



**SUSTAINABILITY COMMISSION
CITY OF PALM SPRINGS, CALIFORNIA**

www.palmsprings-ca.gov

www.yoursustainablecity.com

**September 24, 2018
5:00 PM**

**SPECIAL
MEETING AGENDA**

**Palm Springs City Hall
Large Conference Room
3200 E Tahquitz Canyon Way
Palm Springs, CA 92262**

COMMISSIONERS

Joe Jackson, Chair	Roy Clark, Vice Chair
Carl Baker	David Freedman
Jennifer Futterman	Greg Gauthier
John Goins	Robert McCann
T Santora	(Vacant)
Grant Wilson	

Staff representatives: Marcus L. Fuller, Assistant City Manager; Jay Virata, Director of Community & Economic Development; Amy Blaisdell, Communications Director; Dan DeGarmo, Program Coordinator; Gary Calhoun, Recycling Coordinator

City of Palm Springs Vision Statement: Palm Springs aspires to be a unique world-class desert community where residents and visitors enjoy our high quality of life and a relaxing experience. We desire to balance our cultural and historical resources with responsible, sustainable economic growth and enhance our natural desert beauty. We are committed to providing responsive, friendly, and efficient customer service in an environment that fosters unity among all our citizens.

Please **MUTE OR TURN OFF** all audible electronic devices for the duration of this meeting. Thank you!

- CALL TO ORDER**
- FLAG SALUTE**
- ROLL CALL**
- ACCEPTANCE OF AGENDA**

CITY MANAGER / STAFF COMMENTS **(5 MINUTES)**
Jay Virata, Director of Community & Economic Development

COMMISSION and STUDENT LIAISON REPORTS - As available. **(5 MINUTES)**

PUBLIC COMMENTS: This time is for members of the public to address the Sustainability Commission on Agenda items and items of general interest within the subject matter jurisdiction of the Commission. The Commission values your comments but, pursuant to the Brown Act, cannot take action on items not listed on the posted Agenda. Three (3) minutes are assigned for each speaker.

- A. WELCOME AND INTRODUCTIONS** **(5 MINUTES)**
- B. PRESENTATION –**
Alejandro Espinoza, Desert Healthcare District, “Health Info Place” **(15 MINUTES)**
- C. MEETING MINUTES** **(5 MINUTES)**
July 17, 2018 Regular Meeting Minutes
- D. RECYCLING REPORT - Gary Calhoun** **(10 MINUTES)**

E. OLD BUSINESS

(20 MINUTES)

1. Status of the Leaf Blower Brochure and Informational Campaign – Director Virata, Director Blaisdell
Motion: To approve expenditure of Sustainability Funds for additional radio and media exposure.
2. Report on status of hiring a manager for the Office of Sustainability – Commissioner Goins and Vice Chair Clark.

F. NEW BUSINESS

(30 MINUTES)

1. Report from the Standing Subcommittee on Waste Reduction. **Motion:** Recommend that the City Council adopt an ordinance implementing a “request only policy” for single use plastic straws for all beverage-supplying venues.
2. 2019 Sustainable Film Series – Megan Goehring, Market Manager, Palm Springs Cultural Center
3. Report on the Neighborhoods USA Conference (NUSA), May 15-18, 2019, in Palm Springs. **Motion:** The Sustainability Commission co-sponsor workshops/tours at the Conference at no cost to the Commission. Staff Report.
4. Discussion regarding naming the Community Gardens in memory of Michele Mician. Update on status of garden - Director Virata.
5. Battery Recycling Grant award. Status of other grant requests. Staff, Vice Chair Clark.
6. Discussion on an upcoming presentation from Anaergia regarding the OREX system for organic waste disposal – Commissioner McCann, Vice Chair Clark.

G. COMMITTEE AND COMMISSIONER REPORTS

(10 MINUTES)

1. Standing Subcommittee on Solar and Green Building - Commissioners Freedman and Goins
2. Standing Subcommittee on Waste Reduction - Commissioner McCann, Vice Chair Clark
3. Ad Hoc Subcommittee on Walkability & Pedestrian Planning - Commissioners Wilson, Gauthier, Futterman
4. Ad Hoc Subcommittee on Film Festival Programs – Commissioners Futterman and Gauthier
5. Ad Hoc Subcommittee on Bicycle Routes and Cycling – Jim Flanagan
6. Wellness – Commissioner Baker
7. Water - Commissioner Freedman
8. Outreach - Commissioner Futterman

H. COMMISSIONER COMMENTS

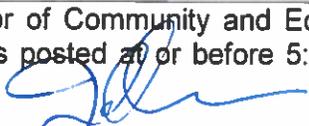
(5 MINUTES)

1. **ADJOURNMENT** - The meeting of the Sustainability Commission will adjourn to the Special Meeting of the Sustainability Commission to be held at 5:00 p.m. on Monday, October 22, 2018, in the City Hall Large Conference Room, 3200 E Tahquitz Canyon Way, Palm Springs CA 92262. The Sustainability Commission’s regular meeting schedule is at 5 p.m. the third Tuesday each month except August unless otherwise noted or amended.

It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk at (760) 323-8204 at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of Sustainability, City Hall, 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262. Agenda and staff reports are available on the City’s website www.palmspringsca.gov. If you would like additional information on any item appearing on this agenda, please contact the Office of Sustainability at 760-323-8248.

AFFIDAVIT OF POSTING: I, Jay Virata, Director of Community and Economic Development of the City of Palm Springs, California, certify this Agenda was posted at or before 5:00 p.m. on September 20, 2018, as required by established policies and procedures.


Jay Virata, Director of Community and Economic Development



SUSTAINABILITY COMMISSION - REGULAR MEETING MINUTES
 Tuesday, July 17, 2018 Palm Springs City Hall, Large Conference Room

CALL TO ORDER: Chair Jackson called the meeting to order at **5:00** p.m.

PLEDGE OF ALLEGIANCE: Led by Commissioner Freedman

ROLL CALL: A quorum was present for this Regular Meeting of the City of Palm Springs Sustainability Commission.

AGENDA APPROVAL: The agenda was presented by Chair Jackson. A motion to approve as amended removing item B. Election of Chair and Vice Chair from the agenda by Commissioner Freedman and seconded by Commissioner Santora and unanimously carried.

	This Meeting	Present to Date	FY 2017/2018 Excused Absences	FY 2017/2018 Unexcused Absences
Joe Jackson	X	61		
Roy Clark	X	25		
Grant Wilson	X	62		
David Freedman	X	36		
Jennifer Futterman	X	23	3	
Greg Gauthier	X	16	2	
John Goins	E	14	5	
Robert McCann	X	23	5	
T Santora	X	5	3	
Carl Baker	X	5	1	
Jessica Spry	E	6	1	

X = Present
 L = Late

E = Excused (notified Chair and Staff of absence)
 U = did not notify of absence

CITY STAFF PRESENT: David Ready, City Manager, Marcus Fuller, Assistant City Manager, Daniel DeGarmo, Program Coordinator, Gary Calhoun, Recycling Coordinator and Amy Blaisdell, Director of Communications.

CITY MANAGER / STAFF COMMENTS – City Manager David Ready reported that the Manager of Sustainability position has been posted and that there are currently 8 applications received. The position will remain posted for about another two weeks. Mr. Ready asked that he would like a Sustainability subcommittee to join him in reviewing the applications. Mr. Ready also stated that he would like to help get some of the projects that the Sustainability Commission is working on a lift with other City resources. Additionally, Mr. Ready is looking into other administrative resources to help with items on the agenda. He also pledged to be more engaged in the Commission. Comments and questions from the commissioners were presented and discussed.

COMMISSION LIAISON REPORTS – None.

