – Recycled Content Certification	2 page(s)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC* 610 GIA* _____ *If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.
 Other Exhibits (List) _____

In Witness Whereof, this agreement has been executed by the parties identified below:


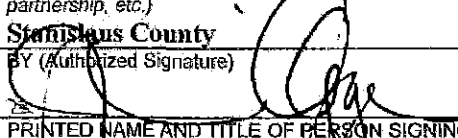
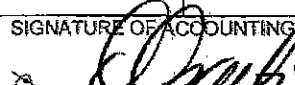
STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME Department of Resources Recycling and Recovery		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Stanislaus County			
BY (Authorized Signature) 	DATE SIGNED 07/15/15	BY (Authorized Signature) 	DATE SIGNED 3/17/15		
PRINTED NAME AND TITLE OF PERSON SIGNING Tom Estes, Deputy Director		PRINTED NAME AND TITLE OF PERSON SIGNING Jami Aggers, Director, Department of Environmental Resources			
ADDRESS 1001 I Street Sacramento, CA 95814		ADDRESS 3800 Cornucopia Way, Ste C Modesto, CA 95358			
FUND TITLE CBCRF Clearing Account	ITEM 3970-001-0133	FISCAL YEAR 14/15	CHAPTER 25	STATUTE 2014	OBJECT CODE 418 Index: 7600 PCA:C0281
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED 4/6/15

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with marketing and outreach services as described herein.
2. The project coordinators during the term of this agreement will be:

CalRecycle

Name: Marshall Graham
Phone: (916) 341-6270
Fax: (916) 319-7305
Email: marshalle.graham@calrecycle.ca.gov

Stanislaus County

Name: Bryan Kumimoto
Phone: (209) 525-6752
Email: bkumimoto@envres.org

Direct all agreement inquiries to:

CalRecycle

Contracts Unit

Attention: Melissa Mojonnier

Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6048
Fax: (916) 319-7390
Email: melissa.mojonnier@calrecycle.ca.gov

Stanislaus County

Name: Bryan Kumimoto

Address: 3800 Cornucopia Way, Ste C
Modesto, CA 95358
Phone: (209) 525-6752
Email: bkumimoto@envres.org

3. Statement of Work

A. INTRODUCTION/OBJECTIVES

The goal of the Recycling Market Development Zone (RMDZ) Program is to create a sustainable infrastructure and enhance local markets for recyclable and compostable materials generated within California's RMDZs. The Zone Incentive Fund (ZIF) Partnership is a component for the administration and distribution of incentive funds to local Zone Administrators (ZAs) for outreach and promotion of the RMDZ program locally and regionally. The ZIF Program incentivizes the Stanislaus County RMDZ to provide outreach services and to work closely with the regional post-consumer commodities industry to stimulate the use of recyclable and compostable materials as raw products by manufacturers. By doing this, the ZIF program helps create jobs in the post-consumer commodities industry and diverts valuable resources from disposal. The ZIF program complements CalRecycle's marketing and outreach efforts to promote RMDZ services and activities statewide. Under this contract, the ZIF program is intended to operate as it has in the past, except that CalRecycle staff will be administering all ZIF funds.

B. WORK TO BE PERFORMED

The Stanislaus County RMDZ provides vital targeted local marketing and outreach activities that may include, but are not limited to, the following: develop marketing materials, research feedstocks, conduct local workshops, attend and participate in RMDZ related events (In-State Only), purchasing of marketing information and software, and hiring resources. ZIF funds are also provided to support travel to and from one Zone Works training workshop involving Zone Administrators and CalRecycle staff.

C. TASKS IDENTIFIED

Task 1 – Preapproval Request

Before beginning outreach and marketing activities, the Contractor shall submit a Preapproval Request proposal to CalRecycle, to the assigned CalRecycle Local Assistance and Market Development Branch (LAMD) Zone Liaison (ZL) staff, using the online Zone Information Reporting System (ZIRS). The proposal shall include a detailed budget, a brief description of how the funds will be spent, how the marketing or outreach activities will meet individual local marketing or business outreach objectives, and proposed program metrics. Examples of program metrics include, but are not limited to:

1. Number of the public or businesses expected to be contacted or reached with outreach materials;
2. Number of contacts expected to be initiated as a result of postcard or brochure mailings; or
3. Number of new prospective businesses expected to be identified as a result of the purchase and use of a specialized mailing list or hiring of a specialized consultant.

Once the proposal has gone through the internal review process, whereby the ZL coordinates with the LAMD Unit Manager and the ZIF Contract Manager, generally within 5-7 business days, the ZL will send an e-mail to the ZA notifying them that the proposal has been approved and work may begin, or that changes are necessary. ZAs shall not begin work on Zone related activities under this Agreement until they receive approval from their CalRecycle ZL.

Task 2 – Perform Marketing and Outreach Activities

The Contractor shall perform marketing and outreach activities within the Stanislaus County RMDZ. All marketing and outreach activities require prior approval of activities and budget (as described in Task 1). Zone-related marketing and outreach activities may include:

1. Graphics, Printing and Advertising
 - a. Advertising design and placement costs in industry and trade publication;
 - b. Customizing brochures and placement of Public Service Announcements (PSAs) (using CalRecycle's template and California Association of Recycling Market Development Zone's (CARMDZ) materials, or materials developed by the local ZA, with approval from LAMD and Office of Public Affairs (OPA));

- c. Customizing and placement of PSAs (developed by CalRecycle, or materials developed by the local ZA, with approval from LAMD and OPA);
 - d. Duplicating or reprinting brochures, posters, and other program graphics; and
 - e. Developing or updating local Zone web pages.
2. Direct Zone Support/Outreach
- a. Distribution expenses for brochures and follow-up letters;
 - b. Creation of localized marketing data-bases, newsletters, articles;
 - c. Feedstock for sample runs; and
 - d. Cover costs for zone expansion or re-designation.
3. Industry Trade Shows, Conferences
- a. Creation or upgrades for trade show display graphics and associated hardware (backdrop and lighting, etc.);
 - b. Exhibitor registration fees for Zone related events;
 - c. In-State travel for Zone related events; and
 - d. Specialized training related to Zone activities.
4. Business Leads and Tracking
- a. Purchasing costs for lists of leads for marketing;
 - b. Purchasing of business tracking and communication software; and
 - c. Hiring resources, such as a consultant, to develop leads and track Zone businesses.
5. Other qualifying projects
- a. Unique ZA initiated projects preapproved in writing by LAMD Section Manager(s) and Zone Liaison(s).

