

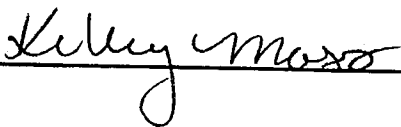
GRANT NUMBER EA24 -13-0017	
NAME OF GRANT PROGRAM 2013/14 Local Enforcement Agency Grants	
GRANTEE NAME Tulare County	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED \$24,375.00
TERM OF GRANT AGREEMENT FROM: July 1, 2013	TO: October 28, 2014

The Department of Resources Recycling and Recovery (CalRecycle) and Tulare 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) Tulare County	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Deputy Director, CalRecycle	DATE	TITLE	DATE
GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)			
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$24,375.00	PROGRAM/CATEGORY (CODE AND TITLE) 2013/14 Local Enforcement Agency Grants		FUND TITLE IWMA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$24,375.00	ITEM 3970-101-0387	CHAPTER 20	STATUTE 2013
	FISCAL YEAR 2013/14		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 7820-G6001-702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CALRECYCLE ACCOUNTING OFFICER: 		DATE 7/11/13	

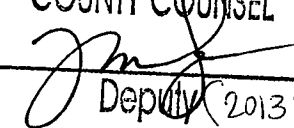
STATE OF CALIFORNIA
GRANT PAYMENT REQUEST
 CalRecycle 87 (Rev. 09/12)

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

Complete the information requested.

1. GRANTEE NAME (AS APPEARS ON GRANT AGREEMENT) Tulare County		2. GRANT NUMBER (ASSIGNED BY CALRECYCLE) EA24-13-0017	
3. GRANTEE INVOICE NUMBER (OPTIONAL)	4. PAYMENT REQUEST NUMBER 1	5. EXPENDITURE PERIOD	
6. TYPE OF PAYMENT REQUEST <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final		7. AMOUNT REQUESTED \$24,375.00	
8. Send warrant to:			
GRANTEE NAME (e.g., ORGANIZATION/BUSINESS NAME) Tulare County			
CONTACT NAME Ken Bowers, Supervising REHS, Environmental Health			
ADDRESS 5957 S. Mooney Blvd.			
CITY Visalia		STATE CA	ZIP CODE 93277
9. I certify, under penalty of perjury under the laws of the State of California, that the above information is true and correct and that all costs for which reimbursement is requested herein were incurred in accordance with the above referenced Department of Resources Recycling and Recovery Grant Agreement.			
Signature of Signature Authority / Authorized Designee <i>(as authorized in Resolution, Letter of Commitment, or Letter of Designation)</i>		Date	
Pete Vander Poel III		Chairman, Tulare County Board of Supervisors	
<i>Print Name</i>		<i>Title</i>	
CalRecycle Staff Use Only			
10. REQUESTED AMOUNT		\$24,375.00	
11. ADDITIONS OR DEDUCTIONS		\$	
12. SUBTOTAL		\$	
13. LESS WITHHOLD (IF APPLICABLE AND AUTHORIZED IN GRANT AGREEMENT)		\$2,437.50	
14. APPROVED AMOUNT FOR PAYMENT		\$21,937.50	
15. COMMENTS		16. DATE RECEIVED	
Approval Signature of CalRecycle Grant Manager		Print Name	Date Approved
Approval Signature of CalRecycle Program Manager		Print Name	Date Approved

See instructions on reverse side

APPROVED AS TO FORM:
 COUNTY COUNSEL
 By 
 Deputy (20131313)

GRANT PAYMENT REQUEST

CalRecycle 87 (Rev. 09/12)

Information and instructions for completing the form

SECTION	TITLE	DESCRIPTION
1.	GRANTEE NAME (AS APPEARS ON THE GRANT AGREEMENT)	Organization or business name as it appears on the grant agreement
2.	GRANT NUMBER (ASSIGNED BY CALRECYCLE)	Grant number assigned by CalRecycle as it appears on the grant agreement
3.	GRANTEE INVOICE NUMBER (OPTIONAL)	Number assigned to the payment request form by the Grantee
4.	PAYMENT REQUEST NUMBER	Start with 1 for the first payment request and number all subsequent payment requests consecutively
5.	EXPENDITURE PERIOD	For the costs requested for reimbursement in this Grant Payment Request, insert the first and last dates of the period these costs were incurred.
6.	TYPE OF PAYMENT REQUEST	Reimbursement— the typical payment request is paid on a reimbursement basis Advance—available only upon prior approval of grant manager Final— final grant payment request for the project
7.	AMOUNT REQUESTED	Amount being requested for payment
8.	SEND WARRANT TO	Grantee's name, contact name, address, city, state, and zip code as it appears on grant agreement
9.	CERTIFICATION	Print or type name and title of person authorized in the Resolution, Letter of Commitment, or Letter of Designation included with the Grantee's application Authorized person signs and dates
CalRecycle Staff Use Only		
10.	REQUESTED AMOUNT	Amount requested by the Grantee
11.	ADDITIONS OR DEDUCTIONS	Additions or deductions to the requested amount determined by the CalRecycle Grant Manager (e.g., at the end of the grant, the CalRecycle Grant Manager releases the amount withheld).
12.	SUBTOTAL	Amount subject to the withhold and calculated by the CalRecycle Grant Manager
13.	LESS WITHHOLD, (IF APPLICABLE AND AUTHORIZED IN GRANT AGREEMENT)	Withhold amount authorized in the grant agreement and calculated by the CalRecycle Grant Manager
14.	APPROVED AMOUNT FOR PAYMENT	Amount approved for payment by the CalRecycle Grant Manager
15.	COMMENTS	Comments about additions, deductions or general comments related to this payment request
16.	DATE RECEIVED	Date payment request was received by CalRecycle

Send grant payment request to:

Department of Resources Recycling and Recovery
 Attention: Linda McElroy, Grant Manager
 1001 "I" Street
 P.O. Box 4025
 Sacramento, CA 95812-4025

**EXHIBIT A
TERMS AND CONDITIONS**

**Local Enforcement Agency Grant Program
Fiscal Year 2013/14**

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

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

**1.
ACKNOWLEDGEMENTS**

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

**2. ADVERTISING/
PUBLIC EDUCATION**

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

**3. AIR OR WATER
POLLUTION VIOLATION**

Under the State laws, the Grantee shall not be:

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

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on

any of the parties.

5. AMERICANS WITH DISABILITIES ACT

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

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

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

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

8. AUTHORIZED REPRESENTATIVE

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

9. AVAILABILITY OF FUNDS

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

10. BANKRUPTCY/ DECLARATION OF FISCAL EMERGENCY NOTIFICATION

If the Grantee files for protection under Chapter 9 of the U.S Bankruptcy Code or declares a fiscal emergency at any time during the Grant Performance Period, the Grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

11. CHILD SUPPORT COMPLIANCE ACT

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

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws
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relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

13. COMPLIANCE

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

**14. CONDITION
SUBSEQUENT**

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

**15. CONFLICT OF
INTEREST**

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

Current State Employees (Public Contracts Code (PCC) § 10410):

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

Former State Employees (PCC § 10411):

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

If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420).

**16. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the Grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

**17. COPYRIGHTS AND
TRADEMARKS**

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

18. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA

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

19. DISCLAIMER OF WARRANTY

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

20. DISCRETIONARY TERMINATION

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

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

21. DISPUTES

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

22. DRUG-FREE WORKPLACE CERTIFICATION

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
 - b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the
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Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.

- c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
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23. EFFECTIVENESS OF AGREEMENT

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

24. ENTIRE AGREEMENT

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

25. ENVIRONMENTAL JUSTICE

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

26. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

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

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

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

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

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

27. 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.

28. 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 ten percent (10%) withhold, and/or to repay to CalRecycle any funds improperly expended.

29. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

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

30. GRANT MANAGER'S AUTHORITY

The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

31. 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.

32. 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.

33. 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.

34. 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.

**35. 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.

**36. NO WAIVER OF
RIGHTS**

The 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.

**37. NON-
DISCRIMINATION
CLAUSE**

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

**38. ORDER OF
PRECEDENCE**

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

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements/Project Summary
- d. Grant Application Package
- e. Work Plan/Implementation Schedule and Budget, if applicable
- f. Grantee's Application

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

39. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

40. PAYMENT

- a. Upon execution of this Agreement by both parties, CalRecycle may advance grant funds to Grantee provided that Grantee, in the discretion of CalRecycle Grant Manager, qualifies for such advance payment and has satisfactorily complied with the applicable requirements contained in this Grant Agreement Package. The CalRecycle may elect not to advance payment if Grantee has not satisfactorily complied with the applicable terms and conditions of previous grants and/or does not meet other threshold requirements identified in the Procedures and Requirements (Exhibit B).
- b. All expenditures must be directly related to the tasks identified in the Procedures and Requirements (Exhibit B).
- c. Upon receipt of grant funds, the Grantee shall deposit and maintain until expended all grant funds in an interest bearing account in a federally insured financial institution. All interest accrued and received from this account must be used for eligible expenses related to the performance of this Agreement. Interest funds must be accounted for in all grant reports. All unused interest funds must be returned to CalRecycle at the end of the grant term.
- d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed.
- e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until this Agreement has been executed by both parties.

41. 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).

42. 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 shall execute all documents required to provide CalRecycle with a purchase money 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 purchase money 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 purchase money 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. The 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.
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43. RECYCLED-CONTENT PAPER

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer fiber. Specific pages containing photographs or other ink-intensive graphics may be printed on photographic paper.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. TERMINATION FOR CAUSE

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

51. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

52. 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.

53. UNION ORGANIZING

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

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

54. UNRELIABLE LIST

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to CalRecycle a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5. If a contractor is placed on CalRecycle Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

55. 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.
-

56. 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.

57. WORK PRODUCTS

The Grantee must provide CalRecycle with copies of all printed materials and photographs of all other final products paid for with Grant funds. Physical copies of the final product shall be provided upon request of the Grant Manager.

58. WORKERS' COMPENSATION/LABOR CODE

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

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Department of Resources Recycling and Recovery (CalRecycle)
Local Enforcement Agency Grant Program
Fiscal Year 2013/14 – 24th Cycle

INTRODUCTION

Public Resources Code Section 43230 mandates the administration of grants by the Department of Resources Recycling and Recovery (CalRecycle) to local enforcement agencies to carry out their solid waste facilities permit and inspection programs. These Procedures and Requirements, which are incorporated by reference into the Grant Agreement as Exhibit B, include but are not limited to, the instructions for obtaining payment of the grant, the reporting requirements, and the fiscal control procedures to be followed in implementing the Local Enforcement Agency (LEA) Grant Program (Program). These Procedures and Requirements and the accompanying Terms and Conditions (Exhibit A), Approved FY 2013/14 Application and any approved amendments (Exhibit C) and FY 2013/14 Application Guidelines and Instructions (Exhibit D) shall remain in effect for purposes of implementing the LEA Grants during any interim period between the end of the EA 24 LEA Grant Cycle on June 30, 2014, and the execution of a new Grant Agreement governing the EA 25 LEA Grant Cycle for Fiscal Year (FY) 2014/15.

**RELIABLE
CONTRACTOR
DECLARATION**

Prior to authorizing a contractor(s) to commence work under this Program, the Grantee shall submit to the Grant Manager a Reliable Contractor Declaration form (CalRecycle 168) from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in the California Code of Regulations, Title 14, Section 17050 has occurred with respect to the contractor(s) and the subcontractor(s), respectively.

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

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

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

If a (sub) contractor is placed on the CalRecycle Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

GRANT TERM

The Grant Term begins on July 1, 2013, and ends on October 28, 2014. The Grant Term begins on the first day of the Grant Performance Period and ends on the last day of the Report Preparation Period, thus encompassing the entire grant cycle.

The Grant Performance Period begins on July 1, 2013, and ends on June 30, 2014. All eligible Program costs must be incurred no later than June 30, 2014. Program costs incurred after June 30, 2014, are ineligible for reimbursement.

The period between July 1, 2014, and October 28, 2014, is referred to as the Report Preparation Period. **Costs incurred to prepare the Final Report and Final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.** The Final Report and Final Payment Request are due to CalRecycle no later than October 28, 2014.

Grant Term	Grant Performance Period	Report Preparation Period
July 1, 2013 - October 28, 2014	July 1, 2013 - June 30, 2014	July 1, 2014 - October 28, 2014

ELIGIBLE COSTS

Eligible program costs may be incurred only during the Grant Performance Period which begins July 1, 2013, and ends on June 30, 2014. All costs must be directly related to the implementation of the solid waste facilities permit and inspection programs as set forth in the approved projected budget report. Costs must be reasonable and cost-effective.

Eligible costs include, but are not limited to:

- Consulting services;
- Education;
- Purchase of equipment or materials.
- Staffing;
- Training; and
- Travel within the State.

Travel and per diem reimbursement is limited to a maximum of the State rate as described in the *California State Administrative Manual*. Please consult the Grant Manager for guidance. Personnel expenditures must be computed on the actual time spent on grant-related activities. For calculating total personnel expenses for each employee, the expenditures should be broken out by the classification(s) of the employee(s), the hourly wage, fringe benefits rate, and number of hours worked on grant-related activities. These records must be available for audit purposes.

INELIGIBLE COSTS

Any costs not directly related to the implementation of the facilities permit and inspection programs as set forth in the approved budget are ineligible. Ineligible costs include, but are not limited to, the following:

- Any costs that are not consistent with local, state, and federal statutes, ordinances and/or regulations;
- Any food or beverages (supplied as part of meetings, workshops, training, or events);
- Any personnel costs incurred as a result of time an employee assigned to the solid waste program does not actually work on the solid waste program (e.g. use of accrued vacation, sick leave, etc.);
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Performance Period. (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the Grant Performance Period if the delay is caused solely by the supplier and through no fault of the Grantee. The Grantee must

request an exemption in writing and receive written approval from the Grant Manager.);

- Cleanup of illegal dumping;
- Costs currently covered or incurred under another CalRecycle loan, grant, grant cycle or contract;
- Costs incurred prior to or after the Grant Performance Period, except for costs incurred to prepare the Final Report and final Payment Request, which are eligible for reimbursement during the Report Preparation Period;
- Landfill operations;
- Out-of-state travel, unless pre-approved in writing by the Grant Manager;
- Overhead and indirect costs;
- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the Grant Manager when law or labor contracts REQUIRE overtime compensation);
- Purchasing or leasing of vehicles; and
- Any other costs not deemed reasonable or related to the purpose of the grant by the Grant Manager.

Note: All expenditures are subject to audit. Please contact the Grant Manager if you have any questions concerning eligible costs.

**CHANGES TO
BUDGET**

The approved budget in the Grant Management System (GMS) Web represents the proposed expenditure plan of the Grantee at the time of the application submittal. The Grantee must obtain written pre-approval from the Grant Manager for all changes to the approved budget when the total amount of all changes equals \$5,000 or 10% of the grant amount, whichever is greater. A budget change includes the adjustment of grant funds between the main budget categories as listed in the GMS Web application. Any adjustment of grant funds between budget subcategories within a main budget category does not require pre-approval, regardless of the limits set forth above. The Grantee must notify the Grant Manager of all budget changes when the Grantee submits its Final Report, no later than October 28, 2014, including adjustments between subcategories, made pursuant to this provision. Please retain all notifications to and approvals from the Grant Manager in your grant file for audit purposes.

**RECORDS AND
AUDIT
REQUIREMENTS**

As more fully described in the attached Terms and Conditions "Audit/Records Access" provision, this grant is subject to a desk or field audit. The Grantee must retain all financial and grant program documents including, but not limited to, statistical records, supporting documents, source documents, expenditure ledgers, payroll register entries, time sheets, paid warrants, contracts, change orders, invoices, and canceled checks that substantiate the expenditures claimed. These documents must be available at the time of an audit.

If an audit reveals that CalRecycle funds are not being expended, or have not been expended in accordance with this Agreement, in addition to any other rights of CalRecycle, the Grantee may be required to forfeit the unexpended portion of the funds, and/or repay CalRecycle for any improperly expended monies. Additionally, future grant awards to the Grantee may be jeopardized.

**GRANT
MANAGEMENT
SYSTEM (GMSWEB)**

GMSWeb is CalRecycle's web-based grant application and grant management system. Access to GMSWeb is secure. Grantees must log in using a WebPass. WebPass accounts are created for individuals, not organizations, and will be tied to your specific email address. If an email address changes, or if it becomes inactive, the Grantee must create a new WebPass account to continue accessing GMSWeb. Establish or manage a CalRecycle WebPass at <https://secure.calrecycle.ca.gov/WebPass/>. Email the assigned Grant Manager for all changes to contacts and web passes to ensure continued access to the system.