PUBLIC COMMENTS – None

A. WELCOME AND INTRODUCTIONS – Chair Jackson recognized Director of Communications, Amy Blaisdell

B. ELECTION OF CHAIR AND VICE CHAIR – Tabled until January 2019 due to the term extensions to be given by City Council.

C. PRESENTATIONS: Lauren Bruggemans - “Sumba Hospitality Foundation: Educating and Empowering for Sustainable Futures”. Ms. Bruggemans presented a program on the hospitality school she is associated

Sustainability Commission Regular Meeting Minutes

July 17, 2018, 5 p.m. - Page 2

with on the island of Sumba in Indonesia. Sustainable Tourism and Sustainable Economy are two of the objectives of the school. Comments and questions from the commissioners were presented and discussed.

D. MEETING MINUTES

May 15, 2018 Regular Meeting minutes approval: Motion by Commissioner Santora to approve as presented, second by Commissioner Gauthier and approved unanimously by an open vote. Abstentions by Commissioners Baker and Futterman.

E. **RECYCLING REPORT**, Recycling Coordinator Gary Calhoun commented that he is working on the Annual Report due by August 1, 2018.

F. OLD BUSINESS

1. Status of the Leaf Blower Brochure and AQMD Exchange Program: Production and Distribution. Communications Director Amy Blaisdell explained that the City is working with the City's communications firm on a professional campaign for the Leaf Blower ordinance. The firm has developed some core concepts for the campaign and that a mailer is being developed to send out to landscapers and gardeners, partnering with CVAG to be sure as many landscapers and gardeners are reached. Also, a workshop is being developed for late September 2018 which will be presented in the Spanish language by a Diversity Consultant. Flyers will also be produced along with a media campaign. A consensus of which concept the commissioners like was requested. Target date for launching the campaign is late August, first week in September.
2. Continuing Discussion on a Proposed Ordinance regarding Clean Air, Smoking and Tobacco Use in the City of Palm Springs – Commissioner Baker stated that the Riverside County Tobacco Retailing Permit will be presented to City Council on the September 5, 2018 meeting. Commissioner Baker invited Paul Hinrichsen and Bob Heinbaugh to answer concerns regarding the proposed ban on smoking in public areas for the City of Palm Springs. Concerns on banning smoking in multi-unit housing and the Private Right of Action clause were discussed. Further discussion and action will be taken later this year.
3. Continuing Discussion on FY 2018-19 Budget: Recycling Fund 125 and Sustainability Fund 138 Program and Staff Expenses. Vice Chair Clark proposed that the Commission accept all of the items on the Budget Requests as submitted to the Commission at the June 19, 2018 meeting with the understanding that the actual dollar amounts are subject to change. Commissioner McCann presented the following motion for vote:
Motion: That the Sustainability Commission Program Budget as presented at the June 19, 2018 meeting be used as our Budget Template for the Fiscal Year 2018-19. Seconded by Commissioner Baker. Vote passed unanimously.

Comments and questions on the above reports from the commissioners were presented and discussed.

G. NEW BUSINESS

1. **Motion:** To authorize a Feasibility Study not to exceed \$30,000 regarding an Organic Waste Disposal System (OREX) tied to the Waste Water Treatment Plant –Vice Chair Clark requested that discussion on this item be deferred to the Waste Reduction report. Chair Jackson tabled this item.
2. Appointment of an Ad Hoc Committee on Bicycle Routes and Cycling. Chair Jackson requested that an Ad Hoc Committee on bicycling and bike routes be established. He reported that Jim Flannigan, a Palm Springs resident would like to be on the committee. Chair Jackson will ask for volunteers at the September 24, 2018 Special Meeting.
3. Re-authorize the Ad Hoc Subcommittee on Film Festival Programs and the Ad-Hoc Subcommittee on Walkability & Pedestrian Planning. Chair Jackson re-authorized the Ad Hoc Subcommittee on Film Festival Programs (Commissioners Futterman and Gauthier) and the Ad Hoc Subcommittee on Walkability & Pedestrian Planning (Commissioners Wilson, Gauthier, Futterman) through June 30, 2019.
4. Consideration of changing meeting time or date for the October 16, 2018 Sustainability Commission meeting due to a conflict with a City Council public hearing regarding creation of a City Council District-Based Electoral System. Mr. DeGarmo suggested that due to the availability of the Conference Room that Monday, October 22, 2018 would be the best date to hold the meeting. This date was accepted.

Comments and questions on the above reports from the commissioners were presented and discussed.

H. COMMITTEE AND COMMISSIONER REPORTS

1. Standing Committee on Solar and Green Building - Commissioners Freedman and Goins – Commissioner Freedman reported that the City received designation as a SolSmart City and that the National League of Cities is providing information on preparing the City for the new building codes becoming effective in 2020. He also stated that he met with Councilmember Middleton on a solar policy for the City. CVAG will be presenting information on the Desert Cities Energy program at a brown bag lunch on Thursday, July 19, 2018. Homes with Solar panels will not be converted until January 1, 2109. Mr. Freedman attended an Energy Conference in Sacramento.
2. Standing Committee on Waste Reduction - Commissioners McCann, Spry and Vice Chair Clark. Commissioner McCann reported that Councilmember Holstege will attend the subcommittee meeting on Monday, July 23, 2018 to discuss the polystyrene and plastic straw ordinance. He also reported on a meeting with City staff on placement of the new recycling containers that were received. Commissioner McCann gave a report on the organic waste disposal and the meeting that was held with Anaergia, PSDS, Veolia and City staff. There is a strong possibility that the Anaergia facility (OREX) could be added to the Waste Water Treatment plant. Commissioner McCann will come back to the Commission in September with a recommendation. Grant money is also available for the development of the program. Vice Chair Clark requested information on the battery recycling proposal he submitted for approval. Mr. DeGarmo reported that the grant awards will be made public at a meeting on or about July 22, 2018. Mr. DeGarmo will follow up and inform the Commission on the status.
3. Ad Hoc Committee on Walkability and Pedestrian Planning - Commissioner Wilson stated no report this month. Commissioner Wilson reported that the subcommittee met with Engineer Don Uyeno regarding the Safe Routes to School grant. He also reported that the City is currently working on a sidewalk gap closure project as well. Commissioner Wilson asked that support from the Commission be given for the project by sending the minutes to Mr. Uyeno. Mr. DeGarmo will send the minutes to him.
4. Ad Hoc Subcommittee on Film Festival Programs – Commissioner Gauthier reported that some follow up conversations were held with the Rivers and Lands Conservancy who sponsored a film festival earlier this year regarding the Sustainability Commission joining with them in March 2019 for a Wild and Scenic Film Festival.
5. Wellness – Commissioner Baker stated no further report.
6. Water - Commissioner Freedman reported on DWA workshop on 2018-19 rebate programs. Commissioner Freedman met with Parks Maintenance Supervisor Kenny Kershaw regarding turf to desert landscape at Victoria Park which would be eligible for a \$3.00 rebate from DWA. The application would have to be submitted by the end of next month to be reserved for funds. Mr. DeGarmo was asked to follow up with Facilities Maintenance Director Staci Schafer to get the application in to DWA. Water conservation numbers for June was 19.5% from the 2013 baseline with a cumulative savings of 13.3%. for the past 12 months. A presentation on the new State water conservation laws was presented at the DWA meeting also. The DWA water quality report has been posted on the DWA website. Commissioner Freedman would like to work with the new Sustainability Manager on a turf to desert landscape program.
7. Outreach – Commissioner Futterman reported on the World Environment Day event. A presentation of the exhibitors and attendance at the event was given showing the positive and negative issues of the event. The animal encounters were a big hit and attendance was up from last year. Statistics were presented on where attendees saw the information on the event. Recommendations for a better flow of the event in the future were also presented.

Comments and questions from the commissioners on the above reports were presented and discussed.

I. COMMISSIONER COMMENTS -

Commissioner Freedman stated that the City will be applying for a grant from AQMD for more electric vehicle charging stations. Chair Jackson stated that Vice Chair Clark will represent the Commission at the Library's Summer Reading Program bicycle giveaway. Commissioner McCann reported that the City is starting a grant program for the exterior of businesses to improve them. He asked if the grants could be used for interior recycling bins. The grant is only for exterior upgrades. Mr. DeGarmo reported that the Dunn Road project is 95% complete, only some smaller glass particles are left to be picked up.

