

**GRANT AGREEMENT BETWEEN
THE CALIFORNIA PRODUCT STEWARDSHIP COUNCIL
AND THE COUNTY OF FRESNO**

THIS GRANT AGREEMENT ("Agreement") is made and entered into on September 21, 2021 by the **County of Fresno** as Lead Agency on behalf of itself and the participating jurisdiction of the City of Fresno, hereinafter designated as "JURISDICTION", and the **California Product Stewardship Council**, a California nonprofit corporation, hereinafter designated as "CPSC", each of whom is referred to as a "party" and together as the "parties."

RECITALS

- A. **WHEREAS**, the JURISDICTION desires to obtain assistance with the implementation of the HD 35 Grant Number HD35-20-2021 (the "Grant"), awarded by the Department of Resources Recycling and Recovery, which is incorporated by reference, hereinafter designated as the "PROJECT."
- B. **WHEREAS**, it is the mission of CPSC to shift California's product management system from one focused on government funded and ratepayer financed waste diversion to one that relies on producer responsibility in order to reduce public costs and drive improvements in product design that promote environmental sustainability.
- C. **WHEREAS**, JURISDICTION desires and agrees to contract with CPSC, as an independent organization, and CPSC desires and agrees to provide assistance to JURISDICTION as an independent organization, and
- D. **WHEREAS**, the activities under this Agreement will further CPSC's exempt (educational) purposes because they are "nonprofit" in character and will serve the public good and not just particular individuals or organizations.
- E. **WHEREAS**, CPSC warrants that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement and pursuant to the terms and provisions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. **SCOPE OF WORK.** The scope of work to be provided by CPSC under this Agreement shall include, but is not limited to, providing consulting, and related services, to assist JURISDICTION with implementing the Grant, as set out in EXHIBIT "C" attached hereto and incorporated herein by this reference. All work shall comply with the Terms and Conditions and Procedures and Requirements that govern the Grant, as more particularly set forth in EXHIBIT "A" and EXHIBIT "B" attached hereto and incorporated herein by this reference. In interpreting the Scope of Work, reference may be made to the Grant Agreement, including EXHIBITS "A" and "B".

- 1.1. CPSC TO WORK WITH JURISDICTION. All work by CPSC shall require that CPSC interact with the JURISDICTION so as to accomplish the result sought by the JURISDICTION. The JURISDICTION's Administrator is the JURISDICTION's authorized representative for interpreting and enforcing the terms and provisions of this Agreement relating to the scope of work to be performed. The JURISDICTION's Administrator may delegate authority to any designee(s) they may select in their sole and absolute discretion (hereinafter referred to as the "JURISDICTION's Representative").

2. TIME FOR PERFORMANCE

- 2.1. The services of CPSC are to commence no sooner than the date first listed above of this Agreement and shall continue until all authorized completed work is approved by the JURISDICTION's Representative, but no later than September 1, 2023. Time is of the essence in the performance of work provided for in this Agreement. CPSC shall perform all work in a diligent and workmanlike manner. CPSC shall complete each task in accordance with the schedule of performance attached hereto as EXHIBIT "C."
- 2.2. The work will be performed on a continuous, ongoing basis. CPSC will teleconference with the JURISDICTION's Representative as needed, but in no event less than once per month, to evaluate workload and schedule upcoming activities and staffing needs.
- 2.3. CPSC shall submit all requests for extensions of time for performance in writing to the JURISDICTION's Representative no later than ten (10) calendar days after the occurrence of any event or condition which purportedly caused the delay, and in no event later than the date on which performance is to be complete. The JURISDICTION's Representative, in their sole and absolute discretion, shall review all such requests and will grant CPSC reasonable time extensions for unforeseeable delays which are beyond CPSC's control. The JURISDICTION's Representative's decision in this regard shall be controlling.
- 2.4. For all time periods not specifically set forth herein, CPSC shall respond in the most expedient and appropriate manner under the circumstances, i.e., telephone, fax, hand delivery, mail, electronic file transfer, or e-mail.
- 2.5. CPSC shall be excused for any delays in its performance of this Agreement unavoidably caused by the acts of any governmental authority (including but not limited to "shelter in place" or "stay at home" orders or similar declarations), epidemic/pandemic, public enemy, war, God, the elements, strikes or walkouts, or any other causes reasonably beyond that CPSC's control. CPSC shall use reasonable diligence to avoid any such delay, shall give JURISDICTION notice thereof and shall resume performance under this Agreement as promptly as possible.