Accessing the grant.

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

- Budget Summary - shows approved budget, paid and remaining amounts. (This section is available to the Grantee in Read-only mode.)
- Payment Request Transactions - reconciles an advance or requests reimbursement.
- Interest Earned - reports and reconciles earned interest from advances.
- Report and Other Grant Documents - this section is not applicable to this grant program.

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

Contact Updates

- Access to the grant is limited to those listed in the **Contacts** tab in the **Application Module**. Contact information is available to the Grantee in read-only mode.
- Email the assigned Grant Manager regarding any changes to contact information to ensure continued access.

**PAYMENT
PROCESSES FOR
ADVANCE AND
REIMBURSEMENT
PAYMENTS**

In their applications, Grantees requested either an advance payment or reimbursement payment.

1. If the Grantee requested an **Advance Payment**:

- The advance payment will be processed by the Grant Manager in the GMSWeb - *Grant Management Module* after the Grant Agreement is fully executed and the Payment Request form is approved. The advance payment transaction will be visible to the Grantee after the transaction is completed by the Grant Manager.
- Ten percent (10%) of the Advance Payment is withheld and will be retained until all conditions stipulated in the Grant Agreement have been satisfied.
- Upon receipt of advanced grant funds, the Grantee shall deposit and maintain until expended all grant funds in an interest-bearing account within a federally insured financial institution. Grantee shall maintain a separate accounting system for the grant funds including the earned interest. Any earned interest must be tracked for reporting purposes as discussed in the *INTEREST* section below.
- The remaining ten percent (10%) will be reimbursed to the Grantee upon satisfactory completion of the Grant Agreement. The Grantee must reconcile the advance payment in the GMSWeb - *Grant Management Module* by creating an Advance Reconciliation transaction. The Grantee must enter the final expenditure information in the Payment Request Transaction section of the Grant Management Module.

- 1) Go to the Payment Request Transactions section in the Detail tab.
- 2) Click on the "Create a Reimburse/Advance Reconciliation" button.

**PAYMENT
PROCESSES FOR
ADVANCE AND
REIMBURSEMENT
PAYMENTS (CONT)**

- 3) Choose **Advance Reconcile** for the Transaction Type, enter the Requested Date, enter a note if applicable, and enter the amount spent in each budget sub category.
 - 4) When the transaction is complete click the "Save" button.
- Grant funds must be spent in the following order:
 - 1) Advance payment
 - 2) Reimbursement payment [ten percent (10%) withhold]
 - 3) Interest earned on advance payment, if approved by the Grant Manager.
 - Any unspent grant funds or unspent earned interest must be returned to CalRecycle by the end of the Grant Term.

2. If the Grantee requested Reimbursement Payment:

At the end of the grant term, the Grantee must:

- Download the Grant Payment Request form (CalRecycle 87) from CalRecycle's website at <http://www.calrecycle.ca.gov/Grants/Forms/>. Complete the Grantee sections of the form and obtain a signature of the person authorized in the Resolution or Letter of Designation.
- Create a Reimburse Transaction in GMSWeb-Grant Management.
 - 1) Go to the Payment Request Transactions section in the Detail tab.
 - 2) Click on the "Create a Reimburse/Advance Reconciliation" button.
 - 3) Choose **Reimburse** for the Transaction Type, enter the Requested Date, and enter the amount spent in each budget sub-category.
 - 4) When the transaction is complete, click the "Save" button.
 - 5) After the transaction is saved, upload a copy of the Payment Request Form (CalRecycle 87, check box labeled "Final") as a supporting document (button will be located in the lower right hand corner of the transaction page). Mail the Payment Request Form (CalRecycle 87) with original signature to the Grant Manager at:

Via standard mail:	Via courier/personal delivery:
Department of Resources Recycling and Recovery LEA Grant Program FiRM Branch, 9 th Floor P.O. Box 4025 Sacramento, CA 95812-4025	Department of Resources Recycling and Recovery LEA Grant Program FiRM Branch, 17 th Floor 801 K Street Sacramento, CA 95814

- Reimbursement payment will be made to the Grantee upon satisfactory completion of the Grant Agreement and submittal of the final Payment Request form and entering of the final expenditure information in the GMSWeb – Grant Management Module.

