STATE OF CALIFORNIA -NATURAL RESOURCES AGENCY

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 5/12)

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

GRANT NUMBER
TDP12-12-73

NAME OF GRANT PROGRAM	
2012/13 Tire Derived Product Grants	
GRANTEE NAME	
San Leandro Unified School District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
	$150,000.00
TERM OF GRANT AGREEMENT	
FROM: April 1, 2013	TO: April 1, 2015

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

Exhibit A – Terms and Conditions
Exhibit B – Procedures and Requirements
Exhibit C – Application with revisions, if any, and any amendments
Exhibit D – Application Guidelines and Instructions

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

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

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) San Leandro Unified School District	
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	PROGRAM/CATEGORY (CODE AND TITLE)			FUND TITLE
$150,000.00	2012/13 Tire Derived Product Grants			CBCRF Clearing Account
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE	FISCAL YEAR
$150,000.00	3500-001-0133	21	2012	2012/13
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	7820-G3300-418.03			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALRECYCLE ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE APR 22 2013	

4/19/13

EXHIBIT A
TERMS AND CONDITIONS

Tire-Derived Product (TDP) Grant Program
Fiscal Year 2012/13

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

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

1. ACKNOWLEDGEMENTS

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

2. ADVERTISING/ PUBLIC EDUCATION

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

3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Grantee shall not be:

a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

4. AMENDMENT

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

	any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. AMERICANS WITH DISABILITIES ACT	The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
6. ASSIGNMENT, SUCCESSORS AND ASSIGNS	a. This Agreement may not be assigned by the Grantee, either in whole or in part, without CalRecycle's prior written consent. b. The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the Grantee, and their respective successors and assigns.
7. AUDIT/RECORDS ACCESS	The Grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement. *[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	CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.
10. BANKRUPTCY/ DECLARATION OF FISCAL EMERGENCY NOTIFICATION	If the Grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code or declares a fiscal emergency at any time during the Grant Performance Period, the Grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.
11. CHILD SUPPORT COMPLIANCE ACT	For any agreement in excess of $100,000, the Grantee acknowledges that: a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

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.

12. COMMUNICATIONS

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

13. COMPLIANCE

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

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

14. CONDITION SUBSEQUENT

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

15. CONFLICT OF INTEREST

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

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

a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

If the Grantee violates any provisions of above paragraphs, such action by the

Grantee shall render this Agreement void. (PCC § 10420).

16. CONTRACTORS/ SUBCONTRACTORS

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

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

17. COPYRIGHTS AND TRADEMARKS

a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to CalRecycle any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, CalRecycle shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of CalRecycle. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of CalRecycle and would serve the public interest, upon written request by the Grantee, CalRecycle may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

b. CalRecycle hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting CalRecycle's intellectual property rights therein: "© {year of creation} by the Department of Resources Recycling and Recovery

(CalRecycle). Used pursuant to license granted by CalRecycle. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."

18. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA

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

19. DISCLAIMER OF WARRANTY

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

20. DISCRETIONARY TERMINATION

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

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

21. DISPUTES

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

22. DRUG-FREE WORKPLACE CERTIFICATION

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

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

23. EFFECTIVENESS OF AGREEMENT

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

24. ENTIRE AGREEMENT

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

25. ENVIRONMENTAL JUSTICE

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

26. EXPATRIATE CORPORATIONS

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

27. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

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

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

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

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

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

28. FORCE MAJEURE

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

29. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

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

30. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

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

31. GRANT MANAGER'S AUTHORITY	The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).
32. GRANTEE ACCOUNTABILITY	The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the Grantee is responsible for repayment of the funds to CalRecycle.
33. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	The Grantee agrees to indemnify, defend and save harmless the State and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee as a result of the performance of this Agreement.
34. GRANTEE'S NAME CHANGE	A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.
35. IN CASE OF EMERGENCY	In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the Grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The Grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the Grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.
36. NATIONAL LABORRELATIONS BOARD CERTIFICATION	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)
37. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY	The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.
38. NO WAIVER OF RIGHTS	CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right

otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and Grantee, shall constitute a waiver of any of CalRecycle's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

39. NON-DISCRIMINATION CLAUSE

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

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

40. ORDER OF PRECEDENCE

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

a. Grant Agreement Coversheet and any Amendments thereto

b. Terms and Conditions

c. Procedures and Requirements/Project Summary

d. Grant Application Package

e. Work Plan/Implementation Schedule and Budget, if applicable

f. Grantee's Application

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

41. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

42. PAYMENT

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall

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

b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.

c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.

d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's ten percent (10%) retention policy.

e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California *State Administrative Manual* (contact your Grant Manager for more information).

f. Payment will be made only to the Grantee.

g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.

43. PERSONAL JURISDICTION

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

44. PERSONNEL COSTS

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

45. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment

	and supplies, shall vest upon acquisition in the Grantee. The Grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition. c. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. d. CalRecycle will not reimburse the Grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.
46. RECYCLED-CONTENT PAPER	All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
47. REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
48. REDUCTION OF WASTE TIRES	Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
49. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
50. SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
51. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

52. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.
53. TERMINATION FOR CAUSE	CalRecycle may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to CalRecycle's ten percent (10%) retention policy.
54. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.
55. TOLLING OF STATUTE OF LIMITATIONS	The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to the Executive Director and/or the Board.
56. UNION ORGANIZING	By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that: a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement. b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.
57. VENUE/ CHOICE OF LAW	a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California. b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
58. WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE	The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.
59. WORK PRODUCTS	The Grantee must provide CalRecycle with copies of all final products identified in the Work Plan.
60. WORKERS' COMPENSATION/ LABOR CODE	The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B

PROCEDURES AND REQUIREMENTS

Tire-Derived Product (TDP) Grant Program
Fiscal Year 2012/13

INTRODUCTION

These Procedures and Requirements of the Department of Resources Recycling and Recovery's (CalRecycle) Tire-Derived Product (TDP) Program Grant Agreement (Agreement) describe, among other things, project, reporting, payment requirements and due dates.

Important Notice: Do not start the grant project or incur costs until you receive a Notice to Proceed (NTP) from your CalRecycle Grant Manager (Grant Manager). The NTP will be sent after the conditions for award have been met as stated at the top of page 1 of the Terms and Conditions, Exhibit A, and both the Grantee and CalRecycle have signed the Agreement.

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 tied to a specific email address. If an email address changes, or if it becomes inactive, the Grantee must create a new WebPass account to continue accessing GMSWeb. Establish or manage a CalRecycle WebPass on the CalRecycle WebPass webpage (https://secure.calrecycle.ca.gov/WebPass/).

Accessing the grant

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. To ensure continued access, email your assigned Grant Manager if there are any changes to Grantee's contact information.

Grantees must log into GMSWeb using their web pass at: GMSWeb webpage (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** –shows reimbursement request information.
- **Reports and Other Grant Documents** – uploads required reports and other grant documents that are not considered supporting documents to a Payment Request.

PROJECT REQUIREMENTS

- Products must be installed at the location(s) specified in the approved Grant Application.
- Project(s) must be completed by April 1, 2015, to ensure full reimbursement.
- Products must be made from 100% California-generated waste tires.
- The waste tire material must be processed in California and the final product must be manufactured 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.