3. **DESIGN CRITERIA AND STANDARDS.** All work must comply with all applicable City, County, State and Federal laws, codes, ordinances and regulations.
4. **INDEPENDENT ORGANIZATION.** The JURISDICTION and CPSC are and at all times shall remain independent contractors as to each other, and no joint venture, partnership, agency, or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied as a result of this Agreement. CPSC acknowledges that CPSC shall not be covered under the JURISDICTION's employee benefit plan. Except as is expressly set forth in this Agreement, each party will bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like. Neither party has the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party. CPSC shall provide a list of its agents, sub-contractors and employees performing any work in connection with the work provided for in this Agreement, upon request by JURISDICTION. CPSC's engineers, environmental scientists, draftsmen, surveyors, inspectors, agents, sub-contractors and employees will be subject to the approval of the JURISDICTION's Representative. Only competent workers may provide the services. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, will be immediately removed from the work by CPSC and not re-employed on the PROJECT.
5. **WORKER'S COMPENSATION.** CPSC acknowledges the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. CPSC will comply with Labor Code requirements and provide certification of compliance upon execution of this Agreement or, in the discretion of the JURISDICTION's Representative, not later than commencement of the work to be performed under this Agreement. The workers' compensation certificate must include a waiver of subrogation endorsement.
6. **LIABILITY INSURANCE.** CPSC, at its expense, shall secure and maintain in force for the term of this Agreement, insurance policies which will insure, indemnify and protect CPSC, its officers, directors, employees, and/or agents, and the JURISDICTION, and its officers, officials, employees, volunteers, independent contractors and/or agents from claims for bodily injury, death, or property damage which may arise as a result of CPSC's operations under this Agreement, whether those operations be employed by them directly or indirectly. Said policies will not be for less than the following amounts, and must name the JURISDICTION, its officers, officials, employees, volunteers, independent contractors and/or agents as additional named insureds:
 - 6.1. **MINIMUM SCOPE OF INSURANCE.** Coverage shall be at least as broad as:
 - a. Commercial General Liability coverage.
 - b. Automobile Liability.
 - c. Professional Liability
 - d. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

- e. Errors and Omissions liability insurance appropriate to CPSC's profession.

6.2. MINIMUM LIMITS OF INSURANCE. CPSC shall maintain insurance policy limits no less than:

- a. Commercial General Liability: Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- b. Automobile Liability: Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.
- c. Professional Liability: If CPSC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CPSC agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- d. Worker's Compensation: Statutory.

6.3. ADDITIONAL REQUIREMENTS RELATING TO INSURANCE.

- a. CPSC shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CPSC's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.
- b. CPSC hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CPSC is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CPSC's waiver of subrogation under this paragraph is effective whether or not CPSC obtains such an endorsement.
- c. Within Thirty (30) days from the date CPSC signs and executes this Agreement, CPSC shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will administer this contract), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names

the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CPSC's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

- d. If CPSC maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

6.4. **ACCEPTABILITY OF INSURERS.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the JURISDICTION.

6.5. **VERIFICATION OF COVERAGE.** CPSC shall furnish the JURISDICTION with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the JURISDICTION or other forms provided these endorsements conform to JURISDICTION requirements. All certificates and endorsements are to be received and approved by the JURISDICTION before work commences. The JURISDICTION reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

7. **HOLD HARMLESS:** CPSC agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CPSC, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CPSC, its officers, agents, or employees under this Agreement.

8. **PROFESSIONAL LIABILITY OF CPSC.** The JURISDICTION relies upon the professional training and ability of CPSC to perform the services and scope of work hereunder as a material inducement to enter into this Agreement. CPSC shall therefore provide properly skilled professional and technical personnel to perform all services required by it to be performed under this Agreement. All work performed by CPSC must be in accordance with all applicable legal requirements and meet and conform to the standard of quality ordinarily to be expected of competent professionals in CPSC's field of expertise. Except where the Scope of Work calls for CPSC to provide an opinion or further services to complete the prior preliminary work of other professionals, CPSC will have the right to rely upon the accuracy of JURISDICTION documents and information

provided to CPSC by the JURISDICTION.

9. **NO CONFLICT OF INTEREST.** CPSC (including principals, associates and professional employees) covenants and represents that it does not now have any investment or other interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CPSC's services under this Agreement. CPSC further covenants and represents that in the performance of its duties, no person having any such interest will perform any services under this Agreement. Furthermore, CPSC will not be financially interested in any other JURISDICTION contract for this project. CPSC will indemnify and hold harmless the JURISDICTION, under Section 7 above, for any claims or damages resulting from CPSC's violation of this Section. Notwithstanding the foregoing, CPSC is not a designated employee within the meaning of the Political Reform Act because CPSC

(a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the JURISDICTION other than normal agreement monitoring; and (b) possesses no authority with respect to any JURISDICTION decision beyond rendition of information, advice, recommendation or counsel. [FPSC Reg. 18700(a)(2)].

