



RESOLUTION No. 18-497

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING CONTRACT BETWEEN NEVADA COUNTY AND THE CALIFORNIA PRODUCT STEWARDSHIP COUNCIL (CPSC) FOR EDUCATION AND OUTREACH ACTIVITIES TO PROMOTE USE OF REFILLABLE 1 LB. PROPANE CYLINDERS IN NEVADA COUNTY IN THE AMOUNT NOT TO EXCEED \$50,000, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT, AND APPROVING A BUDGET AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Nevada County has been awarded a competitive Household Hazardous Waste (HHW) grant made available by the California Department of Resources Recycling and Recovery (CalRecycle) in the amount of \$50,000 and these monies are designated to help local governments establish or expand HHW collection programs; and

WHEREAS, in partnership with the California Product Stewardship Council (CPSC) these funds will be used to establish retail locations in Nevada County to sell, refill and/or exchange refillable 1lb propane cylinders and conduct an outreach and education campaign to encourage the use of refillables and promote the safe disposal of standard disposable propane cylinders; and

WHEREAS, this contract will begin October 1, 2018, and end September 30, 2021, with a maximum contract amount not to exceed \$50,000; and

WHEREAS, this contract will be funded by the Fiscal Year 2018/19 Solid Waste Administration account 0101-40402-705-1000/521520. Expenditures will be reimbursed from the State. A budget amendment is included.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the contract between Nevada County and the California Product Stewardship Council (CPSC), in an amount not to exceed \$50,000, for HHW outreach and education. The contract term shall be from October 1, 2018 to September 30, 2021.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of the County of Nevada the agreement between Nevada County and the California Product Stewardship Council (CPSC).

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors authorizes the proposed amendment to the Fiscal Year 2018/19 Solid Waste Administration budget in the amount of \$50,000 and directs the Auditor-Controller to amend the budget as follows:

Increase Budget:	
0101-40402-705-1000/445205	\$50,000
0101-40402-705-1000/521520	\$50,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of October, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

10/09/2018 cc: DPW*
AC* (Hold)

10/25/2018 cc: DPW*
AC* (Release)
CPSC

PERSONAL SERVICES CONTRACT
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and
The California Product Stewardship Council (CPSC)

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Education and outreach activities to promote use of refillable 1 lb. propane cylinders in Nevada County**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$50,000
 (§3) **Contract Beginning Date:** 10/1/2018 **Contract Termination Date:** 9/30/2021
 (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>x</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>x</u>
	(\$1,000,000) Business Rated	<u>x</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>x</u>
(§8)	Worker's Compensation	<u>x</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u>x</u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** California Product Stewardship Council (CPSC)
1822 21st Street, Suite 100
Sacramento, CA 95811

County of Nevada:
950 Maidu Avenue
Nevada City, CA 95945

Contact Person: Jordan Wells
(916) 597-3593
e-mail: Jordan@calpsc.org

Contact Person: David A. Garcia, Jr.
(530) 265-7038
e-mail: david.garcia@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u>x</u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes x No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes x No

ATTACHMENTS

Designate all required attachments:	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>x</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>x</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>x</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>x</u>

DAK

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.



At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:



(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.



If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

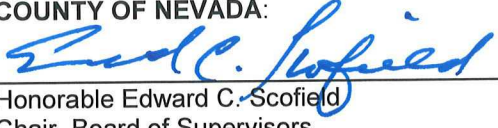
IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:


Name: Doug Kobold
Title: Executive Director

Dated: 10/17/18

COUNTY OF NEVADA:


Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: 10/23/18

Attest: 
Julie Patterson Hunter
Clerk of the Board



EXHIBIT "A"

SCHEDULE OF SERVICES

(Provided By Contractor)

Project Description

The Department of Resources Recycling and Recovery (CalRecycle) administers a grant program to provide opportunities for local governments to implement safe Household Hazardous Waste (HHW) programs for collection, public education, source reduction, reuse, and/or recycling of HHW. Nevada County has been awarded a competitive Household Hazardous Waste grant in the amount of \$50,000. In partnership with the California Product Stewardship Council (CPSC) these funds will be used to establish retail locations in Nevada County to sell, refill and/or exchange refillable 1lb propane cylinders and conduct an outreach and education "Refuel Your Fun" campaign to encourage the use of refillables and promote the safe disposal of standard disposable propane cylinders. Safe cylinder disposal will reduce the risks of explosions and fires when gas cylinders are improperly disposed in the trash or recycling. Additionally, increased regional use of refillable 1 lb cylinders will reduce the volume of single-use cylinders entering the HHW waste stream and provide costs savings due to a decreased need for managing used disposables throughout the County.

