

STATE OF CALIFORNIA - CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 7/18)

GRANT NUMBER TDP19-19-0019	
NAME OF GRANT PROGRAM 2019-20 Tire Derived Product Grants	
GRANTEE NAME Fresno County	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT NOT TO EXCEED \$72,048.00
TERM OF GRANT AGREEMENT FROM: August 01, 2019	TO: April 01, 2022

The Department of Resources Recycling and Recovery (CalRecycle) and Fresno County (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) Fresno County	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Eric Butley Mueller</i>	
TITLE Deputy Director, CalRecycle	DATE	TITLE Chairman, Board of Supervisors	DATE 1/21/20
		PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Public Works & Planning 2220 Tulare Avenue, Sixth Floor Fresno, CA 93721	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$72,048.00	FISCAL YEAR / PROGRAM 2019-20 Tire Derived Product Grants		FUND TITLE TIRE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	CHAPTER 23	STATUTE YEAR 2019	Fiscal Year 2019-20
	CRG CODE 3970	REFERENCE 0011	FUND CODE 0226
			ENACTMENT YEAR 2019
TOTAL AMOUNT ENCUMBERED TO DATE \$72,048.00	INDEX 7830	PCA G3310	OBJECT 418
FISCAL Comparable Expenditure Information			
	REPORTING STRUCTURE 39707830	PROGRAM (PSM-SUB-TSIC) 3700000229	ACCOUNT 5340580
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			DATE
SIGNATURE OF CALRECYCLE BUDGET OFFICE <i>Debra Fey</i>			DATE 8-24-19

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By *Debra Fey*
Deputy

EXHIBIT A TERMS AND CONDITIONS

Tire-Derived Product Grant Program Fiscal Year 2019–20

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

AIR OR WATER POLLUTION VIOLATION

The grantee shall not be:

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

AMENDMENT

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

AMERICANS WITH DISABILITIES ACT

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

ASSIGNMENT, SUCCESSORS, AND ASSIGNS

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

AUDIT/RECORDS ACCESS

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

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

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

AUTHORIZED REPRESENTATIVE

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

AVAILABILITY OF FUNDS

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

BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

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

CHARTER CITIES

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

CHILD SUPPORT COMPLIANCE ACT

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

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

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

COMMUNICATIONS

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

COMPLIANCE

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

CONFLICT OF INTEREST

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

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

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

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

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

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

CONTRACTORS/SUBCONTRACTORS

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

COPYRIGHTS

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

CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

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

DISCHARGE OF GRANT OBLIGATIONS

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

DISCLAIMER OF WARRANTY

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

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

DISCRETIONARY TERMINATION

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

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

DISPUTES

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

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

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

EFFECTIVENESS OF AGREEMENT

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

ENTIRE AGREEMENT

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

ENVIRONMENTAL JUSTICE

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

EXPATRIATE CORPORATIONS

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

FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

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

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

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

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

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

FORCE MAJEURE

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

FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

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

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

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

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

GRANT MANAGER

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

GRANTEE ACCOUNTABILITY

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

GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE

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

GRANTEE'S NAME CHANGE

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

IN CASE OF EMERGENCY

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

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY

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

NO WAIVER OF RIGHTS

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

NON-DISCRIMINATION CLAUSE

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

ORDER OF PRECEDENCE

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

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

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

PAYMENT

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

PERSONAL JURISDICTION

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

PERSONNEL COSTS

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

REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

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

REASONABLE COSTS

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

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

RECYCLED-CONTENT PAPER

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

REDUCTION OF WASTE

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

REDUCTION OF WASTE TIRES

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

REIMBURSEMENT LIMITATIONS

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

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

RELIABLE CONTRACTOR DECLARATION

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

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

REMEDIES

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

SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

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

SEVERABILITY

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

SITE ACCESS

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

STOP WORK NOTICE

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

TERMINATION FOR CAUSE

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

TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

TOLLING OF STATUTE OF LIMITATIONS

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

UNION ORGANIZING

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

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

VENUE/CHOICE OF LAW

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

WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE

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

WORK PRODUCTS

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

WORKERS' COMPENSATION/LABOR CODE

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

**EXHIBIT B
PROCEDURES AND REQUIREMENTS**

**TIRE-DERIVED PRODUCT GRANT PROGRAM
19th Cycle – Fiscal Year 2019–20**

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

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INTRODUCTION

The Department of Resources Recycling and Recovery (CalRecycle) administers the Tire-Derived Product 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, and 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.
April 1, 2021	Progress Report Due
April 1, 2022	Final Report and final Payment Request Due
April 1, 2022	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/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the grant

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

Photo Requirement

Prior to commencing work or incurring costs, the grantee is required to submit at least one pre-construction digital photograph of the project site.

Tire-Derived Product Update Requirement

Prior to commencing work or incurring costs, the Grant Manager must approve in writing any proposed changes of the product manufacturer, supplier/vendor, and/or (sub) contractor from the one identified in the grantee's Grant Application. If approved, the grantee must submit a new, updated and complete Tire-Derived Product Certification Form (CalRecycle 227).

To obtain a form, visit the [CalRecycle Grant Forms webpage](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The Tire-Derived Product Certification Form (CalRecycle 227) must be uploaded in GMS. To upload the Form:

1. In the **Documents** tab, go to the **Other Grant Documents** section.
2. Click on the **Upload a Document** button.
3. Type a title, i.e. Modification Tire-Derived Product Certification Form, then click the **Browse** button to search and upload the document.
4. Click the **Save** button.

PROJECT REQUIREMENTS

- Products must be installed at the location(s) specified in the approved Grant Application.
- Project(s) must be completed by April 1, 2022, to ensure full reimbursement.
- Project(s) must be made from only California-generated waste tires.
- The waste tire material must be processed in California and the final product must be manufactured in California.
- End-of-life (EOL) material (primarily crumb rubber or rubber nuggets/mulch that have served their initial purpose) may be reused or recycled into a variety of eligible products. The source of the EOL material (e.g., the playground, landscaping or turf field infill) must be located in California. Any necessary further processing of end-of-life material and any further manufacturing must take place in California.
- Applications must use a minimum of 2,500 California-generated waste tires. Multiple products/projects may be combined to achieve this minimum.
- Project(s) must not have previously received CalRecycle grant funds.

GRANT TERM

The Grant Term begins on the date of the Notice to Proceed (NTP) email. The Grant Term ends on April 1, 2022. This is also the date the Final Report and final Payment Request are due to CalRecycle.

Grant-eligible program expenditures may start no earlier than the date indicated in the NTP. Eligible program costs must be incurred no later than April 1, 2022.

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 the Grant Term. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- Actual cost of the California-generated TDP, tax, and shipping up to a total maximum of five dollars (\$5) per passenger tire equivalent (PTE) not to exceed the grant award.
- This cost is exclusive of truck tire buffings.

- The waste tires must have been processed and manufactured into a final product in California or in the case of EOL material, the source of the material is located in California.

These costs must be incurred and paid for during the Grant Term which begins on the date of the NTP from CalRecycle and ends on April 1, 2022.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to the Tire-Derived Product Grant 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:

- Any costs incurred prior to the date of the Notice to Proceed email or after April 1, 2022.
- Materials that are not made from only California-generated waste tires, not processed in California, or that were not made into a final product in California.
- EOL product(s) where the source of the EOL material (e.g., the playground or turf field infill) is not located in California.
- Any cost other than the actual cost of the tire-derived product, tax, shipping up to a maximum of five dollars (\$5) per PTE.
- Truck tire buffings.
- Costs that exceed the cap of \$5 per PTE.
- Equipment, installation, signage, playground inspection and labor costs.
- Any costs the Grant Manager deems unreasonable or unrelated to the purpose of the grant.

MODIFICATIONS

Any proposed revision(s) to the approved project must be submitted in writing and pre-approved in writing by the Grant Manager prior to the grantee performing any changes or incurring any related costs. Proposed revisions must be clearly marked on the Work Plan 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 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). The request must be uploaded in GMS and must include:

1. The reason for the change or modification, a summary of the new project and location information for each project site.
2. The new Work Plan and cost changes, if applicable (identify the modification or by number, e.g., Modification #1).
3. A new, updated and complete Tire-Derived Product Certification form (CalRecycle 227).

To upload a Project Modification Request in GMS:

1. In the **Documents** tab, go to the **Other Grant Documents** section.
2. Click on the **Upload a Document** button.

3. Type a title, i.e., Project Modification #1 Request, then click the **Browse** button to search and upload the document.
4. Click the **Save** button.

Playground* Compliance

Projects involving playgrounds are subject to various local, state and federal requirements. It is the grantee's responsibility to comply with all requirements. The following information identifies some of the state and federal requirements associated with playground construction and modifications.

For information regarding playground safety and standards, please go to the [California Park & Recreation Society](http://www.cprs.org/p/cm/ld/&fid=207) (<http://www.cprs.org/p/cm/ld/&fid=207>). In addition to other requirements, California law requires that a Playground Inspector, certified by the National Playground Safety Institute (NPSI), conduct an inspection for compliance with standards set forth by the American Society for Testing and Materials (ASTM) and the playground-related guidelines set forth by the United States Consumer Product Safety Commission (CPSC).

The Department of Justice promulgated new Americans with Disabilities Act (ADA) standards for playground surfacing, specifically, § 1008.2.6 provides requirements for access routes, clear floor or ground spaces and turning requirements. The section incorporates the ASTM standards, specifically, ASTM F 1292 - 09 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment, and ASTM F 1951 for compliance with inspection and maintenance activities. For information related to the 2010 ADA Standards, please go to [2010 ADA Standards for Accessible Design](http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm) (<http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>).

Submittal of the final Payment Request constitutes certification by the grantee that all local, state and federal playground requirements have been met including, but not limited to, certification by a NPSI certified Playground Inspector. Submittal of compliance documents is not required. Expenses associated with inspections and certifications are not reimbursable under the Grant.

*Playground is defined as an improved outdoor area designed, equipped, and set aside for children's play that is not intended for use as an athletic playing field or athletic court, and shall include any playground equipment, fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Special Considerations for Poured-in-Place Playgrounds

Grantees should be aware that crumb rubber along with truck tire buffings, binder, and colorant may be used in the finished product but **only** the crumb rubber portion is eligible for reimbursement. Grantees should confirm with the Product Provider the amount of crumb rubber eligible for reimbursement and ensure that it meets the 2,500 passenger tire equivalent before securing any business arrangement. It is the grantee's responsibility to comply with all grant requirements.

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.

Expenses associated with these requirements are not reimbursable under the Grant.

The grantee must install a permanent sign at the Project site upon completion of the Project, no later than April 1, 2022. A high resolution file for production purposes, along with examples, are located at the [Tire Resources web site](https://www.calrecycle.ca.gov/tires/grants/resources/#Signage) (<https://www.calrecycle.ca.gov/tires/grants/resources/#Signage>). The sign must include the following:

1. "Funded by a Grant from the Department of Resources Recycling and Recovery (CalRecycle)";
2. CalRecycle logo¹, and
3. Number of CA waste tires diverted² from the waste stream.

¹CalRecycle Logos are available in the [Image Gallery web site](https://www.calrecycle.ca.gov/Gallery) (<https://www.calrecycle.ca.gov/Gallery>); or contact your Grant Manager.

²To determine the number of tires diverted, refer to the Tire-Derived Product Certification Form (CalRecycle 227) for the calculation formula.

When the permanent sign is problematic due to grantee-specific issues, the grantee may list on their website, for a minimum period of one year, an acknowledgement of CalRecycle's funding and the waste tire diversion amounts for the project(s). The alternative acknowledgement must be pre-approved by the Grant Manager and include the three required components listed above.

REPORTING REQUIREMENTS

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

A Progress Report template will be available in GMS prior to the Progress Report Due Date. The completed Progress Report must be uploaded in GMS. *See the Reporting Requirements section for specific instructions.*

The grantee must submit a **Progress Report** by **April 1, 2021**. This report should cover grant activities that occurred from the NTP date through **April 1, 2021**. The Progress must address the work completed during the Reporting Period and be accompanied by all required supporting documentation, including pre-construction photographs.

The Progress Report must be submitted even if no work has started on the Project.

FINAL REPORT

A Final Report template will be available in GMS prior to the Final Report Due Date. The grantee may upload the completed **Final Report** in GMS any time after the Project is completed, but no later than **April 1, 2022**. The Final Report must address the work completed during the entire grant term (from the date of the NTP to April 1, 2022, or completion of Project, whichever is sooner). The Final Report must be accompanied by the Final Payment Request and all required supporting documentation. *See the Reporting Requirements section for specific instructions.*

The following items must be included:

1. The Grant Number, Grantee's name and Grant Term. The following disclaimer statement on the cover page:
"The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
2. Dates of Report Coverage: Indicate the date the work started on the project(s) and the date the project(s) ended.

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a **reimbursement basis only** and for only those materials specified in the approved grant application.

2. With the exception of Playground Projects, reimbursement may be requested only twice during the grant term. In conjunction with (or after) submission of the Progress Report and in conjunction with the Final Report.
3. Playground Projects may request reimbursement only with submittal of the Final Report. Submittal of the Final Report Request constitutes certification by the grantee that all local, state, and federal playground requirements have been met including, but not limited to, certification by NPSI certified Playground Inspector. Submittal of compliance documents is not required.
4. The grantee must submit the required Progress Report/Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
5. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section for completed project(s) only.
6. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all product manufacturers, suppliers/vendors, contractors and subcontractors for services and/or materials purchased.
7. 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.
8. 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.
9. If the grantee uses a contractor or subcontractor, the grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/docs/cr/funding/forms/general/calrecycle168.pdf) (<https://www.calrecycle.ca.gov/docs/cr/funding/forms/general/calrecycle168.pdf>) 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 the following:

- a) Invoices, receipts, or purchase orders containing the product manufacturer, supplier/vendor, and/or contractor name, phone number, address, purchase amount, date and description of goods/services.
- 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. An updated, final Tire-Derived Product Certification form (CalRecycle 227) completed by the product manufacturer, supplier/vendor and/or contractor.
- D. Acceptable documentation, verifying that the TDP was made from only California-generated waste tires and that the tires were processed and manufactured into a final product in California. Documentation must verify the flow of the California-generated waste tire material from the California processor to the final product manufacturer (if different) to the supplier/vendor or contractor (if different) to the

grantee and include a Certificate of Origin (completed by the processor) or Bill(s) of Lading.

Note: To ensure grant payment, it is recommended that the grantee obtain this documentation from its supplier/vendor/ or contractor prior to payment of supplier/vendor/ or contractor, as applicable.

- E. Post-construction, no less than five digital color photographs of the Project site(s) showing the completed Project with signage.

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.

ANNUAL SURVEY

Post-grant term Annual Surveys are required by this Agreement to help assess your long-term satisfaction with the TDP funded by this Grant. The grantee must complete and submit an Annual Survey for the TDP Grant Program every year for five (5) years after the grant closes.

You will be notified via email once the annual online survey is available. The annual online survey may be accessed online at: [Tire-Derived Product Grant Program](https://www.calrecycle.ca.gov/Tires/Grants/Product/default.htm) (<https://www.calrecycle.ca.gov/Tires/Grants/Product/default.htm>).

Note: The link to the survey is only active during the survey period.



Application

Generated By: Noel Davis

Application Information**Applicant:** Fresno County**Cycle Name:** Tire Derived Product Grants**Cycle Code:** TDP19**Grant ID:** 22817**Application Due Date:** 5/14/2019**Secondary Due Date:** 6/13/2019**Grant Funds Requested:** \$119,403.00**Matching Funds:** \$0.00 (if applicable)**Awarded Funds:** \$72,048.00

Project Summary: The County of Fresno is relocating its Household Hazardous Waste Facility from the American Avenue Landfill to a new site at 310 South West Avenue in the city of Fresno. It will also have a Conference and Education Center on site to assist in community outreach and education. The County would like to include as many environmentally friendly (green) construction and landscaping elements as possible and use these as examples for local residents and businesses on green practices.

As part of our plans to accomplish these goals, we will be landscaping with California native and drought tolerant plants, using fabric cloth underlayment beneath tire-derived rubber nuggets as a permeable, water-conserving mulch, and water-conserving irrigation. Permeable tire-derived product will also be used for sidewalks, pathways and tree wells to better manage storm water drainage and provide comfort underfoot. Ground Rubber Wheel Stops will be used in all parking spaces.

The County seeks the Tire-Derived Product Grant funds to help offset some of the higher costs of using these materials instead of traditional mulch and concrete or asphalt while encouraging environmentally conscious construction and landscaping practices.

Collectively, all projects propose to use 196,200 lbs. of rubber mulch, yielding 16,350 passenger tires from the landfill.

Applicant/Participant**Name:** Fresno County**Lead:** X**Federal Tax ID:** 94-6000512**Jurisdiction:** Fresno-Unincorporated**County:** Fresno**Contacts**

		Prime	Second	Auth	Cnslt
Rachel Brandon	Title: Staff Analyst	X			
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Budget

Category Name	Amount
Materials	\$72,048.00

Site Information**Environmental Compliance Center**

310 South West Street
Fresno, CA 93706

Site Type: Recreation
County: Fresno
Budget Amount: 72048.0000

Documents	Document Title	Received Date
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Required

Application Certification	Application Certification	5/17/2019
Tire-Derived Certification	TDP Certification - Rubber Nuggets/Wheel Stops	5/14/2019
Tire-Derived Certification	TDP Certification - Sidewalks and Tree Wells	5/14/2019
Tire-Derived Certification	Revised Grant Form County of Fresno 001	5/22/2019
Tire-Derived Certification	Fresno DPW 227 Revised	5/22/2019
Work Plan	Proposed Work Plan	5/14/2019

Required By Secondary Due Date

Resolution/Letter of Commitment	Letter of Commitment	5/22/2019
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Other Supporting Document(s)

Draft Resolution
EPPP Notification
Letter of Commitment
Letter of Designation

Resolution

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

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

EPPP

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

X Yes, our entire organization has an existing EPPP Policy. (Must answer Yes to be eligible).