10. **OWNERSHIP OF DOCUMENTS.** All plans, studies, computations, specifications, including details, computations, and other documents or writings, prepared or provided by and for CPSC (specific to the scope of work for this project), its officers, directors, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, will become the sole property of the JURISDICTION, and JURISDICTION shall have the right to use those materials in its sole discretion without further compensation to CPSC or to any other party. CPSC shall, at its sole expense, provide such reports, plans, studies, documents and other writings to the JURISDICTION with seven (7) business days of the JURISDICTION's written request. CPSC may, however, retain a copy of all material provided and produced pursuant to this Agreement for the purpose of documenting CPSC's participation in performing the scope of work provided in this Agreement. CPSC is granted by this agreement an unlimited right to utilize the materials provided and produced pursuant to this Agreement for CPSC's non-commercial purposes.

10.1. **CONFIDENTIALITY.** All ideas, memoranda, appraisals, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to CPSC in connection with the performance of this Agreement will be held confidential by CPSC.

10.2. **DELIVERABLES.** All printed material, if any, required to be submitted by CPSC as a final and deliverable product that is produced using computer software will include, as part of that deliverable product, copies of all pertinent computer files submitted to JURISDICTION via electronic transfer (email attachment or FTP), or on Flash Drive or Memory Stick and be in PC format. CPSC may, however, submit said computer files in the format of the program from which the files originated. All printed materials submitted to the JURISDICTION will be printed on both sides using at least 50% recycled paper, minimum 20% post-consumer

content unless otherwise requested by the JURISDICTION.

- 10.3. DATA PROVIDED TO CPSC. Upon request, the JURISDICTION shall provide to CPSC, without charge, all data, including reports, records, and other information, now in JURISDICTION's possession, which may facilitate the timely performance of the services to be provided under this Agreement.
11. **COMPENSATION.** All compensation payable to CPSC under this Agreement will be paid by the JURISDICTION. CPSC acknowledges and recognizes that services under this Agreement are paid for with taxpayer and/or ratepayer dollars provided through a grant from the Department of Resources Recycling and Recovery and that a heightened duty of care exists to ensure that CPSC scrupulously adheres to principles of moderation, frugality, and cost consciousness in carrying forth the goals of and completing the scope of work pursuant to this Agreement. CPSC may not use professionals for secretarial work. Under no circumstances may CPSC bill JURISDICTION for scheduling appointments or taking care of matters or work which would otherwise be work performed by a secretary.
- 11.1. For work performed by CPSC in accordance with this Agreement, JURISDICTION shall pay CPSC on a time and materials basis, up to the contract limit of \$77,913.00 in accordance with the rates set forth in the Fee Schedule EXHIBIT "D" including media buys, printing costs, and hardware purchases. All work performed by CPSC shall be in accordance with the Grant as specified in EXHIBIT "B."
- 11.2. No contract price change may be made during the term of this Agreement without the prior written approval of the JURISDICTION's Representative. No work may be performed by CPSC in excess of the total contract price without the prior written approval of the JURISDICTION's Representative.
- 11.3. CPSC may send monthly invoices to the JURISDICTION for its services rendered, which may include services under any task as described in EXHIBIT "C." When a CPSC invoice includes payments to sub-contractors, copies of sub- contract invoices must be included with the invoice.
- 11.4. The JURISDICTION reserves the right to withhold the final payment to the extent that:
- a. There is defective work not remedied by CPSC;
 - b. There are claims against CPSC or any of its subcontractors for labor or materials furnished;
 - c. CPSC has not made proper payments to subcontractors, employees or materialmen; or
 - d. CPSC has defaulted on any other term or condition of this Agreement.
- 11.5. The acceptance by CPSC of the final payment will constitute a waiver of all claims by CPSC except those previously made in writing and still unsettled.
- 11.6. Payments to CPSC will be reported to the Internal Revenue Service. Those payments will be reported on CPSC's Federal Identification Number.

