

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 3/14)

		GRANT NUMBER TA3-15-0003	
NAME OF GRANT PROGRAM 2015-16 Local Government Waste Tire Amnesty Grant			
GRANTEE NAME El Dorado County			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER		TOTAL GRANT AMOUNT NOT TO EXCEED \$87,716.00	
TERM OF GRANT AGREEMENT FROM: July 1, 2015		TO: June 30, 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 \$87,716.00	FISCAL YEAR/PROGRAM 2015-16 Local Government Waste Tire Amnesty Grant		FUND TITLE TIRE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$87,716.00	ITEM 3970-101-0226	CHAPTER 10	STATUTE 2015
	FISCAL YEAR 2015-16		
	OBJECT OF EXPENDITURE 7820-G3501-702		
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 <i>Carlos R. Quant</i>		DATE 7/15/15	

EXHIBIT A TERMS AND CONDITIONS

Local Government Waste Tire Amnesty Grant Program Fiscal Year 2015-16

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 Local Government Waste Tire Amnesty Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

AIR OR WATER POLLUTION VIOLATION

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

AMERICANS WITH DISABILITIES ACT

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ASSIGNMENT, SUCCESSORS, AND ASSIGNS

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

AUDIT/RECORDS ACCESS

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records

and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

AUTHORIZED REPRESENTATIVE

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

AVAILABILITY OF FUNDS

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

CHARTER CITIES

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

COMMUNICATIONS

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

COMPLIANCE

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

CONFLICT OF INTEREST

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

CONTRACTORS/SUBCONTRACTORS

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

COPYRIGHTS

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

DISCHARGE OF GRANT OBLIGATIONS

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

DISCLAIMER OF WARRANTY

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any

materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

DISCRETIONARY TERMINATION

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

DISPUTES

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

DRUG-FREE WORKPLACE CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

EFFECTIVENESS OF AGREEMENT

This Agreement is of no force or effect until signed by both parties.

ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

ENVIRONMENTAL JUSTICE

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

EXPATRIATE CORPORATIONS

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

FORCE MAJEURE

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or

her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

GRANT MANAGER

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

GRANTEE ACCOUNTABILITY

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

GRANTEE'S NAME CHANGE

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

IN CASE OF EMERGENCY

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency.

or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

NO WAIVER OF RIGHTS

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

NON-DISCRIMINATION CLAUSE

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

ORDER OF PRECEDENCE

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

PAYMENT

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

PERSONAL JURISDICTION

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

REASONABLE COSTS

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

RECYCLED-CONTENT PAPER

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

REDUCTION OF WASTE

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

REDUCTION OF WASTE TIRES

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

REIMBURSEMENT LIMITATIONS

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

SITE ACCESS

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

STOP WORK NOTICE

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

TERMINATION FOR CAUSE

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

UNION ORGANIZING

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

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. 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

Local Government Waste Tire Amnesty Grant Program TA3 Cycle - Fiscal Year (FY) 2015–16

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

INTRODUCTION

The Local Government Waste Tire Amnesty 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

NTP Date	Grant Term on date indicated on the Notice to Proceed (NTP)
With each Payment Request	Progress Report Due
June 30, 2017	Final Progress Report and Final Payment Request Due. All costs must be incurred by this date.
June 30, 2017	Grant Term Ends

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 June 30, 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.

GRANT MANAGEMENT SYSTEM (GMS)

GMS is CalRecycle's web-based grant application and grant management system. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page \(https://secure.calrecycle.ca.gov/WebPass/\)](https://secure.calrecycle.ca.gov/WebPass/).

Accessing the grant

Grantees must log into [GMS \(https://secure.calrecycle.ca.gov/Grants\)](https://secure.calrecycle.ca.gov/Grants) using their web pass. After login, locate the grant in the **Associated Grant Applications** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab** – shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab** - requests reimbursement. Upload waste tire manifests, Expenditure Itemization and all documents that support the payment request.
- **Reports tab**- uploads Reliable Contractor Declaration, Progress Report/Checklist and Final Report/Checklist
- **Documents tab**– uploads other grant documents that are not considered supporting documents to a payment request, or a report such as a letter, a revised Budget or Work Plan. This section also provides access to documents that were uploaded within other sections of GMS.