- J. **ADJOURNMENT** - The meeting of the Sustainability Commission adjourned at 7:08 PM by a motion from Commissioner Gauthier and seconded by Commissioner McCann and approved by a unanimous vote. They

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July 17, 2018, 5 p.m. - Page 4

adjourned to the Special Meeting of the Sustainability Commission to be held at 5:00 p.m. on Monday, September 24, 2018, in the Large Conference Room at the Palm Springs City Hall. The Sustainability Commission's regular meeting schedule is at 5 p.m. the third Tuesday each month except August unless otherwise noted or amended.

Respectfully Submitted,

Jay Virata, Director of Community and Economic Development, For the Office of Sustainability

LEAF BLOWER
GUIDELINES
FOR THE CITY OF
PALM SPRINGS

**NO MORE
GAS
POWERED
LEAF
BLOWERS!**



**GASOLINE-POWERED LEAF
BLOWERS ARE PROHIBITED IN
THE CITY OF PALM SPRINGS
AS OF JANUARY 1, 2019.**

- Electric blowers will still be allowed.
- Blowing debris onto properties is prohibited.
- Blowing debris into adjacent streets is prohibited.

HOURS OF OPERATION:

Leaf Blowers may only be used during the following hours per the City of Palm Springs Municipal Code:
8:00 AM to 8:00 PM in residential zones
7:00 AM to 8:00 PM in all other zones

**CITY OF PALM SPRINGS
OFFICE OF SUSTAINABILITY AND
SUSTAINABILITY COMMISSION**

3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

760.323.8214
daniel.degarmo@palmspringsca.gov
PSLEAFBLOWERS.COM



**TRADE IN AND SAVE!
GET A NEW ELECTRIC
LEAF BLOWER!**



**SIGN UP FOR INFORMATION ON
THE AIR QUALITY MANAGEMENT
DISTRICT LEAF BLOWER
EXCHANGE PROGRAM:**

AQMD.GOV/SIGN-UP

**SAFETY FOR YOU AND OTHERS!
WHEN OPERATING A LEAF
BLOWER:**

- Wear ear and eye protection.
- Wear sturdy shoes, work gloves, and protective clothing.
- Wear a dust mask or respirator as appropriate.
- Never point the blower in the direction of people or animals.
- Stop blowing if people are within 50 feet.
- **USE THE LOWEST BLOWER SPEED THAT WILL DO THE JOB.**

EFFECTIVE JANUARY 1, 2019

BE ELECTRIC!

GUÍAS DE LA
CIUDAD DE PALM
SPRINGS PARA
LOS SOPLADORES
DE HOJAS

¡NO MÁS SOPLADORES DE HOJAS POR USO DE GAS



A PARTIR DEL 1 DE ENERO
DEL 2019, LOS SOPLADORES
DE HOJAS POR USO DE GAS
SERÁN PROHIBIDOS EN LA
CIUDAD DE PALM SPRINGS

- Todo tipo de soplador eléctrico todavía estará permitido.
- Se prohíbe el soplar de escombros en propiedades.
- Se prohíbe el soplar de escombros en calles adyacentes.

HORAS DE OPERACIÓN:

Los Sopladores de Hojas sólo pueden utilizarse durante las siguientes horas por el Código Municipal de la Ciudad de Palm Springs:

8:00 AM a 8:00 PM en zonas residenciales

7:00 AM a 8:00 PM en todas las otras zonas

CIUDAD DE PALM SPRINGS OFICINA DE LA SOSTENIBILIDAD Y COMISIÓN DE SOSTENIBILIDAD

3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

760.323.8214

jdaniel.degarmo@palm Springs.ca.gov

PSLEAFBLOWERS.COM



CÁMBIALO Y AHORRA!
¡CONSIGA UN NUEVO
SOPLADOR DE HOJA
ELÉCTRICO!



REGÍSTRESE PARA OBTENER
INFORMACIÓN SOBRE EL
PROGRAMA DE INTERCAMBIO
DE SOPLADORES DE HOJA DEL
DISTRITO PARA EL MANEJO DE
CALIDAD DE AIRE.

AQMD.GOV/SIGN-UP

PARA LA SEGURIDAD DE USTED
Y SUS VECINOS AL USAR UN
SOPLADOR DE HOJAS, FAVOR
DE SEGUIR LAS SIGUIENTES
PRECAUCIONES:

- Use protección para los oídos y los ojos.
- Use zapatos robustos, guantes de trabajo y ropa protectora.
- Use una mascarilla contra el polvo o un respirador según corresponda.
- Nunca apunte el soplador en la dirección de personas o animales.
- Deje de soplar si la gente está dentro de 50 pies.
- **UTILICE LA VELOCIDAD MÁS BAJA DEL SOPLADOR QUE HARÁ EL TRABAJO.**



Standing Subcommittee on WASTE REDUCTION (SSCowR) REPORT

TO: The Palm Springs Sustainability Commission

FROM: Members of the SSCowR

SUBJECT: Proposed Ordinance Requiring an “On-Request-Only” Policy for Single Use Plastic Straws for Beverage-Providing Establishments.

DATE: August 9, 2018

SUMMARY

This report is presented to the Sustainability Commission in advance of a vote to recommend a “request only policy” ordinance on single use plastic straws for consideration by the Palm Springs City Council.

The ordinance would require all venues that provide beverages to the general public (restaurants, bars, movie theaters, etc.) to adopt a plastic straws-upon-request-only policy. The ordinance would also provide a description of requirements for participating venues to follow to enable the City to track compliance with, and effectiveness of, the Ordinance.

BACKGROUND

On October 6, 2011, the State of California adopted AB 341, which mandates that not less than 75% of solid waste generated by municipalities be diverted from landfill by the year 2020, and annually thereafter. The Palm Springs Sustainability Plan, approved by the City Council in 2016, set a goal of diverting 90% of all waste generated by the

City from landfill by 2030.

Single use plastic straws

Extrapolating from nation-wide figures on plastic straw usage, approximately 75,000 plastic straws are added to the City of Palm Springs municipal solid waste stream every day. Small and lightweight, plastic straws often do not make it into recycling bins. Even if they do, most such straws are too lightweight to make it through mechanical recycling sorters. They drop through sorting screens and mix with other materials too small to separate, contaminating recycling loads and ending up in landfill, where a single straw can take up to 200 years to decompose.

Plastic straws are made out of petroleum bi-product polypropylene, which is similar to the fuels we put into our cars. When straws begin to breakdown, they release harmful toxins that pollute the environment. When exposed to hot water or steam, plastic straws can easily melt and leak toxins.

Refusing the single-use plastic straw would be the easiest and simplest way for everyone to take action to reduce the quantity of plastic straws in our waste stream. However, the high daily volume of plastic straw usage reflects the fact that members of the public very rarely request that restaurants or other beverage-supplying venues withhold plastic straws in advance of receiving their beverage. Thus, there is a clear need for municipal legislation to reduce plastic straw use, and assist the City with complying with increasingly stringent requirements and goals to minimize the amount of city waste that ends up in landfill.

Outright bans on plastic straws are being adopted by an ever-increasing number of municipalities and businesses. However, a less drastic option is also available: An ordinance requiring beverage-supplying venues to transition from automatically providing plastic straws to a “plastic straws-on-request” only policy. Such policies have been shown to be highly effective; for example, the Alamo Drafthouse Theatre Chain reported recently that adoption of a “request-only” policy in their Denver movie theaters cut straw usage by a full 75%.

Comment [RM1]: This section is in great need of further description of the efficacy of “straws-on-request” policies for reducing plastic straw usage. I remember hearing that such policies result in 70% reduction in number of straws supplied by restaurants. Can this figure be included here, and the data sourced?

CURRENT LEGISLATION

California AB 1884 was introduced on Jan 18, 2018, requiring full service (dine-in) restaurants to have a plastic straw-upon-request-only policy.