- 11.7. CPSC shall maintain accounting records including the following information: names and titles of employees, agents or subcontractors, types of work performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.
- 11.8. CPSC shall maintain complete and accurate records with respect to the cost, expenses and receipts and other information required by the JURISDICTION for any services provided where compensation is based on hourly rates, subcontractor costs or other direct costs. CPSC shall maintain accurate records of services provided in sufficient detail to permit an evaluation of services and a possible State audit of the Grant. All such records will be maintained in accordance with generally-accepted accounting principles and must be clearly identified and readily accessible. In addition to the accounting records, CPSC will: (i) allow the JURISDICTION the right to examine and audit it, and to make transcripts thereof as necessary; (ii) allow inspections of all work, data, documents, proceedings and activities relating to this Agreement. The records, together with supporting documents, will be kept separate from other documents and records and will be maintained for a period of three (3) years after receipt of final payment.
- 11.9. CPSC shall submit monthly invoices to JURISDICTION describing the Services performed during the preceding month. All invoices must be itemized, and state that the services were performed and were necessarily incurred. The itemized statement will specifically set forth compensation and expenses by assigned task as described in EXHIBIT "C," the total compensation and expenses for each task billed as of the date of the statement, and the total billing for all compensation and expenses from contract inception to the date of the statement. The JURISDICTION reserves the right to require substantiation of any item of claimed expense. Overly generalized listing of task descriptions are not acceptable; rather, CPSC shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing the task description. Any work product or memoranda or other written material described in the entries shall be produced for the JURISDICTION as requested. Billings under this Agreement will not be provided in more than six minute increments and shall represent the devotion of a full six minutes before such an increment is billed. Under no circumstances may CPSC use "block billing" procedures, wherein a list or series of activities is done each day with only an aggregate amount of time specified. Instead, CPSC shall provide a fully detailed specific entry for each separate task and subtask reflecting the time for the task or subtask. JURISDICTION shall pay CPSC invoices within thirty (30) days from receipt of the invoice.
- 11.10. EXTRA WORK. At any time during the term of this Agreement, JURISDICTION may request that CPSC perform "extra work." As used in this Agreement, "extra work" means any work which is determined by the JURISDICTION to be necessary for the proper completion of the PROJECT, but which the parties did not reasonably anticipate would be necessary at the time of the execution of this Agreement. CPSC shall not perform, nor be compensated for, extra work without

the prior written authorization of the JURISDICTION's Representative. No contract price changes may be made during the term of this Agreement without the prior written authorization of the JURISDICTION's Representative.

12. TERMINATION OF AGREEMENT.

12.1. **NON ALLOCATION OF FUNDS.** The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving CPSC thirty (30) days advance written notice.

12.2. **BREACH OF CONTRACT.** The JURISDICTION may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the JURISDICTION there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the JURISDICTION;
- 4) Improperly performed service.

In no event shall any payment by the JURISDICTION constitute a waiver by the JURISDICTION of any breach of this Agreement or any default which may then exist on the part of CPSC. Neither shall such payment impair or prejudice any remedy available to the JURISDICTION with respect to the breach or default. The JURISDICTION shall have the right to demand of CPSC the repayment to the JURISDICTION of any funds disbursed to CPSC under this Agreement, which in the judgment of the JURISDICTION were not expended in accordance with the terms of this Agreement. CPSC shall promptly refund any such funds upon demand.

12.3. **WITHOUT CAUSE** Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CPSC. CPSC to be paid for all materials and services provided up to the date of termination of this agreement.

13. ASSIGNMENT AND DELEGATION. The parties recognize that a substantial inducement to the JURISDICTION for entering into this Agreement is the professional reputation, experience, and competence of CPSC. This Agreement and any portion thereof may not be assigned or transferred, nor may any of CPSC's duties be delegated, without the express written consent of the JURISDICTION. Any attempt to assign or delegate this Agreement without the express written consent of the JURISDICTION is void and of no force or effect. Consent by the JURISDICTION to one assignment may not be deemed to be a consent to any subsequent assignment. CPSC shall provide qualifications of assignees for review by the JURISDICTION, which will not unreasonably withhold consent. CPSC may not subcontract any portion of the work to be performed without the prior written authorization of the JURISDICTION. If the

JURISDICTION consents to a subcontract, CPSC will be fully responsible to the JURISDICTION for all acts or omissions of subcontractor. Nothing in this Agreement creates any contractual relationship between the JURISDICTION and subcontractor nor does it create any obligation on the part of the JURISDICTION to pay or to see to the payment of any monies due to any subcontractor unless required by law. This Agreement inures to the benefit of and is binding upon the parties and their respective successors and assigns.

14. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of the agreement between the JURISDICTION and CPSC. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

15. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of this Agreement is to be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to the parties.

16. NON-DISCRIMINATION. The parties agree that there may be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in the performance of this contract.

17. INTERPRETATION. This Agreement is the product of negotiation and may not be strictly construed for or against either party, but should instead be interpreted fairly in accordance with the intent expressed herein. Should any provision of this Agreement be adjudged to be invalid, the Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are severable.

18. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto. The JURISDICTION's Representative is the authorized representative of the JURISDICTION and may act on its behalf. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

19. ATTORNEY'S FEES AND VENUE. In the event any legal action or proceeding, including an action for declaratory relief, is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for breach of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all reasonable and necessary attorney's fees, costs, and expenses including CPSC staff time at billing rates effective at the time of litigation or arbitration, or JURISDICTION staff time, incurred by the prevailing party. Any action brought relating to this Agreement will be brought exclusively in a state court of competent jurisdiction within the County of Sacramento, State of California.