PROJECT MODIFICATION REQUEST(S)

Proposed modifications or revisions to the approved project must be requested in writing to the Grant Manager on official department letterhead. The Grant Manager must approve the proposed changes in writing prior to the Grantee performing any changes or incurring any related costs. The request must be uploaded in GMSWeb and must include:

PROJECT REQUIREMENTS (CONT.)

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 revision by number, e.g., Revision #1; and
3. A new, updated and complete Tire-Derived Product Certification form (CalRecycle 227).

To upload a Project Modification Request in GMSWeb:

1. In the **Detail** tab, go to the **Report and Other Grant Documents** section.
2. Click on the **Upload a Document** button.
3. Type a title, i.e., Revision #1 Tire-Derived Product Certification, then click the **Browse** button to search and upload the document; and
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.
Note: this list is not all inclusive.

For information regarding playground safety and standards, please go to the California Department of Pubilc Health website (http://www.cdph.ca.gov/HealthInfo/injviosaf/Pages/PlaygroundSafety.aspx) 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).

Examples of playground inspection documents are provided on the California Park & Recreation Society (CPRS) website (http://www.cprs.org/). Scroll down to the Resources link and go to Information and Referral, click on Playground to access the Safety Inspector Worksheets. For playground surfacing projects, see the Surfacing Worksheet.

The Department of Justice recently 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 American Society for Testing and Materials (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. The 2010 ADA Standards are available at 2010 ADA Standards for Accessible Design (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 inspection and certification 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.

PROJECT REQUIREMENTS (CONT.)

SIGNAGE REQUIREMENTS

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, 2015. See the "Acknowledgements" provision in Exhibit A – *Terms and Conditions*, for more information. A high resolution file for production purposes, along with examples, are located at the Tire Resources web site (http://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 logo, and
3. Number of CA waste tires diverted from the waste stream.

PRIOR TO COMMENCING WORK

CONTRACTOR RELIABILITY REQUIREMENT

This requirement is applicable to Grantees who use a contractor on the project. Prior to commencing work or incurring costs, the Grant Manager must approve in writing a declaration(s) signed under penalty of perjury by the Grantee's contractor and subcontractor(s), 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 and the subcontractor(s), respectively.

To obtain a form visit the Forms web site (http://www.calrecycle.ca.gov/Grants/Forms/)

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.

PHOTO REQUIREMENT

Prior to commencing work or incurring costs, the Grantee is required to submit to the Grant Manager 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 Forms web site (http://www.calrecycle.ca.gov/Grants/Forms/)

The Tire-Derived Product Certification Form (CalRecycle 227) 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. Revision #1 Tire-Derived Product Certification Form, then click the **Browse** button to search and upload the document.
4. Click the **Save** button.

REPORTING REQUIREMENTS

One 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.

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 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.

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

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

Any problems or delays must be reported immediately to the Grant Manager.

PROGRESS REPORT DUE DATE:

APRIL 1, 2014

The Grantee may upload the Progress Report into the GMSWeb system any time prior to but no later than April 1, 2014 (for the period covering the Notice to Proceed Date to April 1, 2014). The Progress Report 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 the work has not yet begun on the Project.

PROGRESS REPORT FORMAT

A Progress Report template will be provided prior to the Progress Report Due Date. The Progress Report must be uploaded into the GMSWeb system. *See the Reporting Requirements section for specific instructions.*

FINAL REPORT DUE DATE:

APRIL 1, 2015

The Grantee may upload the Final Report into the GMSWeb system at any time after the Project is completed, but no later than April 1, 2015. The Final Report must address the work completed during the entire grant term (from receipt of the Notice to Proceed to April 1, 2015, 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.*

FINAL REPORT FORMAT

A Final Report template will be provided prior to the Final Report Due Date. The Final Report must be uploaded into the GMSWeb system. *See the Reporting Requirements section for specific instructions.*

GRANT PAYMENT INFORMATION

- Payments to the Grantee for eligible grant expenses are made on a **reimbursement basis only** and for only those costs identified in the approved Grant Application.
- With the exception of Playground Projects, reimbursement may be requested twice during the grant term. In conjunction with (or after) submission of the Progress Report and in conjunction with the Final Report.
- Playground Projects may request reimbursement only with submittal of the Final Report. 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.
- Reimbursement is conditioned on the Grant Manager's approval of the Progress Report and/or Final Report and approval of costs.
- 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.
- Ten percent (10%) of each Payment Request will be withheld and retained until all conditions stipulated in the Agreement have been satisfied. Reimbursement of the 10% retention will be released once the Final Report is approved by the Grant Manager.
- Payment Requests will be processed as promptly as fiscal procedures permit. The Grantee can typically expect payment within four weeks from the date a Payment Request is approved by the Grant Manager.

ELIGIBLE COSTS

Eligible costs are limited to the approved, 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.

These costs must be incurred and paid for during the Grant Term which starts when the Grantee receives a Notice to Proceed (NTP) from CalRecycle and ends on April 1, 2015.

INELIGIBLE COSTS

Ineligible costs include, but are not limited to:

- Any cost other than the actual cost of the tire-derived material of the product (exclusive of truck tire buffings), tax, and shipping up to a maximum of five dollars ($5) per PTE.
- Costs that exceed the cap of $5 per PTE.
- Any costs incurred prior to the receipt by the Grantee of the NTP or after April 1, 2015.
- Materials made from non-California-generated waste tires or from truck tire buffings.
- Materials which were not processed in California or the final TDP not produced in California.
- Equipment, installation, signage, playground inspection costs, and labor costs.

GRANT PAYMENT REQUEST PROCESS & REQUIRED DOCUMENTATION

To submit a Grant Payment Request:

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

   A. A scanned copy of the signed Grant Payment Request form.

   Mail only the **original** Grant Payment Request form (CalRecycle 87), with the

GRANT PAYMENT REQUEST PROCESS & REQUIRED DOCUMENTATION (CONT.)

original signature of the signatory or his/her designee*, as authorized by grantee's Resolution or Letter of Commitment to:

Via standard mail:	Via courier/personal delivery:
Department of Resources Recycling and Recovery Tire-Derived Product Grant Program FiRM Branch, 9th Floor P.O. Box 4025 Sacramento, CA 95812-4025	Department of Resources Recycling and Recovery Tire-Derived Product Grant Program FiRM Branch, 9th Floor 1001 I Street Sacramento, CA 95814

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

B. Cost and payment documentation with the Payment Request:
   a) Acceptable cost documentation must include at least one of the following: 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; **and**
   b) Acceptable proof of payment **must include at least one** of the following: Invoice(s) marked as paid; receipts; and accounting reports if they contain check number, date, product manufacturer, supplier/vendor, and/or contractor name and amount; and copies of cancelled check(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 of 100% California-generated waste tires and that the waste 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: 1) a Certificate of Origin (completed by the processor) or Bill of Lading(s) and 2) invoices, as applicable. Note: To ensure grant payment, it is recommended that Grantee obtain this documentation from its supplier/vendor/ or contractor prior to payment of supplier/vendor/ or contractor, as applicable.

E. Post-construction, not less than five digital and color photographs, of the Project site(s) showing the completed Project with signage.

For all required forms visit the CalRecycle Grants Forms web site (http://www.calrecycle.ca.gov/Grants/Forms/).

RECORDS AND AUDIT REQUIREMENTS

This grant is subject to a desk or field audit. See "Audit/Records Access" section in Exhibit A - *Terms and Conditions*, 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 based on the schedule below.

