

File No. 130178

Committee Item No. 1

Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance SUB-Committee Date 03/06/2013

Board of Supervisors Meeting

Date MARCH 12, 2013

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young Date March 1, 2013

Completed by: Victor Young Date 3-7-13

1 [Accept-Expend Grant - CalRecycle Tire Derived Product Program - \$150,000]
2

3 **Resolution authorizing the Recreation and Park Department to retroactively accept and**
4 **expend a CalRecycle Tire-Derived Product (TDP) Grant in the amount of \$150,000 from**
5 **the California Department of Resources Recycling and Recovery for the purchase of**
6 **TDP materials for use at various City park sites for the period of June 1, 2011, through**
7 **March 31, 2013.**
8

9 WHEREAS, The California Department of Resources Recycling and Recovery
10 (CalRecycle) offers the Tire-Derived Product (TDP) Grant Program to promote markets for
11 recycled-content products derived from California-generated waste tires to decrease the
12 adverse environmental impacts created by the unlawful disposal and stockpiling of waste
13 tires; and

14 WHEREAS, CalRecycle has awarded the Recreation and Park Department (RPD) a
15 grant in the amount of \$150,000 to purchase crumb rubber generated by waste tires for use
16 on park properties; and

17 WHEREAS, Crumb rubber is used in the cushioning layer of pour-in-place playground
18 systems and artificial turf playfields; and

19 WHEREAS, RPD intends to use approximately \$67,100 of the grant funds to purchase
20 crumb rubber for improvements to the athletic fields at Franklin Square, Garfield Square,
21 Kimbell Playground, Silver Terrace, and Young Blood Coleman, and to help fund playground
22 resurfacing costs at Cabrillo Playground, Lafayette Playground and Sunset Playground; and

23 WHEREAS, RPD will determine if other park facilities can benefit from the use of TDP
24 materials and allocate remaining grant funds to those sites, subject to CalRecycle's approval
25 of RPD's request for an extension of the grant; and

1 WHEREAS, The grant performance period is June 1, 2011 through March 31, 2013;

2 and

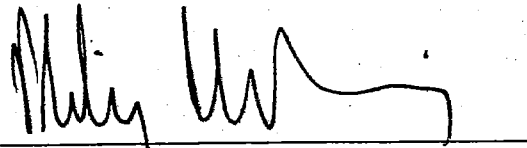
3 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now,
4 therefore, be it

5 RESOLVED, That the Board of Supervisors hereby authorizes the Recreation and Park
6 Department to retroactively accept and expend a grant in the amount of \$150,000 from
7 CalRecycle to purchase tire-derived products for various park facilities in the City; and be it

8 FURTHER RESOLVED, That the Board of Supervisors waives inclusion of indirect
9 costs in the grant budget; and be it

10 FURTHER RESOLVED, That the Board of Supervisors appoints the General Manager
11 of the Recreation and Park Department as agent to conduct all negotiations, execute and
12 submit all documents including, but not limited to applications, agreements, payment
13 requests, scope changes, and so on, which may be necessary for the expenditure and
14 implementation of the grant.

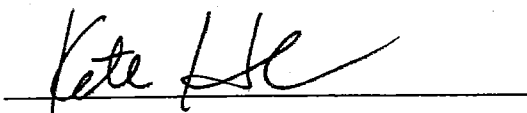
15 Recommended:

16
17
18 

19 General Manager, Recreation and Park Department

20
21 Approved:

Approved:

22
23
24 

25 Mayor



Controller



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Philip A. Ginsburg, General Manager
Recreation and Park Department
DATE: January 22, 2013
SUBJECT: Accept and Expend Tire Derived Product Grant
GRANT TITLE: CalRecycle Tire Derived Product Grant

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Project Budget Information for Each Site
- Grant Agreement
- Scope Modification Request and Approval

Special Timeline Requirements: Projects funded by this grant are expected to be completed by March 30, 2013.

Departmental representative to receive a copy of the adopted resolution:

Name: Toni Moran Phone: 415 581-2555

Interoffice Mail Address: toni.moran@sfgov.org

Certified copy required Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: CalRecycle Tire Derived Product Grant
2. Department: Recreation and Park Department
3. Contact Person: Toni Moran Telephone: 415 581-2555
4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$150,000

6a. Matching Funds Required: \$ None

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: California Department of Resources Recycling and Recovery

b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:

The grant will be used to purchase of crumb rubber materials used for playground surface systems at Cabrillo Playground, Lafayette Playground, and Sunset Playground. The grant will also purchase crumb rubber materials to be used at five synthetic turf play fields: Franklin Square, Garfield Square, Kimball Playground, Silver Terrance Soccer Field and Youngblood Coleman Athletic fields. The materials will be used as part of the reapplication of infill materials returning them to the recommended level, thus assisting in the long term maintenance and sustainability of the fibers. The newly acquired infill will be applied by field staff utilizing a seed spreader to disperse the material and a greens groomer to level the infill and stand up the fibers.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: June 1, 2011

End-Date: March 31, 2013

10a. Amount budgeted for contractual services: \$25,655

b. Will contractual services be put out to bid? Yes

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? Yes

d. Is this likely to be a one-time or ongoing request for contracting out? One-time

11a. Does the budget include indirect costs?

Yes

No

b1. If yes, how much? \$ N/A

b2. How was the amount calculated? N/A

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? The grant funds material cost only and there are not indirect cost incurred on material purchases.

12. Any other significant grant requirements or comments: Materials must be derived from California Recycled Passenger Tires. The product supplies must certify compliance with product requirements.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments: The grant will provide funding for three capital projects (Cabrillo, Lafayette, and Sunset) that are compliant with ADA requirements. In addition, the Recreation and Park Operations Division will receive funds to purchase materials for maintenance purposes; therefore the ADA requirement does not apply to those projects.

