

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 5/12)

NAME OF GRANT PROGRAM		GRANT NUMBER
2012/13 Household Hazardous Waste Discretionary Grants		HD20-12-69
GRANTEE NAME		
City of Redlands		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED	
	\$37,007.00	
TERM OF GRANT AGREEMENT		
FROM: May 1, 2013		TO: April 15, 2015

The Department of Resources Recycling and Recovery (CalRecycle) and City of Redlands (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
- Exhibit D – Application Guidelines and Instructions

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)	
		City of Redlands	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
		ATTEST Pete Aguilar Sam Irwin	
TITLE	DATE	TITLE	DATE
Deputy Director, CalRecycle		Mayor Attest By City Clerk	5/21/13
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
		35 Cajon St., STE 12, Redlands CA 92373 Mail: PO BOX 3005, Redlands, CA 92373	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM CATEGORY (CODE AND TITLE)		FUND TITLE
\$37,007.00	2012/13 Household Hazardous Waste Discretionary Grants		WMA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$37,007.00	3600-101-0387	21	2012
	FISCAL YEAR		
	2012/13		
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	7820-G8002-702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		Y&A NO	B&R NO
SIGNATURE OF CALRECYCLE ACCOUNTING OFFICER		DATE	
[Signature]		5/15/13	

05/16/13

EXHIBIT A

TERMS AND CONDITIONS

Household Hazardous Waste Grant Program Fiscal Year 2012/13

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.
- "Executive Director" means the Executive Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Household Hazardous Waste Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

1. ACKNOWLEDGEMENTS

The Grantee shall acknowledge CalRecycle's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from the prescribed language on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, CalRecycle adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

2. ADVERTISING/ PUBLIC EDUCATION

The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Department of Resources Recycling and Recovery (CalRecycle). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CalRecycle."

3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, 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. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

4. 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.
5. AMERICANS WITH DISABILITIES ACT	The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
6. 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.
7. 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. <i>[You may find it 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.]</i>
8. 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.
9. AVAILABILITY OF FUNDS	CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.
10. BANKRUPTCY/ DECLARATION OF FISCAL EMERGENCY NOTIFICATION	If the Grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code or declares a fiscal emergency at any time during the Grant Performance Period, 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.
11. 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 Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

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- 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.
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12. 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 E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.

13. 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 period. 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. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CalRecycle 87), the Grantee's signature authority shall submit an updated General Checklist of Permits, Licenses, and Filings (CalRecycle 669), if applicable. The General of Permits, Licenses, and Filings (CalRecycle 669) is available at: <http://www.calrecycle.ca.gov/Grants/Forms>.

**14. CONDITION
SUBSEQUENT**

After the Grant Agreement has been executed by both parties, the Grant will be subject to the following condition: The Grantee agrees not to file for protection under Chapter 9 of the U.S Bankruptcy Code or to declare a fiscal emergency any time within the Grant Performance Period.

15. 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 (Public Contracts Code (PCC) § 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 (PCC § 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. (PCC § 10420).

**16. 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.

**17. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to CalRecycle any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, CalRecycle shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of CalRecycle. The 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 assigning such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of CalRecycle and would serve the public interest, upon written request by the Grantee, CalRecycle may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
 - b. CalRecycle hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting CalRecycle's intellectual property rights therein: "© {year of creation} by the Department of Resources Recycling and Recovery
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(CalRecycle). Used pursuant to license granted by CalRecycle. All rights reserved. This publication, or parts thereof, may not be reproduced without permission.”

**18. CORPORATION
QUALIFIED DOING
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.

**19. 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.

**20. DISCRETIONARY
TERMINATION**

The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

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

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

**22. 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 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

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

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

24. 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.
25. 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.
26. 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 Section 10286 and 10286.1, and is eligible to contract with the State of California.
27. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	CalRecycle will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's: a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or b. Cleanup of the environment; or c. Enforcement of solid waste statutes and regulations, as applicable. Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in: a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or b. The cleanup of the environment; or c. The enforcement of solid waste statutes and regulations, as applicable. If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement any grant funds not already paid by CalRecycle, including, but not limited to, the ten percent (10%) withhold.
28. 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.
29. 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 Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to CalRecycle any funds improperly expended.
30. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES	The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

31. GRANT MANAGER'S AUTHORITY	The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).
32. 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.
33. 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.
34. 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.
35. 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.
36. NATIONAL LABORRELATIONS 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. (Not applicable to public entities.)
37. 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.
38. 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.

**39. 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 §§ 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 (Government Code § 12990(a-f)) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

**40. ORDER OF
PRECEDENCE**

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements/Project Summary, Work Plan/Implementation Schedule, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). CalRecycle's Grant Application and Grant Application Guidelines and Instructions (collectively referred to as "Grant Application Package") and the Grantee's CalRecycle-approved Application (Grantee's Application) are 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/Project Summary
- d. Grant Application Package
- e. Work Plan/Implementation Schedule and Budget, if applicable
- f. Grantee's Application

All other attachments hereto, including any that are incorporated by reference.

**41. OWNERSHIP OF
DRAWINGS, PLANS,
AND SPECIFICATIONS**

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

42. 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
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reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant Application at only those costs specified in the Budget and incurred in the term of the Agreement.

- b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's ten percent (10%) retention policy.
- e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California *State Administrative Manual* (contact your 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 Exhibit B — Procedures and Requirements.

**43. 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.

44. 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).

**45. 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.
46. RECYCLED-CONTENT PAPER	All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.

52. 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.
53. TERMINATION FOR CAUSE	CalRecycle may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to CalRecycle's ten percent (10%) retention policy.
54. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.
55. 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 Executive Director and/or the Board.
56. UNION ORGANIZING	By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 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.
57. 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.
58. 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.
59. WORK PRODUCTS	The Grantee must provide CalRecycle with copies of all final products identified in the Work Plan.
60. WORKERS' COMPENSATION/ LABOR CODE	The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B

PROCEDURES AND REQUIREMENTS

HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM

HD20 Cycle – Fiscal Year 2012/13

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

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

Milestones

June 30, 2013	Grant Term and Grant Performance Period Begin pending the Notice to Proceed (NTP)
January 15, 2014	Progress Report Due (Covering activities to 1/15/14)
April 1, 2015	Grant Performance Period Ends (Eligible grant project activities/costs must be incurred from the NTP to 4/1/15.)
April 2, 2015 – April 15, 2015	Report Preparation Period (<u>only</u> costs incurred to prepare Final Report and Final Payment Request are eligible for reimbursement)
April 15, 2015	Final Report and Final Payment Request Due (summary of activity from NTP to 4/1/15)
April 15, 2015	Report Preparation Period and Grant Term End

No extensions will be granted for submittal of Final Report and Final Payment Request. Failure to submit the Final Report and final Payment Request with appropriate documentation by April 15, 2015 may result in rejection of the Payment Request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

Questions

All communication regarding this grant should be directed to Linda Dickinson at (916) 341-6437 or grants@calrecycle.ca.gov. To find the email address and telephone number of your Grant Manager or other HHW staff, refer to: <http://www.calrecycle.ca.gov/StaffDirectory>. The Grantee may also contact the Financial Resources Management (FiRM) Branch at (916) 341-6457.

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

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

The Reliable Contractor Declaration Form must be uploaded in GMSWeb. To upload the Form:

1. Go to the Report and Other Grant Documents section in the Detail tab.
2. Click on the Upload a Document button.
3. Type a title, i.e., Reliable Contractor Declaration Form, then click the Browse button to search and upload the document.
4. Click the Save button.