20. NOTICES. All notices, demands, requests, consents or other communications which this

Agreement contemplates or authorizes, or requires or permits either party to give to the other, must be IN WRITING and shall be personally delivered or mailed to the respective party as follows:

TO JURISDICTION:

County of Fresno
Department of Public Works and Planning, Attn: Rachel Brandon
2220 Tulare St. 6th Floor
Fresno, CA 93721

TO CPSC:

California Product Stewardship Council
Attn: Doug Kobold, Executive Director
1822 21st Street, Suite 100
Sacramento, CA 95811

- 20.1 Either party may change its address by notice to the other party as provided in this section. Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) five working days following the deposit in the United States Mail or registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of CPSC and the JURISDICTION. If requested by the JURISDICTION, CPSC shall provide evidence that the individuals signing the document are authorized to do so. As a corporation, proof of authorization may be established (pursuant to Corporation Code Section 313) if one of the corporate officers.

- a. For any other combination of signatures or corporate officers, a copy of the Board minutes, resolution, or articles of incorporation may be submitted to establish that the individuals have the authority to bind the corporation.

22. WAIVER AND SEVERABILITY. Waiver of a breach or default under this Agreement does not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement. If any term or provision of this Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue in full force and effect.

23. EXECUTION. This Agreement may be executed in several counterparts, each of which constitute one and the same instrument and are binding upon the parties when one copy

hereof has been signed by both parties. In approving this Agreement, it is not necessary to produce or account for more than one such counterpart.

24. CAPTIONS FOR REFERENCE ONLY. The captions of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CPSC

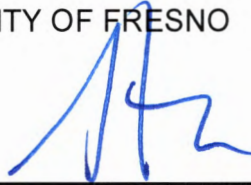


(Authorized Signature)

Doug Kobold, Executive Director

1822 21st Street, Suite 100
Sacramento, CA 95811

COUNTY OF FRESNO



Steve Brandau, Chairman
of the Board of Supervisors of
the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By 

FOR ACCOUNTING USE ONLY

Fund: 0701
Subclass: 15001
ORG No.: 9015
Account No.: 7295

EXHIBIT A

CalRecycle Grant Terms and Conditions

Household Hazardous Waste Grant Program

Fiscal Year 2020-21

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

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

AIR OR WATER POLLUTION VIOLATION

The grantee shall not be:

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

AMENDMENT

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

AMERICANS WITH DISABILITIES ACT

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

ASSIGNMENT, SUCCESSORS, AND ASSIGNS

- (a) This Agreement may not be assigned by the grantee, either in whole or in part,

- without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

AUDIT/RECORDS ACCESS

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

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

AUTHORIZED REPRESENTATIVE

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

AVAILABILITY OF FUNDS

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

BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

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

CHARTER CITIES

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

CHILD SUPPORT COMPLIANCE ACT

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

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all newemployees to the New Hire Registry maintained by the California Employment Development Department.

COMMUNICATIONS

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

COMPLIANCE

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

CONFLICT OF INTEREST

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

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

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

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

- (a) For the two-year period from the date he or she left state employment, no former

state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

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

CONTRACTORS/SUBCONTRACTORS

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

COPYRIGHTS

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

CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

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

DISCHARGE OF GRANT OBLIGATIONS

The grantee's obligations under this Agreement shall be deemed discharged only upon

acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

DISCLAIMER OF WARRANTY

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

DISCRETIONARY TERMINATION

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

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

DISPUTES

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

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

DRUG-FREE WORKPLACE CERTIFICATION

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

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.

- (3) Any available counseling, rehabilitation, and employee assistance programs.
- (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

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

EFFECTIVENESS OF AGREEMENT

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

ENTIRE AGREEMENT

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

ENVIRONMENTAL JUSTICE

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

EXPATRIATE CORPORATIONS

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

FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

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

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

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

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

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

FORCE MAJEURE

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

FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

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

GRANT MANAGER

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

GRANTEE ACCOUNTABILITY

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

GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE

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

GRANTEE'S NAME CHANGE

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

IN CASE OF EMERGENCY

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

NO JURISDICTION RELATIONSHIP CREATED/INDEPENDENT CAPACITY

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

NO WAIVER OF RIGHTS

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

NON-DISCRIMINATION CLAUSE

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.

- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

ORDER OF PRECEDENCE

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

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

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

PAYMENT

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion,

- may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
 - (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
 - (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
 - (f) Payment will be made only to the grantee.
 - (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

PERSONAL JURISDICTION

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

PERSONNEL COSTS

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

REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the

security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.

- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

REASONABLE COSTS

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

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

RECYCLED-CONTENT PAPER

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

REDUCTION OF WASTE

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

REDUCTION OF WASTE TIRES

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

REIMBURSEMENT LIMITATIONS

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

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

RELIABLE CONTRACTOR DECLARATION

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

REMEDIES

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

SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

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

SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement

be deemed to be a valid and binding agreement enforceable in accordance with its terms.

