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Introduction Date	6/27/18
Enactment Number	18-1050
Enactment Date	6/27/28 er



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Curtis Sarikey, Chief of Staff  
Jennifer LeBarre, Executive Director of Nutrition Services, Warehouse & Distribution

**Board Meeting Date**

**Subject** Request for Approval of Grant Agreement with Alameda County Waste Management Authority, Food Waste Prevention and Rescue Grant Program

**Action Requested** Approval by the Board of Education of the grant agreement with the Department of Resources Recycling and Recovery, Food Waste Prevention and Rescue Grant Program by OUSD Nutrition Services for the term February 1, 2018 through April 1, 2020.

**Background** This grant is funded through the 2016-17 Food Waste Prevention and Rescue Grant Program, Alameda County Waste Management. Grant partners include OUSD, Livermore Valley Joint Unified School District and All In. All will partner to implement the Alameda County's K-12 Schools Smart Cafeteria Initiative. A comprehensive school-wide challenge that includes plate waste studies, waste audits, classroom curriculum and outreach into students households to reduce edible food waste to landfill through prevention, donation and compositing residuals.

**Discussion** Through this partnership, OUSD will benefit from the Department of Resources Recycling and Recovery Program's staff expertise, consulting, referrals and recommendations. They will work with and educate our Nutrition Services staff on why and how to prevent waste in the kitchen. This plays a significant part in our program. Through this program surplus food will be available for hungry students to consume at school, then for families from the the school community. Any remaining food will be donated to local food insecure residents in the communities.

**Recommendation** Approval by the Board of Education of the partnership and agreement with the Department of Resources Recycling and Recovery, Alameda County Waste Management Authority.

**Fiscal Impact** OUSD Nutrition Services will receive approximately \$308,000 in revenue.

**Attachments** Grant Coversheet, Application, Exhibit A, Exhibit B, Exhibit D, Exhibit E

OUSD Grants Management Face Sheet 2013-14

<b>Grant's Fiscal Agent: Alameda County Waste Management</b>	<b>Grant Amount for Full Funding Cycle: \$500,000</b>
<b>Funding Agency: Food Waste Prevention Program</b>	<b>Grant Focus: Food waste prevention</b>
<b>List all School(s) or Department(s) to be Served: Nutrition Services</b>	

<b>Information Needed</b>	<b>School or Department Response</b>
How will this grant contribute to sustained student achievement or academic standards?	Grant provides funds to implement the Alameda County's K-12 Schools Smart Cafeteria Initiative.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award (or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 5.17% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	N/A
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 5.17% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance?  (Include contact's name, address, phone number, email address.)	Jennifer LeBarre, Executive Director Nutrition Services 900 High St, Oakland Ca 94601 (510) 434-3334 Jennifer.LeBarre@ousd.k12.ca.org

**Applicant Obtained Approval Signatures:**

Principal

Department Head: Jennifer LeBarre, Exec. Director

**Grant Office Obtained Approval Signatures:**

Fiscal Officer

Curtis Sarikey, Chief of Staff

Superintendent

Kyla Johnson-Trammell,  
Superintendent

CalRecycle 110 (Revised 7/16)

GRANT NUMBER  
**FW1-16-0122**

NAME OF GRANT PROGRAM <b>Food Waste Prevention and Rescue Grant Program</b>	
GRANTEE NAME <b>Alameda County Waste Management Authority</b>	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$500,000.00</b>
TERM OF GRANT AGREEMENT <b>FROM: February 1, 2018</b>	<b>TO: April 1, 2020</b>

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

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments
- Exhibit D – Approved Greenhouse Gas and Tonnage Numbers

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

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

<b>CALRECYCLE</b>		GRANTEE'S NAME <b>Alameda County Waste Management Authority</b>	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE <b>Deputy Director, CalRecycle</b>	DATE	TITLE	DATE
		PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>1537 Webster Street Oakland, CA 94612</b>	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT  <b>\$500,000.00</b>	FISCAL YEAR/PROGRAM <b>2016-17 Food Waste Prevention and Rescue Grant Program</b>		FUND TITLE <b>Greenhouse Gas Reduction Fund</b>
	CHAPTER <b>370</b>	STATUTE <b>2016</b>	FISCAL YEAR <b>2017-18</b>
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	ORG CODE <b>3970</b>	REFERENCE <b>101</b>	FUND <b>3228</b>
	ENACTMENT YEAR <b>2016</b>		
TOTAL AMOUNT ENBUMBERED TO DATE  <b>\$500,000.00</b>	CalSTRS Object of Expenditure		
	INDEX <b>7830</b>	PCA <b>G8004</b>	OBJECT <b>702</b>
FISCAL Comparable Expenditure Information			
	REPORTING STRUCTURE <b>39707830</b>	PROGRAM (PGM-SUB-TSK) <b>3700000235</b>	ACCOUNT/ALT ACCOUNT <b>5432000</b>
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above</i>			
SIGNATURE OF CALRECYCLE BUDGET OFFICE 		DATE <b>2/7/18</b>	

# PARTICIPANT GRANT AGREEMENT COVER SHEET

CalRecycle 110-A (New 8/2017)