Note: The Grant Management module is only available after the Grant Agreement has been fully executed.

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed, but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

PRIOR TO COMMENCING WORK

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

After the Grant Agreement (Agreement) is signed by CalRecycle, the Grant Manager will provide the Grantee with a copy of the fully executed Agreement and the Notice to Proceed. While receipt of the Notice to Proceed allows the Grantee to begin work on the project, be aware of the following requirement:

Reliable Contractor Declaration

A Reliable Contractor Declaration must be completed and submitted for each business/company that is paid with grant funds to perform a service, regardless of whether there is a formal contract. **The form must be submitted to the Grant Manager prior to authorizing a contractor(s) to commence work under this grant.** The declaration is signed, under penalty of perjury, and states that within the preceding three (3) years, none of the events listed in [Section 17050 of Title 14 \(www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5\)](http://www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) and the subcontractor(s), respectively.

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. Obtain the Reliable Contractor Declaration form (CalRecycle 168) [CalRecycle's form web page \(http://www.calrecycle.ca.gov/Funding/Forms/default.htm\)](http://www.calrecycle.ca.gov/Funding/Forms/default.htm)

Note: You will not be able to upload the Reliable Contractor Declaration until your Agreement has been fully executed and the Grant Management module of GMS has been activated.

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

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the section above titled Grant Management System.

Waste & Used Tire Hauler and End Use and Disposal Facilities

CalRecycle has specific requirements for the tracking of used and waste tires remediated with grant funds. In order to be reimbursed for the costs of tire collection, Grantees and their contractors must use a waste/used tire hauler that is registered with CalRecycle, unless it is exempt pursuant to Public Resources Code section 42954. Furthermore, the tires must be transported to a facility that is permitted, excluded, exempted or otherwise authorized by CalRecycle, by statute, or by regulation, to accept waste and used tires, or to a facility that lawfully accepts waste and used tires for reuse or disposal.

When planning for an amnesty event, the Grantee shall contact the CalRecycle Tire Management Program Hotline (Hotline) at (866) 896-0600 (toll free) to verify that the Local Government Waste Tire Amnesty Grant Program, TA3 FY 2015-16

used tire hauler (tire hauler) and end use facility (facility) it intends to use are in compliance with applicable laws and regulations. The name and address of the tire hauler and the facility are necessary for verification. If you have any questions, contact your Grant Manager.

A TPID Number will need to be obtained, by calling the Hotline number listed above, for each amnesty event location.

Waste Tire Hauling Limits

The Grantee must comply with the hauling and manifest requirements set forth in Title 14, California Code of Regulations, sections 18461(b)(2) and (3). For purposes of amnesty events, these regulations provide that:

- The Grantee may accept up to 9 waste tires at amnesty events from individuals who are not registered waste tire haulers.
- The Grantee may accept 10-20 waste tires if the individual has a waiver from the Local Enforcement Agency (LEA).
 - If the individual does not have a waiver from the LEA to haul more than 9 tires, the Grantee may accept the tires, but must report this information on the Unregistered Hauler & Comprehensive Trip Log Substitution Form (Unregistered Hauler Trip Log) (CalRecycle 204) and submit the form to CalRecycle within 30 days of acceptance of the tires.
 - If the Grantee accepts more than 20 waste tires from an individual, the Grantee must report this information on the Unregistered Hauler Trip Log and submit the form to CalRecycle within 30 days of acceptance of the tires.
 - The Unregistered Hauler Trip Logs should be sent to the following:
By mail:
CalRecycle, Tire Hauler Compliance Unit
P.O. Box 4025
Sacramento, CA 95812
Email: wastetires@calrecycle.ca.gov
Fax: 916-319-7605

In addition, Senate Bill 230 (Cogdill, Chapter 41, Statutes of 2009) sets forth the following additional requirements:

- Any person transporting waste or used tires that were illegally dumped onto their property to an amnesty event must have written authorization from the LEA, which includes, dates and documentation that a police report has been filed for the illegally dumped tires.