"ReFuel Your Fun" Campaign

The CPSC will identify propane distribution businesses and locations selling single-use 1lb propane cylinders in the county and conduct education and outreach efforts to establish retail locations in the county to sell, refill and/or exchange refillable 1lb propane cylinders. After local infrastructure is established, the CPSC will conduct outreach to educate residents and local community groups about the benefits of refillable 1 lb. propane cylinders and provide information about business participating in the program. Numerous methods will be used including but not limited to print, television, radio, social media, etc. The CPSC will also conduct outreach at up to eight community events and provide refillable 1 lb. propane cylinders and/or coupons. The County's existing HHW program will also be promoted through general outreach to the public whenever possible. Nevada County will also promote the "ReFuel Your Fun" campaign by using existing resources.

In coordination with the County the CPSC will identify regional groups and events most receptive to refillable 1 lb propane cylinders, such as local hiking or camping groups, events such as the county fair, and locations, such as campgrounds and boat ramps. For each identified group or event, the coupon for free or discounted 1 lb cylinder will be designed differently so staff can rate the success of each outreach effort.

Project Term

This project is being funded through a Calrecycle grant program. The Grant Term begins on the date of the Notice to Proceed from Calrecycle. Grant-eligible program expenditures may start no earlier than the date indicated in the "Notice to Proceed" which will be forwarded to the CPSC for confirmation. 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 to Calrecycle on September 30, 2021. Therefore, the County is requesting final invoices and the final report be provided to the County no later than September 1, 2021.

Detailed reporting and payment information is included in Calrecycle's "Exhibit B, Procedures and Requirements". <https://www.calrecycle.ca.gov/docs/cr/HomeHazWaste/Grants/31stCyclePandRs.pdf>

Reporting Process

The CPSC will be required to provide two progress reports and a final report. Additionally, Calrecycle may request status information at any time during the term of the grant and CPSC will be responsible for assisting the County in responding to such requests as necessary. The Final Report is due to the County on September 1, 2021. 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 CPSC of claims for costs incurred that might otherwise have been eligible for grant funding.

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

Publicity and Education

The Contractor is required to coordinate with the County on all publicity and education materials and notify the County prior to attending meetings, etc. 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:

- "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.
- CalRecycle logo (<http://www.calrecycle.ca.gov/gallery/>)
- Press Releases – the only requirement is to place the name of "CalRecycle" as an acknowledgement in the body of the release.

Performance Measures

- Increase in number of locations selling refillable propane cylinders and number of refill or exchange sites in the County.
- Number of coupons redeemed at local retailers. Different coupon types will identify the source of the coupon and communicate which group effectively motivated members to adopt the new product. This will also communicate which type of discount is most effective to increase traffic to the stores which buy and refill/exchange them. For example, the free vs discounted cylinders or the free refill with purchase option.
- Increase in reported number of properly disposed cylinders at HHW facility as a direct result of the education to not throw them in the trash or recycling.



Project Schedule

List the major activities, milestones, steps and tasks necessary to implement and complete your project within the grant term.

III. DESCRIPTION OF PROJECT ACTIVITY	START DATE	END DATE
Retailer recruitment to sell/refill/exchange 1 lb. refillable gas cylinders	Oct 2018	Sept 2021
As we recruit retailers, determine the most valuable coupons they would use and make/distribute them	Oct 2018	Sept 2019
Begin promotion of general HHW program and refillable 1 lb. propane cylinders	Nov 2018	Sept 2019
Work up to two outreach events and distribute refillable propane cylinders/coupons	Nov 2018	Sept 2019
Progress Report #1 Due September 30, 2019 (Covering activities from the Oct 1, 2018 to September 1, 2019)	Sept 1, 2019	Sept 30, 2019
Continue public education campaign to promote coupons and locations that sell/refill/exchange the cylinders	Sept 2019	Sept 2020
Work up to two outreach events and distribute free refillables/coupons	Sept 2019	Sept 2020
Track the use of coupons and which coupons are most effective at getting people to buy and use refillables	Sept 2019	Sept 2020
Progress Report #2 Due September, 2020 (if applicable) (Covering activities from September 2, 2019 to September 1, 2020)	Sept 1, 2020	Sept 30, 2020
Final public education campaign and promotion of refillable collection	Sept 2020	Aug 2021
Continue tracking cylinder coupon use and stores selling refilling and exchanging and how many local organizations are promoting the use of refillables; compile data and analyze and draft final write up for project final report	Sept 2020	Sept 2021
Final Report Due September 30, 2021 (if applicable or earlier) (Covering activities from Oct 1, 2018 to September 30, 2021)	Sept 1, 2021	Sept 30, 2021



EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

The attached budget and rate schedules detail the charges for services provided by the contractor.