Position & Status:

- Amended February 5, 2018 to move bill provisions to a stand-alone code section, not subjected to health code violations.
- Amended April 16, 2018 to exempt order-at-the-counter restaurants and include a maximum calendar-year penalty of \$300.
- Passed Assembly Natural Resources Committee on April 26, 2018
- Passed Assembly Appropriations committee on May 23, 2018.
- Passed Assembly floor vote on May 30, 2018
- Passed Senate Environmental Quality Committee on June 20, 2018.
- **Next Steps:** Hearing in Senate Appropriations Committee and then a full vote by the State Senate.

Current cities with straw legislation

Seattle	first major city to ban plastic straws
San Francisco	ban going into effect in July of next year.
Malibu	voted in February of this year to ban plastic straws and cutlery in retail stores and restaurants.
Manhattan Beach	voted in April of this year to ban plastic straws and cutlery in retail stores and restaurants.
San Luis	plastic straws to be available only by request in the city
Santa Cruz	plastic straws and cutlery in food service businesses banned since 2017.

Current businesses/institutions implementing straw legislation

Disney, Brooklyn's Barclays Center and Long Island's Nassau Coliseum all announced they are getting rid of single-use plastic straws because they're bad for the environment.

Marriot International announced it would remove plastic straws and drink stirrers from all of its hotels worldwide by next year. Hilton Hotels and Hyatt Hotels Corp. have said the same, American Airlines is also planning to replace plastic straws and drink stirrers with biodegradable alternatives.

Starbucks announced earlier it plans to eliminate plastic straws from its stores by 2020.

Chico State University is the first university to become a straw free campus.

Comment [RM2]: Date that Chico went "straw-free" should be included.

REQUEST:

The SSCowR recommends that an ordinance implementing a "request only policy" on single use plastic straws for all beverage-supplying venues be developed and submitted to the Palm Springs City Council for consideration.

RESPECTFULLY SUBMITTED:

Robert McCann

Jessica Spry

Roy Clark

Appendix 1: Recommended Implementation Details

Sunset provisions/Phase-in period: Most ordinances allow one year for businesses to come into compliance.

Compliance should be achieved by Code enforcement, which will investigate businesses when complaints arise. In addition, all businesses should submit compliance forms, including data on request and usage levels, which can be electronically delivered, signed and returned, to save on paper waste.

A link on the sustainability page on the City of Palm Springs website and Facebook page should be added to explain the ordinance, identify biodegradable alternatives to plastic straws, encourage businesses to transition to alternatives, and display the code compliance hotline number.

GRANT NUMBER HD31-18-0047	
NAME OF GRANT PROGRAM 2018-19 Household Hazardous Waste Discretionary Grants	
GRANTEE NAME City of Palm Springs	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT NOT TO EXCEED \$35,450.00
TERM OF GRANT AGREEMENT FROM: August 20, 2018	TO: September 30, 2021

The Department of Resources Recycling and Recovery (CalRecycle) and City of Palm Springs (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) City of Palm Springs	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Deputy Director, CalRecycle	DATE	TITLE	DATE
		PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Community & Economic Development 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	

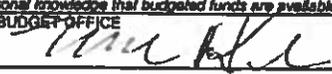
CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$35,450.00	FISCAL YEAR / PROGRAM 2018-19 Household Hazardous Waste Discretionary Grants	FUND TITLE IWMA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	CHAPTER 29	STATUTE YEAR 2018
	ORG CODE 3970	REFERENCE 101
	FUND CODE 0387	ENACTMENT YEAR 2018

CalSTRS Object of Expenditure			
TOTAL AMOUNT ENCUMBERED TO DATE \$35,450.00	INDEX 7820	PCA G6002	OBJECT 702

FISCAL Comparable Expenditure Information		
REPORTING STRUCTURE 39707820	PROGRAM (PGM-SUB-TSK) 3700000224	ACCOUNT 5432000

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 CALRECYCLE BUDGET OFFICE 	DATE 2/16/18
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Application

Generated By: Annabel Farrall

Application Information

Applicant: City of Palm Springs

Cycle Name: Household Hazardous Waste Discretionary Grants

Application Due Date: 3/20/2018

Cycle Code: HD31

Secondary Due Date: 4/24/2018

Grant ID: 20749

Grant Funds Requested: \$50,000.00

Matching Funds: \$0.00 (if applicable)

Awarded Funds: \$35,450.00

Project Summary: CalRecycle has edited the following summary to reflect the approved grant project: The City of Palm Springs is seeking a grant in the amount of \$35,450 with which to establish a City-wide Household Battery Recycling Program and concurrent Education & Outreach Initiative. Collection containers designed exclusively for this purpose will be prominently positioned in a network of 8 municipal drop-off sites that are accessible to residents, visitors and businesses. The program will be supported by a robust marketing campaign and public education/awareness component.

Applicant/Participant

Name: City of Palm Springs

Lead: X

Federal Tax ID: 95-6000757

Jurisdiction: Palm Springs

County: Riverside

Contacts

Contact Name	Title	Phone	Fax	Email	Prime	Second	Auth	Cnsit
Harriet Baron Office of Resource Development 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Title: Director of Resource Development	Phone: 7603228367	Fax:	Email: harriet.baron@palmspringsca.gov	X			
Daniel DeGarmo Community and Economic Development - 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Title: Program Coordinator, Office of Sustainab	Phone: 7603238248	Fax:	Email: daniel.degarmo@palmspringsca.gov		X		
Marcus Fuller 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Title: Assistant City Manager	Phone: 7603228380	Fax:	Email: marcus.fuller@palmspringsca.gov			X	

Budget

Category Name	Amount
Admin Costs	\$7,600.00
Collection	\$2,550.00
Education	\$14,700.00
Equipment	\$0.00
Personnel	\$10,600.00
Training	\$0.00
Upgrade/Expansion	\$0.00

Site Information**Palm Springs City Hall**

3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Site Type: HHW Facility
County: Riverside
Budget Amount: 6250.0000

Palm Springs Public Library

300 S. Sunrise Way
Palm Springs, CA 92262

Site Type: HHW Facility
County: Riverside
Budget Amount: 6250.0000

Palm Springs Leisure Center

401 Pavilion Way
Palm Springs, CA 92262

Site Type: HHW Facility
County: Riverside
Budget Amount: 6250.0000

Demuth Community Center

3601 E. Mesquite Avenue
Palm Springs, CA 92264

Site Type: HHW Facility
County: Riverside
Budget Amount: 6250.0000

James O. Jessie Desert Highland Unity Center

480 Tramview Road
Palm Springs, CA 92262

Site Type: HHW Facility
County: Riverside
Budget Amount: 6250.0000

Welwood Murray Memorial Library

100 S. Palm Canyon Drive
Palm Springs, CA 92262

Site Type: HHW Facility
County: Plumas
Budget Amount: 6250.0000

Palm Springs Fire Station #2

300 N. El Cielo Road
Palm Springs, CA 92262

Site Type: HHW Facility
County: Riverside
Budget Amount: 6250.0000

Palm Springs International Airport

3400 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Site Type: HHW Facility
County: Riverside
Budget Amount: 6250.0000

Documents**Document Title****Received Date****Required**

Application Certification	ApplicationCertification_2018	3/19/2018
Narrative Proposal	Narrative Proposal	3/15/2018
Permits, Licenses, and Filings Checklist	General Checklist of Business Permits, Licenses and Filings	4/19/2018
Work Plan	WP_CityofPalmSprings_HD31.doc	3/19/2018

Required By Secondary Due Date

Resolution/Letter of Commitment	Current CalRecycle Resolution	3/13/2018
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Other Supporting Document(s)

EPPP Policy Certification/Notification		
Joint Powers Agreement		
Letter of Authorization/Resolution		
Letter of Commitment		
Letter of Designation	Letter of Designation from City Manager	4/19/2018

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

EPPP

Does your entire organization have an existing Environmentally Preferable Purchasing and Practices (EPPP) Policy?

Yes, our entire organization has an existing EPPP Policy. (Must answer Yes to be eligible).

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

Not Applicable. This application does not include any charter cities.