For further instructions on uploading the Reliable Contractor Declaration or for more information regarding GMSWeb, including log-in directions, see the section below entitled "Grant Management System Web."

Grant Term, Grant Performance Period and Report Preparation Period

The Grant Performance Period begins on the date indicated in the Notice to Proceed letter that the Grantee will receive from CalRecycle. Eligible Grant expenditures may start no earlier than the indicated date. In all cases, all eligible Project costs must be incurred no later than April 1, 2015.

The Grant Term starts on the same date as the Grant Performance Period and ends on April 15, 2015, the date the Final Report and Final Payment Request are due to CalRecycle. The period between April 2, 2015, and April 15, 2015, is the Report Preparation Period. ***Costs incurred to prepare the Final Report and Final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.***

Eligible Costs

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. Eligible costs must be incurred, services provided and goods received after receiving an NTP and before the end of the Grant Performance Period. Costs, including materials, supplies, equipment and facilities must be related to the management of HHW, be reasonable and focused on local needs as described in the application.

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 are limited to the following:

- HHW public education and outreach.
- Set-up and operation of temporary HHW facilities for one-day or multi-day collection events if this is a cost effective collection method in the jurisdiction.
- Minor improvements to an HHW facility that enhance or improve the existing program. (Examples could include: storage bins, signage, painting, paving, shelving, etc.)
- Costs for required employees at HHW facilities, for Personal Protection Equipment and/or to attend an 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training.
- Overhead/indirect costs up to 10% of the total grant funds that have been reimbursed. For more detail on overhead/indirect costs, please see the Overhead/Indirect Costs section.

Ineligible Costs

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

- Costs incurred prior to receipt of the Notice to Proceed letter or after the end of the Grant Performance Period (Exemption: Costs incurred in preparation of the Final Report and Final Payment Request during the Report Preparation Period [i.e. April 2, 2015 - April 15, 2015] are eligible for reimbursement.)
- Cost for major HHW facility improvements that require permits or licenses
- Cell phones, smart phones, pagers, cameras, personal computers, and other electronic devices unless such device(s): (1) are specifically needed for the grant project; (2) are not available within the Grantee's existing inventory; and (3) will be used predominantly for the grant project, and not for other departmental uses.
- Costs related to computer applications/software
- Costs for planning and design of HHW facilities
- Costs that are not consistent with local, state, and federal guidelines and regulations
- Costs currently covered by another CalRecycle loan, grant, grant cycle or contract
- Costs for purchase or lease of vehicles
- Costs for sharps waste management expenses
- Costs related to the management of pharmaceutical wastes
- Costs to maintain an existing HHW program
- Developing or expanding a permanent facility on non-government owned property, unless specific conditions (e.g., long-term lease evidencing commitment to utilize facility for purpose set forth in grant; commitment to public access; commitment to utilize facility as described in application for life of facility) are met and pre-approved in writing by the Grant Manager
- Developing or customizing school curricula
- Expenses for audits of the Grantee's entire organization, or portions thereof
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations
- Any food or beverages (e.g., as part of meetings, workshops or events)

Ineligible Costs (continued)

- Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) 40-hour and 24-hour courses
- Honoraria, stipends, prizes, royalties, etc.
- Management, handling, disposal, or treatment of radioactive explosive or medical wastes, and other extremely hazardous waste
- Movie theater screen advertising
- Out-of-state travel
- Overtime costs/Compensated Time Off (except for local government staffing during specially scheduled evening or weekend events when law or labor contract requires overtime compensation)
- Personnel costs incurred while an employee assigned to the project funded by the grant does not work on the project (e.g., use of accrued time such as sick leave, vacation, etc.)
- Premiums or promotional items unless pre-approved in writing by the Grant Manager
- Pre-paid expenditures for future goods or services delivered beyond the end of the Grant Performance Period. (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the end of Grant Performance Period if the delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive written pre-approval from the Grant Manager).
- Profit or mark-up by the Grantee
- Promotion of either brand-name product(s) or private businesses with grant funds
- Purchase or lease of land
- Purchase or lease of buildings, unless (1) applicant demonstrates that this is the most cost-effective means of developing an HHW facility; (2) any lease meets the requirements for developing a permanent facility on privately owned property, and (3) any purchase or lease of a building is pre-approved in writing by the Grant Manager.
- Remediation (any cleanup or restoration of polluted areas)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Costs deemed unreasonable or not related to the grant project by the Grant Manager

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

Overhead/Indirect Costs

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

- The total cost of overhead and indirect cost charged to the grant shall not exceed ten percent (10%) of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries are examples of overhead and indirect costs. All overhead and indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.
- Direct costs charged directly to the grant shall not be included in the overhead/indirect cost formula. Supervision performed by Managers and Supervisors can be included in the overhead/indirect cost formula, and therefore, will not be a direct charge to the grant. On the other hand, if a Manager or Supervisor performs an activity that is directly related to the execution of the grant (not supervision), costs associated with this activity may be included as a direct charge. Such activity must be clearly supported by appropriate documentation and shall not be charged to the grant as overhead or indirect cost.

**Overhead/Indirect
Costs
(continued)**

- The Grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The Grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by the CalRecycle.

If you are uncertain whether a given cost is considered an overhead/indirect cost by CalRecycle, contact the Grant Manager.

Graphics

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

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

For audit purposes, Grantees are required to retain samples of all publicity and education materials for three years AFTER the close of the Grant Term, or a longer period if warranted to resolve any issues with this grant. (See Audit/Records Access Section in Terms and Conditions, Exhibit A.)

**Grants Management
System Web
(GMSWeb)**

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

Accessing the grant

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

- **Budget Summary** - shows approved budget, paid and remaining amounts. (This section is available to the Grantee in Read-only mode.)
- **Payment Request Transactions** - requests reimbursement.
- **Report and Other Grant Documents** – uploads required reports and other grant documents that are not considered supporting documents to a payment request.

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

Contact Updates

- Access to the grant is limited to those listed in the **Contacts** tab in the **Application Module**. Contact information is available to the Grantee in read-only mode.

Email the assigned Grant Manager regarding any changes to contact information to ensure continued access.

Reporting Requirements

A Progress Report 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.

All reports must be uploaded in GMSWeb. To upload a report:

1. go to the **Report and Other Grant Documents** section in the **Detail tab**,
2. click on the **Upload a Document** button,
3. type a title, i.e. Progress Report 1, then click the **Browse** button to search and upload the document, and then
4. click the **Save** button.

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** by **January 15, 2014**. This report should cover grant activities that occurred from the NTP date through **January 15, 2014**.

The report should include the following:

1. The Grant Number, Grantee's name, and reporting period. The following disclaimer must appear on the cover page of the report:
"The statements and conclusions of this report are those of the Grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
 2. A description of work completed and arranged according to tasks and expenditure categories as shown in the Work Plan. Responses to the following questions should be included as applicable:
 - a) Did you discover any unique or new activities/technologies during your project?
 - b) What were the successes?
 - c) What problems/challenges were discovered during implementation?
 - d) How were the problems/challenges resolved?
 - e) What "best practices" might be shared with other jurisdictions?
 3. A brief discussion of work that will be conducted during the remainder of the grant term. If necessary, discuss any adjustments to the Work Plan that you may be requesting as a result of the evaluation process.
 4. Payment Request, supporting documentation and Expenditure Itemization Summary (EIS) may be submitted if reimbursement is desired. Refer to the section labeled "Payment Requests and Fiscal Reporting" for more details.
-

Final Report

The Final Report is due **April 15, 2015**. This report should cover grant activities from the NTP through **April 1, 2015**. The following items must be included:

1. The Grant Number, Grantee's name and Grant Term. The following disclaimer statement on the cover page:
"The statements and conclusions of this report are those of the Grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
2. Description of activities that were started, continued, and completed during the reporting period. Activities must be arranged by the categories shown in your approved Work Plan.
3. Provide an evaluation of project outcomes and how your project contributed to increased HHW collection. Answer all of the following:
 - a) Did the amount of HHW collected each year during the grant term increase as compared to the year **prior to** the grant term or the year indicated on the application? If so, by what percent? If not, why not?
 - b) Did you model your project after that of another grantee? If so, what changes did you make to adapt the model to your jurisdiction?
 - c) What aspects of the project worked well and why?
 - d) What aspects of the project did not work well and why?
 - e) What aspects of the project will be continued beyond the grant term?
 - f) What would you do differently if you had to redesign the project?