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Paulina Araica,

(Name)

ADA Compliance Coordinator, Recreation and Park Department, Planning and Capital Division

(Title)

Date Reviewed: January 15, 2013


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

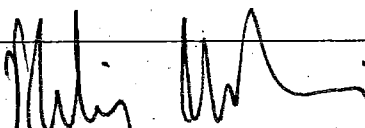
Philip A. Ginsburg

(Name)

General Manager, Recreation and Park Department

(Title)

Date Reviewed: January 14, 2013


(Signature Required)

Cal Recycle Tire Derived Product Grant

GRANT BUDGET

Cabrillo Playground - Crumb Rubber Material	\$ 8,633.62
Lafayette Playground Crumb Rubber Material	\$15,743.66
Sunset Playground Crumb Rubber Material	\$12,707.97
Athletic fields in-fill project: Crumb Rubber Material	\$30,000.
TOTAL	\$67,085.25
 Unallocated Grant Funds	 \$82,914.75

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 5/11)

		GRANT NUMBER TDP10-10-86
NAME OF GRANT PROGRAM 2010/11 Tire Derived Product Grants		
GRANTEE NAME San Francisco Recreation and Park Department		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED \$150,000.00	
TERM OF GRANT AGREEMENT FROM: June 1, 2011	TO: March 31, 2013	

THIS AGREEMENT is made and entered into on this 1st day of June 2011, by the Department of Resources Recycling and Recovery (CalRecycle) and San Francisco Recreation and Park Department (the "Grantee"). 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. CalRecycle and the Grantee, in mutual consideration of the promises made herein, agree to adhere to the provisions of the following exhibits attached hereto and incorporated herein:

- Exhibit A – Terms & Conditions
- Exhibit B – Procedures & Requirements
- Exhibit C – Application

The Grantee's CalRecycle-approved Application and Application Guidelines and Instructions are incorporated by reference herein and made a part hereof:

CalRecycle agrees to fund work done by the Grantee in accordance with this Agreement up to but not to exceed the Total Grant Amount specified herein. The parties hereto have executed this Agreement as of the dates entered below.

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

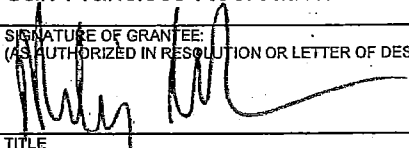
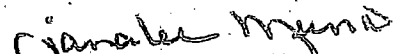
CALRECYCLE		GRANTEE' NAME (PRINT OR TYPE) San Francisco Recreation and Park Department		
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE: (AS AUTHORIZED IN RESOLUTION OR LETTER OF DESIGNATION AUTHORIZATION) 		
Director, CalRecycle	DATE	TITLE General Manager (Authorized representative)	DATE 6-14-2011	
		GRANTEE' ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 30 Van Ness Ave., 5th Floor, San Francisco CA 94012-6020		
CERTIFICATION OF FUNDING				
AMOUNT ENCUMBERED BY THIS AGREEMENT \$150,000.00	PROGRAM/CATEGORY (CODE AND TITLE) 2010/11 Tire Derived Product Grants		FUND TITLE TIRE	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$150,000.00	ITEM 3500-101-0226	CHAPTER 712	STATUTE 2010	FISCAL YEAR 2010/11
	OBJECT OF EXPENDITURE (CODE AND TITLE) 7820-G3301-702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF CALRECYCLE ACCOUNTING OFFICER: 		DATE JUN 09 2011		

EXHIBIT A
TERMS AND CONDITIONS
Tire-Derived Product Grant Program
Fiscal Year 2010-2011 (Cycle10)

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the Department of Resources Recycling and Recovery within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by CalRecycle until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

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

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

1. ACKNOWLEDGEMENTS

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

**2. ADVERTISING/ PUBLIC
EDUCATION**

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

**3. AIR OR WATER
POLLUTION VIOLATION**

Under the State laws, the Grantee shall not be:

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

4. AMENDMENT

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

**5. AMERICANS WITH
DISABILITIES ACT**

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

**6. ASSIGNMENT,
SUCCESSORS AND
ASSIGNS**

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

**7. AUDIT/RECORDS
ACCESS**

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

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

8. AUTHORIZED REPRESENTATIVE	The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.
9. AVAILABILITY OF FUNDS	CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.
10. CHILD SUPPORT COMPLIANCE ACT	<p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <p>a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and</p> <p>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.</p>
11. COMMUNICATIONS	All communications from the Grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.
12. COMPLIANCE	<p>The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.</p> <p>With each Payment Request (CalRecycle 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CalRecycle 669) on file with CalRecycle is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CalRecycle 669) available at: www.calrecycle.ca.gov/Grants/Forms/CalRecycle669.doc.</p>
13. CONFLICT OF INTEREST	<p>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.</p> <p><i>Current State Employees (Public Contracts Code (PCC) § 10410):</i></p> <p>a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has</p>

a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

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

Former State Employees (PCC § 10411):

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

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

**14. 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.

**15. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to CalRecycle any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, CalRecycle shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of CalRecycle. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for

assigning such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of CalRecycle and would serve the public interest, upon written request by the Grantee, CalRecycle may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

- b. CalRecycle hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting CalRecycle's intellectual property rights therein: "© {year of creation} by the Department of Resources Recycling and Recovery (CalRecycle). Used pursuant to license granted by CalRecycle. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."

