

MEMO

Discussion/Action Item # 16



Meeting Date: October 17, 2022

To: Board of Directors
From: Director of Engineering and Compliance, Guy R. Petraborg
Approved by: General Manager, Felipe Melchor

Subject: Authorize the General Manager to Execute CalRecycle's ORG6-22-0002 Grant Agreement for CASP Composting Project Subject to Concurrence to Form by ReGen's Legal Counsel

Recommendation

That the Board authorize the General Manager to execute CalRecycle's ORG6-22-0002 Grant Agreement for CASP Composting Project Subject to Concurrence to Form by ReGen's Legal Counsel.

Background

On December 5, 2018, the ReGen (MRWMD) filed a Grant Application with the Department of Resources Recycling and Recovery (CalRecycle) as part of the fourth cycle of the Organics Grant Program (ORG4) - FY2019-20. The Grant Application was submitted with ReGen as the Lead Applicant, the Keith Day Company as a Participant, and TetraTech as Administration Assistant. ReGen's application was seeking a \$3 million grant as part of a \$5.5 million (2018 cost basis) Covered Aerated Static Pile (CASP) Compost Project. The grant funds would be used for project administration, design, permitting, equipment procurement, and construction of site improvements to convert the existing windrow compost facility to a CASP compost facility. The CASP operations process is an advance method of composting that reduces emissions to the environment while more directly controlling the biodegradation process through instrumentation monitoring and controlled air movement. The grant project includes site improvements such as modifications to the surface conditions, modifications to the Class II Impoundment (aka Contact Water Pond), air moving equipment and foundations, materials separation and sorting equipment, and utility upgrades.

CalRecycle administers the Organics Grant Program pursuant to Public Resource Code section 42999. The purpose of this competitive grant program is to lower overall greenhouse gas emissions by expanding existing capacity or establishing new facilities in California to reduce the amount of California-generated green materials, food materials, and/or Alternative Daily Cover (referred to as "ADC") being sent to landfills for disposal. This grant program is part of California Climate Investments, a statewide program that puts billions of cap-and-trade dollars to work to: reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. The California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more.

Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

831-384-5313 PHONE
831-384-3567 FAX

Web / Social

ReGenMonterey.org
@ReGenMonterey

Let's not waste this.



In late 2019-early 2020, CalRecycle requested ReGen to provide a status report and update on the CASP Compost project. ReGen provided an updated status report and a revised cost estimate (\$7 million 2020 cost basis). In March 2020, ReGen was informed by CalRecycle that our grant application had received a passing score for the Organic Grant Program (Cycle 4) and that CalRecycle was unable to fund our grant proposal due to limited grant funds at that time. In September 2021, ReGen was informed that CalRecycle would be able to fund additional passing applicants during a fifth (5th) cycle of funding for FY21-22 and possibly other passing applicants during a sixth (6th) cycle of funding for FY 22-23. On February 15, 2022, CalRecycle held a public hearing and approved both Cycle 5 and Cycle 6 grants for ORG4 approved applications. CalRecycle informed us that ReGen’s ORG4 grant application had been approved for a \$3 million grant award as part of the sixth cycle (ORG6) of funding for the FY22-23 (refer to the table below). It was further defined that the CalRecycle ORG6 funding was contingent upon being included in the state’s approved FY 22-23 budget. On June 30, 2022, California’s governor signed the state’s FY 22-23 budget which included the funding for the ORG6 grant applications previously approved by CalRecycle in February 2022.

pages to explain CP

CalRecycle

Organics Recycling Grants

Grantee (County)	Project Type	Amount
City of Napa (Napa Co.)	Compost	\$1.5M
City of Riverside (Riverside Co.)	AD	\$3M
City of Sunnyvale (Santa Clara Co.)	Compost/AD	\$3M
Crown Recycling Services (Los Angeles Co.)	Compost	\$3M
Inland Empire Resource Recovery (San Bernardino Co.)	AD	\$3M
Innovative Waste Control (Los Angeles Co.)	Compost	\$1.8M
Mid Valley Recycling (Fresno Co.)	Compost	\$1M
Monterey Regional WM District (Monterey Co.)	Compost	\$3M
Orange County	Compost	\$3M
Otay Landfill (San Diego Co.)	Compost	\$3M
Rialto Bionergy (Fresno Co.)	AD	\$3M
Zanker Rd. Resource Mgmt. (Santa Clara Co.)	Compost	\$3M
Total		\$31.3M