For more on evaluation, see <http://www.calrecycle.ca.gov/UsedOil/Grants/Resources>

4. Pictures of Facility Improvement: If applicable provide digital images of each stage of your facility improvement when submitting the Final Report. The photographs should include a view of installation from beginning to end to illustrate that the grant funding was put to good use. If your project was for an event include pictures of the event. If possible, include photos of every layer of the project. Also, include pictures of any purchased and installed signage. More than one digital image may be submitted if needed to capture all required components or to accurately illustrate the item. The photographs should be in PDF, JPG, or PNG format.
5. Evidence of any work product identified in the Work Plan, photographs and descriptions of equipment, structures, events, etc. that were produced, purchased or conducted (unless previously submitted). Two photographs, of large items such as equipment should be taken from different angles and submitted with Final Report.
6. Payment Request, required documentation and an EIS can be submitted if reimbursement is desired. Refer to the "Payment Requests and Fiscal Reporting" section below for more details.

Payment Requests and Documentation

To submit a Grant Payment Request, the Grantee must log into GMSWeb using their WebPass:

1. Go to the **Payment Request Transactions** section in the Detail tab.
2. Click on the **Create a Reimburse/Advance Reconciliation** button.
 - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
3. When the transaction is complete, click the **Save** button.
4. After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner. Upload all required supporting documents as listed below.
 - A scanned copy of the signed **Grant Payment Request form**.

Payment Requests and Documentation (continued)

- A. 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 HHW Grant Program FiRM Branch, 9 th Floor P.O. Box 4025 Sacramento, CA 95812-4025	Department of Resources Recycling and Recovery HHW Grant Program FiRM Branch, 9 th Floor 1001 I Street Sacramento, CA 95814

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

- B. **Expenditure Itemization Summary (EIS)** (CalRecycle 667) – All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the Grantee's approved Budget and Work Plan.

Each EIS must be accompanied by supporting documentation for each line item expense (see below). The Grantee should retain the original documents.

The EIS must include the following certification:

"I certify under penalty of perjury, under the laws of the State of California, that the above information is correct and that all funds received have been expended in accordance with the Grant Agreement."

The certification must be dated and signed by the person authorized in the Grantee's Resolution. An EIS received without the signed certification will not be approved.

- C. Pertinent documentation must be submitted with the EIS to substantiate all expenses claimed on the EIS. For audit purposes, the Grantee should retain this documentation for a minimum of three (3) years after the end of the grant term (see Audit/Records Access in the Terms and Conditions, Exhibit A). Types of acceptable documentation include, but are not limited to:
- a) **Invoices.** Invoices must include the vendor's name, vendor's telephone number, address, description of goods or services purchased, amount due, and date. If there is more than one invoice from a vendor, list them separately on the EIS and include invoice numbers. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
 - b) **Receipts.** Receipts should include the same information as invoices (see above).
 - c) **Purchase orders with proof of payment.** Purchase orders should include the same information as invoices and receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
 - d) **Personnel Expenditure Summary Form** (CalRecycle 165 or Grantee's version). Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your Grant Manager).
 - e) **Travel Expense Form** (CalRecycle 246 or Grantee's version). Document costs related to travel and include supporting documentation.

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

Ten Percent Withhold	Ten percent (10%) will be withheld from each Grant Payment Request and paid at the end of the grant term when all reports and conditions stipulated in the Grant Agreement have been satisfactorily completed.
Services Rendered	Goods and services must be paid for and received within the Grant Performance Period (refer to page 1). Proof of delivery is required.
Audit Considerations	The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. <i>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.</i>



Grants System Application

Generated By: Linda Dickinson

Generated On: 4/25/2013

Application Information

Applicant: City of Redlands
Cycle Name: Household Hazardous Waste Discretionary Grants
Cycle Code: HD20
Grant ID: 14691
Grant Funds Requested: \$ 37,007.00
Matching Funds: - (if applicable)
Project Summary: PROJECT SUMMARY/STATEMENT OF USE:

Application Due Date: 2/21/2013
Secondary Due Date: 3/21/2013
Request Advance Payment: No

PROGRAM BACKGROUND AND CONTEXT:

The City of Redlands through the Redlands Fire Department operates a weekly Household Hazardous Waste Collection site. The site is functional for four (4) hours every Saturday (Weather and Holidays permitting). This site is operational year round and enjoys considerable use by our community. Often times, a line of conscientious residents wait around the block to recycle their domestic waste materials. We collect approximately 9,000 to 10,000 pounds of Household Hazardous Waste and 7,500 pounds of E-Waste per month. The area of Redlands includes 24,764 households.

PROJECT DESCRIPTION AND NEED:

Our request consists of two primary projects. Security and Comfort/Safety.

SECURITY: One of our concerns is the unauthorized and/or properly documented dumping of materials when our recycling location is not open. We routinely find un-labeled materials left at the site which present a threat to the public until properly contained and processed and present a hazard to our first responders who must deal with these undefined materials on an emergency basis. In order to provide greater security and encourage lawful disposal of materials, we are seeking funding for a state-of-the-art security camera system to monitor the recycling location. The camera system suggested would include intrusion detection system based on built-in video analytics. Once triggered, it will immediately notify on-duty Redlands Police Dispatch personnel. These personnel can actively monitor the situation on displays within the Redlands Police Dispatch Center. If needed, Police dispatchers can interact via a two way public address audio system to alert the potential violator of the proper procedures for disposing of materials. This two way audio system has proven very effective in other areas of the City in preventing violations and encourages lawful behaviors. It is our hope that by simply reminding individuals about to improperly dump materials of the proper procedure we will facilitate uses of the Household Hazardous Waste Recycling site in the manner it was intended. In cases where the individual chooses to illegally dump materials, we will have critical identification information to properly follow-up with violators.

COMFORT / SAFETY: Because Redlands is located in inland Southern California; we routinely experience very high daytime temperatures from late spring to well into the fall months. Temperatures routinely break the 100°F mark and present what can be uncomfortable and even dangerous conditions for those working outside. With this in mind we are seeking funding for items to make the experience for our residents and our operators more pleasant and safe. Items requested to facilitate this include a evaporative cooler, EZ-up, chairs, and a generator. These items will allow both the operators and our residents recycling materials to function in an environment which is a little more hospitable for their recycling activity. We are hopeful that by making the experience more pleasant for our residents we will encourage greater compliance. Clearly, the operators who must staff this location for 4 hours will maintain cooler body temperatures and be able to function more safely and efficiently. Not to mention in a better frame of mind.

Project Goals

We are hopeful that by making the experience more pleasant for our residents we will encourage greater compliance. Clearly, the operators who must staff this location for 4 hours will maintain cooler body temperatures and be able to function more safely and efficiently. Not to mention in a better frame of mind.