Survey Due	Survey Period
June 30, 2015	Completion of Project – June 30, 2015
June 30, 2016	July 1, 2015 – June 30, 2016
June 30, 2017	July 1, 2016 – June 30, 2017
June 30, 2018	July 1, 2017 – June 30, 2018
June 30, 2019	July 1, 2018 – June 30, 2019

You will be notified via email once the annual online survey is available. For additional information on how to access the online survey, visit the Survey website (http://www.calrecycle.ca.gov/Tires/Grants/Product/Survey.htm).

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

REPORT, PAYMENT REQUEST, SURVEY SUBMITTAL

All documents must be submitted/uploaded via *GMSWeb - Grant Management Module,* with the exception of the Grant Payment Request, which must be printed double-sided on recycled-content paper containing one hundred percent (100%) post consumer fiber.

Please submit only the original Grant Payment Request form (CalRecycle 87) to:

CalRecycle
Tire-Derived Product (TDP) Grant Program
Financial Resources Management Branch, 9th Floor
1001 I Street, P.O. Box 4025
Sacramento, CA 95812-4025

QUESTIONS?

Phone: (916) 341-5062 | Email: grants@calrecycle.ca.gov

CalRecycle

Grants System

Application

Generated By: Noel Davis

Generated On: 4/4/2013

Application Information

Applicant: San Leandro Unified School District

Cycle Name: Tire Derived Product Grants

Application Due Date: 12/11/2012

Cycle Code: TDP12

Secondary Due Date: 1/17/2013

Grant ID: 14443

Grant Funds Requested: $ 150,000.00

Request Advance Payment: No

Matching Funds: - (if applicable)

Project Summary: The San Leandro Unified School District is in the process of improving the athletic exteriors /playgrounds at all schools within the District, including the eight (8) elementary schools. The athletic exteriors /playgrounds will be used by the schools during regular school hours and for after school programs. The community will be able to use the playgrounds when school in not in session: evenings, weekends, and during the summer months.

The specifications of the plan call for the replacement of asphalt play area with resilient surfacing, varying from 7562-15,571 sq. ft. per site, for a total of 82,320 square feet of resilient surfacing at all eight schools.

Applicant/Participant

Name: San Leandro Unified School District

Lead: X

Federal Tax ID: 94-6002608

Jurisdiction: San Leandro

County: Alameda

Organization Type: School District

Contacts

		Prime	Second	Auth	Cnslt
Cathey, Cindy	Title: Superintendent			X	
Superintendent's Office 14735 Juniper Street San Leandro, CA 94579	Phone: 510-895-4199 Fax: 510-678-5368 Email: ccathey@sanleandro.k12.ca.us				
Chin-Bendib, Song	Title: Assistant Superintendent of Business		X		
14735 Juniper Street San Leandro, CA 94579	Phone: 510-667-3504 Fax: 510-895-4159 Email: schinbendib@sanleandro.k12.ca.us				
Khaira, Sukhi	Title: Administrative Assistant		X		
Business & Operations 14735 Juniper Street San Leandro, CA 94579	Phone: 510-667-3506 Fax: 510-895-4159 Email: skhaira@sanleandro.k12.ca.us				
Michel, Robin	Title: Communications Outreach Specialist	X			
Business & Operations 14735 Juniper Street San Leandro, CA 94579	Phone: 510-667-6208 Fax: 510-678-5368 Email: rmichel@sanleandro.k12.ca.us				

Budget

Category Name	Amount
Materials	$ 150,000.00

Site Information

Business Department

14735 Juniper Street
San Leandro, CA 94579

Site Type: Payment Address
County: Alameda
Budget Amount:

Garfield Elementary School

13050 Aurora Drive
San Leandro, CA 94577

Site Type: Recreation
County: Alameda
Budget Amount: 20774.0000

Jefferson Elementary

CalRecycle

Grants System

Application

Generated By: Noel Davis

Generated On: 4/4/2013

14300 Bancroft Avenue
San Leandro, CA 94578

Site Type: Recreation
County: Alameda
Budget Amount: 27490.0000

Madison Elementary

14751 Juniper Street
San Leandro, CA 94579

Site Type: Recreation
County: Alameda
Budget Amount: 12801.0000

McKinley Elementary

2150 E. 14th Street
San Leandro, CA 94577

Site Type: Recreation
County: Alameda
Budget Amount: 12504.0000

Monroe Elementary

3750 Monterey Blvd.
San Leandro, CA 94578

Site Type: Recreation
County: Alameda
Budget Amount: 17800.0000

Roosevelt Elementary

951 Dowling Blvd
San Leandro, CA 94577

Site Type: Recreation
County: Alameda
Budget Amount: 21643.0000

Washington Elementary

250 Dutton Avenue
San Leandro, CA 94577

Site Type: Recreation
County: Alameda
Budget Amount: 12461.0000

Wilson Elementary

1300 Williams Street
San Leandro, CA 94577

Site Type: Recreation
County: Alameda
Budget Amount: 24527.0000

Documents	Document Title	Received Date
Required Document(s) By Secondary Due Date		
Other	Signature Card Authorization	12/11/2012
Required Documents		
Application Certification	SLUSD Application Certification	12/11/2012
EPPP Policy Certification/Notification	EPPP Policy Certification/Notification form SLUSD	12/11/2012
Tire-Derived Certification	TDP Certification Revision # 1	03/05/2013
Tire-Derived Certification	TDP Certification SLUSD FINAL	12/11/2012
Work Plan	San Leandro Unfied School District Proposed Work Plan	12/11/2012
Other Supporting Document(s)		
Draft Resolution	Resolution Approving Submittal of Application(s) for all CalRecyle Grants for which San Leandro Unif	12/11/2012
Letter of Designation		
Required Document(s) By Secondary Due Date		
Resolution/Letter of Commitment	Adopted Resolution	01/16/2013

Resolution or Letter of Commitment Requirement and optional Letter of Designation

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

EXHIBIT A
TERMS AND CONDITIONS

Tire-Derived Product (TDP) Grant Program
Fiscal Year 2012/13

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

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

1. ACKNOWLEDGEMENTS

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

2. ADVERTISING/ PUBLIC EDUCATION

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

3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Grantee shall not be:

a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

4. AMENDMENT

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

	any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. AMERICANS WITH DISABILITIES ACT	The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
6. ASSIGNMENT, SUCCESSORS AND ASSIGNS	a. This Agreement may not be assigned by the Grantee, either in whole or in part, without CalRecycle's prior written consent. b. The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the Grantee, and their respective successors and assigns.
7. AUDIT/RECORDS ACCESS	The Grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement. *[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	CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.
10. BANKRUPTCY/ DECLARATION OF FISCAL EMERGENCY NOTIFICATION	If the Grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code or declares a fiscal emergency at any time during the Grant Performance Period, the Grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.
11. CHILD SUPPORT COMPLIANCE ACT	For any agreement in excess of $100,000, the Grantee acknowledges that: a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

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.

12. COMMUNICATIONS

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

13. COMPLIANCE

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

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

14. CONDITION SUBSEQUENT

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

15. CONFLICT OF INTEREST

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

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

a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

If the Grantee violates any provisions of above paragraphs, such action by the

Grantee shall render this Agreement void. (PCC § 10420).