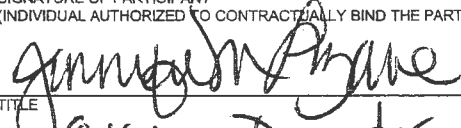

NAME OF GRANT PROGRAM		GRANT NUMBER
2016–17 Food Waste Prevention and Rescue Grant Program		FW1-16-0122
PARTICIPANT NAME		
Oakland Unified School District		
TERM OF GRANT AGREEMENT		
FROM: February 1, 2018	TO: April 1, 2020	

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


- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments
- Exhibit D – Approved Greenhouse Gas and Tonnage Numbers

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

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

CALRECYCLE		PARTICIPANT'S NAME (PRINT OR TYPE)	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		Oakland Unified School District	
SIGNATURE OF PARTICIPANT (INDIVIDUAL AUTHORIZED TO CONTRACTUALLY BIND THE PARTICIPANT)		 	
TITLE	DATE	TITLE	DATE
Deputy Director, CalRecycle		Exec Director	4/9/18

*Aimee Eng*  
 Aimee Eng, President 6/28/18  
 Board of Education  
*Kyla Johnson Trammell*  
 Kyla Johnson Trammell, Secretary 6/28/18  
 Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of the General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By:   
 Marion McWilliams, General Counsel

**PARTICIPANT GRANT AGREEMENT COVER SHEET**

CalRecycle 110-A (New 8/2017)

GRANT NUMBER FW1-16-0122
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NAME OF GRANT PROGRAM <b>2016–17 Food Waste Prevention and Rescue Grant Program</b>	
PARTICIPANT NAME <b>Livermore Valley Joint Unified School District</b>	
TERM OF GRANT AGREEMENT <b>FROM: February 1, 2018</b>	<b>TO: April 1, 2020</b>

The Department of Resources Recycling and Recovery (CalRecycle) and Livermore Valley Joint Unified School District (the "Participant") in partnership with Alameda County Waste Management Authority, in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments
- Exhibit D – Approved Greenhouse Gas and Tonnage Numbers

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

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

<b>CALRECYCLE</b>		PARTICIPANT'S NAME (PRINT OR TYPE) <b>Livermore Valley Joint Unified School District</b>	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		SIGNATURE OF PARTICIPANT (INDIVIDUAL AUTHORIZED TO CONTRACTUALLY BIND THE PARTICIPANT)	
TITLE <b>Deputy Director, CalRecycle</b>	DATE	TITLE	DATE

**PARTICIPANT GRANT AGREEMENT COVER SHEET**

CalRecycle 110-A (New 8/2017)

GRANT NUMBER FW1-16-0122
-----------------------------

NAME OF GRANT PROGRAM <b>2016–17 Food Waste Prevention and Rescue Grant Program</b>	
PARTICIPANT NAME <b>Philanthropic Ventures Foundation</b>	
TERM OF GRANT AGREEMENT <b>FROM: February 1, 2018</b>	<b>TO: April 1, 2020</b>

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

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments
- Exhibit D – Approved Greenhouse Gas and Tonnage Numbers

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

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

<b>CALRECYCLE</b>		PARTICIPANT'S NAME (PRINT OR TYPE) <b>Philanthropic Ventures Foundation</b>	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		SIGNATURE OF PARTICIPANT (INDIVIDUAL AUTHORIZED TO CONTRACTUALLY BIND THE PARTICIPANT)	
TITLE <b>Deputy Director, CalRecycle</b>	DATE	TITLE	DATE

## **EXHIBIT A TERMS AND CONDITIONS**

### **Food Waste Prevention and Rescue Grant Program Fiscal Year 2016–17**

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 Food Waste Prevention and Rescue Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

#### **AIR OR WATER POLLUTION VIOLATION**

The grantee shall not be:

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

#### **AMENDMENT**

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

#### **AMERICANS WITH DISABILITIES ACT**

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

#### **ASSIGNMENT, SUCCESSORS, AND ASSIGNS**

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

#### **AUDIT/RECORDS ACCESS**

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

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

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

#### **AUTHORIZED REPRESENTATIVE**

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

#### **AVAILABILITY OF FUNDS**

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

#### **BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION**

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

#### **CHARTER CITIES**

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

#### **CHILD SUPPORT COMPLIANCE ACT**

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

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



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

## **COMMUNICATIONS**

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

## **COMPLIANCE**

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

## **CONFLICT OF INTEREST**

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

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

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

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

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

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

### **CONTRACTORS/SUBCONTRACTORS**

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

### **COPYRIGHTS**

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

### **CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA**

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

### **DISCHARGE OF GRANT OBLIGATIONS**

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

### **DISCLAIMER OF WARRANTY**

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

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

### **DISCRETIONARY TERMINATION**

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

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

### **DISPUTES**

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

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

### **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

## **EFFECTIVENESS OF AGREEMENT**

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

## **ENTIRE AGREEMENT**

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

## **ENVIRONMENTAL JUSTICE**

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

## **EXPATRIATE CORPORATIONS**

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

## **FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT**

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

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

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

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

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

## **FORCE MAJEURE**

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

## **FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED**

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

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

### **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**

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

### **GRANT MANAGER**

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

### **GRANTEE ACCOUNTABILITY**

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

### **GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE**

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

### **GRANTEE'S NAME CHANGE**

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

### **IN CASE OF EMERGENCY**

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

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

#### **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

#### **NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY**

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

#### **NO WAIVER OF RIGHTS**

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

#### **NON-DISCRIMINATION CLAUSE**

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

#### **ORDER OF PRECEDENCE**

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

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

### **OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS**

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

### **PAYMENT**

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

## **PERSONAL JURISDICTION**

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

## **PERSONNEL COSTS**

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

## **REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS**

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

## **REASONABLE COSTS**

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



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

### **RECYCLED-CONTENT PAPER**

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

### **REDUCTION OF WASTE**

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

### **REDUCTION OF WASTE TIRES**

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

### **REIMBURSEMENT LIMITATIONS**

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

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

### **RELIABLE CONTRACTOR DECLARATION**

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

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

## **REMEDIES**

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

## **SELF-DEALING AND ARM'S LENGTH TRANSACTIONS**

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

## **SEVERABILITY**

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

## **SITE ACCESS**

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

## **STOP WORK NOTICE**

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

## **TERMINATION FOR CAUSE**

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

**TIME IS OF THE ESSENCE**

Time is of the essence to this Agreement.

**TOLLING OF STATUTE OF LIMITATIONS**

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

**UNION ORGANIZING**

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

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

**VENUE/CHOICE OF LAW**

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

**WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE**

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

**WORK PRODUCTS**

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

**WORKERS' COMPENSATION/LABOR CODE**

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



**EXHIBIT B  
PROCEDURES AND REQUIREMENTS**

**FOOD WASTE PREVENTION AND RESCUE GRANT PROGRAM  
1<sup>st</sup> Cycle – Fiscal Year 2016–17  
Revised March 2018**

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

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## INTRODUCTION

The Department of Resources Recycling and Recovery (CalRecycle) administers the Food Waste Prevention and Rescue 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, records and audit requirements.

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

## MILESTONES

Table 1. Milestones

Date	Activity
<b>Notice to Proceed Date</b>	<b>Grant Term Begins</b> on the date the Notice to Proceed is emailed.
June 15, 2018	Progress Report #1 Due General project update since application submittal and grant activities from Notice to Proceed to June 1, 2018
Sept. 17, 2018	Progress Report #2 Due Covering activities from June 2, 2018 to Sept. 1, 2018
Dec. 17, 2018	Progress Report #3 Due Covering activities from Sept. 2, 2018 to Dec. 1, 2018
March 15, 2019	Progress Report #4 Due Covering activities from Dec. 2, 2018 to March 1, 2019
June 17, 2019	Progress Report #5 Due Covering activities from March 2, 2019 to June 1, 2019
Sept. 16, 2019	Progress Report #6 Due Covering activities from June 2, 2019 to Sept. 1, 2019
Dec. 16, 2019	Progress Report #7 Due Covering activities from Sept. 2, 2019 to Dec. 1, 2019
April 1, 2020	Grant Term Ends. Final Report and final Payment Request Due. All costs must be incurred by this date.

## GRANTS MANAGEMENT SYSTEM (GMS)

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

### Accessing the grant

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

- **Summary tab** – shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab** – requests reimbursement.
- **Reports tab** – uploads required reports.

- **Documents tab** – uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab** – lists approved project sites.

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

### Contact Updates

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

### PRIOR TO COMMENCING WORK

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

### Reliable Contractor Declaration

Prior to authorizing any contractor(s) (or subcontractor(s)) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14 ([www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5](http://www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5)), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) and the subcontractor(s), respectively.

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

A scanned copy of the signed Reliable Contractor Declaration form must be uploaded in GMS. To upload the form:

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

For further instructions regarding GMS, including login directions, see the section above titled Grants Management System.

### **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 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., lease evidencing commitment to utilize facility for purpose set forth in the grant; commitment to utilize facility as described in the application for life of facility)

### **GRANT TERM**

The Grant Term begins on the date of the Notice to Proceed email. Grant eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed. The Grant Term ends on April 1, 2020 and all eligible program costs must be incurred by this date.

The Final Report and final Payment Request are due on April 1, 2020. CalRecycle recommends reserving the period from March 1, 2020 to March 31, 2020 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final Report and final Payment Request are only eligible for reimbursement during the Grant Term.**

### **PROJECT REQUIREMENTS**

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

1. Reductions in greenhouse gas (GHG) emissions attributed to the production, processing, packaging, distribution, and landfilling of California-generated food materials; **and**
2. Increases in quantity (tons) of California-generated food materials, newly diverted from landfill **and** prevented or rescued from disposal.

For the purpose of this program, "newly diverted" means the tons of materials that are currently being landfilled that will instead be diverted as a result of this project.

### **ELIGIBLE PROJECTS**

- Food waste prevention projects that prevent food waste from being generated and becoming waste normally destined for landfills.
- Food rescue projects that result in rescued food being distributed to people, with any food waste residuals from the project being sent to composting or anaerobic digestion when available within the project service area.