Applicant/Participant

Name: City of Redlands
Federal Tax ID:
County: San Bernardino

Lead: X
Jurisdiction: Redlands
Organization Type: City

Contacts

Aguilar, Pete

Title: Mayor

Prime Second Auth Cnslt



Grants System Application

Generated By: Linda Dickinson

Generated On: 4/25/2013

PO Box 3005
Redlands, CA 92373

Chappell, Dempsy

Fire
P.O. Box 3005
Redlands, CA 92373

Frazier, Jeff

Fire
P.O. Box 3005
Redlands, CA 92373

Phone: 909-798-7533
Fax: 909-798-7535
Email: citycouncil@cityofredlands.org

Title: Captain

X

Phone: 909-798-7600
Fax: 909-798-7602
Email: dchappell@confire.org

Title: Fire Chief

X

X

Phone: 909-798-7600
Fax: 909-798-7602
Email: jfrazier@confire.org

Budget

Category Name	Amount
Admin Costs	-
Collection	-
Education	-
Equipment	\$ 37,007.00
Personnel	-
Training	-
Upgrade/Expansion	-

Site Information

Household Hazardous Waste

P.O. Box 3005
Redlands, CA 92373

Site Type: Payment Address
County: San Bernardino
Budget Amount:

Redlands Household Hazardous Waste

500 Kansas Street
Redlands, CA 92373

Site Type: Permanent HHW Facility
County: San Bernardino
Budget Amount:

Documents

Document Title

Received Date

Required Document(s) By Secondary Due Date

Other	Request for Council Action - Grant	02/21/2013
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Required Documents

Application Certification	Application Certification	02/21/2013
EPPP Policy Certification/Notification	Yes EPPP Policy Certification	02/21/2013
Narrative Criteria	Narrative	02/21/2013
Work Plan	Work Plan	02/21/2013

Other Supporting Document(s)

Draft Resolution		
Letter of Authorization/Resolution		
Letter of Designation	Letter of Designation	03/06/2013

Required Document(s) By Secondary Due Date

Resolution/Letter of Commitment	Resolution	03/06/2013
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Resolution or Letter of Commitment Requirement and optional Letter of Designation

Applicant acknowledges that its approved Resolution or Letter of Commitment must be uploaded no later than the **secondary due date**. Applicant further acknowledges that if its Resolution or Letter of Commitment is received after this date, its application will be **disqualified**.



January 2013

Department of Resources Recycling and Recovery (CalRecycle)

**HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM
APPLICATION GUIDELINES & INSTRUCTIONS**

HD20 Cycle - Fiscal Year (FY) 2012/13

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GRANT CYCLE OVERVIEW

This resource document provides Applicants with a cycle overview, instructions on how to access and complete the online application, information about grant administration, and application conditions. The online application can be accessed on the Grant Management System Web (GMSWeb) webpage (<http://www.calrecycle.ca.gov/Grants/GMS/default.htm>).

The Department of Resources Recycling and Recovery (CalRecycle) offers the Household Hazardous Waste (HHW) Grant Program pursuant to 47200(a) of the Public Resources Code. The purpose of the grant is to assist local governments in implementing safe HHW programs, which may include public education, source reduction, reuse, recycling, load checking and collection components.

ELIGIBLE APPLICANTS

Only one application per qualifying entity will be accepted. Eligible applicants may submit an individual or regional application. Grants are available to:

- California cities, counties, and other local government agencies with direct responsibility for HHW management;
- Joint Powers Authorities (JPA) if the JPA agreement includes solid and/or hazardous waste management responsibilities; and
- Qualifying Indian Tribes with direct responsibility for HHW management. A “Qualifying Indian Tribe” is defined as an Indian tribe, band, nation or other organized group or community, residing within the borders of California, which:
 - (1) is recognized for special programs and services provided by the United States to Indians because of the status of its members as Indians; or
 - (2) can establish that it is a government entity and meets the criteria of the grant program.

If more than one application is submitted by an applicant, it will be the applicant’s responsibility to decide which application should go forward. If the additional application(s) are not withdrawn, all applications from that local public agency will be disqualified, and that local public agency will be eliminated from any regional application of which it is a part. Applicants with open CalRecycle grants must be in good standing and comply with grant reporting requirements before they can receive an HHW Grant.

REGIONAL APPLICATION REQUIREMENTS

Local governments may join together in a regional program. A Regional Lead jurisdiction must be designated to act on behalf of all participating jurisdictions (*see “Resolution Information” for specific instructions regarding authorization documentation*). The Regional Lead is the Grantee who will be responsible for the performance of the grant and all required documentation. CalRecycle will direct all official correspondence and grant payments to the Regional Lead. If a jurisdiction is a participant in a regional program, it may not apply individually.

ELIGIBLE PROJECTS

This grant cycle has been designed for smaller projects that complement existing and/or regional HHW programs in California. Grant applications must include one or more of the following types of projects:

- HHW public education and outreach
- Set-up and operation of temporary or mobile collection program for one-day or multi-day collection events

- Minor improvements to an HHW facility that enhance or improve the existing program. (Examples could include: storage bins, signage, painting, paving, shelving, etc.)
- Purchase of personal protection equipment and/or 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training

Projects that do not fall within one of these four categories will not be eligible for grant funding.

AVAILABLE FUNDS

- A total of \$1,500,000 is available for the HD20 cycle FY 2012/13.
- \$50,000 is the maximum available for individual applicants.
- \$75,000 is the maximum available for the following applicants:
 - Rural area counties (must have a population of 200,000 or less)
 - Regional or multi-jurisdictional applicants

GRANT TERM, PERFORMANCE PERIOD, AND REPORT PREPARATION PERIOD

The Grant Term and Grant Performance Period both begin on the date indicated in the Notice to Proceed. The Grant Term ends on April 15, 2015. This is also the date the Final Report and Final Payment Request are due to CalRecycle.

The Grant Performance Period begins on the date indicated in the Notice to Proceed letter that the Grantee will receive from CalRecycle and ends on April 1, 2015. The Notice to Proceed, which is issued after the Grantee and CalRecycle have both executed the Grant Agreement, is a formal notification that authorizes the Grantee to begin the Grant Project and incur costs. Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. In all cases, eligible program costs must be incurred no later than April 1, 2015.

The period from April 2, 2015 to April 15, 2015 is the Report Preparation Period. Costs incurred to prepare the Final Report and Final Payment Request is the only costs that are eligible for reimbursement during the Report Preparation Period.

ELIGIBLE COSTS

Costs must be reasonable and focused on local needs as described in the application. Costs are limited to those specifically identified in the applicant's approved Budget and directly associated with the activities and products identified in the applicant's approved Work Plan.

Costs can only be incurred during the "Grant Performance Period" which starts when the Grantee receives a "Notice to Proceed" letter from CalRecycle and ends on April 1, 2015. The Notice to Proceed letter, issued after the Grantee and CalRecycle execute the Grant Agreement, formally authorizes the Grantee to begin the Grant project and incur costs.