Discussion

On October 13, 2022, CalRecycle delivered the ORG6-22-0002 Grant Agreement documents to ReGen for the award of \$3 million dollars for the CASP Compost project. The project is summarized as follows: ReGen (aka MRWMD), and its composting site operator, the Keith Day Company, proposes to convert the existing, fully permitted mixed waste windrow composting site located at the Monterey Peninsula Landfill property to a modern covered aerated static pile system to be designed by Tetra Tech in accordance with local, state, and federal regulations and standards of the engineering practice. By streamlining the composting process, ReGen and the operator will be able to increase the throughput of green materials (aka Yard Waste) as well as source separated food materials from residential, commercial, and agricultural sources from communities in and around Monterey County. In addition to moving away from diesel-powered equipment and its accompanying air emissions, the CASP Compost project will reduce volatile organic compounds, ammonia, and particulate emissions (dust) from the composting process. The CASP Compost process also improves the containment and mitigation of odors that are naturally present in the materials delivered to ReGen and in the decomposition process of those organic materials. Less emissions translates to less odor transmission as the odor compounds are attached to the volatile compounds that would otherwise be emitted had there not been a covered pile system. The project will also allow ReGen to expand its partnership with Social Vocational Services, an entity that provides employment and training for individuals with disabilities.

The proposed CASP Compost facility will utilize the existing feedstock sources currently accepted at the site and additional sources based on increased residential and commercial organic waste diversion practices of the municipalities in response to the requirement of SB1383 that went into effect on 1/1/2022 at a 50% diversion requirement (2014 Baseline basis) and will become a 75% diversion requirement (2014 Baseline basis) on 1/1/2025. ReGen's forecasted increase in organic waste diverted from landfilling are associated with the expectation that all municipalities in the tri-county area will comply with SB1383 by reducing food waste generation and by increasing diversion of food scraps in residential or commercial organic collection programs conducted for those municipalities.

While the grant funds are assigned for equipment purchases, the required 'match funds' to be provided by ReGen for the project will be used for administrative, design, permitting, bidding, and construction activities. The permitting will include, but will not be limited to, revising the existing Air Permit (separately underdevelopment at this time) where emission reduction credits (ERC's) are anticipated due to reduction in volatile organic compounds, ammonia, and particulate emissions (dust) from the CASP composting process compared to the existing windrow composting process. A California Environmental Quality Act review will also be completed as part of modifying the existing compost operation to a CASP operation. However, the CEQA Review will likely result in either a 'Non-Applicability' or 'Negative Declaration' finding as there are no changes to the magnitude/capacity of the existing approved composting operation to the proposed CASP composting operation and the CASP process will reduce emissions from that of the windrow process.



Financial Impact

There is a financial impact associated with signing on to CalRecycle's ORG6-22-0002 Grant Agreement to be eligible to receive the \$3 million grant award funds. ReGen will be required to fund the entire project (\$7 million 2020 cost basis) and seek reimbursement for the grant funds after incurring the capital expenditures. The CASP Compost project funding will be required over three fiscal years (current fiscal year and the next two fiscal years) as the grant term ends on April 1, 2025. The funding will be obtained from excess cash, or the capital infrastructure reserves in accordance with the Reserve Policy, or a combination of both. However, by participating in the ORG6 Grant, ReGen will be able to complete a much-desired improvement to the composting process with approximately 40% - 50% of the project funding being provided by the State of California.

There is \$500,000 in capital funds for the CASP Compost project in ReGen's approved FY 22-23 budget. That amount of funding is likely more than can be used in the remainder of the fiscal year (given that initial project activities are limited to design and permitting endeavors only). Should the Board accept the ORG6-22-0002 Grant Award of \$3 million and approve the CASP Compost project, a preliminary design (~60% level) will be completed first in order to confirm the scope of improvements and to update the project cost estimate for that scope and in a 2023 dollar cost basis context. The updated cost estimate will be utilized in the Preliminary Draft FY 23-24 Budget process anticipated next year for the Board's further review of the project.

Conclusion

Given i) the Board's original approval in 2018 to submit the ORG4 grant application for CASP Composting, ii) ReGen's continued desire to improve organics processing efficiency and reduce emissions at the same time, and iii) ReGen's strategic plan to continue to innovate its operations in the interest of the Community and Environment, staff requests that the Board authorize the General Manager to execute CalRecycle's ORG6-22-0002 Grant Agreement for CASP Composting Project Subject to Concurrence to Form by ReGen's Legal Counsel.