16. CONTRACTORS/ SUBCONTRACTORS

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

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

17. COPYRIGHTS AND TRADEMARKS

a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to CalRecycle any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, CalRecycle shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of CalRecycle. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of CalRecycle and would serve the public interest, upon written request by the Grantee, CalRecycle may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

b. CalRecycle hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting CalRecycle's intellectual property rights therein: "© {year of creation} by the Department of Resources Recycling and Recovery

(CalRecycle). Used pursuant to license granted by CalRecycle. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."

18. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA

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

19. DISCLAIMER OF WARRANTY

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

20. DISCRETIONARY TERMINATION

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

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

21. DISPUTES

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

22. DRUG-FREE WORKPLACE CERTIFICATION

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

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

23. EFFECTIVENESS OF AGREEMENT

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

24. ENTIRE AGREEMENT

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

25. ENVIRONMENTAL JUSTICE

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

26. EXPATRIATE CORPORATIONS

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

27. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

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

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

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

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

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

28. FORCE MAJEURE

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

29. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

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

30. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

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

31. GRANT MANAGER'S AUTHORITY	The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).
32. GRANTEE ACCOUNTABILITY	The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the Grantee is responsible for repayment of the funds to CalRecycle.
33. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	The Grantee agrees to indemnify, defend and save harmless the State and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee as a result of the performance of this Agreement.
34. GRANTEE'S NAME CHANGE	A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.
35. IN CASE OF EMERGENCY	In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the Grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The Grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the Grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.
36. NATIONAL LABORRELATIONS BOARD CERTIFICATION	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)
37. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY	The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.
38. NO WAIVER OF RIGHTS	CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right

otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and Grantee, shall constitute a waiver of any of CalRecycle's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

39. NON-DISCRIMINATION CLAUSE

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

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

40. ORDER OF PRECEDENCE

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

a. Grant Agreement Coversheet and any Amendments thereto

b. Terms and Conditions

c. Procedures and Requirements/Project Summary

d. Grant Application Package

e. Work Plan/Implementation Schedule and Budget, if applicable

f. Grantee's Application

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

41. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

42. PAYMENT

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall

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

b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.

c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.

d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's ten percent (10%) retention policy.

e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California *State Administrative Manual* (contact your Grant Manager for more information).

f. Payment will be made only to the Grantee.

g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.

43. PERSONAL JURISDICTION

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

44. PERSONNEL COSTS

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

45. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment

	and supplies, shall vest upon acquisition in the Grantee. The Grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition. c. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. d. CalRecycle will not reimburse the Grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.
46. RECYCLED-CONTENT PAPER	All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
47. REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
48. REDUCTION OF WASTE TIRES	Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
49. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
50. SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
51. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

52. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.
53. TERMINATION FOR CAUSE	CalRecycle may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to CalRecycle's ten percent (10%) retention policy.
54. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.
55. TOLLING OF STATUTE OF LIMITATIONS	The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to the Executive Director and/or the Board.
56. UNION ORGANIZING	By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that: a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement. b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.
57. VENUE/ CHOICE OF LAW	a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California. b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
58. WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE	The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.
59. WORK PRODUCTS	The Grantee must provide CalRecycle with copies of all final products identified in the Work Plan.
60. WORKERS' COMPENSATION/ LABOR CODE	The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

CalRecycle

October 2012

Department of Resources Recycling and Recovery (CalRecycle)

TIRE-DERIVED PRODUCT GRANT PROGRAM APPLICATION GUIDELINES & INSTRUCTIONS

Fiscal Year (FY) 2012/13

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GRANT CYCLE OVERVIEW

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

The Department of Resources Recycling and Recovery (CalRecycle) offers the Tire-Derived Product Grant pursuant to Sections 42872, 42873, and 42889 of the Public Resources Code.
The purpose of the grant is to promote markets for recycled-content products derived from California-generated waste tires and to decrease the adverse environmental impacts created by the unlawful disposal and stockpiling of waste tires.

ELIGIBLE APPLICANTS

Eligible applicants include public entitles and qualifying Indian Tribes.

Public entities include: California cities, counties, public school districts, public colleges and universities, special districts, park or recreational districts, and state agencies (including offices, departments, bureaus, and boards).

A "Qualifying Indian Tribe" is defined as an Indian tribe, band, nation or other organized group or community, residing within the borders of California, which:

(1) is recognized for special programs and services provided by the United States to Indians because of the status of its members as Indians; or

(2) can establish that it is a government entity and which meets the criteria of the grant program.

ELIGIBLE PROJECTS

Only one application per qualifying entity will be accepted and only for projects within California. A minimum of 2,500 California-generated waste tires must be used per application. Multiple products/projects may be combined to achieve this minimum. Project(s) must not have previously received CalRecycle grant funds.

Playground Projects:

A 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.

Additional requirements and unfunded costs apply to playground projects. 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. Note: this list is not all inclusive.

For information regarding playground safety and standards please go to the California Department of Public Health website (http://www.cdph.ca.gov/HealthInfo/injviosaf/Pages/PlaygroundSafety.aspx)

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).

Examples of playground inspection documents are provided on the California Park & Recreation Society (CPRS) website (http://www.cprs.org/). Scroll down to the Resources link and go to Information and Referral, click on Playground to access the Safety Inspector Worksheets. For

playground surfacing projects, see the Surfacing Worksheet. These documents are referenced for information purposes only.

The Department of Justice recently promulgated new 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 American Society for Testing and Materials (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 the 2010 ADA Standards for Accessible Design (http://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm)

Submittal of the Payment Request for playground projects 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 inspection and certifications are not reimbursable under the Grant.

ELIGIBLE PRODUCTS

Tire-derived products (TDP) must be made from 100% California-generated waste tires. The waste tire material must be processed and manufactured into a final product in California. For the purposes of this grant program, tire-derived products generally fall into three categories: agriculture/landscape, recreation, and transportation. Eligible products include, but are not limited to:

Mulch, bark, weed abatement coverings, tree care products, horse stall mats, arenas, playgrounds, tracks, sidewalks/pathways, sport surfacing, guard rails or components, railroad ties, sound barriers, and traffic safety products.

CalRecycle makes no warranty, express or implied, and assumes no liability for any tire-derived product(s) funded by this Grant. It is the Applicant's responsibility to determine the appropriateness of the product(s) for its purpose(s).

AVAILABLE FUNDS

- A total of $2,800,000 is available for this grant cycle, Fiscal Year (FY) 2012/13, subject to funding availability.
- $150,000 is the maximum available for individual grant awards.

REIMBURSEMENT GRANT

This is a reimbursement grant. Grantee must pay grant-related costs and comply with reimbursement requirements prior to receiving grant funds. For information regarding Payment Requests and withholds See *Grant Payment Information* in the Procedures and Requirement, Exhibit B on the Fiscal Year 2012/13 webpage (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/default.htm)

GRANT TERM

The "Grant Term" starts when the Grantee receives a "Notice to Proceed" (NTP) from CalRecycle and ends on April 1, 2015. The NTP, which is issued after the Grantee and CalRecycle have both signed the Grant Agreement, is a formal notification from CalRecycle that authorizes the Grantee to begin the Grant Project and incur costs.

The Final Report, Final Payment Request, and Request for 10% Withhold are due to CalRecycle no later than April 1, 2015, which is the end of the Grant Term.