**16. CORPORATION
QUALIFIED DOING
BUSINESS IN
CALIFORNIA**

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

**17. 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.

**18. DISCRETIONARY
TERMINATION**

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

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

	<p>c. Reimburse CalRecycle for any unspent funds.</p>
<p>19. DISPUTES</p>	<p>Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.</p>
<p>20. DRUG-FREE WORKPLACE CERTIFICATION</p>	<p>The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:</p> <ul style="list-style-type: none"> a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations. b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations. c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
<p>21. EFFECTIVENESS OF AGREEMENT</p>	<p>This Agreement is of no force or effect until signed by both parties.</p>
<p>22. ENTIRE AGREEMENT</p>	<p>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.</p>
<p>23. ENVIRONMENTAL JUSTICE</p>	<p>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.</p>
<p>24. EXPATRIATE CORPORATIONS</p>	<p>The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.</p>
<p>25. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT</p>	<p>CalRecycle will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <ul style="list-style-type: none"> a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or b. Cleanup of the environment; or c. Enforcement of solid waste statutes and regulations, as applicable. <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p>

26. FORCE MAJEURE	<p>a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or</p> <p>b. The cleanup of the environment; or</p> <p>c. The enforcement of solid waste statutes and regulations, as applicable.</p> <p>If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement any grant funds not already paid by CalRecycle, including, but not limited to, the ten percent (10%) withhold.</p>
27. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	<p>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.</p>
28. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES	<p>If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to CalRecycle any funds improperly expended.</p>
29. GRANT MANAGER'S AUTHORITY	<p>The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.</p>
30. GRANTEE ACCOUNTABILITY	<p>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).</p>
31. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	<p>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.</p>
	<p>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 in the performance of this Agreement.</p>

32. 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.

33. 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. (Not applicable to public entities.)

34. 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.

35. 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.

36. NON-DISCRIMINATION CLAUSE

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

37. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

38. PAYMENT

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

39. 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.

40. 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).

**41. 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.

**42. RECYCLED-CONTENT
PAPER**

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

**43. RECYCLED-CONTENT
PRODUCT
PROCUREMENT**

In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.calrecycle.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy. The Grantee shall maintain documentation of the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds for production in case of an audit.

44. REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
45. REDUCTION OF WASTE TIRES	Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
46. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
47. SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
48. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
49. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.
50. TERMINATION FOR CAUSE	CalRecycle may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to CalRecycle's ten percent (10%) retention policy.
51. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.
52. TOLLING OF STATUTE OF LIMITATIONS	The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to the Executive Director and/or the Board.

53. UNION ORGANIZING

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

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

54. 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.

55. 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.

56. WORK PRODUCTS

The Grantee must provide CalRecycle with copies of all final products identified in the Work Plan.

57. WORKERS' COMPENSATION/ LABOR CODE

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

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Tire-Derived Product (TDP) Grant Program
Fiscal Year 2010/11 Cycle 10

INTRODUCTION

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

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

PROJECT REQUIREMENTS

- Products must be installed at the location(s) specified in the Grant Application.
- Project(s) must be completed by March 31, 2013 to ensure full reimbursement.
- Products must be made from 100% recycled California (CA) waste tires.
- Project(s) must divert a minimum of 2,500 CA tires. Multiple products/projects may be combined to achieve a combined minimum of 2,500 CA tires diverted.
- Project(s) must not have previously received CalRecycle grant funds.

PROJECT MODIFICATION REQUEST(S)

Proposed changes or modifications to the approved project must be requested in writing to the CalRecycle Grant Manager. The CalRecycle Grant Manager must approve the proposed changes in writing prior to the Grantee performing any changes or incurring any related costs. The request must include the reason for change, a summary of the new project (including location), a new work plan, a new budget and photograph of the site, a new, completed Tire-Derived Product Certification form (CalRecycle 227) and a new, completed General Checklist of Business Permits, Licenses and Filing Document (CalRecycle 669), as applicable.

PLAYGROUND* INSPECTION REQUIREMENTS

Grant funding for Playground Projects is conditioned on Playground Project certification by a certified Playground Inspector. Expenses associated with inspection and certification are not reimbursable under the Grant.

If your Project is for playground improvement (replacement of equipment or modification of components, including surfacing, inside existing playgrounds), California law requires documentation of compliance with standards set forth by the American Society for Testing and Materials (ASTM) and the playground-related guidelines set forth by the United States Consumer Product Safety Commission (CPSC). Therefore, after installation, the TDP Project (playground) must be inspected and found in compliance by a certified Playground Inspector before CalRecycle can approve any Payment Request. Costs associated with these requirements are not reimbursable under the Grant.

The California Parks & Recreation Society (CPRS) provides examples of playground inspection documents on their website at <http://www.cprs.org/>. Scroll down to the *Resources* link and go to *Information and Referral*, click on *Playground Safety Inspector Worksheets*. For playground surfacing projects, see the *Surfacing Worksheet*. These documents are referenced for information purposes only, your certified Playground Inspector will determine the applicable documentation.

INELIGIBLE COSTS

Ineligible costs include, but are not limited to:

- Equipment, installation and labor costs.
- Cost of materials made from non-CA waste tires or truck tire buffings.
Note: Truck tire buffings may be used in the project, but will not be reimbursed by CalRecycle under this grant program.
- Costs that exceed the maximum reimbursement rate of \$5 per PTE.

**GRANT PAYMENT
REQUEST PROCESS &
REQUIRED
DOCUMENTATION**

1. Submit a Grant Payment Request (CalRecycle 87) with an original signature of the signatory or his/her designee*, as authorized by Grantee's Resolution or Letter of Commitment, to:

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

* 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 CalRecycle Grant Manager.

Copies of or faxed Grant Payment Request forms will not be approved for payment.

2. Submit cost and payment documentation with the Payment Request:
 - a) Acceptable supporting documentation must include one of the following: Invoices, receipts or purchase orders containing the product manufacturer, supplier/vendor, and/or contractor name, phone number, address, purchase amount, date and description of goods/services.
 - b) Acceptable proof of payment must include one of the following: Copies of cancelled check(s); invoice(s) marked as paid; receipts; and accounting reports if they contain check number, date, product manufacturer, supplier/vendor, and/or contractor name and amount.
3. Submit a final Tire-Derived Product Certification form (CalRecycle 227) completed by the product manufacturer, supplier/vendor, and/or contractor.
4. Submit an final General Checklist of Business Permits, Licenses and Filings form (CalRecycle 669) if the status has changed since the last submitted form.