Attachments:

- A – ORG6 Grant Agreement Cover Sheet
- B - ORG6 Grant Exhibit A – Terms and Conditions
- C – ORG6 Grant Exhibit B – Procedures and Requirements
- D – ORG6 Grant Exhibit C – Application

Grant Agreement Cover Sheet

Grant Number
ORG6-22-0002
Name of Grant Program
2022-23 Organics Grant Program
Grantee Name
Monterey Regional Waste Management District
Taxpayer's Federal Employer Identification Number
94-1603769
Total Grant not to Exceed
\$3,000,000.00
Start of Grant Term
Notice to Proceed Email Date
End of Grant Term
April 01, 2025

The Department of Resources Recycling and Recovery (CalRecycle) and Monterey Regional Waste Management 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

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, the parties hereto have executed this Agreement as of the dates entered below.

Department/Grantor Name	Grantee Name
CalRecycle	Monterey Regional Waste Management District
Signature of CalRecycle's Authorized Signatory	Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation)
X	
Printed Name of CalRecycle's Authorized Signatory	Printed Name of Grantee's Authorized Signatory
Brandy Hunt	
Title	Title
Deputy Director, CalRecycle	
Date	Date

Grantee Payment Address
Monterey Regional Waste Management District P.O. Box 1670 Marina, CA 93933-1670

Revised Grantee Payment Address (if needed)

Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
\$3,000,000.00		\$3,000,000.00
Grant Year/Program	Chapter	Statute Year
2022-23 Organics Grant Program	43	2022
Org Code	Reference	Fund
3970	101	0001
Enactment Year	Fiscal Year	Fund Title
2022	2022-23	General

Fi\$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39707850	3700000702	5432000

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 Budget Office	Date

Exhibit A

Terms and Conditions

Organics Grant Program Fiscal Year 2022–23

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

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

Air or Water Pollution Violation

The grantee shall not be:

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

Amendment

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

Americans with Disabilities Act

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

Assignment, Successors, and Assigns

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

Audit/Records Access

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

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

Authorized Representative

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

Availability of Funds

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

Bankruptcy/Declaration of Fiscal Emergency Notification

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

Charter Cities

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

Child Support Compliance Act

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

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

Communications

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

Compliance

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

Conflict of Interest

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

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

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

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

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

Contractors/Subcontractors

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

Copyrights

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

Corporation Qualified to do Business in California

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

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's

Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

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

Discretionary Termination

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

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

Disputes

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

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

Drug-Free Workplace Certification

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

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

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

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

Effectiveness of Agreement

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

Entire Agreement

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

Environmental Justice

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

Expatriate Corporations

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

Failure to Perform as Required by this Agreement

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

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

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

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

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

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

Force Majeure

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

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

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

Generally Accepted Accounting Principles

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

Grant Manager

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

Grantee Accountability

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

Grantee's Indemnification and Defense of the State

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

Grantee's Name Change

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

In Case of Emergency

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

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies, including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this

Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

National Labor Relations Board Certification

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

No Agency Relationship Created/Independent Capacity

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

No Waiver of Rights

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

consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

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

Order of Precedence

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

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

Ownership of Drawings, Plans, and Specifications

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

Payment

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

specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.

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

Personal Jurisdiction

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

Personnel Costs

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

Real and Personal Property Acquired with Grant Funds

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

which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

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

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

Recycled-Content Paper

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

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in

the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

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

Reimbursement Limitations

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

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

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle’s Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

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

Self-Dealing and Arm’s Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm’s-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, “arm’s-length transactions” are those in which both parties are on equal footing and fair

market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

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

Site Access

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

Stop Work Notice

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

Termination for Cause

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

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

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

Union Organizing

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

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

Venue/Choice of Law

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

Waiver of Claims and Recourse against the State

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

Work Products

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

Workers' Compensation/Labor Code

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



June 2022

Department of Resources Recycling and Recovery

Exhibit B

Procedures and Requirements Organics Grant Program

6th Cycle (ORG6) Fiscal Years 2022–23

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

Table of Contents

Exhibit B.....	1
Procedures and Requirements Organics Grant Program.....	1
Introduction.....	2
Milestones	3
Grants Management System (GMS).....	3
Accessing the Grant.....	3
Contact Updates	4
Prior to Commencing Work.....	4
Reliable Contractor Declaration	4
Facilities on Non-Owned Property.....	4
Grant Term	5
Project Requirements.....	5
California Environmental Quality Act Compliance	5
Eligible Costs	5
Ineligible Costs.....	6
Modifications	7
Acknowledgements	7
Reporting Requirements	7
Electronic and Original Signatures	8
Progress Report.....	8
Critical Project Review	11
Final Report	12
Grant Payment Information	12
Annual Survey.....	14
Audit Considerations	15

Introduction

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

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

Milestones

Notice to Proceed Date: Grant Term Begins on the date that CalRecycle emails the Notice to Proceed.