Eligible costs are limited to the following:

- HHW public education and outreach.
- Set-up and operation of temporary HHW facilities for one-day or multi-day collection events if this is a cost effective collection method in the jurisdiction.
- Minor improvements to an HHW facility that enhance or improve the existing program. (Examples could include: storage bins, signage, painting, paving, shelving, etc.)
- Costs for required employees at HHW facilities, for Personal Protection Equipment and/or to attend an 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training.
- Overhead/indirect costs up to 10% of the total grant funds that have been reimbursed. For more detail on overhead/indirect costs, refer to *Exhibit B - Procedures and Requirements* for HD20 Cycle FY 2012/13.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to HHW and the approved grant project is ineligible for reimbursement. Ineligible costs include, but are not limited to:

- Costs incurred prior to receipt of the Notice to Proceed letter or after the end of the Grant Performance Period (*Exemption: Costs incurred in preparation of the Final Report and Final Payment Request during the Report Preparation Period [i.e. April 2, 2015 - April 15, 2015] are eligible for reimbursement.*)
- Cost for major HHW facility improvements that require permits or licenses
- Cell phones, smart phones, pagers, cameras, personal computers, and other electronic devices unless such device(s): (1) are specifically needed for the grant project; (2) are not available within the Grantee's existing inventory; and (3) will be used predominantly for the grant project, and not for other departmental uses
- Costs related to computer applications/software
- Costs for planning and design of HHW facilities
- Costs that are not consistent with local, state, and federal guidelines and regulations
- Costs currently covered by another CalRecycle loan, grant, grant cycle or contract
- Costs for purchase or lease of vehicles
- Costs for sharps waste management expenses
- Costs related to the management of pharmaceutical wastes
- Costs to maintain an existing HHW program
- Developing or expanding a permanent facility on non-government owned property, unless specific conditions (e.g., long-term lease evidencing commitment to utilize facility for purpose set forth in grant; commitment to public access; commitment to utilize facility as described in application for life of facility) are met and pre-approved in writing by the Grant Manager
- Developing or customizing school curricula
- Expenses for audits of the Grantee's entire organization, or portions thereof
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations
- Any food or beverages (e.g., as part of meetings, workshops or events)
- Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) 40-hour and 24-hour courses
- Honoraria, stipends, prizes, royalties, etc.
- Management, handling, disposal, or treatment of radioactive explosive or medical wastes, and other extremely hazardous waste
- Movie theater screen advertising
- Out-of-state travel
- Overtime costs/Compensated Time Off (except for local government staffing during specially scheduled evening or weekend events when law or labor contract requires overtime compensation)
- Personnel costs incurred while an employee assigned to the project funded by the grant does not work on the project (e.g., use of accrued time such as sick leave, vacation, etc.)
- Premiums or promotional items unless pre-approved in writing by the Grant Manager
- Pre-paid expenditures for future goods or services delivered beyond the end of the Grant Performance Period. (*Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the end of Grant Performance Period if the delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive written pre-approval from the Grant Manager.*)
- Profit or mark-up by the Grantee
- Promotion of either brand-name product(s) or private businesses with grant funds
- Purchase or lease of land

- Purchase or lease of buildings, unless (1) applicant demonstrates that this is the most cost-effective means of developing an HHW facility; (2) any lease meets the requirements for developing a permanent facility on privately owned property, and (3) any purchase or lease of a building is pre-approved in writing by the Grant Manager.
- Remediation (any cleanup or restoration of polluted areas)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Costs deemed unreasonable or not related to the grant project by the Grant Manager

Prior to award, all questions regarding eligible/ineligible costs should be raised in the Question and Answer phase of the application period. After award, all questions should be directed to the Grant Manager. Detailed information is described in the Procedures and Requirements – Exhibit B of the Grant Agreement. See www.calrecycle.ca.gov/HomeHazWaste/Grants/20thCycle/default.htm.

QUESTION-AND-ANSWER PROCESS

Because this is a competitive grant program, CalRecycle staff cannot answer any questions about your project(s) or the application except through the Question and Answer Process. Questions regarding your project(s), the Application and/or its requirements must be in writing and received by **January 31, 2013** via email at: grants@CalRecycle.ca.gov

Questions and Answers (Q&A) will be posted periodically during the Q & A period at: www.calrecycle.ca.gov/HomeHazWaste/Grants/20thCycle/QandA.htm. Similar or related questions may be grouped together or re-worded for clarity and responded to as one question. All Qs&As will be posted on or about approximately two weeks after the deadline and are subject to updates. It is the Applicant's responsibility to check this website for the latest information.

TIMELINE FOR HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM HD20, FY 2012/13

Date	Activity
January 31, 2013	Question and Answer Period • Questions may be submitted from application release date to this date • Questions must be submitted by email
February 7, 2013	• All answers will be posted (tentative)
February 21, 2013	Application Deadline • Applications must be submitted in GMSWeb by this date. • Customer service will only be available until 4:00 p.m. on this date
March 21, 2013	Secondary Due Date If Resolution not submitted with the application Approved Resolution must be uploaded in GMSWeb by this date If Applicant does not have an EPPP policy at time of application • EPPP Policy must be adopted and Notification must be uploaded in GMSWeb by this date
April 18, 2013 (tentative)	Grants Awarded CalRecycle considers funding recommendations, and if approved, conditionally awards grants
June 24, 2013	Signed Grant Agreement must be received by CalRecycle by this date.
Notice to Proceed – April 15, 2015	Grant Term
Notice to Proceed – April 1, 2015	Grant Performance Period—may incur program or project costs
April 2, 2015 – April 15, 2015	Report Preparation Period – may only incur costs for preparation of Final Report and Final Payment Request
April 15, 2015	Final Report, Final Payment Request and Request for 10% withhold Deadline

APPLICATION INSTRUCTIONS

APPLICATION ACCESS

The application is available in CalRecycle's web-based Grants Management System (GMSWeb). Access to GMSWeb is secure; therefore you must have a CalRecycle WebPass in order to log into the system. Applicants who have not previously obtained a CalRecycle WebPass can create an account at the [CalRecycle WebPass site \(https://secure.calrecycle.ca.gov/WebPass/\)](https://secure.calrecycle.ca.gov/WebPass/).

After logging into [GMSWeb \(https://secure.calrecycle.ca.gov/Grants\)](https://secure.calrecycle.ca.gov/Grants), select "Grant Application Search" on the left. Open grant cycles are displayed in a table. Find (Household Hazardous Waste HD20) and select "Apply."

APPLICATION CONTENTS AND INSTRUCTIONS

The online application is divided into tabs. To fill out an application, click on each tab and fill out the sections as required. General directions are on the top of each tab and additional information is provided below.

Summary

This tab provides a summary of the application, directions, and resources. In addition, it contains several checklists to assist Applicants with completing the application. It is the Applicant's responsibility to ensure that all required documents, are submitted by the due date identified in the Timeline section.

- Application Checklist
- Required Document(s) By Application Due Date
- Other Supporting Document(s) as applicable for your Application/Project
- Required Document(s) By Secondary Due Date

Applicant/Participant

The Applicant's name is entered in this tab. The Applicant name is the legal name of the jurisdiction/organization that will be legally responsible for grant administration, if awarded.

- Department or unit names are not included in the Applicant name.
- County names must be listed with the name first followed by the word "County," e.g., "Sacramento County."
- City names must be listed as "City of" followed by the city's name, e.g., "City of Sacramento."
- Every application must have a Lead Applicant even if it is an individual application with no participating jurisdictions. Setting the Lead Applicant is a separate step in the application process. See GMSWeb instructions for more information.
- For Regional Applications, add the name of each eligible participating jurisdiction

Detail

This tab contains several required elements of the application.

- Enter a dollar amount in the Grant Funds Requested field. Do not exceed the maximum grant award amount of \$50,000 for individual applicants and \$75,000 for regional or rural applicants. Please round all amounts to the nearest whole dollar.
- Matching Funds are not required for this grant, so skip the Matching Funds field.
- Enter the Assembly District(s) and Senate District(s). To select more than one district, hold the "Ctrl" key while selecting the numbers.
- Project Summary/Statement of Use: Provide a brief description of your project (3-5 sentences).
- Select the appropriate option for the Resolution or Letter of Commitment Requirement and optional Letter of Designation.