EXHIBIT A TERMS AND CONDITIONS

Household Hazardous Waste Grant Program Fiscal Year 2018–19

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
31th Cycle (Construction) – Fiscal Year 2018–19**

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

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INTRODUCTION

The Department of Resources Recycling and Recovery (CalRecycle) administers the Household Hazardous Waste (HHW) Grant Program. 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 Date	Grant Term Begins on the date the Notice to Proceed is emailed.
September 30, 2019	Progress Report #1 Due Covering activities from Notice to Proceed to September 1, 2019
September 30, 2020	Progress Report #2 Due Covering activities from September 2, 2019 to September 1, 2020
September 30, 2021	Final Report and final Payment Request Due Covering activities from Notice to Proceed to September 30, 2021
September 30, 2021	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) (or subcontractor) 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) or subcontractor(s).

If a (sub) contractor is placed on the CalRecycle Unreliable List (<http://www.calrecycle.ca.gov/Funding/Unreliability/List.htm>) 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 email. Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. The Grant Term ends on September 30, 2021 and all eligible program costs must be incurred by this date.

The Final Report and final Payment Request are due on September 30, 2021. CalRecycle recommends reserving the period from September 1, 2021 to September 30, 2021 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 Notice to Proceed 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.

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.
- Project to:
 - Determine and implement 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).
 - i. 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.
 - ii. If refillable propane cylinders are used as incentives, it cannot be larger than one pound.
- Set-up and operation of temporary or mobile collection program for one-day or multi-day collection events. It includes promoting, handling, permitting, and disposal costs for the following except for those materials that are currently covered by another recycling/collection program (e.g. covered electronic waste, cell phones, thermostat, etc.):
 - Common HHW materials and universal waste
 - Marine flares
 - Propane gas cylinders up to 5 gallons
 - Solar panels as a pilot project. Awardees are required to collect and report data on type/style of panels, manufacturer, volume, and the method of disposal.

- New or expanded curbside and/or door-to-door collection programs to allow for the collection of new and eligible HHW materials.
- Minor improvements to an existing HHW facility. (Examples include: storage bins, signage, painting, paving, shelving, etc.)
- Purchase of personal protection equipment.
- 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training.
- Indirect costs up to 10 percent of the total grant funds that have been reimbursed. For more detail, refer to the Indirect Costs section below.

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 receipt of the Notice to Proceed email or after September 30, 2021
- Any costs, such as equipment, maintenance, repairs, tools, supplies, or services not related to the approved project
- 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
- HAZWOPER 40-hour and 24-hour courses
- Honoraria, stipends, prizes, royalties, strictly promotional give-away items (SWAG), etc.
- Management, handling, disposal, or treatment of radioactive, explosives, or 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 with grant funds
- 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.
- For one pound propane or marine flare projects, ineligible incentives include: monetary or SWAG incentives, rechargeable batteries, propane canisters/tanks over one pound, adapters, valves, caps or other accessories used for home refilling of propane canisters.
- Handling and recycling costs for HHW collected from commercial entities
- Costs deemed unreasonable or not related to the grant project by the Grant Manager

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

MODIFICATIONS

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).

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 items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- 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 (<http://www.calrecycle.ca.gov/gallery/>) as reflected on the CalRecycle website, 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/>) 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/>) are available for use. For large equipment, a CalRecycle bumper sticker (<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 in GMS on the Summary tab of the Grant Management module. For further instructions regarding GMS, including login directions, see the section above entitled, Grant Management System.

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. 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**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
 5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.
-

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 on **September 30, 2019** (covering grant activities from the Notice to Proceed through September 1, 2019).
- **Progress Report #2** is due on **September 30, 2020** (covering grant activities from September 2, 2019 through September 1, 2020).
- The **Final Report** is due on **September 30, 2021** (covering grant activities from the Notice to Proceed through September 30, 2021).

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Reimbursement may be requested only three times during the Grant Term. In conjunction with (or after) submission of the Progress Reports and in conjunction with the Final Report.
3. The grantee must submit the required Progress Reports/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/>) 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. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

Note: Once a transaction is saved select the transaction number from the Payment Request tab to access it again. Please do not create multiple transactions for the same requested funds.

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, must be uploaded to GMS.**

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. Cost and Payment Documentation

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)

C. Expenditure Itemization Summary (EIS) (CalRecycle 667)

Each EIS must be accompanied by supporting documentation for each line item expense. All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the Grantee's approved Budget and Work Plan.

- 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.

RESOLUTION NO. 23890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, SUPPORTING AND AUTHORIZING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF PALM SPRINGS IS ELIGIBLE AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL SUCH APPLICATIONS AND AGREEMENTS.

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Palm Springs authorizes the submittal of applications to CalRecycle for all grants for which City of Palm Springs is eligible; and

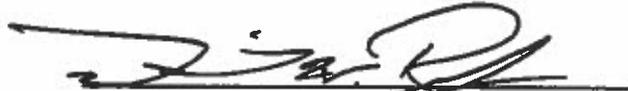
BE IT FURTHER RESOLVED that the City Manager, or designee, is hereby authorized and empowered to execute in the name of the City of Palm Springs all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE THAT THE CITY COUNCIL OF THE CITY OF PALM SPRINGS ENDORSES AND SUPPORTS THE RESOLUTION AUTHORIZING THE APPLICATION FOR ALL CALRECYCLE GRANTS FOR THE NEXT FIVE YEARS.

CERTIFIED COPY	
I certify that this is a true and correct copy of the document on file in the official records of the City of Palm Springs.	
	
Chief Deputy City Clerk	
This certification must appear in blue with an original signature.	

ADOPTED THIS 2ND DAY OF SEPTEMBER, 2015.



David H. Ready, City Manager

ATTEST:



James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 23890 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on the 2nd day of September, 2015, by the following vote:

AYES: Councilmember Foat, Councilmember Hutcheson, Councilmember Mills,
Mayor Pro Tem Lewin, and Mayor Pougnet.
NOES: None.
ABSENT: None.
ABSTAIN: None.



James Thompson, City Clerk
City of Palm Springs, California



City of Palm Springs

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
Tel: 760.323.8200 • Fax: 760.323.8207 • TDD 760.864.9527 • www.palmspringsca.gov

April 18, 2018

Jayne Tesser
Fiscal and Process Oversight
CalRecycle
1001 I Street, 9th Floor, 9-57E
Sacramento, CA 95814

RE: Letter of Designation – Grant and Payments Program

Dear Mr. Tesser,

Pursuant to the City of Palm Springs Resolution, No. 23890, authorizing an application for the **Household Hazardous Waste Grant Program**, I am the designated Signature Authority for the City of Palm Springs. I am authorized by the Resolution to execute on behalf of the City of Palm Springs on all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the **Assistant City Manager, Marcus Fuller**.

This delegation is effective during FY 2018-19 or until rescinded by me or my successor.

Respectfully,

A handwritten signature in blue ink, appearing to read "David H. Ready".

David H. Ready, Esq., Ph.D.
City Manager
CITY OF PALM SPRINGS
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Ph: 760-322-8362



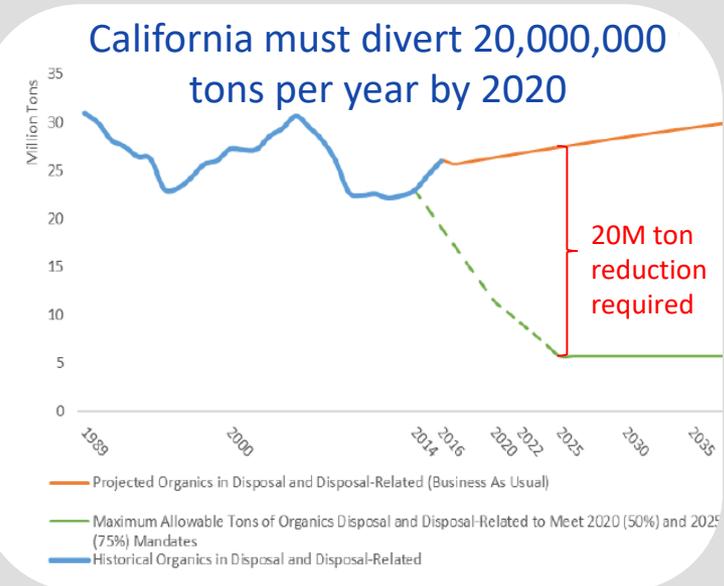
Organics Recycling and Renewable Energy Production Project