December 15, 2022: Progress Report Due

March 15, 2023: Progress Report Due

June 15, 2023: Progress Report Due

September 15, 2023: Progress Report Due

December 15, 2023: Progress Report Due

March 15, 2024: Progress Report Due

June 17, 2024: Progress Report Due

September 16, 2024: Progress Report Due

December 16, 2024: Progress Report Due

April 1, 2025: Final Report and Final Payment Request Due

April 1, 2025: Grant Term End

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

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

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

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

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

Prior to Commencing Work

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

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

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

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

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

For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

Facilities on Non-Owned Property

A grantee that wants to establish facilities or expand existing facilities on property not owned by the grantee must prove a legally binding, long-term commitment. The

application must clearly state the ownership or leasehold interests of the parties. A copy of any agreement between the grantee and private owner must have been uploaded in the application.

If a grantee is planning to lease buildings for any part of their submitted project, the lease must meet the requirements for developing a permanent facility on privately owned property (e.g., a long-term lease evidencing a commitment to utilize the facility for the purpose set forth in the grant; a commitment to utilize the facility as described in the application for the life of the facility

Grant Term

The Grant Term begins on the date of the Notice to Proceed (NTP) email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on April 1, 2025. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the NTP date or after the end date are not eligible for reimbursement.

The Final Report and final Payment Request are due on April 1, 2025. CalRecycle recommends reserving the period from March 1, 2025, to March 31, 2025 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier.

Project Requirements

Projects must be located in California and result in permanent, annual, and measurable:

1. Reductions in Greenhouse Gas (GHG) emissions compared to existing practice of landfilling of California-generated green or food materials; **and**
2. Increases in quantity (tons) of California-generated green materials or food materials, newly diverted from landfill disposal or alternative daily cover (ADC) use, **and** composted or digested.

For purposes of this program, “newly diverted” means the tons of materials that are currently being landfilled or used as ADC that will instead be diverted as a result of this project.

California Environmental Quality Act Compliance

Applicants shall complete all California Environmental Quality Act (CEQA) requirements for their project within three (3) months of the notice of award. The NTP will not be issued to the grantee until CalRecycle has received notice of completion of all CEQA requirements from the lead agency. Failure to complete CEQA or failure to notify CalRecycle of such completion within the three-month timeframe may result in a termination of the award.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts when the grantee receives a Notice to Proceed from CalRecycle and ends on April 1, 2025. (See “Grant Term” for additional information). All grant expenditures must be for activities,

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

Indirect Costs

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

- **Total indirect costs shall not exceed five percent of the total grant award.** These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries (management not directly working on the grant project) are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.
- Personnel costs associated with supervision performed by managers and supervisors are considered indirect costs. However, if a manager or supervisor performs an activity that is directly related to the execution of the grant (not supervising staff working on the project), costs associated with this activity may be included as a direct charge. Such activity must be clearly supported by appropriate documentation and shall not be charged to the grant as an indirect cost.
- The grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by CalRecycle.

Ineligible Costs

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

- Costs incurred prior to the date that CalRecycle sends the Notice to Proceed email or after Grant Term end date.
- The purchase of retrofitting of vehicles or containers for collection of feedstock.
- Collection/delivery/purchase of organic (i.e., green materials, food materials or ADC) feedstock.
- Food dehydrators and liquefiers unless the dehydrated or liquefied material is subsequently digested or composted. These projects must result in increased tons of California-generated food materials diverted from landfills.
- Combined costs for permitting, public education/outreach, indirect costs, and salaries not related to construction or installation exceeding five percent of the total amount requested.
- Design and engineering costs exceeding five percent of total amount requested.
- Costs currently covered by another CalRecycle loan, grant, or contract, or covered by a grant or contract offered by another state agency.
- Environmental review for project permitting, including the preparation of

- Environmental Impact Reports or related documents.
- Purchase, rent, or lease of land or buildings.
- Purchase of buildings that are not associated with the processing of materials.
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Purchases of offsets or allowances.
- Costs deemed unreasonable or not related to the grant project by the Grant Manager.
- Costs associated with the purchase of equipment and supplies that will not be under the direct control of a grantee.
- Costs associated with food waste prevention/rescue partnerships.

