

**GRANT AGREEMENT BETWEEN
ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
AND
LAS POSITAS COLLEGE**

This agreement, made and entered into on this _____ day of June 2013, by and between Las Positas **College** here after referred to as “Grantee” and the Alameda County Waste Management Authority, hereinafter referred to as “Authority”.

WITNESSETH

WHEREAS, the Authority seeks to support local organizations to increase waste prevention and recycling with the as described in Appendix A of this Agreement, and

WHEREAS, Grantee has applied for grant monies and the Authority has determined that the Grantee is qualified to receive grant funds.

NOW THEREFORE, the parties hereto agree as follows:

1. Term.

The term of this Agreement commences on March __, 2013 and extends through July 15, 2014. The total amount of compensation tendered by the Authority to the Grantee pursuant to this Agreement shall not exceed \$5,000.

2. Scope of Services and Consideration.

As a condition of receipt of grant funds Grantee shall undertake the waste reduction efforts described in Appendix A. All efforts shall be completed in accordance with the schedule set forth in Appendix A. Grantee shall not use Authority materials including logos, flyers, etc without written permission from the Authority. Grantee shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies.

3. Assignment and Subcontracts.

Nothing contained in this Agreement shall be construed to permit assignment or transfer by Grantee of any rights under this Agreement and such assignment or transfer is expressly prohibited.

4. Conflict of Interest.

The Grantee warrants that, to the best of the Grantee’s knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Grantee has already disclosed all such relevant information. The Grantee agrees that, if an actual or potential conflict of interest is discovered after this Agreement is approved by the Authority, Grantee will make a full disclosure in writing to the Authority.

5. Independent Status.

No relationship of employer and employee is created by this Agreement. It is understood by Grantee that Grantee is acting and shall act as an independent contractor. Likewise, no relationship of employer and employee is created by this Agreement between the Authority and any subcontractor or employee of Grantee. Grantee and any subcontractors or employees of Grantee shall not have any claim under this Agreement or otherwise against Authority for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind.

6. Indemnification.

Grantee shall indemnify and hold harmless the Authority, its officers, employees, and agents for and against any and all loss, liability, expense, claim costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and omissions to Grantee in the performance of this Agreement and Grantee shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorney's fees related hereto.

7. Termination.

Either party may terminate this Agreement with or without cause by providing 30 days notice in writing to the other party. The Authority may terminate the Agreement at anytime without prior notice in the event that Grantee commits a breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged.

8. Amendments Not Valid Without Additional Written Agreement.

No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties.

9. Insurance.

a. During the life of this Agreement, Grantee shall maintain the following minimum insurance:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000. Grantee shall also obtain, at it sole expense, and provide to the Authority a written endorsement for each policy listing the Authority, its directors, officers, employees and agents as "additional insureds" under that policy.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

3. Statutory workers' compensation and employer's liability insurance as required by state law. Neither Grantee nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this Agreement.

Upon request, Grantee shall submit to the Authority certificates of insurance for the policies listed above. The certificates shall provide that the insurer give written notice to the Authority at least 10 days prior to cancellation of or any material changes in the policy.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Grantee shall immediately notify the Authority by telephone. Grantee shall promptly submit to the Authority a written report, in such form as may be required by Authority of all accidents, which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Grantee's subcontractors, if any; (3) name and address of Grantee's liability insurance carrier; and (4) a detailed description of accident and whether any of the Authority's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

10. Retention of Records.

Until the expiration of five years after completing the work contemplated by this agreement, Grantee shall make available to the Authority or any party designated by the Authority, upon written request by the Authority, all of its financial and other books, documents and records (and any books, documents, and records of any of Grantee's subcontractors) that relate to this grant agreement in order to allow the Authority or its designated agent (i) to certify that Grantee is or was qualified to receive grant funds under this Agreement for the entire time that Grantee made use of such funds, (ii) to evaluate whether or not Grantee is performing or has performed as required under this Agreement, and (iii) to evaluate the Grantee's business or other activities to confirm Grantee's ability to perform as required under this Agreement.