UNFUNDED COSTS

Only those costs described in **ELIGIBLE COSTS** below are reimbursable. Other grant-related costs are not eligible for funding, these include, but are not limited to, signage and playground inspection certification. All Grantees must install a permanent sign at the Project site upon completion of the Project, no later than April 1, 2015. For additional signage information, see the Procedures and

Requirements, Exhibit B on the Fiscal Year 2012/13 webpage (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/default.htm) For playground projects, unfunded costs include those associated with playground inspection certification.

ELIGIBLE COSTS

Eligible costs may be incurred only during the "Grant Term" which starts when the Grantee receives a NTP from CalRecycle and ends on April 1, 2015. Costs incurred prior to receipt of the NTP and after April 1, 2015 are not eligible for reimbursement.

Eligible costs are limited to the actual cost of the tire-derived material of the product, tax, and shipping up to a maximum of five dollars ($5) per passenger tire equivalent (PTE). This cost is exclusive of truck tire buffings. The TDP material must be processed and manufactured into a final product in California.

*Truck tire buffings may be used in the product, but they are not an eligible cost.

** Truck tire buffings are derived from the truck tire retreading process. Specifically, the buffing process removes the worn tread from an old truck tire and the particles of rubber that are produced are referred to as "buffings" or "buffing dust."*

Cost/funding levels are determined based on the following calculation, not to exceed the maximum award amount of $150,000.

Product Weight in lbs. (CA Waste Tires)	/	**Passenger Tire Equivalent (PTE)** (Use 12 lbs. or 20 lbs.)	=	**Number of Tires Diverted** (In PTEs)	X	**Cost Per Tire** (CalRecycle will reimburse up to $5 per tire diverted – may include shipping & tax, not to exceed $5)	=	**Material Cost**

Passenger tire equivalent is the weight of waste tires or parts of waste tires equivalent to the average weight of one waste passenger tire. If a TDP contains less than 30% (by weight) of the original fiber and steel that was in the whole tire, then use 12 lbs. to calculate the number of PTEs. If a TDP contains 30% or more (by weight) of the original fiber and steel that was in the whole tire, then use 20 lbs. to calculate the number of PTEs.

INELIGIBLE COSTS

Ineligible costs include, but are not limited to:

- Any cost other than the actual cost of the tire-derived material of the product (exclusive of truck tire buffings), tax, and shipping up to a maximum of five dollars ($5) per PTE.
- Costs that exceed the cap of $5 per PTE.
- Any costs incurred prior to the receipt by the Grantee of the NTP or after April 1, 2015.
- Materials made from non-California-generated waste tires or from truck tire buffings.
- Materials made from waste tires not processed in California or the final product not produced in California.
- Equipment, installation, signage, playground inspection costs, and labor costs.

For additional information regarding costs and payments see Exhibit B – Procedures & Requirements of the Grant Agreement on the Fiscal Year 2012/13 web site (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/default.htm) to download a draft of the Procedures & Requirements.

QUESTION-AND-ANSWER PROCESS

If you have any questions regarding the TDP Grant, including but not limited to, questions about the application, Applicant and project/product eligibility, and the Grant Agreement and its requirements, the Applicant must submit the question(s) by email to grants@calrecycle.ca.gov, no later than November 21, 2012. Questions received by any other method or after November 21, 2012, will not be accepted.

Periodically during the Question and Answer (Q&A) period, Qs&As will be posted on the Q&A webpage (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/Apply/QandA.htm). Similar or related questions may be grouped together or re-worded for clarity and responded to as one question. All Qs&As will be posted approximately one week after the deadline and are subject to updates. It is the Applicant's responsibility to check this website for the latest information.

PROPOSED TIMELINE FOR TDP GRANT PROGRAM TDP12th Cycle, FY 2012/13

Date	Activity
Application release date to November 21, 2012	**Question and Answer Period** • Questions must be submitted by email
November 30, 2012	• All answers will be posted (tentative)
December 11, 2012	**Application Due Date** • Applications must be submitted in GMSWeb by this date • Customer service will only be available until 5:00 p.m. on this date
January 17, 2013	**Secondary Due Date** **If Resolution or Letter of Commitment is not submitted with the application** • Approved Resolution or Letter of Commitment must be uploaded in GMSWeb by this date **If Applicant does not have an EPPP policy at time of application** • EPPP Policy must be adopted and Notification must be uploaded in GMSWeb by this date
March 2013 (tentative)	**Grants Awarded** • CalRecycle considers funding recommendations, and if approved, conditionally awards grants
Notice to Proceed – April 1, 2015	**Grant Term – may incur eligible program or project costs**
April 1, 2015	**Final Report, Final Payment Request, and Request for 10% withhold Deadline**

APPLICATION INSTRUCTIONS

APPLICATION ACCESS

The application is available in CalRecycle's web-based Grants Management System (GMSWeb). Access to GMSWeb is secure; therefore you must have a CalRecycle WebPass in order to log into the system. Applicants who have not previously obtained a CalRecycle WebPass can create an account at CalRecycle WebPass site (https://secure.calrecycle.ca.gov/WebPass/). After logging into GMSWeb (https://secure.calrecycle.ca.gov/Grants), select "Grant Application Search" on the left. Open grant cycles are displayed in a table. Find Tire-Derived Product Grant Program, TDP12: 2012/13 and select "Apply."

APPLICATION CONTENTS AND INSTRUCTIONS

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

Summary

This tab provides a summary of the application, directions, and resources. In addition, it contains several checklists to assist Applicants with completing the application:

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

The checklists are provided for the Applicant's convenience and are not intended to be all inclusive. It is the applicant's responsibility to ensure that all required documents, based on an individual's grant application/project, are submitted by the appropriate due date.

Applicant/Participant

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

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

Detail

This tab contains several required elements of the application.

- Enter a dollar amount in the Grant Funds Requested field. Do not exceed the maximum grant award amount of $150,000. Please round all amounts to the nearest whole dollar.
- Matching Funds are not required for this grant, skip the Matching Funds field.
- Enter the Assembly Districts and Senate Districts. To select more than one district hold the "Ctrl" key while selecting the numbers.
- Project Summary/Statement of Use: Provide a brief description (3-5 sentences) identifying the proposed project(s). Select the appropriate option for the Resolution or Letter of Commitment Requirement and optional Letter of Designation. *Please see Applicant's Documents section for more information about documentation for Signature Authorities.*

Contacts

The application must include only one Primary Contact and at least one Signature Authority. Each contact entered into the application may be granted access by checking the box on the bottom of the

contact's detail screen. The contact will be able to log into GMSWeb using his/her individual CalRecycle WebPass to access the application.

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

Budget

Enter a dollar amount in each applicable budget category. The total budgeted amount **must equal the Grant Funds Requested amount**. In addition, the budget cannot exceed the total material cost from the Tire Derived Product Certification form (CalRecycle 227).