Contacts

The application must include only one Primary Contact and at least one Signature Authority. Each contact entered into the application may be granted access by checking the box on the bottom of the contact's detail screen. The contact will be able to log into GMSWeb using his/her own CalRecycle WebPass to access the application.

Primary Contact	One person who has been authorized by the Signature Authority/Designee to manage and oversee the grant. This person will be the first contact with whom the Grant Manager will communicate.
Secondary Contact	A person authorized (by the Primary Contact or Signature Authority/Designee) as the alternate person with whom the Grant Manager will communicate. (Not required)
Signature Authority	The person(s) authorized to sign CalRecycle grant related documents, such as the grant application, the grant agreement, etc. This person is authorized by a Resolution, Letter of Commitment, or Letter of Designation (if applicable). Please see Applicant's Documents section for more information about documentation for Signature Authorities.
Consultant	A professional who provides advice in a particular area of expertise. If the Applicant is awarded a grant, the consultant may manage the grant, or only conduct specific activities based on a written agreement between the Applicant and the consultant outlining work to be performed. (Not required)

Budget

Fill out the budget tab provided in GMSWeb. Categorize project costs within the applicable standard budget categories that are indicated within the budget tab (i.e., Administration Cost, Collection, Education, Equipment, Personnel, Training, and Upgrade/Expansion). Some categories may not be applicable to your project. All items must be necessary, reasonable and cost-effective. Total budgeted amount must equal the Requested Funds amount.

To enter information in each applicable category, select the category name. In the Budget detail screen, enter the total budget amount and enter itemize costs in the Budget Detail section. The itemize costs should support expenditures for each activity identified in your Work Plan.

Administration Budget Category

In the Budget Detail section identify the amount applicable to indirect cost.

Indirect Costs –Grantee may claim overhead/indirect costs up to 10% of the grant funds reimbursed. Overhead/indirect costs are expenditures not capable of being assigned and not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program.

- Examples include the cost of operating and maintaining facilities, accounting services, and administrative salaries not directly related to grant activities.
- Overhead/indirect cost issues:
 - Time spent by a manager or supervisor performing an activity directly related to the execution of the grant (not supervision), such as chairing regional meetings, speaking at events, drafting program materials, etc. is a direct cost and should be charged to the appropriate activity or category. However, note that the manager or supervisor's time must be clearly supported by appropriate documentation.
 - Any cost charged to the grant as a direct cost may not be charged to the grant as an indirect cost.

See Grant Cycle Overview section for "Eligible Costs" information.

Address/Site(s)

All applications must contain a payment address. Enter the **department name only** (do not include the Applicant name in this field). Choose Payment Address as the Address/Site Type and enter the complete mailing address. The budget amount or summary fields are not required for the payment address entry. See example below:

☐ Department/Site Name:	City of Roseville
Address/Site Type:	Payment Address
☐ Address Line 1:	1234 ABC Street
☐ Address Line 2:	Suite 200
City:	Roseville
State:	CA
Zip Code:	95678
County:	Placer
☐ Budget Amount:	
Summary:	

Add an entry for each grant project/site.

Project Site(s)

All applications must contain project site(s) information. Enter the **Site Name**. Use the drop down arrow of the **Site Type** and select **HHW Facility**. Type in the complete address and select the **County**. Enter the **Budget Amount** for this site and type a brief **Summary** of the project in the space provided. Repeat the steps above if you have multiple project sites.

See *Grant Cycle Overview* section for “Eligible Projects” information.

Documents

Application documents must be uploaded to the Documents tab to complete the application. When uploading a document, enter a unique title, select the appropriate document type from the drop down list, and enter the date that it was executed/signed, if applicable, or select “today’s date.”

After all the application documents are uploaded print the Application Certification from Application Submission section of the Summary tab. The Application must obtain a signature from the authorized Signature Authority, scan the document, upload it, and retain the original hard copy document in your cycle file. After the Application Certification document is uploaded the Submit Application button will be enabled.

APPLICATION DEADLINE

Applications must be submitted in GMSWeb no later than **February 21, 2013**. Customer service will only be available until 5:00 p.m. on the application due date.

APPLICATION DOCUMENTS

Each applicant must upload supplementary documents in addition to completing the online application form. The application is not complete until all required documents have been uploaded to the **Documents Tab** of the GMSWeb application.

CALRECYCLE DOCUMENTS

You can locate copies of the CalRecycle documents on the Summary tab, in the Application Documents section. To access the document, you must click on the link, open it up, fill it out, save it to your computer, and then upload it to the Documents tab. Below is a list and examples of some of those documents.

Narrative Criteria

The Narrative Criteria document requires information on the following: Project Eligibility; Program Background and Context; Project Description and Need; and Project Goals. The response size is limited and cannot be expanded, so please keep your answers brief. For application tips, review the “Application Tips and Resources” document on the Summary Tab, in the Resource Documents section.

I. Project Eligibility

Your project must meet one or more of the eligible activities listed within this section. Check all that apply to your proposed project.

II. Program Background and Context

Describe your existing program including volumes collected, number of households served, number of events, days and hours of facility operation, and materials accepted, as applicable.

III. Project Description and Need

Describe your proposed project and what will be accomplished by completing it. What is the need for grant funding and why should the project be funded. For example:

El Tornado HHW Facility opened in early 2012 and needs to inform residents of its new location, the increased hours of operation, and the HHW accepted. We anticipate an increase in HHW disposal at the new facility. Due to a reduction of the tipping fees, our jurisdiction no longer has a budget for Public Education. A grant from CalRecycle will greatly increase our ability to provide information and expand HHW awareness to the public.

IV. Project Goals

How do you expect this project to influence the volume at your HHW facility(ies) for the following: volume collected, number of households served, number of increased events, days and hours of facility operation, and materials accepted, as applicable. Indicate anticipated increases. A space is provided to explain your program details that would be noteworthy or important.

Work Plan

The Work Plan document must list the major activities, steps or tasks necessary to implement your project. Provide a logical timeframe for activities, taking into consideration the potential for delays. The Budget must itemize costs for each activity in your Work Plan.

Environmentally Preferable Purchasing and Practices Policy Certification/Notification

Consistent with CalRecycle’s core values, all grant Applicants are required to develop, adopt and implement an Environmentally Preferable Purchasing and Practices (EPPP) Policy for their organizations. The EPPP Policy must be in place by the secondary due date of **March 21, 2013**.

Applicants who have an EPPP Policy in place prior to submitting their application must certify to this fact in the EPPP Policy Certification – Notification document. Any Applicant who does not have an EPPP Policy in place when it submits its application may certify in the EPPP Policy Certification/Notification document that it will adopt one and upload the Notification in GMSWeb. CalRecycle must receive the Notification by the secondary due date or the application will be disqualified.

The portion of the EPPP Policy Certification/Notification document that is required to be completed with application submittal is shown below. Enter the Applicant name select the appropriate box in the EPPP Certification section of the document. If you have an EPPP Policy in place, you do not need to upload a copy; only upload the EPPP Policy Certification/Notification document.

EPPP Certification

All applicants must fill out this section and upload in GMSWeb by the application due date, February 21, 2013.

Applicant / Organization Name:

Must check one box

- ☐ Yes, our entire organization¹ has an EPPP Policy.
Date Adopted: _____ By: (e.g., governing body name, executive officer, etc.) _____
- ☐ No, our entire organization does not have an EPPP Policy. We acknowledge that our organization must adopt one by **March 21, 2013** or our application will be disqualified. After your organization adopts an EPPP Policy, complete the EPPP Notification section below.