Task 3 – Zone Works Training Workshop

The Contractor is strongly encouraged to attend the Zone Works event.

The Zone Works training workshop offers a unique opportunity for ZAs, CalRecycle ZLs and Loan staff, and valued program partners to regularly convene and discuss current issues and to coordinate business assistance activities. The success of such trainings is dependent on the attendance of the ZAs and ZLs. There are approximately 30-40 Zone Administrators and/or representatives that attend. Travel costs are subject to the "Travel Clause" of Exhibit B and should be minimized wherever possible. In no event may Zone Works travel costs under this Agreement exceed \$750. If Zone Works travel costs are less than \$750, those funds may not be included in the budget for marketing and outreach activities.

Task 4 – Reporting

Upon completion of a marketing or outreach activity, and when program activity metric information is available, the Contractor shall submit the metrics and appropriate back-up documentation to the ZL through the ZIRS system. The ZL will review the request with the LAMD Unit Manager in order to provide a recommendation to the ZIF Contract Manager regarding approval. The ZIF Contract Manager shall review and accept or reject all such reports. Should a report be rejected, the ZIF Contract Manager shall immediately coordinate with the ZL and LAMD Unit Manager to contact the ZA to address the situation. Only upon the ZIF Contract Manager's acceptance of the report may the Contractor submit an invoice for the marketing or outreach activity.

Task 5 – Time Frame for Preapproval Request

Upon execution of this contract, the ZA may submit their Preapproval Request, no later than February 1, 2015, and identify what ZIF-related activities will be performed. All approved ZIF activities must be completed no later than June 30, 2015. One Zone Works training session will be convened by May 31, 2015.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

Accounts Payable
Department of Resources Recycling and Recovery
Fiscal Services Branch
U.S. Postal Correspondence:
P.O. Box 4025, MS-19A
Sacramento, CA 95812-4025
Federal Express Correspondence:
1001 I Street, MS-19A
Sacramento, CA 95814

- C. Each invoice submitted to CalRecycle must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

The contract amount for this agreement is capped at \$4,250.00.

Marketing & Outreach Activities:	\$3,500.00
Zone Works Training Workshop:	\$ 750.00
TOTAL:	\$4,250.00

6. TRAVEL CLAUSE: All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. The Contractor will be held to the State per diem rates in effect at the time of travel. For specific per diem (lodging, meals and incidentals) reimbursement rates, see California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.619. For this agreement, the Contractor's headquarters are located at 3800 Cornucopia Way, Ste C, Modesto, CA 95358. Per diem will not be reimbursed for travel within 50 miles of Contractor's headquarters.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.
4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS:** If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an

unsatisfactory evaluation with the DGS, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. **CONFIDENTIALITY/PUBLIC RECORDS:** The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. **CONFLICT-FUTURE BIDDING LIMITATION:** Pursuant to Public Contracts Code Section 10365.5:
 - (a) No person, firm, or subsidiary therefore who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES:** If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. **COPYRIGHTS AND TRADEMARKS:** The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

"Prepared as part of CalRecycle contract number DRR14111, total Contract Amount \$4,250, pursuant to Government Code Section 7550."
10. **DELIVERABLES:** All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
11. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.

12. **ENVIRONMENTAL JUSTICE**: In the performance of this Agreement, the Contractor 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. (Government Code Section 65040.12(e)).
13. **FORCE MAJEURE**: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will 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, or flood, or any other cause beyond the reasonable control of such party.
14. **GRATUITIES**: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. **IMPRACTICABILITY OF PERFORMANCE**: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. **INSURANCE**: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
- (b) The dates of inception and expiration of coverage shall be specified.
- (c) A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
- (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
- (f) The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. **LIABILITY FOR NONCONFORMING WORK:** The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects.

18. **LICENSE OR PERMITS:** The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. **LIQUIDATED DAMAGES:** It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.

20. **OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS:** CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

21. **PATENTS:** The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.

22. **PUBLICITY AND ACKNOWLEDGEMENT:** The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

23. **RECYCLED-CONTENT PRODUCT PURCHASING:** In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at:

www.calrecycle.ca.gov/RCP. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

24. **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 the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Project Manager for the purpose of solving the dispute.
26. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its 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 Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
28. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.

29. **TERMINATION:** CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
30. **UNRELIABLE LIST:** Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. **WASTE REDUCTION:** In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.
32. **WORK AUTHORIZATION:** If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manager will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
- (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
 - (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
 - (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
 - (d) Each work authorization will be numbered sequentially.

- (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 2. Augment the work authorization budget; or
 3. Authorize the Contractor to complete the work for the actual costs; or
 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

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STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery
 (CalRecycle)
 CalRecycle 74C (Rev. 05/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #:	Work Order #:

Recycled-Content Certification

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

This form to be completed by contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ Date _____
 Address _____ Phone _____
 Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, or telephone.

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire-Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight