

**GRANT AGREEMENT COVER SHEET**

CalRecycle 110 (Revised 3/14)

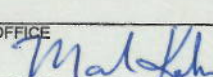
<b>GRANT NUMBER</b> RBC29-17-0004	
<b>NAME OF GRANT PROGRAM</b> 2017-18 Beverage Container Recycling Grant Program	
<b>GRANTEE NAME</b> Monterey County	
<b>TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER</b>	<b>TOTAL GRANT NOT TO EXCEED</b> \$248,794.00
<b>TERM OF GRANT AGREEMENT</b> FROM: August 16, 2017	<b>TO: June 30, 2020</b>

The Department of Resources Recycling and Recovery (CalRecycle) and Monterey 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.

<b>CALRECYCLE</b>		<b>GRANTEE'S NAME (PRINT OR TYPE)</b> Monterey County	
<b>SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY</b>		<b>SIGNATURE OF GRANTEE</b> (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
<b>TITLE</b> Deputy Director, CalRecycle	<b>DATE</b>	<b>TITLE</b>	<b>DATE</b>
		<b>PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)</b> Monterey County Parks Department 168 W. Alisal St Salinas, CA 93901	
<b>CERTIFICATION OF FUNDING</b>			
<b>AMOUNT ENCUMBERED BY THIS AGREEMENT</b> \$248,794.00	<b>FISCAL YEAR / PROGRAM</b> 2017-18 Beverage Container Recycling Grant Program		<b>FUND TITLE</b> CBCRF
<b>PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT</b>	<b>CHAPTER</b> 1266	<b>STATUTE YEAR</b> 1992	<b>Fiscal Year</b> 2017-18
	<b>ORG CODE</b> 3970	<b>REFERENCE</b> 609	<b>FUND CODE</b> 0133
			<b>ENACTMENT YEAR</b> 1992
<b>CalSTRS Object of Expenditure</b>			
<b>TOTAL AMOUNT ENCUMBERED TO DATE</b> \$248,794.00	<b>INDEX</b> 7830	<b>PCA</b> G2201	<b>OBJECT</b> 702
<b>FISCAL Comparable Expenditure Information</b>			
	<b>REPORTING STRUCTURE</b> 39707830	<b>PROGRAM (PGM-SUB-TSK)</b> 3715000208	<b>ACCOUNT</b> 5432000
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		<b>T.B.A. No.</b>	<b>B.R. No.</b>
<b>SIGNATURE OF CALRECYCLE BUDGET OFFICE</b> 		<b>DATE</b> 8/22/17	

# **EXHIBIT A TERMS AND CONDITIONS**

## **Beverage Container Recycling Grant Program Fiscal Year 2017–18**

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 Beverage Container Recycling Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

### **AIR OR WATER POLLUTION VIOLATION**

The grantee shall not be:

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

### **AMENDMENT**

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

### **AMERICANS WITH DISABILITIES ACT**

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

### **ASSIGNMENT, SUCCESSORS, AND ASSIGNS**

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

### **AUDIT/RECORDS ACCESS**

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

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

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

### **AUTHORIZED REPRESENTATIVE**

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

### **AVAILABILITY OF FUNDS**

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

### **BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION**

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

### **CHARTER CITIES**

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

### **CHILD SUPPORT COMPLIANCE ACT**

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

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

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

## **COMMUNICATIONS**

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

## **COMPLIANCE**

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

## **CONFLICT OF INTEREST**

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

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

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

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

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

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

### **CONTRACTORS/SUBCONTRACTORS**

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

### **COPYRIGHTS**

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

### **CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA**

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

### **DISCHARGE OF GRANT OBLIGATIONS**

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

### **DISCLAIMER OF WARRANTY**

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

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

### **DISCRETIONARY TERMINATION**

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

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

### **DISPUTES**

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

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

### **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

## **EFFECTIVENESS OF AGREEMENT**

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

## **ENTIRE AGREEMENT**

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

## **ENVIRONMENTAL JUSTICE**

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

## **EXPATRIATE CORPORATIONS**

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

## **FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT**

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

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

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

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

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

## **FORCE MAJEURE**

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

## **FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED**

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

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

### **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**

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

### **GRANT MANAGER**

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

### **GRANTEE ACCOUNTABILITY**

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

### **GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE**

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

### **GRANTEE'S NAME CHANGE**

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

### **IN CASE OF EMERGENCY**

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



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

### **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

### **NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY**

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

### **NO WAIVER OF RIGHTS**

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

### **NON-DISCRIMINATION CLAUSE**

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

### **ORDER OF PRECEDENCE**

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

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

### **OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS**

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

### **PAYMENT**

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

## **PERSONAL JURISDICTION**

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

## **PERSONNEL COSTS**

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

## **REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS**

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

## **REASONABLE COSTS**

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

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

### **RECYCLED-CONTENT PAPER**

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

### **REDUCTION OF WASTE**

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

### **REDUCTION OF WASTE TIRES**

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

### **REIMBURSEMENT LIMITATIONS**

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

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

### **RELIABLE CONTRACTOR DECLARATION**

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of

the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](#), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

## **REMEDIES**

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

## **SELF-DEALING AND ARM'S LENGTH TRANSACTIONS**

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

## **SEVERABILITY**

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

## **SITE ACCESS**

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

## **STOP WORK NOTICE**

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

## **TERMINATION FOR CAUSE**

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

## **TIME IS OF THE ESSENCE**

Time is of the essence to this Agreement.

## **TOLLING OF STATUTE OF LIMITATIONS**

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

## **UNION ORGANIZING**

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

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

## **VENUE/CHOICE OF LAW**

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

## **WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE**

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

## **WORK PRODUCTS**

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

## **WORKERS' COMPENSATION/LABOR CODE**

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

**EXHIBIT B  
PROCEDURES AND REQUIREMENTS**

**BEVERAGE CONTAINER RECYCLING GRANT PROGRAM  
RBC29 – Fiscal Year 2017–18**

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

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## INTRODUCTION

The Department of Resources Recycling and Recovery (CalRecycle) administers the Beverage Container Recycling Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

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

## MILESTONES

<b>Date</b>	<b>Activity</b>
<b>Notice to Proceed Date</b>	<b>Grant Term Begins</b> on the date the Notice to Proceed is emailed.
<b>October 16, 2017</b>	<b>Progress Report 1 Due</b> (covering activity from Notice to Proceed to Sep. 30, 2017)
<b>January 16, 2018</b>	<b>Progress Report 2 Due</b> (covering activity from Oct. 1, 2017 to Dec. 31, 2017)
<b>April 16, 2018</b>	<b>Progress Report 3 Due</b> (covering activity from Jan. 1, 2018 to March 31, 2018)
<b>July 16, 2018</b>	<b>Progress Report 4 Due</b> (covering activity from April 1, 2018 to June 30, 2018)
<b>October 15, 2018</b>	<b>Progress Report 5 Due</b> (covering activity from July 1, 2018 to Sep. 30, 2018)
<b>January 15, 2019</b>	<b>Progress Report 6 Due</b> (covering activity from Oct. 1, 2018 to Dec. 31, 2018)
<b>April 15, 2019</b>	<b>Progress Report 7 Due</b> (covering activity from Jan. 1, 2019 to March 31, 2019)
<b>July 15, 2019</b>	<b>Progress Report 8 Due</b> (covering activity from April 1, 2019 to June 30, 2019)
<b>October 15, 2019</b>	<b>Progress Report 9 Due</b> (covering activity from July 1, 2019 to Sep. 30, 2019)
<b>January 15, 2020</b>	<b>Progress Report 10 Due</b> (covering activity from Oct. 1, 2019 to Dec. 31, 2019)
<b>April 15, 2020</b>	<b>Progress Report 11 Due</b> (covering activity from Jan. 1, 2020 to March 31, 2020)
<b>June 1, 2020</b>	<b>Submit Draft Final Report</b>
<b>June 30, 2020</b>	<b>Final Report and final Payment Request Due</b>
<b>June 30, 2020</b>	<b>Grant Term End</b>

Failure to submit the Final Report and final Payment Request with appropriate documentation by June 30, 2020 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 **My Awarded/Open Grants** table and select the **Grant Management** button. The **Grant Management Module** includes the following sections:

- **Summary tab** – shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab** - requests reimbursement.
- **Reports tab** – uploads required reports.
- **Documents tab** – uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab** – lists approved project sites.