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

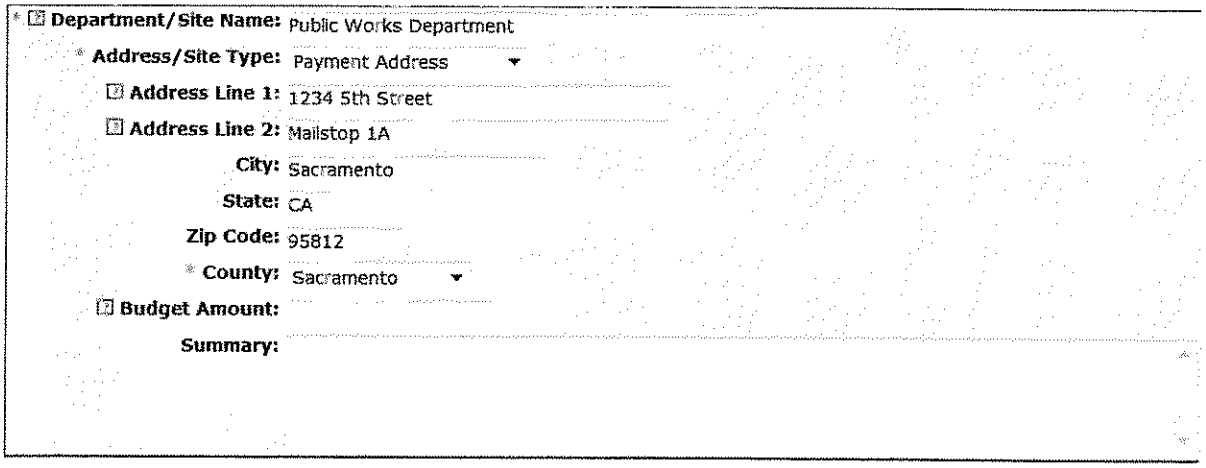
Address/Site(s)

Address

All applications must contain a payment address. The following information must be entered in each field under the Address/Site(s) tab:

- Enter the **department name only** (do not include the Applicant name in this field).
- Choose Payment Address as the Address/Site Type.
- Enter the complete address.
- The budget amount or summary fields are not required for the payment address entry.

See example below:

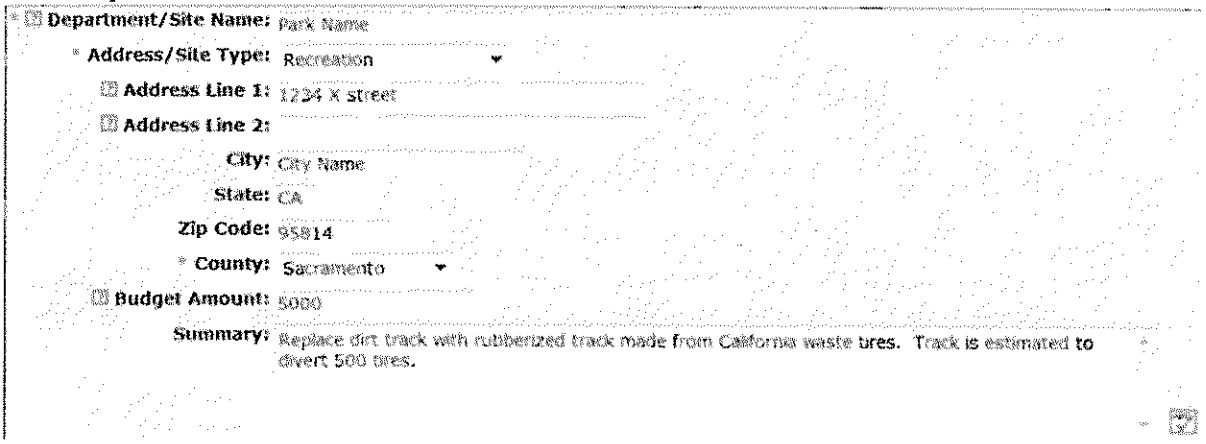


Site

Applicants must enter project site(s) information for the proposed project in each field under the Address/Site Type tab section of the application. Applicants, who have multiple project sites, must provide complete information for each site. **Failure to provide complete information for each site may result in loss of funding for those sites.** To complete this section:

- Enter the Site Name(s).
- Select the appropriate Site Type: Agricultural/Landscape, Recreation, or Transportation.
- Provide complete address information for the project site(s).
- Under the Budget Amount tab, enter the requested grant amount for each site. If you have multiple project sites, the total for all projects sites should equal the total requested amount.
- Under the Summary tab, provide a brief summary for each proposed project site.

See example below:



See Grant Cycle Overview section entitled "Eligible Projects" for further information.

Documents

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

See the section entitled "Application Documents" for more information about document requirements.

APPLICATION DEADLINE

Applications must be submitted in GMSWeb no later than **December 11, 2012**. Customer Service will only be available until 5:00 p.m. on the application due date.

APPLICATION DOCUMENTS

Each Applicant must upload certain documents in addition to completing the application. The application is not complete until all required documents have been uploaded to the Documents tab of the GMSWeb application.

CALRECYCLE DOCUMENTS

You can locate the CalRecycle documents on the Summary tab, in the Application Documents section. To complete the documents: click on the link, open it up, fill it out, save it to your computer, and then upload it to the Documents tab.

The following provides background information to help you comply with the Environmentally Preferable Purchasing and Practices Policy Requirement and complete the Tire-Derived Product Certification and the Proposed Work Plan.

Environmentally Preferable Purchasing and Practices Policy Requirement

Consistent with CalRecycle's core values, all grant Applicants are required to have or adopt and implement an Environmentally Preferable Purchasing and Practices (EPPP) Policy for their organizations. The EPPP Policy must be in place by the secondary due date of January 17, 2013.

Applicants who have an EPPP Policy in place prior to submitting their application must certify to this fact in the EPPP Policy Certification – Notification (Notification) document located in the Resource Documents section on the Summary tab of the application.

Applicants who do not have an EPPP Policy in place prior to submitting their application must certify that they will adopt one and provide CalRecycle the Notification by the secondary due date of January 17, 2013. Failure to provide this information in a timely manner will disqualify the application. The list below contains concepts/policies that CalRecycle encourages organizations to include in their EPPP Policies. Examples of existing Environmentally Preferable Purchasing and Practices Policies (www.responsiblepurchasing.org/purchasing_guides/all/policies/).

Producer Responsibility and Source Reduction
1. Products have an environmental standard issued by a third-party or government agency where available. (See the California Department of General Services (http://www.dgs.ca.gov/buyinggreen) for product-specific information).
2. Vendors or manufacturers agree to take back old product or packaging or cover the cost of recycling/disposal.
Recycled Content
3. Products contain recycled content that meet or exceed the California State Agency Buy Recycled Campaign requirements (http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/Requires.htm).
4. Products contain recycled content that meet or exceed the guidelines in the US EPA's Comprehensive Procurement Guidelines (http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm), if higher than SABRC requirements
5. Products contain recycled content as recommended in the Buying Green Guide (http://www.dgs.ca.gov/buyinggreen/Home/BuyersMain.aspx).
Energy and Water Savings
6. Products are Energy Star certified, if a US EPA Energy Star certification is available, or products are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.
7. Products are Water Sense certified, if a US EPA Water Sense certification is available.
Toxicity and Pollution
8. Materials used in products are non-hazardous to the extent feasible.
9. Products do not emit harmful air emissions or volatile organic compounds to the extent feasible.

10. Products are readily bio-degradable and non-persistent in the environment after use, where practicable.
Buildings and Grounds
11. All building and renovations follow the green building practices for design, construction and operation, where appropriate, as described in the LEED TM Rating System.
Habitat Preservation
12. Raw materials used in products are sustainably harvested or contain recycled content, to the extent feasible.
13. Raw materials used in products are renewable resources (e.g., not based on a fossil fuel), to the extent feasible.
Continual Improvement
14. Training is provided to new and existing employees
15. Organization regularly evaluates and/or improves implementation of EPP policy

Tire-Derived Product Certification

The Tire-Derived Product Certification has several purposes. For Applicants, it provides required application information on which the price quote and certification of product eligibility are based. For Grantees it supports project or personnel Modification Requests and Payment Requests.