For all forms listed above visit the CalRecycle Grants Forms web site at, <http://www.calrecycle.ca.gov/Grants/Forms/>

5. Submit not less than five digital post-construction photographs of the Project site showing the completed Project.
6. For Playground Projects only. The Grantee must submit the following inspection documentation of compliance to CalRecycle before a Payment Request can be approved:
 - Playground name, address and location;
 - Statement by the Playground Inspector that the Playground Project meets at least the minimum requirements;
 - Playground Inspector's certified playground safety inspector number assigned by the National Playground Safety Institute; and
 - Playground Inspector's signature.

**RECORDS AND AUDIT
REQUIREMENTS**

This grant is subject to a desk or field audit. See "Audit/Records Access" section in Exhibit A - *Terms and Conditions*, for more information.

ANNUAL SURVEY

Post-grant term Annual Surveys are required by this Agreement to help assess your long-term satisfaction with the TDP funded by this Grant. The Grantee must complete and submit an Annual Survey for the TDP Grant Program every year for five (5) years after the grant closes based on the schedule below.

Survey Due	Survey Period
June 30, 2014	Completion of Project – June 30, 2014
June 30, 2015	July 1, 2014 – June 30, 2015
June 30, 2016	July 1, 2015 – June 30, 2016
June 30, 2017	July 1, 2016 – June 30, 2017
June 30, 2018	July 1, 2017 – June 30, 2018

The annual online survey may be accessed online at <http://www.calrecycle.ca.gov/Tires/Grants/Product/Survey.htm>.

**REPORT, PAYMENT
REQUEST, SURVEY
SUBMITTAL**

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

Please submit all Reports and Payment Requests:

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

QUESTIONS?

Phone: (916) 341-5062

Email: grants@calrecycle.ca.gov

Tire-Derived Product (TDP) Grant Program – TDP10 (FY 2010/11)

Complete and submit all sections.

APPLICANT / ORGANIZATION INFORMATION			
APPLICANT / ORGANIZATION NAME: (MUST MATCH RESOLUTION OR LETTER OF COMMITMENT) San Francisco Recreation and Park Department		REQUESTED GRANT AMOUNT: (ROUND AMOUNTS TO THE NEAREST WHOLE DOLLAR) \$150,000	
MAILING ADDRESS: 30 Van Ness Avenue		PROJECT ADDRESS: (LIST ALL LOCATIONS) 650 Capital Avenue	
CITY: San Francisco		CITY: San Francisco	
COUNTY: San Francisco	ZIP CODE: 94102	COUNTY: San Francisco	ZIP CODE: 94112
PRIMARY CONTACT NAME: Toni Moran	SIGNATURE AUTHORITY NAME: (AS AUTHORIZED IN RESOLUTION OR LETTER OF COMMITMENT) Philip A. Ginsburg	AUTHORIZED DESIGNEE NAME: (IF APPLICABLE, AS AUTHORIZED IN LETTER OF DESIGNATION) Dawn Kamalanathan	
TITLE: Environmental Specialist/Grants	TITLE: General Manager	TITLE: Director of Planning and Capital Management	
TELEPHONE NUMBER: 415 581-2555	TELEPHONE NUMBER: 415 831-2701	TELEPHONE NUMBER: 415 581-2559	
FAX NUMBER: 415 581-2540	FAX NUMBER: 415 831 2096	FAX NUMBER: 415 581-2555	
EMAIL ADDRESS: Toni.moran@sfgov.org	EMAIL ADDRESS: Philip.ginsburg@sfgov.org	EMAIL ADDRESS: Dawn.kamalanathan@sfgov.org	
APPLICANT: TYPE OF ENTITY (CHECK ONLY ONE): <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> CITY & COUNTY <input type="checkbox"/> PUBLIC SCHOOL DISTRICT <input type="checkbox"/> COLLEGE OR UNIVERSITY <input type="checkbox"/> SPECIAL DISTRICT <input type="checkbox"/> PARK DISTRICT <input type="checkbox"/> QUALIFYING CALIFORNIA INDIAN TRIBE <input type="checkbox"/> PUBLIC RECREATIONAL FACILITY <input type="checkbox"/> OTHER: _____			
LEGISLATIVE DISTRICT NUMBERS (TO FIND YOUR DISTRICT, USE APPLICANT'S MAILING ADDRESS ABOVE AND GO TO www.ca1recycle.ca.gov/Profiles/Juris/) ASSEMBLY: SENATE: 12 3		FEDERAL TAX IDENTIFICATION NUMBER: 946-000417	
TYPE OF TIRE DERIVED PRODUCT APPLICANT IS APPLYING FOR:			
PRODUCT / PROJECT INFORMATION			
AGRICULTURE/LANDSCAPE: <input type="checkbox"/> MULCH OR BARK <input type="checkbox"/> WEED ABATEMENT COVERINGS <input type="checkbox"/> TREE CARE PRODUCTS <input type="checkbox"/> HORSE STALL MATS/ARENAS <input type="checkbox"/> OTHER: _____	RECREATION: <input type="checkbox"/> PLAYGROUND <input type="checkbox"/> TRACK <input type="checkbox"/> SIDEWALK/PATHWAY <input type="checkbox"/> SPORTS SURFACING <input checked="" type="checkbox"/> OTHER: <u>ARTIFICIAL TURF ATHLETIC FIELDS</u>	TRANSPORTATION: <input type="checkbox"/> GUARD RAILS OR COMPONENTS <input type="checkbox"/> RAILROAD TIES <input type="checkbox"/> SOUND BARRIERS <input type="checkbox"/> TRAFFIC SAFETY PRODUCTS <input type="checkbox"/> OTHER: _____	

ENVIRONMENTAL JUSTICE CERTIFICATION

Entities that receive grant funding from CalRecycle must comply with the principles of Environmental Justice, which is defined as "the fair treatment of people of all race, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies." (Govt. Code § 65040.12(e))

Must check box



By checking this box, the Applicant acknowledges that its organization must comply with these principles of Environmental Justice.