Modifications

The grantee must submit any proposed revision(s) to the Work Plan and/or Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked on the Work Plan and/or Budget and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the grant manager will upload the final revised Work Plan and/or Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Contact your grant manager for the CalRecycle logo.

Publicity and Education

The following publicity-related materials and items require pre-approval from the Grant Manager prior to incurring the expense. Public service announcements require acknowledgements to CalRecycle that include publicity and education and outreach such as, but not limited to, the following:

- Brochures and pamphlets
- Fliers and posters
- All television, radio, video, and social media scripts
- Other outreach

Reporting Requirements

The Grant Agreement requires Progress Reports and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due

date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

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

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

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, 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. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method are considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

The grantee must submit a **Progress Report** by the due dates in the **Milestones section (see “Milestones” for list of Progress Report due dates)**. This report should cover grant activities that occurred during the previous quarter. The report should include the following:

1. **General Information**

The Grant Number, Grantee’s name, and reporting period. The following disclaimer must appear on the cover page of the report:

“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information

contained in the succeeding text.”

2. **Description**

A description of work completed, arranged according to tasks and expenditure categories as shown in the Work Plan. Responses to the following questions should be included:

- Did you accomplish all of the tasks and activities which were scheduled to be completed in this quarterly reporting period according to the Work Plan? If not, what was not accomplished, why, and how will you complete the delayed tasks and activities to make up the lost time? Include any permitting issues and local opposition.
- A brief description of work that will be conducted during the subsequent quarterly reporting period. If necessary, discuss any adjustments to the Work Plan that you may be requesting as a result of the evaluation process.
- Document any issues or challenges that will prevent the project from meeting the goals in the Work Plan.

3. **Performance Data**

Provide both qualitative and quantitative data from the previous quarterly reporting period in a format approved by your CalRecycle Grant Manager. The report must include how your project contributed to increased GHG emission reductions, tons diverted from landfills, and all benefits to AB 1550 communities. This will include a Performance Table which CalRecycle will provide to enter quantitative data. Reported outcomes must include all of the following:

- **California tons of organic waste material newly diverted from landfills**

Grantees must report the tons diverted that occurred in the previous quarter as a result of the project.

- Provide documentation that the project is utilizing feedstock generated in California which was previously disposed in landfills. This includes contracts, franchise agreements, or other verifiable documentation.
 - This documentation must demonstrate reduced tonnages of disposal that are a direct result of increased feedstocks for the project. Documentation may include weight receipts from certified scales, reports from haulers indicating feedstock tonnage and sources, pictures of incoming feedstock, and/or landfill receipts.
 - Discuss whether the current annualized throughput is sufficient to achieve the tons per year goals cited in the grant application. If not, discuss the specific steps which the grantee will take to increase throughput to those levels and the dates by which these steps will occur.
- The gross tons of organic materials processed for the quarter, using feedstock described above.
- The total tons of residual material (contaminants separated from the delivered feedstock) sent to the landfill or not used in the manufacturing of the finished product.
- The quantity of products produced, (e.g., tons of compost, standard

- cubic foot of biogas, gallons of biodiesel).
 - The quantity of ancillary products produced and their fate.
 - If the project is anaerobic digestion, report on the tons and/or gallons of solid and/or liquid digestate produced, and its use. If digestate is sent to composting, provide weight receipts indicating where and how much digestate was composted.
 - If the project is composting, and mulch, biomass fuel, or ADC is also being produced, provide weight tickets or other proof indicating where and how many tons of these products were sold.
- **AB 1550 Community Benefits**

Grantees must report benefits to communities that occurred in the previous quarter as a result of the project. Identify any progress on new grant funded jobs created.

 - Jobs
 - Total number of jobs and the associated job classification/trade.
 - Number of project work hours for each job provided.
 - Job education and experience required to perform the activities undertaken by this job.
 - Average hourly wage for each job classification/trade.
 - Description of the quality of the jobs provided including employer-paid health insurance, paid leave, and retirement plan. Jobs provided to priority populations, if applicable
 - Number of jobs provided to priority populations and the associated job classification/trade.
 - Number of project work hours for each job provided to priority populations and the associated census tract numbers.
 - Average hourly wage for priority populations for each job classification/trade.
 - Identify the formal targeted hiring strategies used to direct opportunities to priority populations.
 - Job training
 - Total number of people that completed job training and the associated job training classification/trade; and
 - The type of credentials earned (e.g. certifications, licenses, degrees).
 - Job training provided to priority populations, if applicable
 - Number of people in priority populations that completed job training and the associated job training classification/trade; and
 - The type of credentials earned (e.g. certifications, licenses, degrees).
 - If this project provides other benefits to a community, please discuss the types of benefits provided, the specific communities served, and your method for quantifying these benefits. Describe

how the project benefits have addressed the community's need.