SITE ACCESS

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

STOP WORK NOTICE

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

TERMINATION FOR CAUSE

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

TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

TOLLING OF STATUTE OF LIMITATIONS

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

UNION ORGANIZING

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

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

VENUE/CHOICE OF LAW

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

the parties hereunder.

WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE

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

WORK PRODUCTS

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

WORKERS' COMPENSATION/LABOR CODE

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

EXHIBIT B – Grant Procedures and Requirements

HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM

**HD-35Cycle (Small Projects) – Fiscal Year
20-21**

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

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

MILESTONES

Date	Activity
Notice to Proceed Date	Grant Term Begins on the date the Notice to Proceed is emailed.
September 29, 2022	Progress Report #1 Due Covering activities from Notice to Proceed to September 1, 2022
October 3, 2023	Progress Report #2 Due Covering activities from September 2, 2022 to September 1, 2023
October 2, 2024	Final Report and final Payment Request Due Covering activities from Notice to Proceed to September 30, 2024
October 2, 2024	Grant Term End

GRANTS MANAGEMENT SYSTEM (GMS)

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

CalRecycle's WebPass page (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the grant

Grantees must log into GMS (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After login, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

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

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

Contact Updates

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

PRIOR TO COMMENCING WORK

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

Reliable Contractor Declaration

Prior to authorizing a contractor(s) (or subcontractor) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section

17050 of Title 14 (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) or subcontractor(s).

If a (sub) contractor is placed on the CalRecycle Unreliable Contractor List (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle's form web page (<https://www.calrecycle.ca.gov/Funding/Forms/>).

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

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

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

GRANT TERM

The Grant Term begins on the date of the Notice to Proceed email. Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. The Grant Term ends on October 2, 2024 and all eligible program costs must be incurred by this date.

The Final Report and final Payment Request are due on October 2, 2024. CalRecycle recommends reserving the period from September 1, 2024 to October 2, 2024 exclusively for the preparation of the Final Report and final

Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final Report and final Payment Request are only eligible for reimbursement during the Grant Term.**

ELIGIBLE COSTS

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed and before the end of October 2, 2024. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Note: “A cost is incurred at the time the grantee becomes liable for it. (e.g. the cost of a vehicle is incurred when the grantee becomes obligated to make payments on it, not when the actual payments are made).”

Eligible costs are limited to the following:

- HHW public education and outreach for general audiences (may include Extended Producer Responsibility (EPR) information).
- Implementation of sustainable EPR collection opportunities, to include but not limited to:
 - Promotion of an ongoing retail take-back program such as batteries or fluorescent lamps at local hardware stores, businesses, or government facilities.
 - Promotional collection events hosted at businesses or government facilities.
 - Promotional public education and outreach materials specifically for local retail take-back programs.
- Project to:
 - Determine and implement the most safe and cost effective methods for collecting propane gas cylinders and/or marine flares.
 - Implement effective education programs and identify effective incentives that reduce the disposal of household hazardous waste. The incentives must be something reusable to replace HHW being disposed (does not include monetary or [SWAG](https://www.calrecycle.ca.gov/Funding/SWAG) (<https://www.calrecycle.ca.gov/Funding/SWAG>) incentives, rechargeable batteries, propane fuel, adapters, valves, caps or other accessories for refilling propane canisters).
 - i. Incentive costs of up to 20 percent of the approved Budget are eligible. Incentives cannot exceed \$20 (including sales tax) per item and no more than one per household may be distributed.
 - ii. If refillable propane cylinders are used as incentives, they cannot be larger than one pound.
- Set-up and operation of temporary or mobile collection program for one-day or multi-day collection events. This includes promoting, handling, permitting, and disposal costs for the following, except for those materials that are currently covered by another recycling/collection program (e.g. [covered electronic waste](https://www.calrecycle.ca.gov/Electronics/RegInfo) [<https://www.calrecycle.ca.gov/Electronics/RegInfo>], cell phones, thermostat, etc.):
 - [Common HHW materials](https://www.dtsc.ca.gov/HazardousWaste/Haz_Wastes_Home.cfm) (https://www.dtsc.ca.gov/HazardousWaste/Haz_Wastes_Home.cfm) and [universal waste](#)

(<https://www.dtsc.ca.gov/HazardousWaste/UniversalWaste/>)

- Marine flares
- Propane gas cylinders up to 5 gallons
- Solar panels as a pilot project (Review Department of Transportation rules and research costs during planning stage. Grantees are required to collect and report data on type/style of panels, manufacturer, volume, and the method of disposal.)
- Set-up and operation of new or expanded curbside and/or door-to-door collection programs to allow for the collection of new and eligible HHW materials.
- Minor improvements to an existing HHW facility. (Examples include: storage bins, signage, painting, paving, shelving, etc.)
- Purchase of personal protection equipment.
- 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training.
- Indirect costs up to 10 percent of the total grant funds that have been reimbursed. For more detail on overhead/indirect costs, refer to Exhibit B - Procedures and Requirements.