FUNDING CERTIFICATION

See Application Guidelines & Instructions for more information about this requirement.

Must check box



By checking this box, the Applicant acknowledges that it has or will have any additional funds needed to complete the project by the end of the grant term.

ACCEPTANCE OF GRANT PROVISIONS

Visit the TDP website to download Grant Administration Documents
<http://www.calrecycle.ca.gov/Tires/Grants/Product/FY201011/default.htm>

Must check box



By checking this box, Applicant acknowledges that submittal of this Application constitutes acceptance of all Grant Agreement provisions as contained in the Application Guidelines and Instructions, Terms and Conditions, and Procedures and Requirements.

RESOLUTION or LETTER OF COMMITMENT REQUIREMENT

Must submit either an approved Resolution or Letter of Commitment, valid up to 5 years, or check the second box. (Not required but if applicable, submit a current Letter of Designation (LOD) for signature designee)

See Application Guidelines & Instructions for Resolution, Letter of Commitment and Letter of Designation (LOD) information and example.

Must check one box



For entities with governing bodies:

By checking this box, Applicant acknowledges that an approved Resolution and, if applicable, LOD designating additional signature authority is enclosed with the Application.

For entities without governing bodies:

By checking this box, Applicant acknowledges that a letter bearing Applicant's letterhead, signed by a person with authority to contractually bind the Applicant, authorizing the Application and designating a signature authority for all applicable grant documents required to complete the grant project is enclosed with the Application.



By checking this box, Applicant acknowledges that Applicant's approved Resolution must be received by CalRecycle no later than March 4, 2011. Applicant further acknowledges that if the Resolution is received after this date, the Application will be disqualified.

ENVIRONMENTALLY PREFERABLE PURCHASES AND PRACTICES POLICY CERTIFICATION

Environmentally preferable purchasing protects human health and environmental well-being by reducing the procurement of goods and services that result in larger volumes of waste and pollutants. The Legislature declares that the responsibility of environmentally preferable purchasing shall be that of any agency that does procuring on behalf of the state (Chan, Statutes of 2002, Chapter 575), and this extends to grantees using state funds.

"Environmentally preferable purchasing (EPP)" as defined in PCC section 12400 means "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose. This comparison shall take into consideration, to the extent feasible, raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, safety, the needs of the purchaser, and cost." In other words, EPP considers, among other things, the environment, performance and cost."

Acknowledgement that your organization has an Environmentally Preferable Purchases and Practices Policy

Must check one

Note: See Application Guidelines & Instructions for Environmentally Preferable Purchasing and Practices Policy information and Notification



Yes, our entire organization¹ has an Environmentally Preferable Purchasing and Practices Policy.
Date adopted: **June 7, 2005**

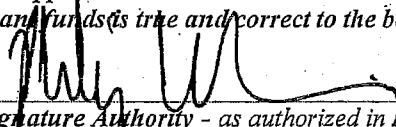


No, our entire organization does not have an Environmentally Preferable Purchasing and Practices Policy. We acknowledge that our organization must adopt one by March 4, 2011 and send notification to the CalRecycle of such adoption by secondary deadline; **March 4, 2011**, or our application will be disqualified.

APPLICATION CERTIFICATION

Certification: I declare, under penalty of perjury under the laws of the State of California, that I have read all information in the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge.

X



February 1, 2011

*Signature Authority - as authorized in Resolution or Letter of Commitment; or
Authorized Designee - as authorized in submitted Letter of Designation*

Date
February 1, 2011

Philip A. Ginsburg

General Manager

Print Name

Print Title

PROJECT DESCRIPTION

Provide a brief description of the project(s) below (3-5 sentences).

Ocean View Playground Athletic Fields Renovation Project

The athletic fields at the Ocean View Playground are unsafe and in poor condition due to heavy use, abundant gopher holes, and year-round wet conditions. Several times during the year, portions of these fields closed and out of use for rest and regrowth, further limiting the San Francisco Recreation and Park Department's ability to meet the public demand for recreation. The Ocean View Playground Athletic Fields, approximately 274,000 square feet in size, will be replaced with high-quality synthetic turf. The Cal Recycle Tire Derived Product Grant will fund the portion of California Recycled crumb rubber used as in-fill for these fields.

¹ "Entire organization" refers to the entire city or county applicant, not an individual office or subunit of the larger entity.

Tire-Derived Product (TDP) Certification

This Certification must be completed and submitted with the Grant Application, Modification and Payment Request(s).
 By signing this form, the signatory for the product manufacturer, product supplier/vendor, or contractor certifies, under penalty of perjury, that the information provided below is true and accurate.

Applicant/Grantee Name: San Francisco Recreation and Park Department
 Grant # (if applicable): TDP10 (FY 2010/11)
 Price Quote Payment Request

PLEASE CHECK APPROPRIATE BOX: MANUFACTURER PRODUCT SUPPLIER/VENDOR CONTRACTOR

NAME: GRUMB RUBBER MANUFACTURE
 CONTACT NAME: FRED MILANI
 ADDRESS: 15800 AVALON BLVD. RANCHO DOMINGUEZ, CA 90220
 PHONE: (310) 538-2222
 FAX: (310) 538-2227
 EMAIL: FEMILANI@AOL.COM
 WEBSITE: WWW.GRUMRUBBER.COM
 ATTACH CERTIFICATE OF ORIGIN, BILL OF LADING, MANIFEST OR OTHER ACCEPTABLE SUPPORTING DOCUMENTATION - SEE INSTRUCTIONS ON NEXT PAGE.