- For projects with a Community Benefits Agreement, please provide a status update on activities or items that were committed to in the agreement.
- Describe how you have engaged the community within a half mile radius of the facility project and along project truck routes, if applicable. Summarize the results of your outreach.
- Describe any mitigation measures taken to address any negative impacts of the project.

4. **Performance Table**

CalRecycle will provide a Performance Table for quantitative data related to diverted tons, GHG emission reductions, community benefits, including benefits to priority populations, and other grant performance data within the prior quarter. CalRecycle will develop a Performance Table for each grantee based on information submitted in the application, and work with the grantee to customize the table to meet quantitative reporting needs. The Performance Table will be finalized towards the beginning of the Grant Term and must be submitted in conjunction with each Progress Report to track quantitative data. The quantitative data includes, but is not limited to, feedstock type and quantity, GHG emissions reduced, quantity of end product, and AB 1550 community benefits. The quantitative data captured in the Performance Table is designed to support the qualitative claims being made in each Progress Report. The data captured in the Performance Table should be accurate and should not be estimated.

5. **Feedstock Certification Form (CalRecycle 778-GHG)**

The Feedstock Certification form must be submitted in conjunction with the Performance Table. The documented tonnage in the Performance Table should match the documented tonnage in the Feedstock Certification form(s). It is the grantee's responsibility to ensure that the form(s) are accurate and complete for each processor, contractor, or hauler who has provided feedstock for the grant project. The form must be signed by the processor, contractor, or hauler, as well as the grantee's Signature Authority.

6. **Pictures**

Provide digital images showing the progress of the grant project during the previous quarter. Photographs should be in PDF, JPG, or PNG format.

Note: If reimbursement is desired, refer to the "Payment Request and Documentation" section for additional details.

CalRecycle staff may amend Performance Table and Progress Report questions and categories as needed. CalRecycle staff may schedule site visit(s) to verify any of the information submitted in the progress report. Grantee must agree to accommodate site visit requests within 10 working days after the request is made.

Critical Project Review

A Critical Project Review may be scheduled by the Grant Manager during the Grant Term. The review may be conducted via phone call or meeting. This review will cover activities **from the date of Grant Agreement execution to the date of the review**. During this review, the grantee will discuss the progress made on tasks included in the Work Plan and Budget. If the project has not started construction one year after award,

CalRecycle may terminate the agreement.

The Grant Manager may schedule subsequent Critical Project Reviews at any time during the Grant Term. If it is determined by CalRecycle from the Critical Project Review that, at any time, the grant project is not meeting, and is unlikely to meet, certain milestones, CalRecycle shall have the right to terminate the Grant Agreement pursuant to the Terms and Conditions (Exhibit A) of the Grant Agreement. If the grant is terminated and has incurred any costs during the term, the grantee may be required by CalRecycle to return any previously reimbursed funds. Termination may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Final Report

The Final Report is due **April 1, 2025**. This report should cover grant activities **from the Notice to Proceed through February 28, 2025**. The grantee must include the following items in the Final Report:

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

Grant Payment Information

- Payment to the grantee for eligible grant expenses is made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
- The grantee may request reimbursement quarterly during the Grant Term. In conjunction with submission of a Progress Report and in conjunction with the Final Report.
- The grantee must submit the required Progress Report/Final Report prior to, or concurrent with, submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report.
- The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
- CalRecycle will make grant payments to only the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
- Cooperative Agreement Reimbursement: Lead Participants (Lead) for Cooperative agreements are responsible for reimbursing all Non-Lead Participants. When and if the Non-Lead Participant(s) submits an invoice to the Lead, the Lead pays the Non-Lead Participant, in full, directly. The Lead then requests reimbursement from CalRecycle. CalRecycle can only reimburse invoices received from the Lead directly, not from the Non-Lead Participant(s).
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including

submission and Grant Manager approval of the Progress and Final Reports, have been satisfied.

- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See the "Reliable Contractor Declaration" section in Terms and Conditions (Exhibit A) for more information.