Indirect Costs

Indirect costs can be claimed by the grantee. The following guidelines must be used when claiming these costs.

- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All 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 indirect cost formula. Supervision performed by managers and supervisors can be included in the 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 indirect cost.
- The grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit

trail. The grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by CalRecycle.

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

INELIGIBLE COSTS

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

- Costs incurred prior to the date of the Notice to Proceed email or after October 2, 2024.
- Any costs, such as equipment, maintenance, repairs, tools, supplies, or services not related to the approved project
- Any food or beverages (e.g., as part of meetings, workshops, or events)
- Costs currently covered by another CalRecycle loan, grant, grant cycle or contract
- Costs for planning and/or design of HHW facilities
- Ongoing costs to maintain an HHW program
- Developing or customizing school curricula
- Developing or expanding a permanent facility on non-government owned property
- Equipment or services not related to the project
- HAZWOPER 40-hour and 24-hour courses
- Honoraria, stipends, prizes, royalties, strictly promotional give-away items (SWAG) (<https://www.calrecycle.ca.gov/Funding/SWAG>), etc.
- Management, handling, disposal, or treatment of radioactive, explosives, or medical wastes, sharps, and pharmaceuticals
- 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 not related to the project
- 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 term
- Promotion of either brand-name product(s) or private businesses with grant funds
- Public education and outreach not related to the project

- Purchase or lease of land
- Remediation (any cleanup or restoration of polluted areas)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- For one pound propane or marine flare projects, ineligible incentives include: monetary or SWAG (<https://www.calrecycle.ca.gov/Funding/SWAG>) incentives, rechargeable batteries, propane canisters/tanks over one pound, propane fuel, adapters, valves, caps or other accessories used for home refilling of propane canisters.
- Handling and recycling costs for HHW collected from commercial entities
- Propane fuel
- Costs deemed unreasonable or not related to the grant project by the Grant Manager

MODIFICATIONS

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. Proposed revisions must be clearly marked on the Work Plan and/or Budget and must be accompanied by a summary of proposed changes/modifications, including the justification(s) for the proposed changes. Costs based on the proposed revisions may not be incurred until Grant Manager approval. If approved, the grant manager will upload the final revised Work Plan and/or Budget to GMS. Proposed revisions may be submitted in conjunction with a Progress Report but cannot be submitted as part of the Progress Report. The approval document(s) should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

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 news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

Publicity and Education

The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00

- Advertisements
- Audio and/or visual material
- Brochures
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. "Funded by a grant from CalRecycle." Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
 - o There are two acceptable Spanish translations: "Financiado por una beca del CalRecycle" or "Patrocinado por fondos del CalRecycle." For other languages, the grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre- approved in writing by the CalRecycle Grant Manager.
2. CalRecycle logo (<https://www.calrecycle.ca.gov/gallery/>) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at opa@calrecycle.ca.gov.
3. A list of HHW collection sites within the targeted community with a local telephone number or website to obtain further information on local collection centers. (Use the 1-800-CLEANUP number or Earth911 website (<http://search.earth911.com/>) if your jurisdiction does not maintain its own 24-hour hotline.)
4. Press Releases – the only requirement is to place the name of "CalRecycle" as an acknowledgement in the body of the release.

Graphics

HHW-related graphics

(<https://www.calrecycle.ca.gov/UsedOil/Graphics/HHWArt/>) are available for use. For large equipment, a CalRecycle bumper sticker (<http://www.calrecycle.ca.gov/UsedOil/Graphics/#Bumper>) "Equipment funded by a grant from CalRecycle" is available and is required to be affixed to all large pieces of equipment purchased with grant funds. These can be requested from your grant manager when available. When submitting the Final Report, a photograph of this equipment should include the affixed sticker.

Retention of Public Education

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

REPORTING REQUIREMENTS

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

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

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

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

PROGRESS REPORTS

The grantee must submit two Progress Reports that include the Grant Number, Grantee's Name, and Grant Term.

- **Progress Report #1** is due on **September 29, 2022** (covering grant activities from the Notice to Proceed through September 1, 2022).
- **Progress Report #2** is due on **October 3, 2023** (covering grant

activities from September 2, 2022 through September 1, 2023).

FINAL REPORT

The Final Report is due October 2, 2024. This report should cover grant activities **from the Notice to Proceed** through October 2, 2024. The following items must be included:

- The Grant Number, Grantee's name, and Grant Term.
- The following disclaimer statement on the coverpage:

"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."