GRANT TERM

The Grant Term begins on the date indicated in the Notice to Proceed and ends on June 30, 2017. This is also the date the Final Progress Report and final Payment Request are due to CalRecycle. There is no longer a Report Preparation Period.

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 June 30, 2017

CalRecycle recommends reserving the period from May 1, 2017 to June 15, 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

All grant expenditures must be for activities, products, and costs included in the approved Work Plan and approved Budget. Eligible costs must be incurred, services provided and goods received after receiving a NTP and before the end of the Grant Term.

Any proposed revision(s) to the Work Plan and/or Budget must be submitted in writing and pre-approved in writing by the Grant Manager **prior to grantee incurring the proposed expenditure**. The approval document should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Eligible costs include, but are not limited to, the following:

1. Cost of loading tires into transporting vehicles at the waste tire amnesty events;
2. Cost of transporting waste tires by a waste tire hauler, registered or exempted by CalRecycle, to a permitted, excluded or exempted waste tire storage facility, or other solid waste facility;
3. Cost of transporting waste tires for a specific end-use to a CalRecycle approved end-use facility. Waste tires must be transported by a CalRecycle approved waste tire hauler to a CalRecycle approved end-use facility;
4. Cost of disposing of waste tires at a permitted, excluded or exempted waste tire storage facility or disposal site;
5. Any salaries and benefits for personnel directly involved in the administration and supervision of amnesty events, and the preparation of payment requests and reports, **not to exceed 15 percent** of the total amount of the approved Budget;
6. Any salaries and benefits for personnel directly involved in event planning, creation of educational materials and advertisements in support of amnesty events and working at the amnesty events;
7. Costs associated with outreach, such as the production/media buys for educational materials such as flyers, brochures and radio and newspaper advertisements in support of the amnesty events, **not to exceed 10 percent** of the approved Budget;
8. Supplies necessary for the events such as gloves, traffic cones and clipboards;
9. Costs of loading and transporting tires collected from specific cleanup days such as beach and river cleanups;
10. Mileage of up to 57.5 cents per mile (or the current rate in the State Administrative Manual) for travel to amnesty events; and
11. Overtime costs for local government staffing during specially scheduled evening or weekend events when **pre-approved** in writing by the Grant Manager when law or labor contracts require overtime compensation.

INELIGIBLE COSTS

Ineligible costs include, but are not limited to:

1. Personnel time for the preparation of a Waste Tire Amnesty Grant Application;
2. Any costs that are not consistent with local, state and federal laws, guidelines and regulations;
3. Personnel costs incurred while an employee assigned to the grant project is not working on the grant (e.g., use of accrued time such as sick leave, vacation, etc.);
5. Costs covered by, or incurred under, another CalRecycle-funded loan, grant, grant cycle or contract;
6. Overhead (costs for accounting/budget/finance staff, rental/lease of space, utilities, copying, office supplies, etc.);
7. Costs for obtaining necessary permits and licenses;
8. Fines or penalties due to violation of federal, state or local laws, ordinances or regulations;
9. Personnel travel or per diem costs, unless pre-approved in writing by the Grant Manager;
10. Cameras, cell phones, electronic personal data devices, pagers, and other similar electronic devices;
11. Costs connected with contractor claims against the grantee;
12. Cost of collecting waste tires from waste tire generating businesses and/or waste tire haulers;
13. Cost of collecting waste tires from businesses that are responsible for contracting with registered waste tire haulers for the removal of their waste tires. If it is determined that the Grantee has used grant funds for this purpose, costs incurred will be deemed ineligible and disbursed grant funds associated with these costs must be returned to CalRecycle; and
14. Any costs that are unrelated to the grant project or unreasonable as determined by the Grant Manager.