Applicants are required to maintain the confidentiality of the price quote and other proprietary information contained in the TDP Certification. By signing the Application, the Signature Authority for Applicant acknowledges that as a condition to applying for this Grant, the Applicant and its representatives will treat all information contained in the Certification document as confidential.

Applicants must submit a TDP Certification (CalRecycle 227) completed and signed by a tire-derived product supplier, with the Price Quote box checked. See TDP Certification for instructions to complete the form. See **TDP CERTIFICATION** EXAMPLE BELOW - for example purposes only.

State of California
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 227 (Revised 10/12)

Tire-Derived Product (TDP) Certification

Applicant or Grantee Name:

Grant # *(if applicable)*:

Price Quote ☐ Submit with the Grant Application.	**Modification Request** ☐ Submit with a request to change the Product Provider/subcontractor or modify or revise the approved Project.	**Payment Request** ☐ Submit with Final Payment Request for verification of tire and product origin and cost of material described below.

PLEASE CHECK APPROPRIATE BOX:	☐ MANUFACTURER	☐ PRODUCT SUPPLIER/ VENDOR	☐ CONTRACTOR
MANUFACTURER, PRODUCT SUPPLIER/VENDOR, OR CONTRACTOR NAME:		PHONE:	FAX:
CONTACT NAME:		EMAIL:	
ADDRESS:		WEBSITE:	

Product Manufacturer, Supplier/Vendor, or Contractor (also referred to in this document as "Product Provider"): please provide the information requested below. This form must be signed by a representative of your company who is authorized to contractually bind your company and certify to the truth of the information provided.

Applicant/Grantee: please submit this form completed and signed by the Product Provider, as described in the adjacent boxes.

Specify Product Description and Material Type. Provide site name(s).	**Product Weight in lbs. (CA Waste Tires)**	**/ (divided)**	**Passenger Tire Equivalent (PTE) (Use 12 lbs. or 20 lbs.)**	**=**	**Number of Tires Diverted (In PTEs)**	**X**	**Cost Per Tire**	**=**	**Material Cost**
Mulch – Rubber – ABC Project	Example 115,500 lbs.	/	12 lbs. = 1 tire	=	9,625 PTEs	X	$ 3.79	=	$ 36,478
Mats – Rubber – DEF Playground	Example 90,000 lbs.	/	12 lbs.	=	7,500 PTEs	X	$ 3.79	=	$ 28,425
		/		=		X	$	=	$
Totals:	205,500	/	12 lbs.	=	17,125	X	$ 3.79	=	**$ 64,903**

For Price Quote or Modification: Under the laws of California, I certify under penalty of perjury that I am legally authorized to contractually bind and make the following representations on behalf of the above-named Product Provider, and pursuant to that authorization I further certify under penalty of perjury: 1) that all information provided herein is true and correct; 2) that the tire material in the Product(s) described above is from 100% California-generated waste tires; 3) that the waste tires were or will be processed and manufactured into a final product in California; and, 4) that the total amount of the "Material Cost" quote excludes the cost of truck tire buffings, if any.

For Payment Request: Under the laws of California: I certify under penalty of perjury that I am legally authorized to contractually bind and make the following representations on behalf of the above-named Product Provider, and pursuant to that authorization I further certify under penalty of perjury: 1) that all information provided herein is true and correct; 2) that the tire material in the Product(s) described above and sold to the above named Grantee is from 100% California-generated waste tires; 3) that the waste tires were processed and manufactured into a final product in California; 4) that the above named Grantee and CalRecycle can rely on this certification for purposes of incurring and reimbursing costs, respectively; 5) that the above-named Product Provider acknowledges that if the tire material in the Product(s) cannot be verified to be 100% California-generated waste tires and/or that the waste tires were not processed and manufactured into a final product in California, the Product Provider will be considered for placement on the CalRecycle Unreliable List (14 CRR § 17050 et seq.), in addition to any other action(s) the Grantee and/or CalRecycle may have against the Product Provider; and, 6) that the total amount of the "Material Cost" excludes the cost of truck tire buffings, if any.

Signature of Representative of the above named Product Provider:	Print Name:	Title:	Date:

Instructions:

1. Applicant/Grantee Name: Enter full legal name as it appears on the TDP Application or Grant Agreement Cover Sheet.

2. Grantee's Grant Number: Enter Grantee's grant number as shown on the TDP Grant Agreement Cover Sheet.

3. Price Quote, Modification Request, or Payment Request: Check the appropriate box to reflect the purpose of this document.

4. Final Report Supporting Documentation: The Product Manufacturer, Supplier/Vendor, or Contractor (Product Supplier) must attach documentation that verifies that the tire material in the Product(s) described above and sold to the Grantee is from 100% California-generated waste tires and that the waste 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: 1) a Certificate of Origin (completed by the Processor) or Bill of Lading(s) and 2) invoices, as applicable.

5. Multiple project site(s): For multiple project sites, list each individually and identify by site name. Utilize additional TDP Certification forms as needed.

6. Number of tires diverted: Convert the total number of tires diverted for this project into Passenger Tire Equivalents (PTEs). PTEs: if a TDP contains less than 30% (by weight) of the original fiber and steel that was in the whole tire, then use 12 lbs. to calculate the number of PTEs. If a TDP contains 30% or more (by weight) of the original fiber and steel that was in the whole tire, then use 20 lbs. to calculate the number of PTEs.

7. Cost per Tire: CalRecycle will reimburse Grantee up to a cap of $5 per tire diverted. The total cost can include shipping and tax not to exceed the $5 cap.

8. Material Cost: Use the formula to calculate the product material cost eligible for grant funding. Truck tire buffings may be used in the product/project but the cost associated with the buffings will not be reimbursed.

9. **Signature of Authorized Representative for Product Manufacturer, Supplier/Vendor, or Contractor (Product Provider)**: This form must be signed under penalty of perjury by a representative of the Manufacturer, Product Supplier/Vendor, or Contractor (Product Provider) who is authorized to contractually bind and certify on behalf of the Product Provider to the truth of the information and documentation provided.

Proposed Work Plan

Identify in phases each activity, task, subtask and timelines necessary to complete the proposed project(s). **The project must begin after the projected NTP date (see timeline) and completed by April 1, 2015.** See **PROPOSED WORK PLAN EXAMPLE** BELOW - for example purposes only.

PROPOSED WORK PLAN EXAMPLE

List the individual activities, tasks or subtasks, and timelines necessary to complete the project(s). **The timeframe must be within the grant term.**

Note: If additional space is needed, the Work Plan Task Form may be reproduced as necessary.