Specify Product Description and Material Type	Product Weight In lbs. (CA Waste Tires)	Passenger Tire Equivalent (PTE) (Use 12 lbs. or 20 lbs.*)	Number of Tires Diverted (In PTEs)	Cost Per Tire	Material Cost
Match - Rubber	115,500 lbs.	EXAMPLE: 12 lbs. = 1 tire	= 9,625 PTEs	\$ 3.79	= \$ 36,478
Rubber In-fill Material - Oceanview Park	830,463	12	= 69,205	\$ 4.00	= \$ 276,820.00
Rubber In-fill Material Beach Chael Soccer	1,092,000	12	= 91,000	\$ 4.00	= \$ 364,000.00
Totals:			= 160,205	\$ 4.00	= \$ 640,820.00

I certify, under penalty of perjury, that the Product described above and, if applicable, sold to the above named Applicant/Grantee is manufactured from 100% California waste tires and that the Material Cost excludes the cost of truck tire buffing, if any. I understand that if it cannot be verified that the source of the material is from 100% California-generated waste tires, that the CalRecycle may deny reimbursement or require the Grantee to return all grant funds previously paid under this grant, and that the Grantee may seek reimbursement from the above-named manufacturer, product supplier/vendor, and/or contractor.

Signature of Product Manufacturer, Supplier/Vendor, or Contractor: *Fred Milani* Print Name: Fred Milani Title: Quality Assurance Manager Date: 2-2-2011

Signature of Applicant/Grantee: *Toni Moran* Print Name: Toni Moran Title: Grant Manager Date: January 27, 2011

Signatory acknowledges that as a condition to applying for this Grant, the Applicant and its representatives will treat the quote and related information contained in the document as confidential to protect the proprietary bid information.

GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS

CalRecycle 669 (Rev. 01/10)

GRANT APPLICANT/GRANTEE NAME San Francisco Recreation and Park Department		
GRANT NAME AND CYCLE Tire Derived Product Grant Program, TDP 10 (FY 2010/11)	GRANT NUMBER, IF APPLICABLE TPD 10 (FY2010/11)	DATE SUBMITTED/UPDATED 2-1-2011

Mark (✓ or X) appropriate box on each line below. All lines must be completed.

Note: This list is not all-inclusive. Grant Applicant/Grantee must list other critical permits/licenses/filings not identified below.

Grant Applicant/Grantee currently holds this valid permit/license/filing			
Grant Applicant/Grantee will modify and/or obtain this permit/license/filing			
This permit/license/filing is not applicable for this grant project or business			
		LOCAL PERMITS, LICENSES & FILINGS	REGULATOR OR ISSUER
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Authority to Construct/Permit to Operate	Air Quality Management District
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Building Construction Permit	City or County
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Business License	City or County
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Fictitious Business Name Filing	County
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Land Use Permit/Zoning Clearance/Conditional Use Permit	City or County
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Permit By Rule (PBR) for Permanent HHW Facilities or Temporary Collection Events	City, County or Cal/EPA-DTSC
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Waste Hauler Permit	City or County
		STATE PERMITS, LICENSES & FILINGS	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Antifreeze, Battery, Oil & Paint (ABOP) Notification	CUPA or Cal/EPA-DTSC
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Corporate, Company or Partnership Filings	Ca. Secretary of State
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Hazardous Waste Haulers Permit	Cal/EPA – DTSC
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Industrial Activities Storm Water General Permit	Cal/EPA – SWRCB
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Non-Profit Organization 501 (C) (3)	Ca. Secretary of State
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Prop. 65 Safe Drinking Water & Toxic Enforcement Act	Cal/EPA – OEHHA
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Solid Waste Facilities Permit	Cal/EPA – CalRecycle
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> State EPA Identification Number	Cal/EPA – DTSC
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Waste and Used Tire Hauler Registration	Cal/EPA – CalRecycle
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Waste Discharge Requirements	Cal/EPA – SWRCB
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Waste Tire Facilities Permit	Cal/EPA – CalRecycle
		FEDERAL PERMITS, LICENSES & FILINGS	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> US EPA – Identification Number	US EPA
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> US EPA – NPDES and/or NSR Permits	US EPA
		OTHER PERMITS, LICENSES & FILINGS	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Electrical Permit	San Francisco City Planning Department
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROPOSED WORK PLAN

List the individual activities, tasks, subtasks, and timelines necessary to complete the project(s).

*Note: If additional space is needed, the Work Plan may be reproduced as necessary.
 See Application Guidelines & Instructions for example.*

Pre-Installation Phase

Task #	Task Description	Product or Results	Timeframe (use dates)
1	Create Conceptual Design for Project Site	Contractor Secured	September - December 2011
2	Develop and Advertise Bid Package	Design Complete	December 2011 – January 2012

Installation Phase

Task #	Task Description	Product or Results	Timeframe (use dates)
3	Site Preparation	Demolition of Fields	March 2012
4	Install Synthetic Fields	In-fill and surface materials installed	September – October 2012
5	Project closeout and punch list items	Project Completed	November – December 2012

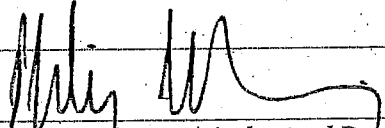
Post-Installation Phase

Task #	Task Description	Product or Results	Timeframe (use dates)
6	Purchase and Install Signage	Signage Installed	September – October 2012
7	Evaluate Project	Project Evaluation	November 2012
8	Final Report	Final Report	December 2012

Mark (✓ or X) appropriate box below.

<input type="checkbox"/>	PRIVATE ENTITY CERTIFICATION: I declare under penalty of perjury under the laws of the State of California that the proposed grantee: 1) is in good standing and qualified to do business in the State; and 2) has or will comply with all applicable state, federal, and local laws, ordinances, regulations, license and permit requirements necessary for the proper performance of this grant; and 3) where compliance has not been met, I have attached a letter describing what has been done to achieve full compliance.
<input checked="" type="checkbox"/>	PUBLIC ENTITY CERTIFICATION: I declare under penalty of perjury under the laws of the State of California that the proposed grantee: 1) has or will comply with all applicable state, federal, and local laws, ordinances, regulations, license and permit requirements necessary for the proper performance of this grant; and 2) where compliance has not been met, have attached a letter describing what has been done to achieve full compliance.