11. Environmentally Preferable Purchasing.

Grantee and Grantee's employees shall comply with the Authority's Environmentally Preferable Purchasing Policy of instituting practices that reduce waste and purchasing products that include recycled content, are durable and long-lasting, conserve energy and water, and otherwise minimize environmental impacts, toxics, pollution and hazards to worker and community safety to the greatest extent practicable. At a minimum, this shall include all of the following for services and products purchased and used in undertaking the activities contemplated by this Agreement:

a. All products for which the U.S. Environmental Protection Agency (EPA) has established minimum recycled content standard guidelines, such as paper and non-paper office products, shall contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.

b. Paper products that are unbleached or that are processed without chlorine or chlorine derivatives, shall be purchased whenever possible. To the greatest extent practicable, recycled content shall be included in products that also meet this specification.

c. All photocopying and printing shall be double-sided.

d. All pre-printed recycled content materials intended for distribution that are purchased or produced shall include a statement that the material is recycled content.

e. Elimination of packaging or use of the minimum amount necessary for product protection is requested, to the greatest extent practicable. Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist. Take back and reuse of packaging materials by the Grantee is encouraged.

A copy of the Authority's Environmentally Preferable Purchasing Policy may be obtained from the Authority representative.

12. Miscellaneous Items.

a. The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they may, with the consent of both parties, submit them to non-binding mediation in California. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any of these dispute resolution processes are involved, each party shall bear its own costs and attorneys fees. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

b. Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds in the future or that the work or services or other activity performed by Grantee pursuant to this Agreement will be retained by the Authority under a new agreement following expiration or termination of this Agreement. Grantee waives all rights or claims to notice or hearing respecting any failure by Authority to continue to retain all or any such services from Grantee following the expiration or termination of this Agreement.

c. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Grantee for Authority and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

In WITNESS WHEREOF, the parties hereto have executed this Agreement.

Authority:

Gary Wolff, Executive Director
Alameda County Waste Management Authority

Date

Las Positas College:

Lorenzo Legaspi
Vice Chancellor, Business Services

Date

Appendix A

Scope of Work & Payment/Reporting Schedule

Mini-Grant Project with
Las Positas College
For
Composting Food Waste Project

The Authority and Las Positas College (Grantee) will provide to each other the services and materials described on the succeeding chart. The term “StopWaste staff” in that chart refers to the services and materials to be provided to Grantee by the Authority or designee. The term “Grantee” refers to the tasks to be performed by Grantee.

Grantee Contact: Dr. Mike Ansell

Agency Contact: Meri Soll

Contract Amount: \$5,000.00

Length of Contract: March 25, 2013 – July 15, 2014

Task	Las Positas College Project staff	StopWaste Staff
Initial Payment of \$4,500.	<ul style="list-style-type: none"> • Submittal of W-9 form, including Federal Tax ID number. • Submittal of Certificates of insurance meeting the requirements of Section 9 of this agreement. • This funding agreement has been fully executed. • Submittal of a signed invoice on Grantee letterhead for payment. • Submittal of approved water and site plan (staging areas and placement Earth Tub identified on plan) • Submittal of receipt for purchase of Earth Tub 	Pay invoice (approximately 3 to 4 weeks after receipt.)
Set up compost infrastructure on campus	<ul style="list-style-type: none"> • Purchase and install Earth Tub compost processing vessel at Las Positas College. • Place organics collection containers in appropriate locations throughout campus. • Measure organic materials collected for composting. 	Provide technical assistance, as appropriate.
Create awareness of organics collection project	<ul style="list-style-type: none"> • Post signage on organics collection containers. • Train staff and students about compost dos and don'ts. • Evaluate contamination and implement strategy to address any issues. • Develop tracking system of types and volume of materials processed in Earth Tub • Provide students and staff with updates on project progress, as appropriate. 	Provide technical assistance, as appropriate.
Final report and final payment	<ul style="list-style-type: none"> • Submittal of final report, including lessons learned and summary of types and volumes of materials processed in EarthTub for at least a 6 month period. Grantee will also submit an invoice on Grantee letterhead for remaining \$500 prior to contract expiration on July 15, 2014. 	Review final report. Upon approval of report and invoice, Authority will pay invoice of remaining \$500.