City of Palm Springs

Overview

- Organics diversion regulatory requirements
- Solution linking organics in Municipal Solid Waste (MSW) collected by Palm Springs Disposal Services with anaerobic digestion at the City's Wastewater Treatment Plant
- Project Benefits
- Example Projects
- Next Steps

State Law Requires 75% Organics Diversion by 2025



Source: Calrecycle

Cities are required to divert organics in solid waste from landfill by state law:

AB 1826

- Requires organics diversion and recycling by commercial generators
- Started in 2017, 2019 major ramp up to many generators

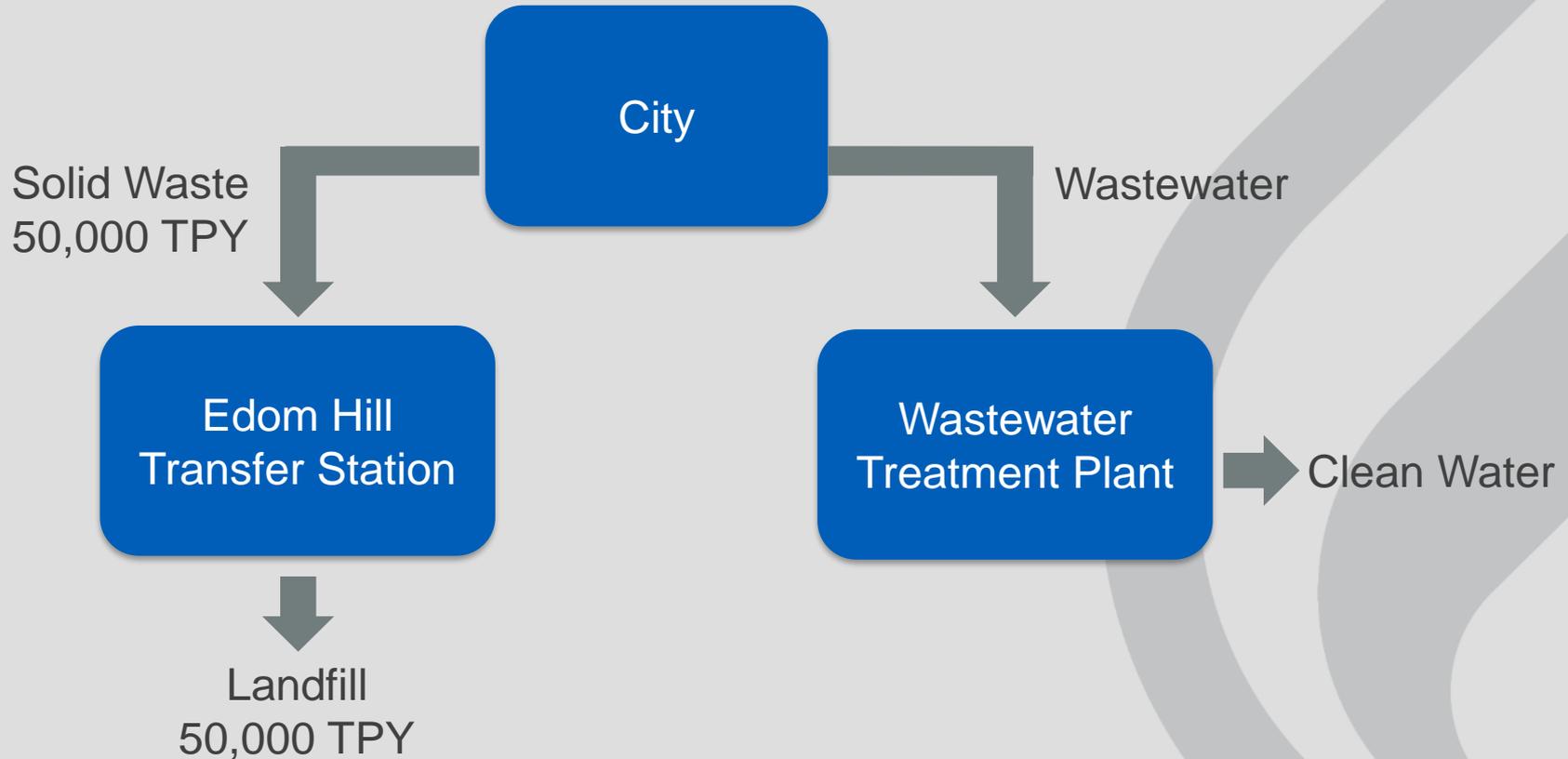
SB 1383: Reduce Greenhouse Gas Emissions by 2020 to 1990 levels, California Air Resources Board

- Organics collection in 2 or 3 bin system
- Organics must be diverted from landfill and sent to beneficial reuse.
- Enforcement with liquidated damages (\$10k/day)
- Landfill's are 3rd largest methane emission source

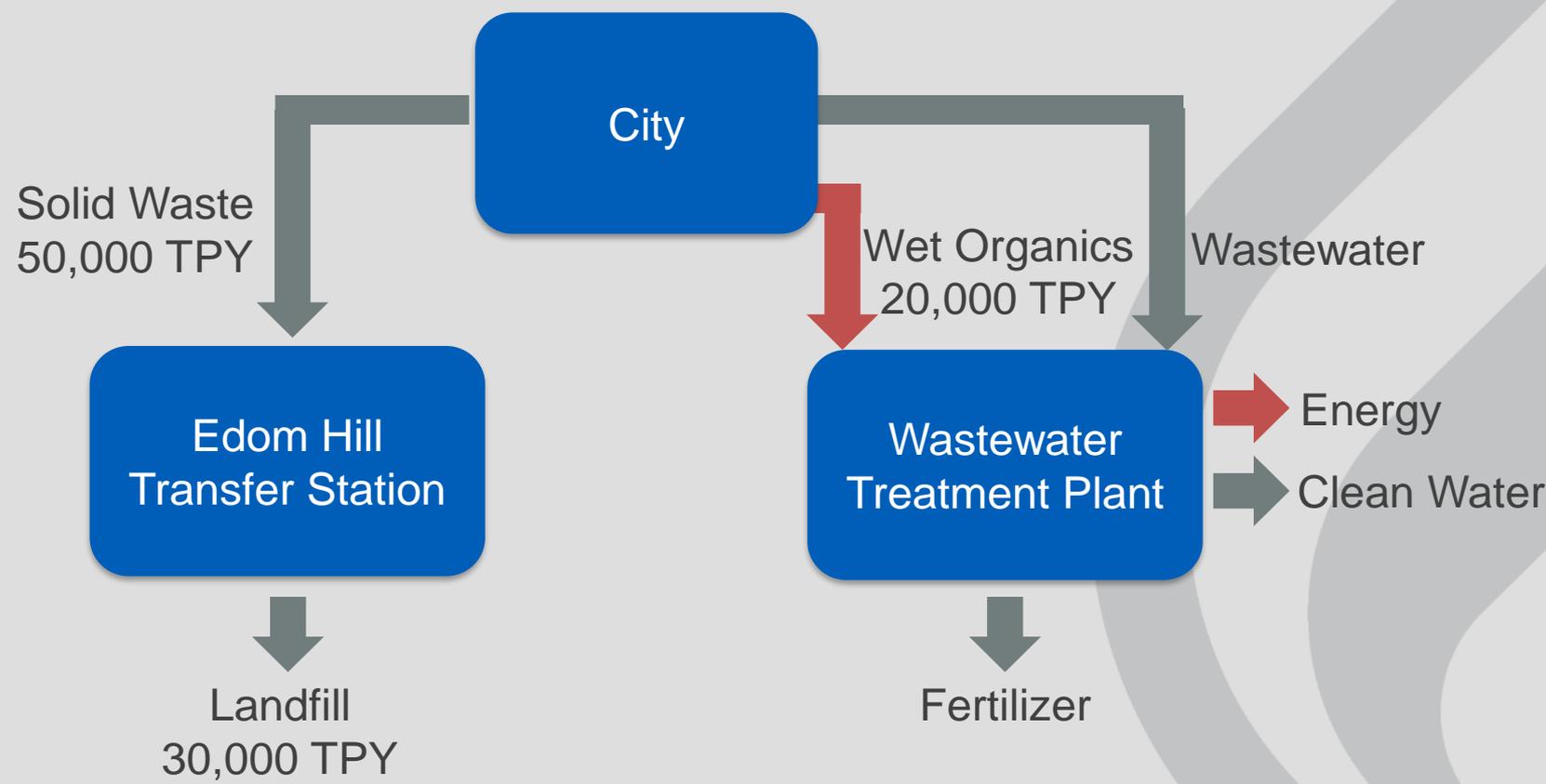
City of Palm Springs has a landfill diversion goal of 90% by 2030