Executed at: San Francisco, CA on February 1, 2011
City and State Date

<input checked="" type="checkbox"/>		Date
<i>Signature Authority / Authorized Designee (as authorized in Resolution, Letter of Commitment or Letter of Designation (LOD))</i>		
Philip A. Ginsburg		General Manager, San Francisco Recreation and Park Department
<i>Print Name</i>		<i>Print Title</i>

Note: Falsification under penalty of perjury may result in criminal and civil penalties. In addition, pursuant to the terms of the Grant Agreement, any misrepresentations in the above certification shall constitute a breach of contract that could result in non-payment of grant funds to the grantee; relinquishment by the grantee of funds previously paid; termination of the grant; and/or placing the grantee on CalRecycle's Unreliable Contractor's List.

RECREATION AND PARK COMMISSION

City and County of San Francisco

Resolution No. 1106-004

**AUTHORIZING THE SUBMITAL OF APPLICATION (S) FOR ALL CALRECYCLE
GRANT FOR WHICH THE SAN FRANCISCO RECREATION AND PARK
DEPARTMENT IS ELIGIBLE FROM JULY 1, 2011 – JUNE 30, 2016**

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

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

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; now, therefore, be it

RESOLVED that the Recreation and Park Commission authorizes the submittal of application(s) to CalRecycle for all grants for which the Recreation and Park Department is eligible; and be it

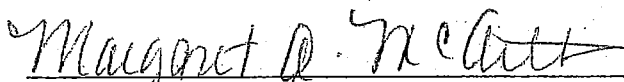
FURTHER RESOLVED that the General Manager, or his/her designee is hereby authorized and empowered to execute in the name of the San Francisco Recreation and Park Department all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from **July 1, 2011 – June 30, 2016.**

Adopted by the following vote:

Ayes	4
Noes	0
Absent	3

I certify that the foregoing resolution was adopted
at the meeting of the Recreation and Park
Commission held on June 16, 2011


Margaret A. McArthur, Commission Liaison



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

March 1, 2011

Debbie Silva Escobar
Department of Resources Recycling and Recovery (CalRecycle)
Financial Resources Management Branch, 9th Floor
1001 I Street -- P.O. Box 4025
Sacramento, CA 95812-4025

Re: Signature Authority for San Francisco Recreation and Park Department

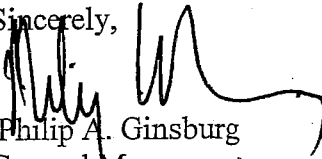
I am the designated Signature Authority for the San Francisco Recreation and Park Department. I am authorized to execute on behalf of the San Francisco Recreation and Park Department, all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved Grant Project.

I am authorized to delegate this authority. Accordingly, I hereby delegate this authority to the Director of Planning and Capital Management who is specifically identified below.

Dawn Kamalanathan
30 Van Ness Avenue, Fifth Floor
San Francisco, CA 94102-6020
415 581-2559

If you have any questions, please contact our grant manager, Toni Moran, at (415) 581-2555 or by email at toni.moran@sfgov.org.

Sincerely,



Philip A. Ginsburg
General Manager



Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

July 12, 2012

Angela Gilliam
CalRecycle, Financial Assistance Division
P.O. BOX 4025
Sacramento, CA 95812-4025

RE: Revisions to Scope Change for TDP 10-10-86

Dear Ms. Gilliam,

Per your e-mail request date July 3, 2012, I have made the following corrections/modification to the scope modification we requested on June 13, 2012.

- 1: Updated Proposed Work Plans for Lafayette, Precita, Sunset, and Cabrillo Playgrounds.
2. Secure new Tire Derived Tire Certification from Tot Turf and Crumb Rubber Manufacture on the most current 227 Form. My contact at Spectra-Turf has been on vacation and I will be on vacation from July 15 – 27, so I will submit a separate request for Spectra Turf projects when I return.

The Recreation and Parks Department is requesting **\$68,851.29** of the TDP10-10-86 for the project listed in Tables 1 & 2.

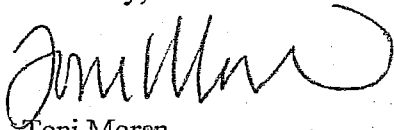
Table 1 – Proposed Playground Projects in San Francisco Proposed TDP Product Supplier: Tot Turf	
Playground Pour-in-Place Crumb Rubber – (Revised TPD Certification 1)	Eligible Material Cost
Lafayette Playground, Gough St at Washington	\$15,743.66
Precita Playground, Precita at Alabama	\$ 1,766.14
Sunset Playground, Lawton at 29 th Ave,	\$12,707.87
Cabrillo Playground, 38 th Ave near Cabrillo	\$ 8,633.62
Total Cal Recycle for Playground	\$38,851.29

Angela Gilliam
July 12, 2012
Page 2 of 2

Athletic Field Rehabilitation Project Locations TPD Certificate 2)	Eligible Material Costs
Franklin Square, 16th & Bryant St, San Francisco, 94199	\$30,000
Garfield Square, 3100 26th St, San Francisco, 94110	
Kimball Playground, Steiner St, San Francisco, CA 94115	
Silver Terrace Soccer Field, 1778 Silver Ave, San Francisco, 94124	
Youngblood Coleman Athletic Fields, Mendell St & Fairfax Ave, San Francisco, 94199	

The combined total of both tables is \$68,851.29. Please give me call at your earliest convenience to discuss this revised proposal at (415) 581-2555

Sincerely,



Toni Moran
Environmental Specialist/Grant Writer, San Francisco Recreation and Park Department

Enclosed:

- TDP Certification Forms from Tot Turf (1)
- TDP Certification Forms from Crumb Rubber Manufacture (2)
- Revised Work Plans for the following Playground Projects: Lafayette, Precita, Sunset, and Cabrillo (4)

Moran, Toni

From: Gilliam, Angela <Angela.Gilliam@CalRecycle.ca.gov>
Sent: Thursday, August 02, 2012 11:57 AM
To: Moran, Toni
Cc: Gilliam, Angela
Subject: TDP10-10-86 Project Modification Request #1