### **ELIGIBLE COSTS**

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term on April 1, 2020. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs include, but are not limited to:

- Refrigerators, freezers, and refrigeration systems

- Transportation such as refrigerated vehicles
- Storage and collection infrastructure such as food crates or bins
- Food preparation and cooking items such as ovens, ranges, etc.
- Salaries, public education, and/or outreach costs not exceeding:
  - Twenty-five percent of the applicant's requested grant amount for large tier projects.
  - Fifty percent of the applicant's requested grant amount for small tier projects.
- Software costs (Food waste online exchange, tracking, and source reduction platforms) not exceeding:
  - Ten percent of the applicant's requested grant amount for large tier projects.
  - Twenty-five percent of the applicant's requested grant amount for small tier projects.

### **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. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date of the Notice to Proceed letter or after April 1, 2020.
- Food waste dehydrators and liquefiers.
- The same activities or purposes already being funded through other agencies using California Climate Investment funds.
- Environmental review for project permitting, including the preparation of Environmental Impact Reports or related documents.
- Purchase of lease of land or buildings.
- Purchase of feedstock (food).
- Costs deemed unreasonable or not related to the grant project by the Grant Manager.

### **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 are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.
- Direct costs charged directly to the grant shall not be included in the indirect cost formula. Supervision performed by managers and supervisors can be included in the indirect cost formula, and therefore, will not be a direct charge to the grant. On the other hand, 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.

## **MODIFICATIONS**

Any proposed revision(s) to the Work Plan and/or Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. The approval document should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

## **ACKNOWLEDGEMENTS**

The grantee shall acknowledge both California Climate Investments as a funding source and CalRecycle's administration of funds each time a project is funded, in whole or in part, by this Agreement are publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of California Climate Investment and CalRecycle's support must incorporate the appropriate logo. Sample acknowledgment language is below. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis.

### **Project Acknowledgement Requirements**

The grantee must install a sign at the project site upon completion of the project, no later than April 1, 2020. Or the grantee may list on their website, for a minimum period of one year, an acknowledgement of CalRecycle's funding for the project(s).

The sign must include the following:

1. "Funded by a Grant from the Department of Resources Recycling and Recovery (CalRecycle) through California Climate Investments".
2. CalRecycle logo.
3. California Climate Investments logo.

Information regarding logos is below.

### **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

All publicity and education materials must include the following:

1. "Funded by a grant from the Department of Resources Recycling and Recovery (CalRecycle) through California Climate Investments." Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
2. CalRecycle logo – as reflected on the [CalRecycle website](http://www.calrecycle.ca.gov/Gallery) ([www.calrecycle.ca.gov/Gallery](http://www.calrecycle.ca.gov/Gallery)): contact the CalRecycle Office of Public Affairs at [opa@calrecycle.ca.gov](mailto:opa@calrecycle.ca.gov).
3. California Climate Investments logo – as reflected on the [California Climate Investments website](http://www.caclimateinvestments.ca.gov/logo-graphics-request/) (<http://www.caclimateinvestments.ca.gov/logo-graphics-request/>).



### **Sample acknowledgment language**

[Insert Grantee and project name here] located in [enter city] is being funded in part by CalRecycle's [enter CalRecycle grant program here], a subset of California Climate Investments. CalRecycle funds paid for [enter grant expenses here] for the [enter project type here] facility in [enter location here]. California Climate Investments is a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment – particularly in low income and 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. For more information, visit [California Climate Investments](#).

### **RETENTION OF PUBLIC EDUCATION**

For audit purposes, grantees are required to retain samples of all publicity and education materials for three years AFTER the close of the Grant Term, or a longer period if warranted, to resolve any issues with this grant. (See Audit/Records Access Section in Terms and Conditions (Exhibit A).)

### **REPORTING REQUIREMENTS**

Progress Reports and a Final Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. See Table 1 in Milestones section for the due dates. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

All reports must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System.

To upload a report:

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

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might

otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

Some reported project information will be publicly available on the California Air Resources Board (CARB) website, including the amount of funding that is being spent on projects that benefit disadvantaged communities and maps that show the locations of these communities.

## **PROGRESS REPORT**

The grantee must submit a **Progress Report** by each specified date listed in the Milestones section. Each Progress Report should cover grant activities that occurred within the reporting 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 for this quarterly reporting period according to your 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? If construction is an approved part of the project, include any permitting issues and local opposition.
- What work that will be conducted during the subsequent quarterly reporting period? If necessary, discuss any adjustments that you may be requesting as a result of the evaluation process.
- Are there any issues or challenges that may delay your project?
- Provide status and names of food generator(s)/donor(s). Identify any new relationships with food generator(s)/donor(s) since application submittal or last progress report. Documentation about this relationship can include letter of support/intent, MOU, contract, or other verifiable documentation.

### **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 reductions, tons diverted from landfills, and all benefits to disadvantaged communities. This will include a performance table, which CalRecycle will provide to enter quantitative data (see number four under Progress Report), and other supporting documentation described below. Reported outcomes must include all of the following:

#### **a) California tons of newly diverted food waste from landfills**

Grantees must report the tons diverted that occurred in the previous quarter as a result of the project. Grantees must only report tons prevented or rescued for human consumption which otherwise would have been disposed in landfills.