Palm Springs Current Management of Solid Waste

Landfills Organic Waste



Using Wastewater Infrastructure Is An Efficient Way to Recycle Organics Waste and Recover Renewable Energy

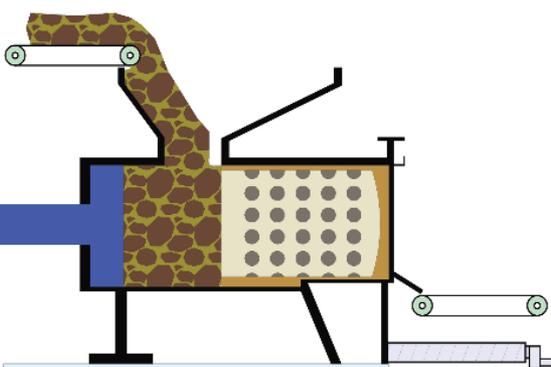


Technology enables diversion of organic waste from landfill and production of renewable energy at wastewater treatment plants

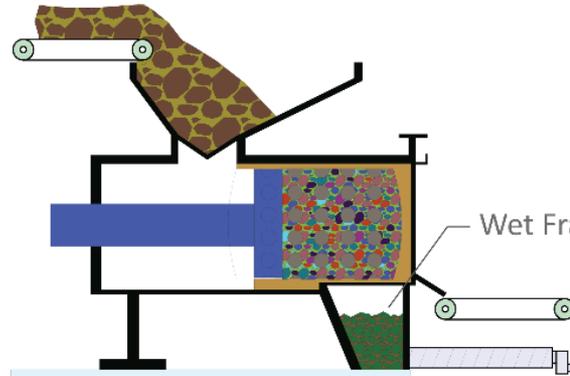
Organics Extrusion Press (OREX) Separates Organics from Mixed Solid Waste to Produce Renewable Energy and Fertilizer at Wastewater Treatment Plants



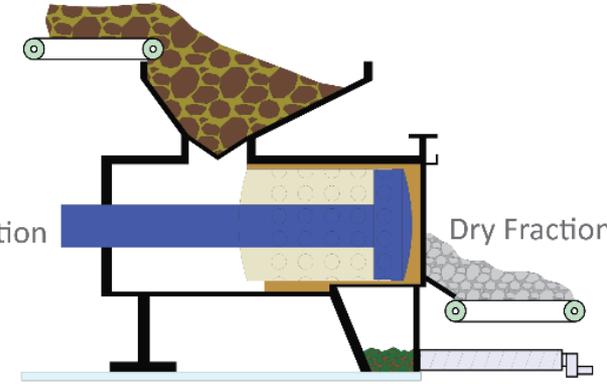
MSW Feed



Feed Phase (Low Pressure)



Compression Phase (High Pressure)



Expulsion Phase (Low Pressure)

OREX Separates Mixed Solid Waste Eliminating the Need for Source Separation at Residences and Businesses Which is Costly (4x more).

Proposed Site



RETROFIT PALM SPRINGS WASTEWATER TREATMENT PLANT TO PRODUCE ENERGY FROM ORGANICS IN SOLID WASTE



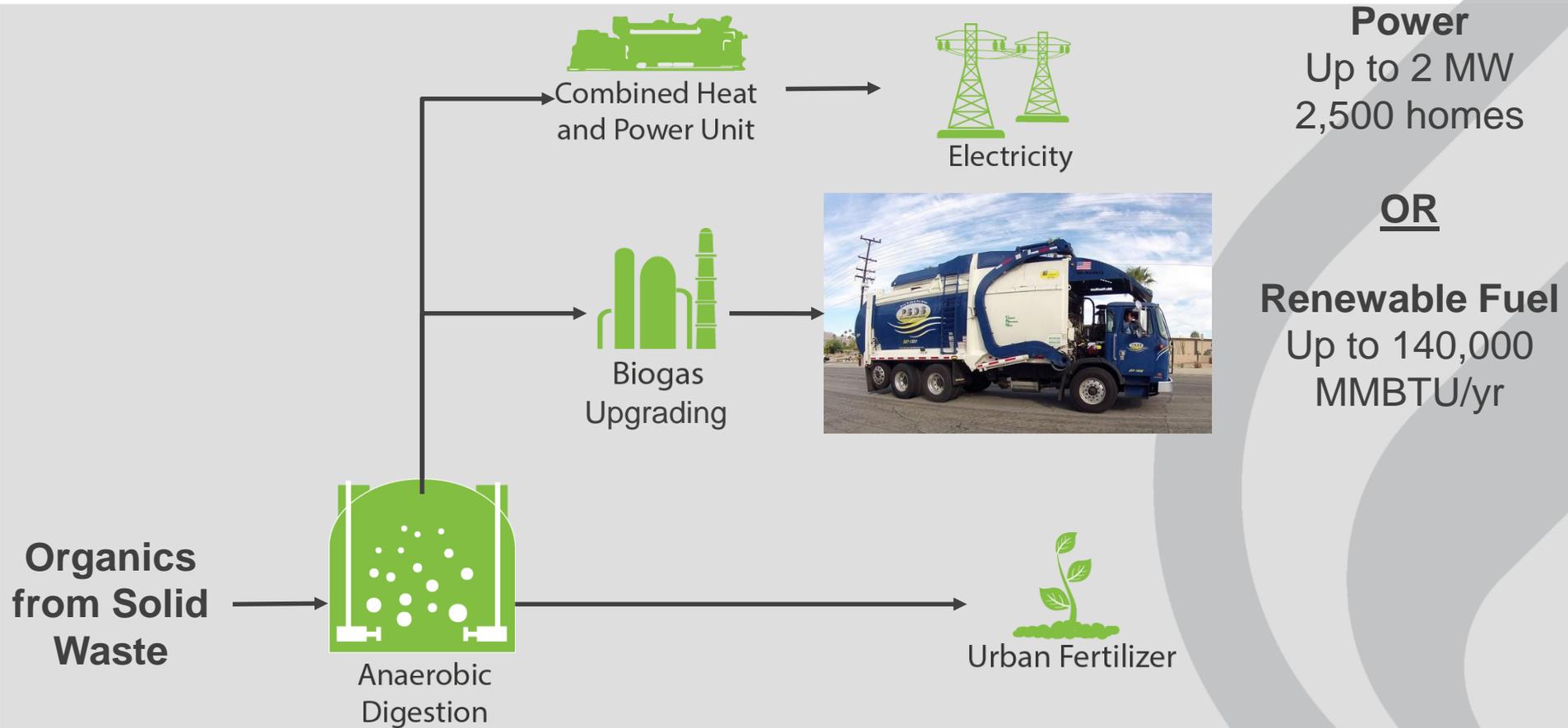
Omnivore™

1 Service boxes allow high-solids hydraulic mixers to be accessed for maintenance without shutting down the digester

2 At the heart of the Omnivore™ system, a recuperative thickener that facilitates high-solids digestion. It decouples solids retention time from hydraulic retention time