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

### **Contact Updates**

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

### **PRIOR TO COMMENCING WORK**

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

### **Reliable Contractor Declaration**

Prior to authorizing a contractor(s) (or subcontractor) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [Section 17050 of Title 14](http://www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5) ([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) or subcontractor(s).

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) from [CalRecycle's form web page](http://www.calrecycle.ca.gov/Funding/Forms) (www.calrecycle.ca.gov/Funding/Forms).

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

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

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

### **CERTIFICATE OF INSURANCE**

The grantee shall present a current copy of insurance certificate to their Grant Manager upon grant execution or at the initial site visit. The grantee shall obtain and keep in force for the term of the grant, and require its subcontractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in the grant.

- Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to CalRecycle within thirty (30) days of the execution of the grant.

The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Self-insured entities must provide a copy of a Certificate of Consent to Self-Insure issued by the California Department of Industrial Relations.

The grantee shall notify CalRecycle prior to any insurance policy cancellation or substantial change of policy.

### **PROJECT REQUIREMENTS**

All projects are subject to the following requirements:

- The project(s) must be located in California.
- Reimbursement will not exceed the amount stated on the Grant Agreement Cover Sheet (CalRecycle 110).

- The grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center
- The grantee will ensure, if applicable, that it and/or other entities certified to collect beverage containers are certified or registered by CalRecycle in the proper category and will provide the Grant Manager a copy of the certification certificate(s), upon request.

The grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the progress and final reports.

## **GRANT TERM**

The Grant Term begins on the date of the Notice to Proceed. Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. The Grant Term ends on June 30, 2020 and all eligible program costs must be incurred by this date.

The Final Report and final Payment Request are due on June 30, 2020. CalRecycle recommends reserving the period from May 1, 2020 to June 30, 2020 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final Report and final Payment Request are only eligible for reimbursement during the Grant Term.**

## **ELIGIBLE COSTS**

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after receiving a NTP and before the end of the Grant Term. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

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

- Personnel costs directly related to the start-up/implementation of the project (recycling coordinator, salaries/wages for those directly involved with the project, e.g., students, consultants, etc.).
- Purchase of equipment or materials related to infrastructure (beverage container recycling bins/receptacles, cluster bins, lids, receptacle liners, in-unit totes (multi-family residential dwellings), pads/enclosures to accommodate centralized roll-off, balers, scales, optical sorters (for municipality operating its own Material Recovery Facility), equipment modifications, signage, brochures, installation costs for equipment, service cart for use in collection of materials, laptops, computers, vehicles, etc.).
- Direct operating expenses associated with project activities.
- Education and outreach promoting beverage container recycling. May be included as part of the Mandatory Commercial Recycling Plan for local jurisdiction applicants.

Note: All expenditures are subject to audit. Questions regarding eligible/ineligible costs should be directed to the Grant Manager.

## **INELIGIBLE COSTS**

Any costs not specifically included in the approved Budget or not directly related to the Beverage Container Recycling Grant Program and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to the date of the NTP letter or after June 30, 2020. Promotional Items/SWAG (Stuff We All Get). Promotional Items not related to the project (e.g. shirts, magnets, cups, gift cards, stickers, tote bags not used as recycling bins, calendars with no educational component, trophies, awards, plaques, rewards). More information can be found at our [SWAG](#) web page.
- Trash bins.
- Equipment not related to the project.
- Personnel (costs or staff not related to the project or within scope of grant).
- Costs for establishing a recycling center, processing facility, drop-off or collection program, community service program or any other business startup costs.
- Education and outreach not related to the project.
- Travel costs exceeding state-approved rates for mileage, per diem, lodging, etc.
- Costs that are inconsistent with local, state, and federal statutes, ordinances and/or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Source reduction items such as water refilling stations, water fountains, and reusable bottles.
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Term. (Exception: the Grant Manager may consider approving products purchased in full before the end of the Grant Term but delivered after the Grant Term if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Out-of-state travel, unless pre-approved in writing by the Grant Manager.
- Indirect costs (e.g. office expenses, rent, telephone expenses, or utilities).
- Overtime costs.
- Any other costs not deemed reasonable or related to the purpose of the grant by the Grant Manager.

## **COMPETITIVE BID REQUIREMENTS**

Grantee shall secure at least three competitive bids or price quotes for goods (including equipment) or services authorized in the grantee's Approved Application with revisions, if any, and any amendments - Exhibit C, where the amount charged to the grant is \$5,000 or more. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement. Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in CalRecycle disallowing reimbursement of some portion or all of the related costs.

## MODIFICATIONS

Any proposed revision(s) to the Work Plan and/or Budget must be submitted in writing by the Signature Authority or designee 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).

## REPORTING REQUIREMENTS

Progress Reports and a Final Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. See Milestones table for due dates. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

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 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.
5. 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 REPORTS

The Progress Report must address the work completed during the Reporting Period and be accompanied by all required supporting documentation. See Milestones table for reporting periods and due dates. The Progress Report must be submitted even if the work has not yet begun on the project. The report should include the following:

The first Progress Report shall include, but is not limited to:

1. Baseline data from which to evaluate the outcomes of all projects funded through this Agreement, when applicable.
2. A statement of the tasks or milestones implemented to date and a report on the status of each.

Each subsequent Progress Report shall include, but is not limited to:

1. A statement of the tasks or milestones implemented during the reporting period and a summary on the status of each.

2. If applicable, the volume of empty California Redemption Value (CRV) beverage containers collected (in tons or pounds) by material type (i.e., aluminum, glass, bi-metal, and plastic by resin type) and revenues received from the CRV beverage containers.
3. A discussion of all unanticipated problems or concerns and corrective actions taken.
4. A statement of all data collection completed during the reporting period and findings to date.
5. A description of all expenditures during the reporting period.
6. A description of all changes made to the project during the reporting period with the approval of the Grant Manager and all additional changes identified.

## **DRAFT FINAL REPORT AND FINAL REPORT**

**The Final Report** is due **June 30, 2020**. This report should cover grant activities **from the NTP through June 30, 2020**. A **minimum of twelve (12) months data** is required before submitting the Final Report. If a grant project is complete prior to the twelve months, the data will be requested after the end date of the grant term to meet this twelve month reporting requirement.

The grantee shall submit a Draft Final Report on or before **June 1, 2020**. The Grant Manager shall draft review comments and transmit them to the grantee within ten (10) calendar days of receipt of the draft version of the Final Report. After incorporation of Grant Manager requested revisions, the grantee shall submit to the Grant Manager the Final Report on or before June 30, 2020. 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. Table of Contents**

**3. Summary of the Project**

- a) The goal that was identified to be achieved through implementation of the grant project and objectives identified to help reach that goal.
- b) The baseline data collected prior to implementing the program.
- c) The methodology for ongoing data collection and evaluation.

**4. Total Cost of Program**

- a) A breakdown of actual expenditures for the project (i.e., administration, staff, equipment, operating costs, etc.) by project component (e.g., infrastructure, promotion, education, events, etc.) and the percentage of the overall project costs for each component.
- b) A list of all funding sources for the project, the amount provided and the percentage each source is of the overall project.

- c) A list and estimated dollar value of support from partnerships, volunteers, and in-kind services.
- d) A statement whether funds received through this Agreement was a factor in obtaining additional funding and support for the project.

**5. Work Plan**

- a) A schedule of actual dates of project accomplishments (milestones).
- b) A summary of the actual time expended on each phase of the project (i.e., planning, start-up, operation, evaluation, and until project became/becomes self-sustaining, if applicable).
- c) A summary of special staffing needs.
- d) A description of criteria for selecting equipment, actual effectiveness of chosen equipment, and recommended changes in equipment.
- e) A statement of time elapsed before data was representative of a stable project.
- f) A discussion of problems encountered and corrective actions taken.
- g) A discussion of conditions unique to this project.

**6. Tonnages and Revenues Generated (if applicable)**

- a) The volume of empty CRV beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type).
- b) The volume of non-CRV materials collected by the project by material type (i.e., newsprint, corrugated, etc.).
- c) The revenues received for the CRV beverage containers.
- d) A description of how CRV revenues were expended.

**7. Project Effectiveness**

- a) The outcomes achieved as a result of this project (e.g., percentage change in CRV volumes collected, change in knowledge and/or awareness level, etc.).
- b) A comparison of the outcomes achieved to the goal established at the start of the project.
- c) Statistical data to support the outcomes.
- d) Volumes collected for 12 months.
- e) Reach and frequency for all promotional and/or educational components, if applicable.
- f) Outside influences that may have affected the outcomes achieved.
- g) Efforts resulting in the reduction of greenhouse gas emissions.

**8. Conclusions and Recommendations**

- a) Important findings and suggestions for improvement.
- b) Tips or modifications needed for other entities to replicate project.
- c) Project Sustainability.
- d) A list and description of on-going expenses for this project.
- e) Photographs, articles, promotional/educational materials.
- f) List of subcontractors.

Grantee acknowledges and agrees that CalRecycle shall not release final payment pursuant to this Agreement unless and until CalRecycle has received from the grantee a

Final Report that complies with the above requirements and with other applicable requirements in this Agreement.

## GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Reimbursement may be requested once a month. If a payment request is submitted in conjunction with the submission of a quarterly Progress Report, 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 for completed project(s) only.
4. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
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 Report, have been satisfied.
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.
7. The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](http://www.calrecycle.ca.gov/Funding/forms/) (<http://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Reliable Contractor Declaration" provision of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Reliable Contractor Declaration" provision in Terms and Conditions (Exhibit A) for more information.

## PAYMENT REQUEST AND DOCUMENTATION

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

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

To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
  - When the transaction is complete, click the **Save** button.
  - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
  - Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.



- Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request (including uploading all the documents listed below).

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

### **Supporting Documentation**

- A. A scanned copy of the **Grant Payment Request form** (CalRecycle 87) with the signature of the signatory or his/her designee, as authorized by grantee’s Resolution or Letter of Commitment, must be uploaded to GMS.

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

### **B. Cost and Payment Documentation**

Cost and payment documentation is required to be submitted for each expenditure of \$500 or more. No supporting documentation is required for expenditures of less than \$500 unless requested by the Grant Manager. Acceptable cost and payment documentation must include at least one of each of the following.

- a) Invoices, receipts, or purchase orders must include the vendor and/or contractor’s name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
- b) Proof of payment may include:
  - i. copy of cancelled check(s) that shows an endorsement from the banking institution
  - ii. invoice(s) showing a zero balance, or stamped “paid” with a check number, date paid, and initials
  - iii. accounting system report from local government if it contains the vendor and/or contractor’s name, and amount, hours and rate of pay, date of invoice, invoice number, check number or internal ID, and date amount was paid
  - iv. bank statement(s) along with a copy of the endorsed check or invoice showing the check number
  - v. copy of an electronic funds transfer confirmation
  - vi. copy of a credit card statement(s)

- C. Three (3) bids (or a sole source justification) obtained prior to purchase are required for any purchase over \$5,000. Original supporting documentation is not required to be submitted to the Grant Manager but should be retained by the grantee.

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

## **AUDIT CONSIDERATIONS**

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



# Application

Generated By: Melissa Sanford

## Application Information

**Applicant:** Monterey County

**Cycle Name:** Beverage Container Recycling Grant Program

**Application Due Date:** 7/7/2016

**Cycle Code:** RBC29

**Secondary Due Date:** 8/8/2016

**Grant ID:** 19282

**Grant Funds Requested:** \$248,793.81

**Matching Funds:** \$0.00 (if applicable)

**Awarded Funds:** \$248,794.00

**Project Summary:** CalRecycle has edited the following summary to reflect the approved grant project: The Monterey County Parks Department will purchase and install approximately 16 cart corrals at Laguna Seca, Toro Park, and San Lorenzo Park. A recycling rear loader truck will be purchased to haul recycling materials from Lake Nacimiento to a transfer station. In addition, the project will provide education and outreach, signage, and consulting services.

## Applicant/Participant

**Name:** Monterey County

**Lead:** X

**Federal Tax ID:** 94-600524

**Jurisdiction:** Monterey-Unincorporated

**County:** Monterey

## Contacts

		Prime	Second	Auth	Cnslt
<b>Paul Hierling</b>	Title: Management Analyst III		X		
CAO-IGLA 168 W. Alisal St. Salinas, CA 93940	Phone: 8317555462 Fax: Email: hierlingp@co.monterey.ca.us				
<b>Camerino Sanchez</b>	Title: Management Specialist	X		X	
168 W. Alisal St. Salinas, CA 93901	Phone: 8317555236 Fax: Email: sanchezc2@co.monterey.ca.us				
<b>Brett Fulgoni</b>	Title: Real Property Specialist			X	
168 W. Alisal St. Salinas, CA 93901	Phone: 8317558912 Fax: Email: fulgonibg@co.monterey.ca.us				
<b>Kristin Cushman</b>	Title: Grant Coordinator/Exec Director - The Of				X
126 Bonifacio Place Ste. F Monterey, CA 93940	Phone: 8312770167 Fax: Email: kristin@theoffsetproject.org				

## Budget

Category Name	Amount
Admin Costs	\$0.00
Education	\$3,046.89
Equipment	\$208,411.92
Personnel	\$37,335.00

**Site Information****Lake Nacimiento**

10625 Nacimiento Lake Dr  
Bradley, Ca 93426

Site Type: Parks/Recreational Areas  
County: Monterey  
Budget Amount: 157279.8000

**San Lorenzo Park**

1160 Broadway  
King City, CA 93930

Site Type: Parks/Recreational Areas  
County: Monterey  
Budget Amount: 32347.2300

**Toro Park**

501 Monterey Salinas Highway 68  
Salinas, CA 93908

Site Type: Parks/Recreational Areas  
County: Monterey  
Budget Amount: 32347.2300

**Laguna Seca**

1021 Monterey Salinas Hwy  
Salinas, CA 93908

Site Type: Parks/Recreational Areas  
County: Monterey  
Budget Amount: 6767.4900

**Jacks Peak Park**

25020 Jacks Peak Park Rd  
Monterey, Ca 93940

Site Type: Parks/Recreational Areas  
County: Monterey  
Budget Amount: 10026.0300

**Royal Oaks Park**

537 Maher Rd  
Watsonville, CA 95076

Site Type: Parks/Recreational Areas  
County: Monterey  
Budget Amount: 10026.0300

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

Application Certification	Parks Application Certification	7/5/2016
Budget	Monterey County Parks Recycling Grant - Budget	6/24/2016
Budget	Corrected Budget	9/15/2016
Budget	Budget - Final	9/12/2017
Narrative Proposal	Monterey County Parks Recycling Grant - Narrative Proposal	6/30/2016
Work Plan	Monterey County Parks Recycling Grant - Work Plan	6/24/2016
Work Plan	Corrected Work Plan	9/15/2016
Work Plan	Work Plan - Final	9/12/2017
Work Plan	Summary - Final	9/12/2017

**Required By Secondary Due Date**

Resolution/Letter of Commitment	Monterey County Parks Recycling Grant - Board Resolution	7/5/2016
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**Other Supporting Document(s)**

Draft Resolution		
EPPP Notification		
Joint Powers Agreement		
Letter of Commitment		
Letter of Designation	Letter of Designation	7/5/2016
Letter of Designation	Letter of Designation	10/3/2017
Letter of Support	Letter of Support WM	6/17/2016
Letter of Support	Letter of Support Environmental Health Bureau	7/5/2016

**Resolution**

Check the following, as applicable. Each applicant must upload one of the following documents to their application. See Application Guidelines and instructions for more information.

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

**EPPP**

Does your 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.

**Program Questions**

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

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

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

Have you prohibited the siting of a supermarket site?

- Yes)  No)

Have you caused a supermarket site to close its business?

- Yes)  No)

Have you adopted a land use policy that restricts or prohibits the siting of a supermarket site within your jurisdiction?

- Yes)  No)