### **Food Waste Prevention Projects:**

- Supporting documentation should include the analysis of food waste audits measured against a specified baseline of food operations. The analysis should clearly show the amount of food prevented from becoming waste as it relates to the baseline of food operations.
  - Food Waste Prevention projects should capture the reduction of food waste using food waste audit analyses and other metrics that demonstrate a reduction in food waste including, but not limited to, food waste prevention software and education and outreach campaigns that result in measurable reduction of food waste.
- Discuss whether the current annualized amount of food waste prevented is sufficient to achieve the tons per year goals cited in the grant application. If not, discuss the specific steps that the grantee will take to increase prevention to reach those levels and the dates by which these steps will occur.

### **Food Rescue Projects:**

- Supporting documentation should include the name(s) of food donor(s), quantity (tons) of food received from each food donor, and name(s) of rescued food receiving organization(s) (i.e. food bank or feeding agency).
  - Projects should capture food rescue operation information in a Log that includes the listed supporting documentation above. The amount of food being rescued documented in the Log should match the Performance Table quarterly data.
- Discuss whether the current annualized amount of food rescued is sufficient to achieve the tons per year goal cited in the grant application. If not, discuss the specific steps that the grantee will take to increase rescued food to reach those levels and the dates by which these steps will occur.

### **b) GHG Emission Reductions**

Grantees must report the GHG emission reductions that occurred in the previous quarter as a result of the project. The approved CARB quantification methodology referenced in the Grant Agreement must be used to calculate GHG emissions. **Note:** CalRecycle or CARB may make adjustments deemed necessary to correct GHG emission reductions calculations during the review and evaluation of submitted documents. Approved changes will be reflected in the grant agreement if awarded.

### **c) Community Need**

Grantees report community needs that benefit the communities, which occurred in the previous quarter as a result of the project. If applicable, identify if a community need provides direct benefit to disadvantaged communities. To determine if the project is located within a disadvantaged community census tract or project is providing benefits to a disadvantaged community. Use the Maps to Support the Disadvantaged Communities Investment Guidelines (<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/535investments.htm>).

- Jobs
  - Total number of jobs and the associated job classifications/trade.
  - Number of project work hours and time base for jobs provided.
  - Entry-level and median hourly wage or entry-level and median total compensation (hourly wage plus benefits) for each job classification/trade.
  - If applicable, a separate set of the above reporting for project hires from disadvantaged communities.

- Training
  - Total number of people that completed job training and the associated job training classification/trade.
  - The type of credentials earned (e.g., certifications, licenses, degrees).
  - If applicable, a separate set of the above reporting for training provided to disadvantaged community residents.
- Outreach
  - Total number and types of outreach.
  - Communities where outreach is conducted.
  - If applicable, a separate set of the above reporting for outreach conducted in disadvantaged communities including census tract numbers.
- Diverting from a landfill located in a disadvantaged community, if applicable.
  - Name(s) of landfill(s) in disadvantaged community.

#### 4. Performance Table

CalRecycle will provide a table to enter quantitative data related to diverted tons, GHG emissions reductions, disadvantaged communities, 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 will be submitted in conjunction with each progress report to track quantitative data. The quantitative data captured in the performance table is designed to support the qualitative claims being made in each progress report. (Required documents and reports are subject to change due to CARB's Cap-and-Trade Auction Proceeds Funding Guidelines for Agencies that Administer California Climate Investments or legislative requirements.)

#### 5. Pictures

Provide photographs showing the progress of the grant project during the previous quarter.

CalRecycle staff may schedule one or more site visits to verify any of the information submitted in the progress report. Grantee must agree to accommodate site visit requests within ten working days after the request is made.

### FINAL REPORT

**The Final Report is due April 1, 2020.** This report should cover grant activities from the **Notice to Proceed through April 1, 2020.** The following items must be included:

1. The Grant Number, Grantee's name and Grant Term. The following disclaimer statement on the cover page:  
 "The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
2. **Description**  
 Description of activities that were started, continued, and completed during the entire Grant Term. Activities must be arranged by the categories shown in your approved Work Plan.
  - What aspects of the project worked well and why?

- What aspects of the project did not work well and why?
- What aspects of the project will be continued beyond the Grant Term?
- Describe how other funding sources have leveraged the project.

### 3. Performance Data

Provide a cumulative total of all quarterly reports in a format approved by your CalRecycle grant manager. The report must include how your project contributed to GHG emission reductions, tons diverted from landfills, and all benefits to disadvantaged communities. This will include a performance table, which CalRecycle will provide to enter quantitative data. Reported outcomes must include all of the following:

- Total GHG reductions, in MTCO<sub>2e</sub>**, achieved during the Grant Term, along with all supporting calculations. Report the annual GHG reductions in MTCO<sub>2e</sub> that occurred during the Grant Term. In addition, project what will occur each subsequent year through the project life until December 31, 2026, based on the actual projected tons of diverted material for that period in paragraph (b).
- Total tons of food waste generated in California and newly diverted from landfill** during the Grant Term, along with all supporting documentation and calculations. Report the net annual tons of material that was diverted from landfill each year during the Grant Term. Net annual tons are newly diverted food rescued minus the weight of any residual materials that will be landfilled. In addition, project the annual tons that will be diverted from landfill each subsequent year through the project life until December 31, 2026.
- Total estimated tons of food waste prevented in California and prevented from entering landfill** during the Grant Term, if applicable, along with all supporting documentation and calculations. Report the estimated annual tons of material that was prevented from being generated and landfilled each year during the Grant Term. In addition, project the estimated annual tons of food waste that will be prevented each subsequent year through the project life until December 31, 2026.
- Community Need.** Describe and quantify benefits that your project provides to the community. Include economic and social indicators identified in the application. If applicable, would your project provide direct benefit to disadvantaged communities? Disadvantaged communities can be determined by using [CalEnviroScreen 2.0](#).

