

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

EXHIBITS

- B. Grant Summary
- C. Implementation Schedule
- D. Budget
- E. Grantee Certification of Compliance

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

Exhibit B
GRANT SUMMARY

1. **Parameters:** This Grant shall be conducted in accordance with the following:

A. The Grantee will (Enter in the Goal(s) stated in the proposal, delete this wording).

The Grantee will accomplish this by: (List the Projects below, delete this wording).

1.	
2.	
3.	
4.	
5.	

B. The Grantee will determine the outcome achieved through the following data collection and evaluation methods: (List the collection and evaluation methods below, delete this wording).

1.	
2.	
3.	
4.	
5.	Identifying efforts to reduce greenhouse gas emissions, determining how efforts will be measured, tracking data and reporting the results in the final report.

C. The Grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center or processor.

D. The Grantee will ensure, if applicable, that it and/or other site operators are certified or registered by CalRecycle in the proper category and will provide the Grant Manager a copy of the certification certificate(s), upon request.

E. The Grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the status and final reports. A minimum of twelve (12) months data is required before submitting the final report.

2. **Grant Manager:** (Grant Manager Name Here) is the Grant Manager and CalRecycle's representative for this Agreement. All official communication from the Grantee to CalRecycle shall be directed to: (Grant Manger), 801 K Street, MS 17-01, Sacramento, CA 95814-3533; phone (916) (xxx-xxxx); fax (916) 322-8758; email: (xxx.xxx@CalRecycle.ca.gov).

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

3. **Status Reports:** Status reports shall be submitted to the Grant Manager, as detailed in the Implementation Schedule at Exhibit C. Status reports must be adequate to show compliance with the Agreement, detail all tasks performed and all identified outcomes, and justify all expenditures requested for reimbursement. CalRecycle reserves the right to require interim verbal or written progress reports to supplement the more formal status reports to ensure compliance with the Agreement and/or to support reimbursement of funds.

The first status report shall include, but is not limited to:

- A. Baseline data from which to evaluate the outcomes of all projects funded through this Agreement, when applicable.
- B. A statement of the tasks or milestones implemented to date and a report on the status of each.

Each subsequent status report shall include, but is not limited to:

- A. A statement of the tasks or milestones implemented during the reporting period and a summary on the status of each.
- B. If applicable, the volume of empty beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type) and revenues received for the California Refund Value (CRV) beverage containers.
- C. A discussion of all unanticipated problems or concerns and corrective actions taken.
- D. A statement of all data collection completed during the reporting period and findings to date.
- E. A description of all expenditures during the reporting period.
- F. A description of all changes made to the project during the reporting period with the approval of the Grant Manager and all additional changes identified.

3. **Final Report:** The Grantee shall submit a draft final report on or before the date listed in the Implementation Schedule at Exhibit C.

CalRecycle shall draft review comments and transmit them to the Grantee within ten (10) calendar days of receipt of the draft version of the final report. After incorporation of Department requested revisions, the Grantee shall submit to the Grant Manager one (1) camera-ready copy of the final report on or before the date listed in the Implementation Schedule at Exhibit C.

This report shall include, but is not limited to:

- A. Cover Page with Disclaimer Statement
- B. Table of Contents
- C. Summary of the Project

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

1. The goal that was identified to be achieved through implementation of the grant project and objectives identified to help reach that goal.
2. The baseline data collected prior to implementing the program.
3. The methodology for ongoing data collection and evaluation.

D. Total Cost of Program

1. A breakdown of actual expenditures for the project (i.e., administration, staff, equipment, operating costs, etc.) by project component (e.g., infrastructure, promotion, education, events, etc.) and the percentage of the overall project costs for each component.
2. A list of all funding sources for the project, the amount provided and the percentage each source is of the overall project.
3. A list and estimated dollar value of support from partnerships, volunteers, and in-kind services.
4. A statement whether funds received through this Agreement was a factor in obtaining additional funding and support for the project.

E. Implementation

1. A schedule of actual dates of project accomplishments (milestones).
2. A summary of the actual time expended on each phase of the project (i.e., planning, start-up, operation, evaluation, and until project became/becomes self-sustaining, if applicable).
3. A summary of special staffing needs.
4. A description of criteria for selecting equipment, actual effectiveness of chosen equipment, and recommended changes in equipment.
5. A statement of time elapsed before data was representative of a stable project.
6. A discussion of problems encountered and corrective actions taken.
7. A discussion of conditions unique to this project.

F. Tonnages and Revenues Generated (if applicable)

1. The volume of empty California Refund Value (CRV) beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type).
2. The volume of non-CRV materials collected by the project by material type (i.e., newsprint, corrugated, etc.).
3. The revenues received for the CRV beverage containers.
4. A description of how CRV revenues were expended.

G. Project Effectiveness

1. The outcomes achieved as a result of this project (e.g., percentage change in CRV volumes collected, change in knowledge and/or awareness level, etc.).

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

2. A comparison of the outcomes achieved to the goal established at the start of the project.
 3. Statistical data to support the outcomes.
 4. Volumes collected for 12 months.
 5. Reach and frequency for all promotional and/or educational components, if applicable.
 6. Outside influences that may have affected the outcomes achieved.
 7. Efforts resulting in the reduction of greenhouse gas emissions.
- H. Conclusions and Recommendations
1. Important findings and suggestions for improvement.
 2. Tips or modifications needed for other entities to replicate project.
- I. Project Sustainability
- A list and description of on-going expenses for this project.
- J. Photographs, Articles, Promotional/Educational Materials
- K. List of Subcontractors

Grantee acknowledges and agrees that CalRecycle shall not release final payment pursuant to this Agreement unless and until CalRecycle has received from the Grantee an annual report that complies with the above requirements and with other applicable requirements in this Agreement.

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
 Beverage Container Recycling Grant Program
 Grant Organization
 Grant Number

Exhibit D
BUDGET

PERSONNEL

	\$
	\$
	\$
Subtotal	\$

EQUIPMENT

	\$
	\$
	\$
	\$
	\$
	\$
Subtotal	\$

OPERATING EXPENSES

	\$
	\$
	\$
	\$
	\$
	\$
Subtotal	\$

TOTAL BUDGETED PROGRAM EXPENSES	\$
--	-----------

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

Exhibit E
GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. **Americans with Disabilities Act:** 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.)
2. **Nondiscrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of age, sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated, there under (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

3. **Recycling Certification:** CalRecycle has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase recycling bins, paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and annual reports required pursuant to this Agreement.
4. **Drug-Free Workplace Requirements:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The persons or organization'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. Every employee who works on the Agreement will:
 - 1. Receive a copy of the company's drug-free workplace policy statement; and
 - 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

- 5. **Labor Code/Workers Compensation:** Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement (Labor Code Section 3700).
- 6. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:
 - 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.
- 7. **Resolution of Support:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
Beverage Container Recycling Grant Program
Grant Organization
Grant Number

8. **Air or Water Pollution Violation:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a 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 (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
9. **Compliance with Other Laws, Including CEQA:** The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the Agreement.
10. **Use of State Funds to Assist, Promote or Deter Union Organizing:** Grantee shall not use state funds, including Grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.
11. **Payee Data Record Form (Std. 204):** This form must be completed by all contractors and Grantees that are not another state agency or governmental entity.