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Reimbursement may be requested only three times during the Grant Term. In conjunction with (or after) submission of a Progress Report and in conjunction with the Final Report.
3. The grantee must submit the required Progress Reports/Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
5. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Report, have been satisfied.
7. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.
8. The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (<http://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Reliable Contractor Declaration" provision of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager

prior to commencement of work. See "Reliable Contractor Declaration" provision in Terms and Conditions (Exhibit A) for more information.

PAYMENT REQUEST AND DOCUMENTATION

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

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

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
 - When the transaction is complete, click the **Save** button.
 - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
 - Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

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

Supporting Documentation

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

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

B. Cost and Payment Documentation

Acceptable cost and payment documentation must include at least one of each of the following.

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

C. Expenditure Itemization Summary (EIS) (CalRecycle 667)

Each EIS must be accompanied by supporting documentation for each line item expense. All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the Grantee's approved Budget and Work Plan.

- D. Personnel Expenditure Summary** (CalRecycle 165 or grantee's version), when applicable. Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your Grant Manager).

- E. Travel Expense Log Form** (CalRecycle 246 or grantee's version), when applicable. Document costs related to travel and include supporting documentation.

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

AUDIT CONSIDERATIONS

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date,

whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

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

EXHIBIT C – Scope of Work

Total requested budget

CPSC Personnel and Contractors	\$48,363
Travel Expenses	\$2,370
Media & Printing	\$5,950
Cylinder Purchases	\$11,200
Collection Cages	\$1,830
Disposal	\$3,200
Minor Repairs	\$5,000
TOTAL:	\$77,913

This HD 35 application proposes that the project collect local data on awareness and use of reusable cylinders via a survey or interviews with local residents and by asking local retailers for sales data of reusable cylinders and single use cylinders. The project will include the recruitment and promotion of locations to sell and/or refill the reusable 1 lb cylinders. We will recruit retailers to sell, refill, and/or exchange reusable cylinders beyond the timeframe of the grant project. Additionally, this project will include the recruitment of local collection sites for batteries and fluorescent bulbs. Further, we will provide mobile collections for hazardous waste. Lastly, the project will include a robust education campaign for reusable cylinders, disposal of single use cylinders, disposal of batteries, and disposal of fluorescent bulbs. CPSC will conduct the following Scope of Work for a not-to-exceed amount of **\$77,913**.

- A. Recruit Retailers - Attempt to recruit retailers located in the JURISDICTION to legally sell, refill, and/or exchange 1 lb propane cylinders.
- B. Public Education Campaign - Promote any local retailers that sell, exchange, or refill 1 lb propane cylinders. Promote the proper disposal of batteries and fluorescent bulbs and the collection sites within the JURISDICTION. Promote any events where 1 lb propane cylinders are collected and/or exchanged. Distribute coupons for 1 lb propane cylinders to residents. Conduct outreach using a variety of tools which may include, but not be limited to the web, social media, print, TV, radio, billboards, bus and truck signs, and other media. As much as is feasible, customize existing campaign materials for the JURISDICTION.
- C. Seasonal Collection/Exchanges – Conduct collection/exchange events during which 1 lb propane cylinders or coupons to purchase them are given to participants and if feasible, 1 lb propane cylinders are collected for recycling.

Work with the JURISDICTION staff to determine when and where to hold these events.

D. Collect and Submit Data and Reports -

Establish baseline data for the number of retail locations selling, refilling, and/or exchanging 1 lb propane cylinders, retail locations selling 1 lb propane cylinders, and the number of 1 lb propane cylinders coming into the HHW facility. We will also gather baseline and collection data for batteries and fluorescent bulbs.

Next, collect and interpret data which shall include:

1. Number of 1 lb propane cylinders collected per event per reporting period.
2. Number of batteries collected (based on data available; i.e. boxes collected and returned for recycling) per grant period.
3. Number of fluorescent bulbs collected (based on data available; i.e. bulbs collected and returned for recycling) per grant period.
4. Number of retailers recruited to sell, refill, and/or exchange 1 lb propane cylinders and sell 1 lb propane cylinders.
5. Qualitative analysis of sales of 1 lb propane cylinders.
6. Number of coupons given out and used and number of 1 lb propane cylinders and 1 lb propane cylinders given out at events.
7. Number of people reached via events and media promotions.

Prepare two Progress Reports and a Final Report, which includes a comparison of the baseline measurement vs. measurements at the end of the grant period. Provide supporting documents for the JURISDICTION to submit with payment requests to CalRecycle including invoices and supporting documentation for each line item expense including invoices, receipts, and purchase orders.

EXHIBIT D - Fee Schedule

Employee Wages	<u>Hourly</u>
Executive Director	\$270
Assistant Director	\$239
Special Projects Manager	\$151
Project Manager	\$152
Senior Associate	\$109
Associate	\$95
Project Coordinator	\$112
Intern	\$58