### 4. Performance Table

CalRecycle will provide a table within which to enter quantitative data related to diverted tons, GHG emission reductions, disadvantaged communities, and other grant performance data for the full Grant Term. (Required documents and reports are subject to change due to CARB's [Cap-and-Trade Auction Proceeds Funding Guidelines for Agencies that Administer California Climate Investments](#) or legislative requirements.)

### 5. Pictures of Project Implementation or Improvement

Provide digital images of each stage of your project when submitting the Final Progress Report. The photographs should be in PDF, JPG, or PNG format.

## GRANT PAYMENT INFORMATION

1. 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.
2. Reimbursement may be requested quarterly during the Grant Term. In conjunction with submission of the Progress Report and the Final Report.

3. The grantee must submit the required Progress Report/Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
5. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services. For grant projects that include grant participants/partners, proof of payment from the grantee (lead participant) to the participant/partner must be submitted with payment requests.
6. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Report, have been satisfied.
7. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.
8. The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (<http://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Reliable Contractor Declaration" provision of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Reliable Contractor Declaration" provision in Terms and Conditions (Exhibit A) for more information.

### **PAYMENT REQUEST AND DOCUMENTATION**

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

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System. To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
  - When the transaction is complete, click the **Save** button.
  - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
  - Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
  - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

**Note:** Once a transaction is saved, select the transaction number from the Payment Request tab to access it again. Please do not create multiple transactions for the same requested funds.

### **Supporting Documentation**

- a) A scanned copy of the **Grant Payment Request form** (CalRecycle 87). A designee may sign on behalf of the signature authority if authorized by a Resolution of Letter of Commitment and a Letter of Designation is uploaded in GMS.

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

- b) **Expenditure Itemization Summary (EIS)** (CalRecycle 777-FW). 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 (see below). The grantee should retain the original documents.
  - The EIS must include the following certification.  
"I certify under penalty of perjury, under the laws of the State of California, that the above information is correct and that all funds received have been expended in accordance with the Grant Agreement."
  - The certification must be dated and signed by the person authorized in the grantee's Resolution or Letter of Commitment. An EIS received without the signed certification will not be approved.
- c) **Cost and Payment Documentation.** Pertinent documentation must be submitted with the EIS to substantiate all expenses claimed on the EIS. For audit purposes, the grantee should retain this documentation for a minimum of three years after the end of the Grant Term (see Audit/Records Access in the Terms and Conditions (Exhibit A)). Acceptable cost and payment documentation must include at least one of each of the following.
- **Invoices, Receipts, or Purchase orders.** 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.** Proof of payment must be submitted for all expenses of \$500 and higher. Grantees must keep copies of all proof of payment for all expenses on file. A grant manager may request proof of payment for any expensive before approving a payment request. Proof of payment may include:
    1. copy of cancelled check(s) that shows an endorsement from the banking institution
    2. invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials



3. 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
  4. bank statement(s) along with a copy of the endorsed check or invoice showing the check number
  5. copy of an electronic funds transfer confirmation
  6. copy of a credit card statement(s)
- **Personnel Expenditure Summary.** A Personnel Expenditure Summary (CalRecycle 165 or grantee's version) should be submitted if salaries are included in the payment request. 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).

**Note:** Progress Report/Final Report must be approved by the Grant Manager prior to or concurrent with submission of the Grant Payment Request. See the Reporting Requirements and Grant Payment Information sections for more information.

All forms listed above can be downloaded from the CalRecycle Grant Forms website (<http://www.calrecycle.ca.gov/Funding/Forms>).

### ANNUAL SURVEY

Post-Grant Term Annual Surveys may be requested by CalRecycle or CARB to verify continuous progress of projects funded by the Food Waste Prevention and Rescue Grant Program. The grantee may be asked to complete and submit an Annual Survey for the Food Waste Prevention and Rescue Grant Program every year for three years after the end of Grant Term, based on the schedule below. You will be notified via email once the annual online survey is available.