If the applicant adopts an EPPP Policy after application submittal, complete the Notification section of the EPPP Policy Certification/Notification shown below and upload it by the secondary due date. **Do not upload a copy of the EPPP Policy.**

EPPP Notification

For applicants who adopt an EPPP Policy after the application due date and marked **No** in the section above, complete this section below. Upload the signed EPPP Notification to GMSWeb by **March 21, 2013** or the application will be disqualified.

Must check box

- ☐ Yes, our entire organization has an EPPP Policy.
Date Adopted: _____ By: (e.g., governing body name, executive officer, etc.) _____

Certification: I declare, under penalty of perjury, under the laws of the State of California, that the above information is true and correct to the best of my knowledge.

X

Signature Authority - as authorized in Resolution or Letter of Commitment, or
Authorized Designee - as authorized in submitted Letter of Designation

Date

Print Name

Print Title

¹ "Entire organization" refers to the entire city or county applicant, not an individual office or subunit of the larger entity

The list below contains concepts/policies that CalRecycle encourages organizations to include in their EPPP Policies. To see examples of existing Environmentally Preferable Purchasing and Practices Policies, visit: [Responsible Purchasing Network \(www.responsiblepurchasing.org/purchasing_guides/all/policies/\)](http://www.responsiblepurchasing.org/purchasing_guides/all/policies/).

Producer Responsibility and Source Reduction
1. Products have an environmental standard issued by a third-party or government agency where available. (See California Department of General Services [http://www.dgs.ca.gov/buyinggreen] for product-specific information).
2. Vendors or manufacturers agree to take back old product or packaging or cover the cost of recycling/disposal.
Recycled Content
3. Products contain recycled content that meet or exceed the California State Agency Buy Recycled Campaign (SABRC) requirements (http://www.calrecycle.ca.gov/buyrecycled/stateagency/) .
4. Products contain recycled content that meet or exceed the guidelines in the US EPA's Comprehensive Procurement Guidelines (http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm) , if higher than SABRC requirements
5. Products contain recycled content as recommended in the Buying Green Guide (http://www.dgs.ca.gov/buyinggreen/Home/BuyersMain.aspx) .
Energy and Water Savings
6. Products are Energy Star certified, if a US EPA Energy Star certification is available, or products are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.
7. Products are Water Sense certified, if a US EPA Water Sense certification is available.
Toxicity and Pollution
8. Materials used in products are non-hazardous to the extent feasible.
9. Products do not emit harmful air emissions or volatile organic compounds to the extent feasible.
10. Products are readily bio-degradable and non-persistent in the environment after use, where practicable.
Buildings and Grounds
11. All building and renovations follow the green building practices for design, construction and operation, where appropriate as described in the LEED TM Rating System.
Habitat Preservation
12. Raw materials used in products are sustainably harvested or contain recycled content, to the extent feasible.
13. Raw materials used in products are renewable resources (e.g., not based on a fossil fuel), to the extent feasible.
Continual Improvement
14. Training is provided to new and existing employees
15. Organization regularly evaluates and/or improves implementation of EPPP policy

APPLICANT'S DOCUMENTS

The following provides information and examples of documents that you, as the Applicant, must provide. It is the Applicant's responsibility to ensure that the documents necessary to complete its application are uploaded to the Documents tab of GMSWeb.

Resolution Information

-for Applicants subject to a governing body, e.g., City Council, Board of Directors

A copy of the authorizing Resolution is a required application document. However, if an Applicant needs additional time to obtain the Resolution, it must be uploaded no later than the secondary due date (March 21, 2013) or the application will be deemed incomplete and will be disqualified.

Applicants that are subject to a governing body must submit a Resolution that specifically authorizes certain grant-related matters. The following identifies the required Resolution provisions.

- The Resolution must authorize submittal of an application for one or more specifically named CalRecycle grant(s) or for all CalRecycle grants for which the Applicant is eligible.
- The Resolution must identify the period of time, up to five years, during which the authorizations are valid. Five years is encouraged; however, periods of less than 5 years are acceptable. If a Resolution submitted to CalRecycle does not specifically identify a period of time, it will be considered valid for one year from the date of adoption.
- The Resolution must identify the job title of the person authorized to sign all grant-related documents necessary to implement and close-out the grant(s) (Signature Authority).

(Optional but encouraged) The Resolution should authorize the Signature Authority to delegate his/her signature authority to another person identified by job title. The Signature Authority must sign a Letter of Designation prior to the Designee's exercise of his/her authority.

Regional Applications:

- The Lead Applicant must submit an approved Resolution that authorizes it to act as a lead for a regional program. This Resolution authorizes submittal of a regional application on behalf of the Lead Applicant and specifically named regional participants, and includes authorization letters with original signatures dated within the last 12 months from the participating jurisdictions authorizing the Lead Applicant to act on their behalf for this cycle. (see example below)
- If the Resolution is valid for more than one year, we recommend: a) the list of participants be provided as an attachment rather than embedded in the Resolution, and b) the Signature Authority be authorized to revise the list as necessary with each subsequent application (this allows a Signature Authority to add or remove regional participants with each new application without the necessity of obtaining a new Resolution).
- Regional participants subject to a governing body must provide a letter of authorization, dated within the last 12 months, to the Regional Lead authorizing the Lead Applicant to act on its behalf for this cycle. Copies of the letters of authorization must be submitted with the application.

Resolution Example

The following Resolution is for example purposes only. Please consult with your attorney to determine the Resolution language most appropriate for the application.

RESOLUTION OF THE **(Name Of The Governing Body)** APPROVING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH **(Name Of Applicant)** IS ELIGIBLE

The following “Whereas” provisions are applicable to all CalRecycle grants; however, they are not required.

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California’s (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an Applicant’s governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the **(Title of Governing Body)** authorizes the submittal of application(s) to CalRecycle for (choose one of the following options) 1) (names(s) of specific grants)) or 2) all grants for which **(Name of Applicant)** is eligible. [Note: this provision is either/or; do not include both options]; and

BE IT FURTHER RESOLVED that the **(Job Title)**, or his/her designee is hereby authorized and empowered to execute in the name of the **(Name of Applicant)** all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for (*choose one of the following options*) 1) five (5) years from the date of adoption of this Resolution or 2) for a period less than five years (**insert Time Period: from Month, Day, Year through Month, Day, Year**). [Note: this provision is either/or; do not include both options].

Letter of Commitment Information

-for Applicants not subject to a governing body

Applicants, who are not subject to a governing body, must upload with the application, a letter on Applicant’s letterhead, dated, and signed by a person with authority to contractually bind the Applicant. The document with the original signature must be maintained in Applicant/Grantee grant file. This letter must:

- authorize submittal of the (name of this Grant Program) application on behalf of applicant;
- designate the job title of the person authorized to execute all grant documents necessary to secure grant funds and implement the approved grant project (Signature Authority); and
- authorize the Signature Authority to delegate this authority (*not required but encouraged*).