The final Payment Request for reimbursement of the 10% withhold and/or reimbursement of grant-eligible expenditures is due **October 28, 2014**.

Expenditure information enables CalRecycle to determine specific uses of all grant funds. The Grantee may enter the final expenditure information when grant funds have been expended but **no later than October 28, 2014**. Failure to comply with these reporting requirements may result in termination of this Grant Agreement or suspension of any or all outstanding Payment Requests and may jeopardize future grant awards.

INTEREST

Grantees that request an advance payment must account for all interest accrued and received. All interest accrued and received from the grant funds shall be used only for eligible expenses related to the performance of this Agreement.

- Interest earned may not be spent until the full grant award has been expended.
- The earned interest must be reported in the Interest Earned section under the Detail tab within the GMSWeb – Grant Management Module.
- To report interest earned:
 - 1) Go to the Interest Earned section in the Detail tab and click on the “Create an Interest Record” button.
 - 2) Complete required fields by selecting “Earned” as the Interest Type, select the Budget Subcategory where the interest will be spent; enter the date, and the amount of interest earned in the Report Amount filed.
 - 3) Click the “Save” button when the transaction is complete.

Once interest is spent, create another Interest Record by following the same steps as above except choose Reconcile as the Interest Type.

If no interest was accrued during the fiscal cycle, a written explanation that no interest was earned because grant funds were expended within 90 days must be entered in the Note section of the Advance Reconcile Transaction in GMSWeb - Grant Management Module, see Payment Process for Advance Payments section. The Grantee is highly encouraged to immediately reconcile their advance payment if it was fully expended within the 90 days.

All unused interest or unspent grant funds must be returned to CalRecycle at the end of the Grant Term.



Grants System

Application

Generated By: Linda McElroy

Generated On: 7/16/2013

Application Information

Applicant: Tulare County
 Cycle Name: Local Enforcement Agency Grants
 Cycle Code: EA24
 Grant ID: 14736
 Grant Funds Requested: \$ 24,375.00
 Matching Funds: - (if applicable)

Application Due Date: 5/23/2013
 Secondary Due Date: 6/20/2013
 Request Advance Payment: Yes

Project Summary: Tulare County's Environmental Health Department will use FY 2013-2014 Local Enforcement Agency grant funds to benefit its program regulating solid waste handling, processing, and disposal activities. Funds will provide partial funding for a Registered Environmental Health Specialist to perform routine facility inspections, process permit applications and respond to solid waste complaints.

Applicant/Participant

Name: Tulare County
 Federal Tax ID: 946000545
 County: Tulare

Lead: X
 Jurisdiction: Tulare-Unincorporated

Contacts

Contact Name	Title	Phone	Fax	Email	Prime	Second	Auth	Cnsit
Ken Bowers Environmental Health 5957 S. Mooney Blvd. Visalia, CA 93277	Title: Supervising REHS	559-624-7428	559-733-6932	Kbowers@tularehhsa.org	X			
Patricia Palmer 5957 S Mooney Blvd Visalia, CA 93277	Title: Staff Services Analyst III	559-624-7441	559-733-6932	ppalmer@tularehhsa.org		X		
Vivian Nelson Environmental Health 5957 S Mooney Blvd Visalia, CA 93277	Title: Director, Environmental Health Services	559-624-7442	559-733-6932	vnelson@tularehhsa.org		X		
Pete Vander Poel III County of Tulare 2800 Burrell Street Visalia, CA 93291	Title: Chairman	559-636-5000	559-733-6898	pvanderpoel@co.tulare.ca.us			X	

Budget

Category Name	Amount
Analysis/Evaluation/Testing/Demo	-
Compliance/Inspection/Visit/Enforcement	-
Education	-
Equipment	-
Personnel	\$ 24,375.00
Training	-
Transportation	-

No Site Information Provided



Grants System

Application

Generated By: Linda McElroy

Generated On: 7/16/2013

Documents

Required

Application Certification

Document Title

Application Certification

Received Date

05/08/2013

Required By Secondary Due Date

Resolution - Lead Participant

Single Year Resolution

05/09/2013

Other Supporting Document(s)

Draft Resolution

Letter of Designation

Resolution

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

- 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.