

		GRANT NUMBER: HD23-14-0041
NAME OF GRANT PROGRAM: 2014/15 Household Hazardous Waste Discretionary Grants		
GRANTEE NAME: El Dorado County		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED \$49,655.00	
TERM OF GRANT AGREEMENT FROM: July 15, 2014	TO: March 29, 2017	

The Department of Resources Recycling and Recovery (CalRecycle) and El Dorado County (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) El Dorado County		
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	
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)		
CERTIFICATION OF FUNDING				
AMOUNT ENCUMBERED BY THIS AGREEMENT \$49,655.00	FISCAL YEAR/PROGRAM 2014/15 Household Hazardous Waste Discretionary Grants		FUND TITLE IWMA	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$49,655.00	ITEM 3970-101-0387	CHAPTER 25/14	STATUTE 2014	FISCAL YEAR 2014/15
OBJECT OF EXPENDITURE 7820-G6002-702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF CALRECYCLE BUDGET OFFICE: 		DATE 7-15-14		

EXHIBIT A
TERMS AND CONDITIONS

Household Hazardous Waste Grant Program
Fiscal Year 2014/15

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.

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, but not limited to, 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 the prescribed language on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, CalRecycle adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

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; or
- (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.

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.

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 thirty (30) days written notice to the Grantee. Within forty-five (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; and,
- (c) Reimburse CalRecycle for any unspent funds.

DISPUTES: 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; and
 - (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; and
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

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; or
- (b) Cleanup of the environment; or
- (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; or
- (b) The cleanup of the environment; or
- (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 ten percent (10%) 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 ten percent (10%) 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'S AUTHORITY: 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/Implementation Schedule, 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/Implementation Schedule
- (g) Grantee’s Application
- (h) All other attachments hereto, including any that are incorporated by reference.

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS: The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to CalRecycle upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree, that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

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 Grant 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 Grant 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 Grant 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 (10%) 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 ten percent (10%) 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.

RECYCLED-CONTENT PAPER: All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) 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.

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.

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 ten percent (10%) 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.

UNRELIABLE LIST: 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. See www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

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
HD23 Cycle - Fiscal Year (FY) 2014/15**

Revised May 8, 2014

Copies of these Procedures and Requirements should be shared with BOTH your internal accounting department AND the staff responsible for implementing the grant activities.

INTRODUCTION

The Household Hazardous Waste (HHW) Grant Program is administered through the Department of Resources Recycling and Recovery (CalRecycle). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

MILESTONES

Date	Milestones
July 2014	Grant Term begins on the date indicated on the Notice to Proceed (NTP)
June 24, 2015	Progress Report #1 Due (Covering activities from NTP to June 1, 2015)
June 22, 2016	Progress Report #2 Due (Covering activities from June 2, 2015 to June 1, 2016)
March 29, 2017	Grant Term Ends. Final Progress Report and final Payment Request Due. All costs must be incurred by this date.

No extensions will be granted for submittal of Final Progress Report and final Payment Request. Failure to submit the Final Progress Report and final Payment Request with appropriate documentation by March 29, 2017 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.

QUESTIONS

All communication regarding this grant should be directed to the assigned Grant Manager. To find the email address and telephone number of your Grant Manager or other HHW grant staff, refer to: Staff Directory (<http://www.calrecycle.ca.gov/StaffDirectory>). The Grantee may also contact the Financial Resources Management (FiRM) Branch at (916) 341-6457 or grants@calrecycle.ca.gov.

PRIOR TO COMMENCING WORK

Prior to commencing work under this grant, the Grantee's Primary Contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the Grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor(s) to commence work under this grant, the Grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) and the subcontractor(s), respectively. See www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5.

If a (sub)contractor is placed on the CalRecycle Unreliable List after award of this grant, the Grantee may be required to terminate that contract. To obtain the Reliable Contractor Declaration form (CalRecycle 168) see www.calrecycle.ca.gov/Grants/Forms/default.htm

A scanned copy of the signed Reliable Contractor Declaration Form must be uploaded in GMSWeb. To upload the Form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** link.
3. Click on the **Add Document** button.
4. Type a title, click the **Browse** button to search and select the document, and then **Save**.
5. Click the **Back** button to return to the previous page and then click on the **Submit** button.

For further instructions regarding GMSWeb, including login directions, see the section below titled Grant Management System Web.

GRANT TERM

The Grant Term begins on the date indicated in the Notice to Proceed. The Grant Term ends on March 29, 2017. **This is also the date the Final Progress Report and final Payment Request are due to CalRecycle.**

Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. Eligible program costs must be incurred no later than March 29, 2017.

CalRecycle recommends reserving the period from March 1, 2017 to March 29, 2017 exclusively for the preparation of the Final Progress Report and final Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final Progress Report and final Payment Request are only eligible for reimbursement during the Grant Term.**

ELIGIBLE COSTS

Eligible costs may be incurred only during the Grant Term which starts when the Grantee receives a Notice to Proceed from CalRecycle and ends on March 29, 2017 (*see "Grant Term" for additional information*).