**Table 2. Annual Survey**

Survey Due	Survey Period
June 30, 2021	End of Grant Term – June 30, 2021
June 30, 2022	July 1, 2021 – June 30, 2022
June 30, 2023	July 1, 2022 – June 30, 2023

### AUDIT CONSIDERATIONS

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

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



# Application

Generated By: Alex Grewal

**Applicant:** Alameda County Waste Management Authority

**Cycle Name:** Food Waste Prevention and Rescue Grant Program

**Cycle Code:** FW1

**Grant ID:** 20347

**Application Due Date:** 7/18/2017

**Secondary Due Date:** 8/15/2017

**Grant Funds Requested:** \$500,000.00

**Matching Funds:** \$0.00 (if applicable)

**Awarded Funds:** \$500,000.00

**Project Summary:** CalRecycle has edited the following summary to reflect the approved grant project: Alameda County Waste Management Authority, Oakland Unified School District, Livermore Valley Joint Unified School District and All In will partner to implement the Alameda County's K-12 Schools Smart Cafeteria Initiative - a comprehensive school-wide challenge that includes plate waste studies and waste audits, classroom curriculum, and outreach into student's households to reduce the disposal of edible food to landfill through prevention, donation and composting residuals. Smart Cafeteria Initiative will utilize and expand upon food share tables in every school cafeteria across two school districts to capture and sort unwanted food from lunch that is generated during or after meal service. Surplus food will be available for hungry students to consume at school, then families from the school community. Any remaining food from cafeterias and/or kitchens will be donated to local food insecure residents through All In's food recovery program that provides a sustainable career pathway for individuals with barriers to employment, empowering them to help reduce food insecurity in their communities

<b>Name:</b>	<b>Lead:</b> X
<b>Federal Tax ID:</b>	<b>Jurisdiction:</b>
<b>County:</b>	
<b>Name:</b> Livermore Valley Joint Unifies School District	<b>Lead:</b>
<b>Federal Tax ID:</b> 94-2175582	<b>Jurisdiction:</b> Livermore
<b>County:</b> Alameda	
<b>Name:</b> Oakland Unified School District	<b>Lead:</b>
<b>Federal Tax ID:</b> 94-6000385	<b>Jurisdiction:</b> Oakland
<b>County:</b> Alameda	
<b>Name:</b> Philanthropic Ventures Foundation	<b>Lead:</b>
<b>Federal Tax ID:</b> 94-3136771	<b>Jurisdiction:</b> Alameda
<b>County:</b> Alameda	

### Contacts

		Prime	Second	Auth	Cnsit
<b>Cassie Bartholomew</b>	<b>Title:</b> Program Manager		X		
1537 Webster Street Oakland, CA 94612	Phone: 5108916516 Fax: 5108932308 Email: cbartholomew@stopwaste.org				
<b>Julie High</b>	<b>Title:</b> Consultant				X
550 Alexander Lane San Juan Bautista, CA 95045-9618	Phone: 8312620006 Fax: Email: julie@californiaconsulting.org				
<b>Wendy Sommer</b>	<b>Title:</b> Executive Director				X
1537 Webster Street Oakland, Ca 94612	Phone: 5108916500 Fax: 5108932308 Email: wsommer@stopwaste.org				

**Budget**

Category Name	Amount
Admin Costs	\$16,394.00
Construction/Application	\$0.00
Education	\$3,800.00
Equipment	\$174,500.00
Maintenance	\$0.00
Materials	\$180,306.00
Personnel	\$125,000.00

**Site Information****Oakland Unified School District**

1000  
100 Broadway  
Oakland, CA 94607

**Livermore Valley Joint Unified School District**

685 East Jack London Blvd.  
Livermore, CA 94551

**Documents****Document Title****Received Date****Required**

Application Certification	Applicant Certification pg. 1	7/18/2017
Application Certification	Application Certification pg. 2	7/18/2017
Application Certification	Applicant Certification pg. 3	7/18/2017
Application Certification	Application Certification	8/12/2017
Application Certification	Application Certification	8/12/2017
Application Certification	Application Certification	8/12/2017
Budget	Combined Budget 2	8/13/2017
Budget	Revised Budget	10/20/2017
Disadvantaged Communities Summary	Alameda Disadvantaged Communities Summary	7/18/2017
General Checklist of Business Permits Licenses and Filings	Alameda Checklist	7/18/2017
Greenhouse Gas Emission Reduction Calculator Spreadsheet	Greenhouse Gas Emission Reduction Calculator	7/18/2017
Narrative Proposal	Alameda Narrative Proposal	7/18/2017
Net Tons of Newly Diverted Food Waste Prevented or Rescued from Landfills	Alameda Net Tons of Newly Diverted Food Waste Prevented or Rescued	7/18/2017
Work Plan	Revised Work Plan	8/7/2017

**Required By Secondary Due Date**

Resolution/Letter of Commitment	ACWMA Letter of Resolution	8/3/2017
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**Other Supporting Document(s)**

Draft Resolution		
EPPP Notification	EPPP Policy	7/12/2017
Financial Narrative		
Historical Financial Statements		
Joint Powers Agreement		
Lease Agreement		
Letter of Authorization/Resolution	LVJUSD Letter of Authorization	7/18/2017

<https://secure.calrecycle.ca.gov/Grants/Grant/Grant.aspx?GrantID=20347>

Date Generated: January 31, 2018 9:37 AM

Letter of Authorization/Resolution	All In Authorization Letter	8/10/2017
Letter of Authorization/Resolution	OUSD Letter of Authorization	8/11/2017
Letter of Designation		
Letter of Support	Alameda Letters of Support	7/18/2017
Letter of Support	Letter of Support	7/18/2017
Project Readiness and Permits	Project Readiness and Permits FINAL	7/17/2017
Projected Financial Statements		
Supplemental Business Information		

**Resolution**

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

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

**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**

Applicant authorizes CalRecycle to check credit references and verify information with any and all creditors, suppliers, and vendors. Information obtained will be kept confidential.