3 External feedstock such as FOG and food waste is fed to the Omnivore™ through the waste reception station

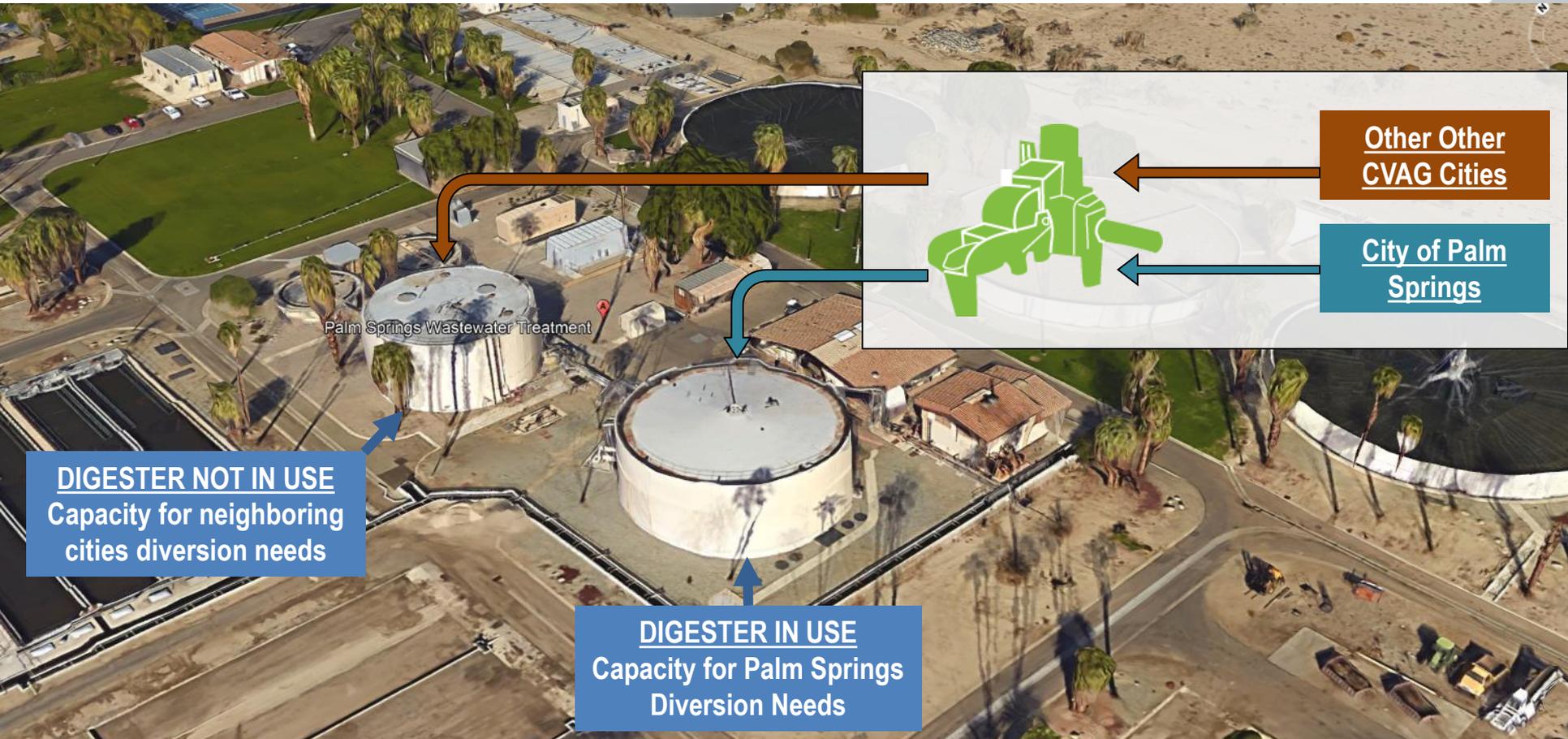
Resource Recovery from Solid Waste



Estimated Financial Impact

- New building with solid waste processing equipment
- Pipeline to pump organics from solid waste to wastewater plant
- Retrofit at the wastewater treatment plant with production of renewable energy
- Typically this results in 5 – 10% solid waste rate increase

Wastewater Plant has Double the Capacity Needed for Palm Springs Diversion Needs



- Processing waste from neighboring cities can offset recurring costs through 2nd shift of OREX operation
- State grants available (\$3-5M each) from Calrecycle and California Energy Commission

Next Steps

- Sustainability Commission and City Council approval to move forward with alternatives analysis and concept design with Anaergia \$68,900.
- City Council to direct staff to commence critical project tasks pursuant to approval of project and Council recommendation:
 - Permitting (CEQA)
 - Engineering design
 - Interconnection studies
 - Site control (lease, ownership)
 - Agreements (feedstock, operation, etc)
- Prepare for Grant Applications
- Contact CVAG and present proposal to haul their Municipal Solid Waste to the Palm Springs Facility.



Thank You

Yaniv Scherson

Managing Director, Western U.S.

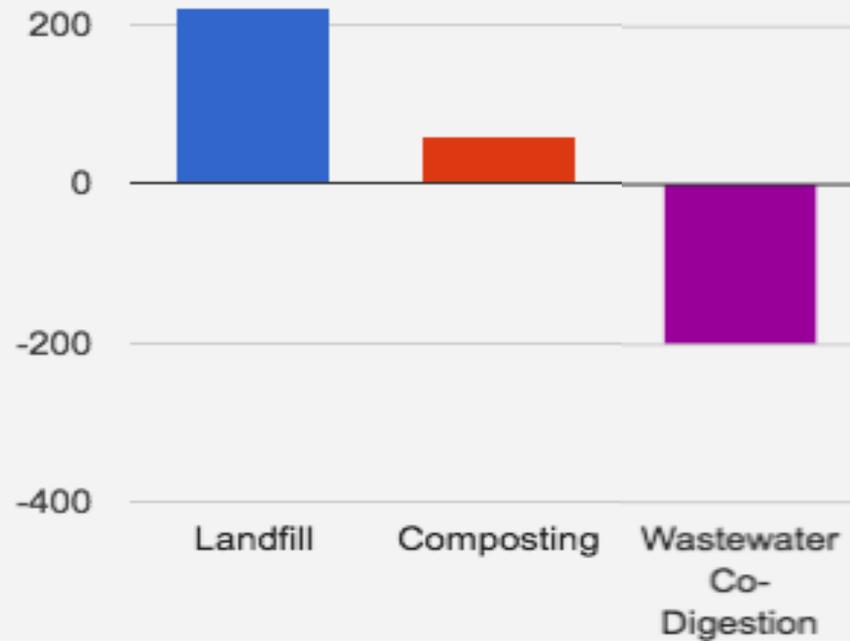
yaniv.scherson@anaergia.com



Additional Background Information

Biogas Is A Carbon Negative Fuel That Sequesters Carbon

Lifecycle Emissions of Food Waste Processing - KG of CO₂e/Ton of Waste



Source: Yoshida, Gable, and Park, 2012

Anaergia's Integrated Solid Waste Systems on Four Continents



Goa, India

Processes 36,000 TPY of MSW using OREX and a digester to produce electricity, biogas, and refuse derived fuel (RDF) achieving a 94% recovery.

Operational: March 2016



Singapore

Processes 35,000 TPY of SSO with 25% contamination using OREX and a digester and generating 2MW of power.

Operational: November 2016



Cardiff, UK

Processes 42,000 TPY of SSO food waste using OREX

Operational: December 2016



Cape Town, South Africa

Processes 140,000 TPY of MSW using OREX to produce wet fraction for AD and bio-methane.

Operational: March 2017



San Francisco, CA

Processes 36,000 TPY of MSW using OREX at Recology

Operational in April, 2017



Limassol, Cyprus

Processes 140,000 TPY of MSW using OREX and a suite of Anaergia technologies to produce biogas, recyclables, and RDF to achieve 89% recovery

Operational: September 2017



Rialto BioEnergy Facility



PUBLIC UTILITIES



An EDISON INTERNATIONAL Company



Rialto Bioenergy Process Diagram