Eligible costs include, but are not limited to:

- HHW public education and outreach for general audiences (may include extended producer responsibility information).
- Implementation of **new** and sustainable extended producer responsibility 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.
- Set-up and operation of temporary or mobile collection program for one-day or multi-day collection events.
- Minor improvements to an existing HHW facility. (Examples include but are not limited to: storage bins, signage, painting, paving, shelving, etc.)
- Purchase of personal protection equipment and/or 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training.
- Overhead/indirect costs up to 10 percent of the total grant funds that have been reimbursed. For more detail on overhead/indirect costs, refer to Exhibit B - *Procedures and Requirements* for HD23 Cycle FY 2014/15.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to HHW and the approved grant projects are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date of the Notice to Proceed letter or after March 29, 2017.
- Costs for planning and/or design of HHW facilities.
- Costs to maintain an existing HHW program.
- Developing or expanding a permanent facility on non-government owned property.
- Equipment or services not related to the project.
- Management, handling, disposal, or treatment of radioactive, explosive or medical wastes.
- Management, handling, disposal, treatment or purchase of propane tanks, canisters, or cylinders.
- Personnel costs not related to the project.
- Public education and outreach not related to the project.
- Purchase or lease of land.
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Costs deemed unreasonable or not related to the grant project by the Grant Manager.

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

OVERHEAD/INDIRECT COST

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

- The total cost of overhead and indirect cost 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 are examples of overhead and indirect costs. All overhead and 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 overhead/indirect cost formula. Supervision performed by managers and supervisors can be included in the overhead/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 overhead or 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 overhead/indirect cost, contact the Grant Manager.

GRAPHICS

HHW-related graphics are available at: www.calrecycle.ca.gov/UsedOil/graphics/HHWArt/.

For large equipment - a CalRecycle sticker (bumper sticker size) that displays the statement: "Funded by a grant from CalRecycle" is required to be affixed to all large pieces of equipment purchased with grant funds. When submitting the Final Report, a photograph of this equipment should include the affixed sticker. CalRecycle stickers are available at no cost by contacting the Grant Manager.

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.)

GRANT MANAGEMENT SYSTEM WEB (GMSWeb)

GMSWeb is CalRecycle's web-based grant application and grant management system. Access to GMSWeb is secure and 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 GMSWeb. Establish or manage a CalRecycle WebPass at <https://secure.calrecycle.ca.gov/WebPass/>.

Accessing the Grant

Grantees must log into GMSWeb using their WebPass at <https://secure.calrecycle.ca.gov/Grants>. After login, locate the grant in the **Associated Grant Applications** table and select the **Grant Management** link. The **Grant Management** module includes the following sections:

- **Summary tab** – contains a budget summary that shows approved budget, paid and remaining amounts (this section is available to the Grantee in read-only mode) and resource links and documents.
- **Payment Request tab** - requests reimbursement and uploads supporting documents.
- **Reports tab** - uploads required progress and final 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 GMSWeb.

Follow the instructions in GMSWeb 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 in the **Application Module**. Existing contacts may update contact information for all contact types except Signature Authority. Notify the assigned Grant Manager of any changes to Signature Authority information via email.

REPORTING REQUIREMENTS

A Progress Report and a Final Progress Report are required by this Agreement. However, the Grant Manager may request a Progress Report at any time during the grant term.

All reports must be uploaded in GMSWeb. *For further instructions regarding GMSWeb, including login directions, see the section above entitled, Grant Management System Web.*

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate event name.
3. Click on the **Add Document** button.
4. Type a title, click the **Browse** button to search and upload the document, and then **Save**.
 - You may upload multiple documents to complete reporting requirements.
 - The maximum allowable file size is 50MB.
5. Click the **Back** button to return to the previous page.
6. Click the **Submit** button when the report is complete.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

PROGRESS REPORT

The Grantee must submit two **Progress Reports** during the term of the grant. The first Progress Report is due by **June 24, 2015** (covering grant activities from the NTP through June 1, 2015) and the second on **June 22, 2016** (covering grant activities June 2, 2015 through June 1, 2016).

The reports should include the following:

1. The Grant Number, Grantee's name, and reporting period. The following disclaimer must appear on the cover page of the report:
"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."
2. A description of work completed and arranged according to tasks and expenditure categories as shown in the Work Plan. Responses to the following questions should be included as applicable:
 - a) Did you discover any unique or new activities/technologies during your project?
 - b) What were the successes?
 - c) What problems/challenges were discovered during implementation?
 - d) How were the problems/challenges resolved?
 - e) What "best practices" might be shared with other jurisdictions?
3. Pictures showcasing the progress of the grant project.
4. A brief discussion of work that will be conducted during the remainder of the grant term. If necessary, discuss any adjustments to the Work Plan that you may be requesting as a result of the evaluation process.
5. Payment Request, supporting documentation and Expenditure Itemization Summary (EIS) may be submitted if reimbursement is desired. Refer to the section labeled "Payment Requests and Fiscal Reporting" for more details.