- Not applicable. Applicant is a local government.

Does the grant project include construction of a facility?

- No.

Does the grant project establish facilities or expand existing facilities on property not owned by the application?

- No.

**EXHIBIT D**  
**Approved Greenhouse Gas and Tonnage Numbers**

**FOOD WASTE PREVENTION AND RESCUE GRANT PROGRAM**  
 Fiscal Year 2016–17

<b>Applicant Name</b>	<b>Description</b>	<b>Estimated GHGs (MTCO<sub>2e</sub>) Total Project*</b>	<b>Estimated Diversion (Tons) Total Project*</b>
Alameda County Waste Management Authority	Alameda County: Alameda County Waste Management Authority, Oakland Unified School District, Livermore Valley Joint Unified School District and All In will partner to implement the Alameda County's K-12 Schools Smart Cafeteria Initiative - a comprehensive school-wide challenge that includes plate waste studies and waste audits, classroom curriculum, and outreach into student's households to reduce the disposal of edible food to landfill through prevention, donation and composting residuals. Smart Cafeteria Initiative will utilize and expand upon food share tables in every school cafeteria across two school districts to capture and sort unwanted food from lunch that is generated during or after meal service. Surplus food will be available for hungry students to consume at school, then families from the school community. Any remaining food from cafeterias and/or kitchens will be donated to local food insecure residents through All In's food recovery program that provides a sustainable career pathway for individuals with barriers to employment, empowering them to help reduce food insecurity in their communities.	4,865	2,432

*\*Eligible GHGs and tons as verified by CalRecycle and ARB. Applicants' GHGs and tons were modified by CalRecycle and ARB in some instances.*

EXHIBIT E - ACWMA - OUSD GRANT BUDGET - WORK PLAN

Directions: Provide the total dollar amount by budget category for each activity identified in the Work Plan. Itemize each piece of

Applicant Name		ACWMA- Oakland USD Budget			
Budget Category	Expenditure Details	Grant Funds	Name of Local/State/Federal Funds/Other	Local/State/Federal Funds/Other Funds	Total Funds
<b>Admin</b>					
Indirect		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
	Admin Subtotal:	\$ -		\$ -	\$ -
<b>Equipment</b>					
<i>Food Preparation</i>					
	Service line serving food marketing/packaging upgrades	\$ 6,000.00		\$ -	\$ 6,000.00
		\$ -		\$ -	\$ -
<b>Other</b>					
	Label printer and related supplies	\$ 11,250.00			\$ 11,250.00
	Middle and High School Food packaging supplies	\$ 20,000.00			\$ 20,000.00
<b>Software</b>					
	Replate software	\$ 25,000.00		\$ -	\$ -
	3 tablets	\$ 2,400.00		\$ -	\$ -
<b>Vehicles</b>					
	Delivery Truck	\$ 75,000.00		\$ -	\$ 75,000.00
		\$ -		\$ -	\$ -
	Equipment Subtotal:	\$ 139,650.00		\$ -	\$ 112,250.00
<b>Personnel</b>					
	Staff Training	\$ 12,500.00		\$ -	\$ 12,500.00
	Sustainability Manager		OUSD	\$ 20,000.00	\$ 20,000.00
	N.S. Site Managers and Leads		OUSD	35,000	\$ 35,000.00
	N.S. Field Managers		OUSD	28000	\$ 28,000.00
	NS Director		OUSD	5450	\$ 5,450.00
	Food Corps		Americorps	\$ 13,500.00	\$ 13,500.00
				\$ -	\$ -
	Personnel Subtotal:	\$ 12,500.00		\$ 101,950.00	\$ 114,450.00
<b>Materials</b>					
	Food share bins, racks, rolling carts, cold pack	\$ 22,540.00		\$ -	\$ 22,540.00
	Mini Freezers, Fridges, Walkin Fridge	\$ 69,200.00	StopWaste/AC	\$ 24,000.00	\$ 93,200.00
	Insulated bags-feildtrips	\$ 50,326.00			\$ 78,750.00
	Plate waste scales, bins	\$ 1,000.00		\$ -	\$ 500.00
	Smart TV	\$ 9,000.00	OUSD	\$ 1,000.00	\$ 10,000.00
	Incentives for Staff Training and Food Service Directors (gift cards)	\$ 4,000.00		\$ -	\$ 1,600.00
	Materials Subtotal:	\$ 156,066.00		\$ 25,000.00	\$ 206,590.00
<b>Education</b>					
	Signs, Procedure Posters,		OUSD	\$ 4,400.00	\$ 4,400.00
	Education Subtotal:	\$ -		\$ 4,400.00	\$ 4,400.00
<b>TOTAL GRANT FUNDS</b>		\$ 308,216.00			
<b>TOTAL GHG LOAN FUNDS</b>					
<b>TOTAL OTHER FUNDS</b>				\$ 131,350.00	
<b>TOTAL PROJECT FUNDS</b>					\$ 437,690.00