Letter of Commitment Example

The following letter is for example purposes only. Please consult with your attorney to determine the language most appropriate for the application

Date

I am **(Job Title)** of **(Name of Applicant)**. I am authorized to contractually bind **(Name of Applicant)**. Pursuant to this authority, I hereby 1) authorize the submittal of an application for the **(Household Hazardous Waste Grant Program)**; 2) authorize **(Job Title)** as our Signature Authority to execute all grant documents necessary to secure grant funds and implement the approved grant project; documents include, but are not limited to, applications, agreements, amendments and requests for payment; and, 3) authorize our Signature Authority to delegate this authority. The following information more specifically identifies our Signature Authority:

Name & Job Title
Mailing Address
City, State, Zip Code
Telephone Number

Letter of Designation

- A Letter of Designation (LOD) is required when the authorized Signature Authority delegates his/her authority to another person. The approved Resolution must indicate the Signature Authority's ability to delegate or designate his/her authority. The letter must be submitted prior to the Designee's exercise of his/her authority. If the Designee signs any document in the application, the letter must be submitted with the application. The letter must:

- be on the Applicant's letterhead
- be dated after the effective date of the approved Resolution
- identify the job title of the Designee
- identify the scope of the Designee's authority
- identify the period during which the Designee may exercise the authority. The Designee's authority may not extend beyond the effective date of the approved Resolution (for example, if the Resolution is effective until December 31, 2013, then the LOD may be effective only until December 31, 2013)
- it must be signed by the Signature Authority.

Letter of Designation Example

The following letter is for example purposes only. Please consult with your attorney to determine the language most appropriate for the application.

Date

Pursuant to the Resolution authorizing an application for the **(Household Hazardous Waste Grant Program)**, I am the designated Signature Authority for **(Name of Applicant/Grantee)**. I am authorized by the Resolution to execute on behalf of **(Name of Applicant/Grantee)** all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved Grant Project for this grant. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to the **(Job Title of Designee)**. This delegation is effective as long as the Resolution is in effect.

The current **(Job Title)** is identified below:

Name & Job Title
Mailing Address
City, State, Zip Code
Telephone Number

Letter of Authorization Information

A Letter of Authorization is a letter submitted by a jurisdiction (Regional Participant) to authorize another jurisdiction (Regional Lead) to apply for and to act on its behalf in the implementation and administration of the CalRecycle Grant/Program.

The letter must be on the participating jurisdiction's official letterhead and dated within 12 months prior to the application deadline. The letter must authorize the submittal of the regional grant/program application, designate the Applicant as the lead agency, and signed by an individual authorized to contractually bind the Applicant. The document with the original signature must be maintained in Applicant/Grantee grant file.

Letter of Authorization Example

Date

I am **(Job Title)** of **(Name of Regional Participant)**. I am authorized to contractually bind **(Name of Regional Participant)**. Pursuant to this authority, I hereby authorize **(Name of Regional Lead Agency)** to submit a regional application and act as Lead Agency on behalf of **(Name of Regional Participant)**. The **(Name of Regional Lead Agency)** is hereby authorized to execute all documents necessary to implement the grant under the **Household Hazardous Waste Grant Program HD20**.

Signature

Name & Job Title

Mailing Address

City, State, Zip

GRANT REVIEW AND AWARD PROCESS

GRANT APPLICATION REVIEW PROCESS

After the close of the application period, CalRecycle Staff will review the applications for completeness and eligibility. Only complete applications can be considered for award. Make sure all the relevant documents are included, signed and/or the appropriate boxes checked.

GRANT AWARD PROCESS

For qualifying applications, CalRecycle staff will develop funding recommendations for the consideration and approval of CalRecycle's Director, or her designee. This is tentatively scheduled for April 2013.

If the total eligible requests for grant funds exceed the \$1,500,000 funding available, CalRecycle will establish a blind application numbering system. A public random selection process will be conducted to determine the order in which grant funds will be awarded.

CalRecycle reserves the right to partially fund or fund individual phases of selected proposals, and CalRecycle may fund an amount less than requested.

CalRecycle reserves the right to not award any grant funds under one or more cycles. All awards are subject to funding availability.

GRANT AWARDS CONDITIONS

When awarded, this Grant will be subject to two conditions: 1) the recommended Grantee's Signature Authority (or where delegation is authorized), his/her Designee must sign and return the Grant Agreement to CalRecycle by June 24, 2013; and 2) the recommended Grantee must a) pay all outstanding debts due CalRecycle, or b) bring current outstanding payments owed to CalRecycle within 90 days from the date CalRecycle conditionally awarded the Grant.

Failure to comply with either requirement will nullify the grant award (i.e., the Applicant will not receive a grant).

Note: CalRecycle must RECEIVE the signed Grant Agreement by June 24, 2013, or the grant will not be funded due to loss of funding.

CONDITION SUBSEQUENT

After the Grant Agreement has been executed by both parties, the Grant will be subject to the following condition subsequent: The Grantee may not file for protection under Chapter 9 of the U.S. Bankruptcy Code or declare a fiscal emergency any time within the Grant Performance Period.

If you believe that either of these events is likely to occur in your jurisdiction during the Grant Performance Period, please consult your attorney.

GRANT PROGRAM ADMINISTRATION

GRANT AGREEMENT

Following CalRecycle's conditional approval of the Grant awards, Grantees will be emailed the following:

- Award letter
- Grant Agreement Cover Sheet (CalRecycle 110).
- Exhibit A – Terms and Conditions: contain CalRecycle standard legal requirements for Grants.
Note: See www.calrecycle.ca.gov/HomeHazWaste/Grants/20thCycle/default.htm to download the Terms & Conditions.
- Exhibit B – Procedures and Requirements: contain specific requirements for administering this Grant, including but not limited to project, reporting, and audit requirements.
Note: See www.calrecycle.ca.gov/HomeHazWaste/Grants/20thCycle/default.htm to download a draft of the Procedures & Requirements.
- Exhibit C – Grantee's Approved Application with revisions, if any, and any amendments *
- Exhibit D – Application Guidelines and Instructions
- Attachment I–Forms Guide: CalRecycle forms to be used throughout the Grant Performance Period.
Note: See www.calrecycle.ca.gov/Grants/Forms/ to download the forms.

* The Work Plan and Budget are submitted with and are a part of the Grantee's Approved Grant Application, and are incorporated into the Grant Agreement by reference.

REPORTING PROCESS

Grantees are required to report on the progress of their HHW Grant - one progress report and a Final Report is required. The Grant Manager may request status information at any time during the term of the grant. The Final Report is due on April 15, 2015. Detailed reporting information is included in the Procedures & Requirements -- Exhibit B of the Grant Agreement.

PAYMENT REQUEST PROCESS

Eligible costs are authorized for reimbursement upon the Grant Manager's approval of the Payment Request, and if required, the accompanying Progress/Final Report. Payment Requests must include itemized documentation of claimed expenses (e.g., itemized receipts and proof of payment of invoices). Ten percent (10%) of each approved Payment Request amount will be retained by CalRecycle until the Grant Manager approves the Final Report, the Final Payment Request and all required supporting documentation. Failure to submit these final documents by the deadline specified in the Procedures & Requirements or failure to receive the Grant Manager's approval of these documents by April 15, 2015, may result in the nonpayment of otherwise eligible costs. Detailed payment information is included in the Procedures & Requirements – Exhibit B of the Grant Agreement.

GRANT AGREEMENT PROVISIONS

AUDIT REQUIREMENTS AND WAIVER OF PERSONAL JURISDICTION

As with all Grant Agreement provisions, the following provisions are non-negotiable. Submittal of an application constitutes acceptance of the provisions.

1. Audit/Records Access: The Grantee agrees that CalRecycle, 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 years after final payment or the end of the Grant Term, 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.

2. **Waiver of Personal Jurisdiction:** Should CalRecycle seek reimbursement of costs paid to a Grantee as a result of an audit finding, the Grantee hereby waives any jurisdictional defenses and expressly waives tribal sovereign immunity as a defense to any action in any court of the State of California for the recovery of such funds.