Budget Changes

Changes to the approved budget are allowed when the change will not materially alter the scope of the project or include ineligible costs.

To request a change to the budget, Grantee shall submit, by email, a proposed revised budget document along with justification for the request.

Publicity and Advertising

The cost to advertise amnesty events is allowed under the grant if approved in the budget. Any publicity or advertisement must clearly state:

- Tires will be accepted at no charge
- Whether tires on rims are accepted
- No tires from tire generating businesses will be accepted
- The number of tires allowed
 - Up to 9 tires without an exemption

- Between 10 and 20 tires with an exemption from the Local Enforcement Agency (LEA). If you choose to allow this you should provide a contact phone number for the LEA.
- Acknowledgement of CalRecycle's support along with the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.
- *Where do I find a CalRecycle logo?* Low-resolution images may be viewed at [CalRecycle's Logos](http://www.calrecycle.ca.gov/Gallery/Logos/) website (<http://www.calrecycle.ca.gov/Gallery/Logos/>). High-resolution logos can no longer be downloaded directly from the website but will be sent by email upon request. Send requests to the Office of Public Affairs, opa@calrecycle.ca.gov.

An advertisement for an amnesty event may be combined on the same publication with other advertising and a portion of the cost charged to the amnesty grant accordingly.

It is unnecessary to have each advertisement pre-approved by the Grant Manager. Grantee shall maintain a copy of each advertisement and submit a copy of each advertisement paid for with grant funds when reimbursement is requested. Upon review, if the advertisements do not include all of the above, the expenditure may be reduced, or rejected.

Amnesty events allow individuals to take waste tires to a convenient location for proper management up to twice per month per location (maximum of 40 tires per person per month). An amnesty event can be held in a local parking lot or can consist of a coupon program that allows individuals to take waste tires to a transfer station, landfill or Household Hazardous Waste Facility free of charge.

Waste tires from vehicles used for business operations (such as tires from a tractor used on a farm) are eligible for collection at amnesty events.

REPORTING REQUIREMENTS

Progress Reports and a Final Progress Report are required by this Agreement. The Grant Manager may request a Progress Report at any time during the Grant Term.

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

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate report type.
3. Click on the **Add Document** button.
4. Choose the appropriate **Document Type**.
5. Choose the Document Type, enter a document 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 35MB.

6. Under Document Description, put the time frame the report covers and what payment request numbers it goes with.
7. 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 a **Progress Report** with each Payment Request. The Progress Report must be completed on the **Payment Request Checklist/Progress Report Form** (CalRecycle 753). This report should cover grant activities that occurred since the last Progress Report was submitted.

FINAL PROGRESS REPORT

Approval of the Final Report by the Grant Manager is mandatory in order for the Grantee to receive final payment of the grant award, which includes release of the 10 percent withhold. This report is a work product and as such is a condition of the Agreement. The Final Report must be prepared using the **Final Payment Request Checklist/Final Report Form** (CalRecycle 754).

All report forms listed above can be downloaded from the [CalRecycle Grant Forms](http://www.calrecycle.ca.gov/Funding/Forms/) website (<http://www.calrecycle.ca.gov/Funding/Forms/>).

The Final Payment Request Checklist/Final Report Form must be uploaded in GMSWeb by June 30, 2017 and the Payment Request Form (CalRecycle 87) with the original signature of the signature authority must be received by CalRecycle by that same date. Failure to submit the Payment Request Form and completed Payment Request Checklist/Final Report Form, with appropriate documentation, by this date may result in rejection of the Payment Request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. The grantee must submit the required Progress Report/Final Progress Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
3. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.

4. Grant payments will only be made to the grantee, not to a contractor or consultant of the Grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
5. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Progress Report, have been satisfied. Reimbursement of the ten percent retention must be requested in the final Grant Payment Request.
6. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.