Pre-Installation Phase

Task #	Task Description	Product or Results	Timeframe (use dates)
1.	Develop & Advertise Contractor Bid Package	Playground Designer Secured	April – May 2013
2.	Design Project Site	Project Site Designed	June 2013

Installation Phase

Task #	Task Description	Product or Results	Timeframe (use dates)
3.	Site Preparation	Demolition & Curbing	July 2013
4.	Install Surfacing	Surfacing Installed	July – August 2013
5.	Monitor Project	Project Success	April 2013 – April 2015

Post-Installation Phase

Task #	Task Description	Product or Results	Timeframe (use dates)
6.	Hire Playground Inspector	Playground tested	August 2013
7.	Purchase & Install Signage	Signage Installed	September 2013
8.	Evaluate Project	Project Evaluation	March 2014
9.	Develop Final Report	Final Report	March – April 2015

APPLICANT'S AUTHORIZATION DOCUMENTS

Applicants must provide documentation authorizing the submittal of a grant application and related matters. For Applicants subject to a governing authority, the authorization must be in the form of a Resolution. Applicants who are not subject to a governing body must evidence their authority in a Letter of Commitment. The following provides information about and examples of these documents. It is the Applicant's responsibility to upload their required document to the Documents tab of GMSWeb.

Resolution Information

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

Applicants subject to a governing authority are required to submit a signed and dated authorizing Resolution as part of their application. If an Applicant cannot obtain their resolution prior to the application deadline, the Applicant may submit the document any time prior to the secondary due date of January 17, 2013. If the Applicant does not upload the Resolution by the secondary deadline, its application will be deemed incomplete and will be disqualified.

The following information, as appropriate, must be included in the Resolution:

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

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

CalRecycle staff can perform a courtesy review of a draft Resolution if you upload it with the submittal of your application. Draft Resolutions are not required. A final approved Resolution must be uploaded no later than the secondary due date of January 17, 2013.

Resolution Example

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the (**Title of Governing Body**) authorizes the submittal

of application(s) to CalRecycle for (choose one of the following options) 1) (names(s) of specific grants) or 2) all grants for which (**Name of Applicant**) is eligible. [Note: this provision is either/or; do not include both options]; and

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

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

Letter of Commitment Information

-for Applicants not subject to a governing body

Applicants, who are not subject to a governing body, are required to submit a Letter of Commitment (Letter). The Letter is valid only for this grant and grant cycle. The Letter must be on Applicant's official letterhead, dated and signed by a person with authority to contractually bind the Applicant. If the Applicant cannot upload the Letter prior to the application deadline, the Applicant may upload it any time prior to the secondary due date of January 17, 2013. If the Applicant does not meet the secondary due date, its application will be deemed incomplete and will be disqualified. The Letter with the original signature must be maintained in Applicant/Grantee grant file.

This letter must:

- authorize submittal of an application for the Tire Derived Product Grant Program.
- identify the job title of the person authorized to sign all grant-related documents necessary to secure grant funds and implement the approved grant project (Signature Authority); and
- authorize the Signature Authority to delegate this authority (*not required but encouraged*).

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

LETTER OF COMMITMENT EXAMPLE

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

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

Letter of Designation Information

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

The LOD must:

- be on the Applicant's official letterhead
- be dated after the effective date of the approved Resolution or Letter of Commitment
- identify the job title of the Designee
- identify the scope of the Designee's authority
- identify the period during which the Designee may exercise the authority. For Applicants submitting a Letter of Commitment, the Designee's authority is limited to this grant cycle.
- For Applicants submitting a Resolution, the Designee's authority may not extend beyond the effective date of the approved Resolution (for example, if the Resolution is effective until December 31, 2013, then the LOD may be effective only until December 31, 2013)
- it must be signed by the Signature Authority.

Letter of Designation Example

The following letter is for example purposes only. It must be customized according to whether Applicant's authority is based on a Resolution or a Letter of Commitment. Please consult with your attorney to determine the language most appropriate for the application.

Date

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

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

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

GRANT REVIEW AND AWARD PROCESS

GRANT APPLICATION REVIEW PROCESS

After the close of the application period, CalRecycle staff will review the applications for completeness and eligibility. Only complete applications will be considered for award.

GRANT AWARD PROCESS AND FUNDING

For qualifying applications, CalRecycle staff will develop funding recommendations for the consideration and approval of CalRecycle's Director, or her designee; this is tentatively scheduled for March 2013. Funding amounts will be determined pursuant to the calculation set forth in the ***ELIGIBLE COSTS*** section above. CalRecycle reserves the right to partially fund or fund individual phases of selected proposals, and with the Applicant's prior approval, CalRecycle may fund an amount less than requested.

Based on past grant cycles, it is expected that more grant funds will be requested than are available, therefore, an application ranking order has been implemented. Those Applicants who were awarded a TDP Grant in the previous three fiscal years, but either withdrew their grant or used less than 50 percent of their grant funding, will be considered only after all other eligible Applicants have been awarded. Additionally, the random selection process will be conducted and CalRecycle will allocate grant funds by lottery in rank order.

CalRecycle reserves the right to not award any grant funds under this cycle. Award of funding is contingent on the availability of funding.

GRANT AWARDS CONDITIONS

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

Failure to comply with either condition will disqualify the recommended Grantee from receiving funding.

CONDITION SUBSEQUENT

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

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

GRANT PROGRAM ADMINISTRATION

GRANT AGREEMENT

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

- Award letter
- Grant Agreement Cover Sheet (CalRecycle 110)
- Exhibit A – Terms and Conditions: contain CalRecycle standard legal requirements for Grants. *Note: See Fiscal Year 2012/13 Webpage (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/default.htm) to download the Terms & Conditions*
- Exhibit B – Procedures and Requirements: contain specific requirements for administering this Grant, including but not limited to project, reporting, and audit requirements *Note: See Fiscal Year 2012/13 Webpage (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/default.htm) to download a draft of the Proccdures & Requirements*

  Exhibit C - Grantee's Approved Application with revisions, if any, and any amendments*

  Exhibit D – Application Guidelines and Instructions

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

REPORTING PROCESS

Grantees are required to report on the progress of their Grant on an annual basis. The Final Report is due on April 1, 2015. Detailed reporting information is included in Procedures & Requirements – Exhibit B of the Grant Agreement.

PAYMENT REQUEST PROCESS

Eligible costs are authorized for reimbursement upon the Grant Manager's approval of the Payment Request, and other required documents, including but not limited to the Progress/Final Report. Payment Requests must include itemized documentation of claimed expenses (e.g., itemized receipts and proof of payment of invoices). Where more than one Payment Request is submitted, ten percent (10%) of each approved Payment Request amount will be retained by CalRecycle until the Grant Manager approves the Final Report, the Final Payment Request and all required supporting documentation.

Failure to submit these final documents by the deadline specified in the Procedures & Requirements or failure to receive the Grant Manager's approval of these documents by April 1, 2015, may result in the nonpayment of otherwise eligible costs. Detailed payment information is included in Procedures & Requirements – Exhibit B of the Grant Agreement. *See the TDP fiscal year 2012/13 webpage (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/default.htm).*

GRANT AGREEMENT PROVISIONS

Prior to submitting an application, Applicants should review the Terms and Conditions, Exhibit A, the Procedures and Requirements Exhibit B, as the provisions in these documents are non-negotiable and will be made a part of the Grant Agreement. Submittal of an application constitutes acceptance of all provisions in those documents, including the Audit Requirements and Waiver of Personal Jurisdiction set out below. To download the terms and conditions and procedures and requirements, See the TDP *fiscal year 2012/13 webpage (http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201213/default.htm).*

AUDIT REQUIREMENTS AND WAIVER OF PERSONAL JURISDICTION

1. Audit/Records Access. The Grantee agrees that CalRecycle, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after final payment or the end of the Grant Term, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute or audit,

whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

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