All 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 contractor prior to the inclusion of those goods or services on a payment request.

Upon completion of services provided, but not to exceed once per month, the Contractor will provide an invoice for services provided with the following information:

- PO number associated with this contract
- Date invoice was submitted to the County
- Date services were provided
- Unit prices
- Extended price
- Total price

Additionally, each invoice must be accompanied by a Calrecycle Expenditure Itemization Summary (EIS) form (CalRecycle 667). All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the approved Budget and Work Plan. Acceptable cost and payment documentation include: 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.

When applicable the contractor shall also submit a Personnel Expenditure Summary form (CalRecycle 165), to document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel; and a Travel Expense Log Form (CalRecycle 246), to 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>).

The County will retain 10 percent of each approved Payment Request amount until Calrecycle approves the Final Report, the final Payment Request, and all required supporting documentation. Failure to submit these final documents by the deadline specified in this agreement or failure to receive Calrecycle's approval of these documents by September 30, 2021, may result in the nonpayment of otherwise eligible costs.

The County acknowledges that the project budget and work plan submitted by the Contractor are based on estimates. Upon prior approval from the County, the Contractor may amend budget lines within an expenditure category in order to deliver the greatest benefit. Any proposed revision(s) to the Work Plan must be submitted in writing and pre-approved by Calrecycle prior to incurring the proposed expenditure. In no such case shall such an amendment increase the maximum contract amount.

All indirect costs charged to the project must be associated with activities as shown in the approved Budget. The total amount of indirect costs charged shall not exceed 10 percent and shall be in conformance with Calrecycle guidelines for indirect cost claims.

The maximum contract price will not exceed \$50,000.00.



Budget Estimate and Rate Schedule

California Product Stewardship Council
HHW Grant - Nevada County Budget

	ED/Sr. Advisor	Sp. Proj. Mgr II	Assit.Dir	Sp Proj Mgr I	Proj Mgr	Sr. Assoc	Associate	Proj.coord	Intern	Total
Rates	\$225.00	\$197.00	\$193.00	\$143.00	\$139.00	\$98.00	\$95.00	\$93.00	\$45.00	
Obj. 1 Recruit retailers to sell/refill/exchange 1 lb. propane cylinders	2	0	0	2	6	0	25	0	35	70
	\$450	\$0	\$0	\$286	\$834	\$0	\$2,375	\$10	\$1,575	\$5,530
Obj. 2 Public Eucation to promote the refillable 1 lb. propane cylinders and general HHW program	5	0	0	8	10	0	25	0	25	73
	\$1,125	\$0	\$0	\$1,144	\$1,390	\$0	\$2,375	\$0	\$1,125	\$7,159
Obj 3. Work up to four gas cylinder outreach events	0	0	0	4	4	0	25	0	45	78
	\$0	\$0	\$0	\$572	\$556	\$0	\$2,375	\$0	\$2,025	\$5,528
Obj 3. Reporting	5	0	0	8	8		15	0	5	41
	\$1,125	\$0	\$0	\$1,144	\$1,112	\$0	\$1,425	\$0	\$225	\$5,031
Total Labor Hours	12	0	0	22	28	0	90	0	110	262
Total Labor \$	\$2,700	\$0	\$0	\$3,146	\$3,892	\$0	\$8,550	\$10	\$4,950	\$23,248
Expenses										
A. Travel (IRS mileage Rates)	\$752									\$752
B. Media Buys & Printing	\$17,000									\$17,000
C. Refillable cylinder purchases/coupons (600 @ \$15 ea.)	\$9,000									\$9,000
Total Travel and Expenses										\$26,752

Grand Total

\$50,000.00

Key: ED = Executive Director
Asst Dir = Assistant Director
Prog Mgr = Program Manager
Sp Proj Mgr II = Special Project Manager II
Sp Proj Mgr I = Special Project Manager I
Proj Coord = Project Coordinator
Acct = Accountant