PAYMENT REQUEST AND DOCUMENTATION

Grant funds are paid on a reimbursement basis. **The Grantee must incur and pay for expenditures, including payments to contractors and subcontractors, prior to submitting a Payment Request for reimbursement.**

Payment requests must be submitted in GMS. *For further instructions regarding GMS, including login directions, see the section above entitled, Grant Management System.*

To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
 - When the transaction is complete, click the **Save** button.
 - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
 - Choose a document type and type a title. Under Document Note list amnesty event location and event date. Click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
 - Reports should be uploaded under the Reports tab.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request (including uploading all the documents listed below).

Supporting Documentation

All of the following elements are necessary for a complete payment request.

- 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 signatory 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	Department of Resources Recycling and Recovery
Tire Amnesty Grant Program FiRM Branch, 9 th Floor P.O. Box 4025 Sacramento, CA 95812-4025	Tire Amnesty Grant Program FiRM Branch, 9 th Floor 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 755): Use this form to document grant expenses, arranged in the same budget categories as the approved Budget. Include only those expenditures authorized in the grant budget. Provide sufficient detail to allow the Grant Manager to match supporting documentation for each expenditure. Include subtotals.

C. Personnel Expenditure Summary (CalRecycle 165): Use this form for all grantee claimed personnel expenses. A grantee may use their own personnel expenditure summary form as long as it includes all the same components. Personnel hours and costs on the Personnel Expenditure Summary must be summarized and totaled by task and staff. It is not necessary to submit timesheets, however, they must be readily available should the Grant Manager, or an auditor, request them. Time must be computed on actual time spent on grant related activities and must be the actual amount paid to the employee. If the Summary shows time spent on additional projects, highlight the entries applicable to the grant. It is not necessary to submit a Personnel Expenditure Summary for contractors.

D. Cost and Payment Documentation: Include a receipt for each expense on the Expenditure Itemization Summary form documenting that expenditures have been paid for. All expenses must be dated, or initiated, after the Notice to Proceed and prior to June 30, 2017

E. Waste Tire Manifests: Grantee must provide documentation showing the transportation of all waste tires to an eligible facility. This can be in the form of waste tire manifest copies, or a spreadsheet approved by the Grant Manager

F. Public Education/Advertising Artwork: Include a copy of all artwork paid for with grant funding during this reporting period, if applicable.

All forms listed above can be downloaded from the [CalRecycle Grant Forms website \(http://www.calrecycle.ca.gov/Funding/Forms/\)](http://www.calrecycle.ca.gov/Funding/Forms/).

Note: Payment Request will not be approved until the applicable progress report form is uploaded in the Reports tab, see the Progress Report section for details.

Payment Requests will be reviewed for accuracy and cost eligibility. The Grant Manager may request additional documentation and will make adjustments as necessary.

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.



Grants System Application

Generated By: Carla Repucci

Generated On: 7/17/2015

Application Information

Applicant: El Dorado County
Cycle Name: Local Government Waste Tire Amnesty Grant
Cycle Code: TA3
Grant ID: 17510
Grant Funds Requested: \$ 87,716.24
Matching Funds: - (if applicable)
Awarded Funds: \$87,716.00

Application Due Date: 3/5/2015

Secondary Due Date: 4/7/2015

Project Summary: El Dorado County Community Development Agency Environmental Management Division (CDA/EMD) is proposing to collect up to 20,000 waste tires during this grant period. CDA/EMD plans to hold routine waste tire amnesty collection events at the two Materials Recovery Facilities (MRF) operated by franchised waste haulers in the County. One is located in Placerville and the other is in South Lake Tahoe. Waste tire amnesty days will be held once per month at each of the MRFs where County residents will be permitted to bring up to 9 waste tires per trip. CDA/EMD also plans to hold two, one time waste tire amnesty collection events at two of the more remote areas in the County, Somerset and Georgetown. CDA/EMD will contract with the Local Conservation Corps for the labor at those events. CDA/EMD will advertise in several local newspapers to inform County residents of the opportunity for free disposal of their waste tires. Additionally, MRF operator notifications will publicize the event days. Waste tire collected will be delivered to and recycled by Tri-C Manufacturing, Inc. (TPID# 1480835) and Ray's Tire Exchange, inc. (TPID# 1000748).