FINAL PROGRESS REPORT

The **Final Progress Report** is due **March 29, 2017**. This report should cover grant activities **from the NTP through March 29, 2017**. The following items must be included:

1. The Grant Number, Grantee's name and Grant Term. The following disclaimer statement on the cover page.
"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."
2. Description of activities that were started, continued, and completed during the reporting period. Activities must be arranged by the categories shown in your approved Work Plan.
3. Provide an evaluation of project outcomes and how your project contributed to increased HHW collection. Answer all of the following:
 - a) Did the amount of HHW collected each year during the grant term increase as compared to the year **prior to** the grant term or the year indicated on the application? If so, by what percent? If not, why not?
 - b) Did you model your project after that of another grantee? If so, what changes did you make to adapt the model to your jurisdiction?
 - c) What aspects of the project worked well and why?

- d) What aspects of the project did not work well and why?
 - e) What aspects of the project will be continued beyond the grant term?
 - f) What would you do differently if you had to redesign the project?
 - g) Include the latitude and longitude that locates the HHW facility improved.
4. Pictures of Project Implementation or Improvement: If applicable, provide digital images of each stage of your project when submitting the Final Progress Report. The photographs should include a view from beginning to end to illustrate that the grant funding was put to good use. More than one digital image may be submitted if needed to capture all required components or to accurately illustrate the item. The photographs should be in PDF, JPG, or PNG format.
 5. Evidence of any work product identified in the Work Plan, photographs and descriptions of equipment, events, etc. that were produced, purchased or conducted (unless previously submitted). Two photographs, of large items such as equipment should be taken from different angles and submitted with Final Progress Report.
 6. Payment Request, required documentation and an EIS can be submitted if reimbursement is desired. Refer to the "Payment Requests and Documentation" section below for more details.

GRANT PAYMENT REQUEST AND SUPPORTING DOCUMENTATION

Payment requests must be submitted in GMSWeb. For further instructions regarding GMSWeb, including login directions, see the section above entitled, Grant Management System Web. 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.
3. When the transaction is complete, click the **Save** button.
4. After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
 - Click the **Upload Supporting Documentation** button.
 - Type a 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 50MB.
5. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request (including uploading all the documents listed below).

Supporting Documentation

- A. A scanned copy of the **Grant Payment Request** form. Mail only the **original** Grant Payment Request form (CalRecycle 87), with the original signature of the Signature Authority or his/her designee*, as authorized by grantee’s Resolution or Letter of Commitment to:

Via standard mail:	Via courier/personal delivery:
Department of Resources Recycling and Recovery HHW Grant Program FiRM Branch, 9 th Floor P.O. Box 4025 Sacramento, CA 95812-4025	Department of Resources Recycling and Recovery HHW Grant Program FiRM Branch, 9 th Floor 1001 I Street Sacramento, CA 95814

*A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

- B. **Expenditure Itemization Summary** (CalRecycle 667) – All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the Grantee’s approved Budget and Work Plan.
- Each EIS must be accompanied by supporting documentation for each line item expense (see below). The Grantee should retain the original documents.
 - The EIS must include the following certification:
“I certify under penalty of perjury, under the laws of the State of California, that the above information is correct and that all funds received have been expended in accordance with the Grant Agreement.”
 - The certification must be dated and signed by the person authorized in the Grantee’s Resolution. An EIS received without the signed certification will not be approved.
- C. Pertinent documentation must be submitted with the EIS to substantiate all expenses claimed on the EIS. For audit purposes, the Grantee should retain this documentation for a minimum of three (3) years after the end of the grant term (see Audit/Records Access in the Terms and Conditions, Exhibit A). Types of acceptable documentation include, but are not limited to:
- a) **Invoices.** Invoices must include the vendor’s name, vendor’s telephone number, address, description of goods or services purchased, amount due, and date. If there is more than one invoice from a vendor, list them separately on the EIS and include invoice numbers. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
 - b) **Receipts.** Receipts should include the same information as invoices (see above).
 - c) **Purchase orders with proof of payment.** Purchase orders should include the same information as invoices and receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
 - d) **Personnel Expenditure Summary** (CalRecycle 165 or Grantee’s version). 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). 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/Grants/Forms/>.

TEN PERCENT WITHHOLD

Ten percent will be withheld from each Grant Payment Request and paid at the end of the grant term when all reports and conditions stipulated in the Grant Agreement have been satisfactorily completed.

SERVICES RENDERED

Goods and services must be paid for and received within the Grant Term. Proof of delivery is required.

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, 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.