Payment Request and Documentation

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

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
 - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
 - a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

- **Grant Payment Request form** (CalRecycle 87)
 - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.
 - **Note:** A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

- **Cost and Payment Documentation**
 - Acceptable cost and payment documentation must include at least one of each of the following.
 - Invoices, receipts, or purchase orders must include the vendor’s name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
 - Proof of payment may include:
 - copy of cancelled check(s) that shows an endorsement from the banking institution
 - invoice(s) showing a zero balance, or stamped “paid” with a check number, date paid, and initials
 - accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
 - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
 - copy of an electronic funds transfer confirmation
 - copy of a credit card statement(s)
 - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.
- **Expenditure Itemization Summary (EIS)** (CalRecycle 777). All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s approved Budget and Work Plan.
 - Each EIS must be accompanied by supporting documentation for each line item expense
- **Personnel Expenditure Summary** (CalRecycle 165 or grantee’s version). Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your Grant Manager).
- **Travel Expense Log Form** (CalRecycle 246 or grantee’s version). Document costs related to travel and include supporting documentation.

All forms listed above are available from the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

Annual Survey

Post-Grant Term Annual Surveys shall be requested by CalRecycle to verify continuous progress of projects funded by the Organics Grant Program. The grantee may be asked to complete and submit an Annual Survey for the Organics Grant Program every year for three years after the end of Grant Term, based on the schedule below.

Grantees that do not comply with the submission of requested Annual Surveys may be subject to exclusion of future grant award consideration. You will be notified via email

once the annual online survey is available.

Survey Dates and Survey Periods:

June 30, 2026 (End of Grant Term – June 30, 2026)

June 30, 2027 (July 1, 2026 – June 30, 2027)

June 30, 2028 (July 1, 2027 – June 30, 2028)

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

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



Application

Generated By: Sinan Dunlap

Application Information

Applicant: Monterey Regional Waste Management District

Cycle Name: Organics Grant Program

Cycle Code: ORG6

Grant ID: 23020

Application Due Date: 12/15/2019

Secondary Due Date:

Grant Funds Requested: \$3,000,000.00

Matching Funds: \$0.00 (if applicable)

Awarded Funds: \$3,000,000.00

Project Summary: CalRecycle has edited the following summary to reflect the approved grant project: Monterey Regional Waste Management District, and its composting site operator, the Keith Day Company, proposes to convert the existing, fully permitted mixed waste composting site located at the Monterey Peninsula Landfill to a modern aerated static pile system designed by Tetra Tech. By streamlining the composting process, the district will be able to increase throughput of source separated food materials from commercial and agricultural sources, as well as green materials generated by curbside and commercial pickup in the Monterey region. In addition to moving away from diesel-powered equipment and its accompanying air emissions, the project will reduce volatile organic compounds, ammonia and particulate emissions from the composting process. The project will also allow Monterey Regional Waste Management District to expand its partnership with Social Vocational Services, an entity that provides employment and training for individuals with disabilities.

Applicant/Participant

Name: Keith Day Company, Inc.

Lead:

Federal Tax ID: 710993551

Jurisdiction: Monterey

County: Monterey

Name: Monterey Regional Waste Management District

Lead: X

Federal Tax ID: 94-1603769

Jurisdiction: Monterey

County: Monterey

Contacts

		Prime	Second	Auth	CnsIt
Alex Newell	Title: Project Manager				X
Organics 7600 Dublin Blvd Dublin, CA 94568	Phone: 9252411075 Fax: Email: alex.newell@tetrattech.com				
Guy Petraborg	Title: Director of Engineering & Compliance - D		X		
Monterey Regional Waste Management Distr 14201 Del Monte Boulevard Monterey County, CA 93993	Phone: 8312646385 Fax: 8313843567 Email: gpetraborg@mrwmd.org				
Keith Day	Title: Owner			X	
1091 Madison Lane Salinas, CA 93907	Phone: 8317710126 Fax: Email: kday@keithdaycompany.com				
Felipe Melchor	Title: General Manager				X
Monterey Regional Waste Management Distr 14201 Del Monte Boulevard Monterey County, CA 93993	Phone: 8312646915 Fax: Email: FMelchor@regenmonterey.org				

Budget

Category Name	Amount
Admin Costs	\$0.00
Construction/Application	\$0.00
Equipment	\$2,857,500.00
Materials	\$142,500.00
Personnel	\$0.00

Site Information**Monterey Regional Waste Management District**

14201 Del Monte Boulevard
Monterey County, CA 93993

Site Type: Composting Facility
County: Monterey
Budget Amount: 3000000.0000

Documents	Document Title	Received Date
-----------	----------------	---------------