Applicant/Participant

Name: Cameron Park Community Services District	Lead:
Federal Tax ID: 94-1682291	Jurisdiction: El Dorado-Unincorporated
County: El Dorado	
Name: City of Placerville	Lead:
Federal Tax ID: 94-6000396	Jurisdiction: Placerville
County: El Dorado	
Name: City of South Lake Tahoe	Lead:
Federal Tax ID:	Jurisdiction: South Lake Tahoe
County: El Dorado	
Name: El Dorado County	Lead: X
Federal Tax ID: 94-6000511	Jurisdiction: El Dorado-Unincorporated
County: El Dorado	
Name: El Dorado Hills Community Services District	Lead:
Federal Tax ID: 94-1544479	Jurisdiction: El Dorado-Unincorporated
County: El Dorado	

Contacts

		Prime	Second	Auth	CnsIt
Amy Velasco Environmental Management 2850 Fairlane Court Building C Placerville, CA 95667	Title: Environmental Health Specialist II Phone: 5306216665 Fax: 5306421531 Email: amy.velasco@edcgov.us		X		
Greg Stanton Community Development Agency Environment 2850 Fairlane Court Building C Placerville, CA 95667	Title: Deputy Director Phone: 5306216658 Fax: 5306421531 Email: greg.stanton@edcgov.us	X			
Steve Pedretti	Title: Community Development Agency Director				X



Grants System Application

Generated By: Carla Repucci

Generated On: 7/17/2015

Community Development Agency
2850 Fairlane Court
Building C
Placerville, CA 95667

Phone: 5306215914
Fax: 5306421531
Email: steve.pedretti@edcgov.us

Shaneen May

Title: Administrative Technician

X

2850 Fairlane Court
Building C
Placerville, CA 95667

Phone: 5306216692
Fax: 5306421531
Email: shaneen.may@edcgov.us

Budget

Category Name	Amount
Admin Costs	\$ 5,647.54
Contract	\$ 62,272.60
Education	\$ 4,909.50
Equipment	\$ 4,243.41
Materials	\$ 13.47
Personnel	\$ 10,629.48

Site Information

El Dorado Disposal

4100 Throwita Way
Placerville, CA 95667

Site Type: Landfill/Transfer Station
County: El Dorado
Budget Amount:

South Tahoe Refuse

2140 Ruth Ave.
South Lake Tahoe, CA 96150

Site Type: Landfill/Transfer Station
County: El Dorado
Budget Amount:

Documents

Required

Application Certification
Budget
Work Plan

Document Title

Signed TA3 Application Certification
TA3 Budget Form
TA3 Work Plan

Received Date

03/03/2015
02/26/2015
02/24/2015

Required By Secondary Due Date

Resolution - Lead Participant
Resolution - Lead Participant

Resolution 09-2013
Signed Resolution 43-2015

02/05/2015
04/02/2015

Other Supporting Document(s)

Draft Resolution
EPPP Policy Certification/Notification
Joint Powers Agreement
Letter of Authorization/Resolution
Letter of Authorization/Resolution
Letter of Authorization/Resolution
Letter of Authorization/Resolution
Letter of Designation

Draft Regional Participant Resolution

City of South Lake Tahoe LOA
City of Placerville LOA
Cameron Park CSD LOA
EDH CSD LOA

03/03/2015

02/26/2015
02/26/2015
02/26/2015
02/26/2015

Resolution



Grants System
Application

Generated By: Carla Repucci

Generated On: 7/17/2015

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

- ☒ Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution is received after this date, its application will be disqualified.

EPPP

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

- ☒ Yes, our organization has an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.