Required

Application Certification	Application Certification	12/5/2019
Baseline Flow Chart	Organic Baseline Material Flow Chart	12/4/2019
Budget	Budget Spreadsheet	12/4/2019
CARB Benefits Calculator Tool Spreadsheet	CARB Benefits Calculator Tool Spreadsheet	12/4/2019
Community Benefits Agreement	Community Benefits Agreement	12/4/2019
Community Benefits Agreement	Atlantic Little League Community Support Thank You Letter	12/4/2019
Community Benefits Agreement	Central Coast Youth Baseball League Community Support Thank You Letter	12/4/2019
Community Benefits Agreement	Dr. Loya Elementary School Community Support Thank you Letter	12/4/2019
Community Benefits Agreement	Ferrasci Park Little League Community Support Thank You Letter	12/4/2019
Community Benefits Agreement	Hartnell College Farm Community Support Thank You Letter	12/4/2019
Community Benefits Worksheet	Community Benefits Worksheet	12/5/2019
Draft Resolution		
EPPP Notification		
Feedstock Certification/Feedstock Letter	Feedstock Certification Form	11/19/2019
Feedstock Certification/Feedstock Letter	OB Trucking Feedstock Certificaiton Form	12/2/2019
Joint Powers Agreement		
Lease Agreement		
Letter of Authorization/Resolution	Keith Day company, Inc. Letter of Authorization	12/5/2019
Letter of Designation		
Letter of Support		
Narrative Proposal	Narrative Document	12/5/2019
Narrative Proposal	Supplemental Narrative Proposal Monterey Regional Waste Management District	1/3/2020
Narrative Proposal	Supplemental Narrative Proposal - Misc docs	1/3/2020
Net Tons of Newly Diverted Organic Material Composted or Digested	Net Tons of Newly Diverted Organic Material Composted	12/4/2019
Permits	Permit Document	12/4/2019
Permits Supporting Documents	Existing RSCI and OIMP	11/18/2019
Permits Supporting Documents	WDR Site Technical Report	11/18/2019

Permits Supporting Documents	Correspondence with Monterey County	11/18/2019
Permits Supporting Documents	Solid Waste Facility Permit	11/21/2019
Permits Supporting Documents	Screening Plant PTO	12/2/2019
Permits Supporting Documents	Portable Grinder PTO	12/2/2019
Permits Supporting Documents	Trommel Screen PTO	12/2/2019
Permits Supporting Documents	CEQA Notice of Determination	12/2/2019
Permits Supporting Documents	Conditional Use Permit Ammendment	12/2/2019
Permits Supporting Documents	Trommel Screener PTO	12/2/2019
Permits Supporting Documents	ATC/PTO Application for Trommel Rotary Screen	12/2/2019
Permits Supporting Documents	Facility 5-Year Permit review	12/2/2019
Permits Supporting Documents	Air Permit Application Email From MBARD	12/2/2019
Projected Flow Chart	Projected Material and Business flow Chart	12/4/2019
Resolution - Lead Participant		
Resolution/Letter of Commitment	MRWMD Letter of Commitment	12/5/2019
Resolution/Letter of Commitment	Letter of Commitment	12/12/2019
Resolution/Letter of Commitment	Letter of Commitment - Corrected	10/6/2022
Resumes	Resumes	11/13/2019
Supplemental Business Information		
Work Plan	Work Plan	12/4/2019

Resolution

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

- Applicant acknowledges that it does not have a governing body and that a Letter of Commitment is uploaded in the application. The Letter of Commitment (letter bearing applicant's letterhead) must be signed by a person with authority to contractually bind applicant, which authorizes submittal of the application and designates the signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

EPPP

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

- Yes, our organization has an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

- No. Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this grant application.

Are you applying for a loan from the Greenhouse Gas Reduction Revolving Loan Program?

(Yes) (x No)

Applicant requested AND received permission from CalRecycle to submit an alternative methodology to calculate the project's greenhouse gas emission reductions. See "Alternative Methodology Request and Process" in the Application Guidelines and Instructions for more information.

- No. Alternative methodology is not needed. Applicant is using the CARB Benefits Calculator Tool.

Does the applicant qualify for the rural funding priority? Applicants eligible for funding priority must have projects sited in rural counties and which serve, at least in part, rural communities. See Application Guidelines and Instructions for rural definition.

(Yes) (x No)

Does the lead applicant or participant own or lease the property in which grant funded equipment will be located?

- Lead applicant or participant owns the property.