Hello Toni,

Per our conference call this a.m., I will provide contingent approvals to proceed with the playground and sports field resurfacing projects (totaling \$68,851.29) at the following sites located in San Francisco as outlined in your Modification Request #1 package dated July 12, 2012:

Lafayette Playground, Gough Street at Washington
Precita Playground, Precita at Alabama
Sunset Playground, Lawton at 29th Avenue
Cabrillo Playground, 38th Avenue

And the sports field resurfacing projects located at:

Franklin Square, 16th and Bryant Streets
Farfield Square, 3100 26th Street
Kimball Playground, Steiner Street
Silver Terrace Soccer Field, 1778 Silver Avenue
Youngblood Coleman Athletic fields, Mendell Street and Fairfax Avenue

Additionally, you will revise the work plan submitted with this request to include an updated timeline. No need to update the cover letter as I have made the necessary updates/clarifications during our conversation.

As we also discussed, you will submit another modification package to support the remaining costs of the grant totaling \$81,149.

Thank you for ensuring that the grant funds are maximized and utilized according to the grant terms and for your efforts to run a smooth TDP grant program.

Angela M. Gilliam
Tire-Derived Product Grant Program
TIRE Unit
1001 I Street, PO Box 4025
Sacramento, CA 95812-4025
☎ (916) 341-6460 / ☎ (916) 319-7525
✉ angela.gilliam@calrecycle.ca.gov





Edwin M. Lee, Mayor
Philip A. Ginsburg, General Manager

July 12, 2012

Angela Gilliam
CalRecycle, Financial Assistance Division
P.O. BOX 4025
Sacramento, CA 95812-4025

RE: Revisions to Scope Change for TDP 10-10-86

Dear Ms. Gilliam,

Per your e-mail request date July 3, 2012, I have made the following corrections/modification to the scope modification we requested on June 13, 2012.

- 1: Updated Proposed Work Plans for Lafayette, Precita, Sunset, and Cabrillo Playgrounds.
2. Secure new Tire Derived Tire Certification from Tot Turf and Crumb Rubber Manufacture on the most current 227 Form. My contact at Spectra-Turf has been on vacation and I will be on vacation from July 15 – 27, so I will submit a separate request for Spectra Turf projects when I return.

The Recreation and Parks Department is requesting \$68,851.29 of the TDP10-10-86 for the project listed in Tables 1 & 2.

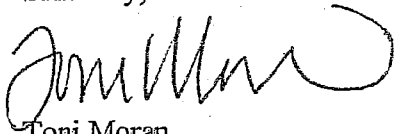
Table 1 – Proposed Playground Projects in San Francisco Proposed TDP Product Supplier: Tot Turf	
Playground Pour-in-Place Crumb Rubber – (Revised TPD Certification 1)	Eligible Material Cost
Lafayette Playground, Gough St at Washington	\$15,743.66
Precita Playground, Precita at Alabama	\$ 1,766.14
Sunset Playground, Lawton at 29 th Ave,	\$12,707.87
Cabrillo Playground, 38 th Ave near Cabrillo	\$ 8,633.62
Total Cal Recycle for Playground	\$38,851.29

Angela Gilliam
July 12, 2012
Page 2 of 2

Athletic Field Rehabilitation Project Locations TPD Certificate 2)	Eligible Material Costs
Franklin Square, 16th & Bryant St, San Francisco, 94199	\$30,000
Garfield Square, 3100 26th St, San Francisco, 94110	
Kimball Playground, Steiner St, San Francisco, CA 94115	
Silver Terrace Soccer Field, 1778 Silver Ave, San Francisco, 94124	
Youngblood Coleman Athletic Fields, Mendell St & Fairfax Ave, San Francisco, 94199	

The combined total of both tables is \$68,851.29. Please give me call at your earliest convenience to discuss this revised proposal at (415) 581-2555

Sincerely,



Toni Moran
Environmental Specialist/Grant Writer, San Francisco Recreation and Park Department

Enclosed:
TDP Certification Forms from Tot Turf (1)
TDP Certification Forms from Crumb Rubber Manufacture (2)
Revised Work Plans for the following Playground Projects: Lafayette, Precita, Sunset, and Cabrillo (4)

Moran, Toni

From: Gilliam, Angela <Angela.Gilliam@CalRecycle.ca.gov>
Sent: Thursday, August 02, 2012 11:57 AM
To: Moran, Toni
Cc: Gilliam, Angela
Subject: TDP10-10-86 Project Modification Request #1

Hello Toni,

Per our conference call this a.m., I will provide contingent approvals to proceed with the playground and sports field resurfacing projects (totaling \$68,851.29) at the following sites located in San Francisco as outlined in your Modification Request #1 package dated July 12, 2012:

Lafayette Playground, Gough Street at Washington
Precita Playground, Precita at Alabama
Sunset Playground, Lawton at 29th Avenue
Cabrillo Playground, 38th Avenue

And the sports field resurfacing projects located at:

Franklin Square, 16th and Bryant Streets
Garfield Square, 3100 26th Street
Kimball Playground, Steiner Street
Silver Terrace Soccer Field, 1778 Silver Avenue
Youngblood Coleman Athletic fields, Mendell Street and Fairfax Avenue

Additionally, you will revise the work plan submitted with this request to include an updated timeline. No need to update the cover letter as I have made the necessary updates/clarifications during our conversation.

As we also discussed, you will submit another modification package to support the remaining costs of the grant totaling \$81,149.

Thank you for ensuring that the grant funds are maximized and utilized according to the grant terms and for your efforts to run a smooth TDP grant program.

Angela M. Gilliam

Tire-Derived Product Grant Program

TIRE Unit

1001 I Street, PO Box 4025

Sacramento, CA 95812-4025

☎ (916) 341-6460 / 📠 (916) 319-7525

✉ angela.gilliam@calrecycle.ca.gov



Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

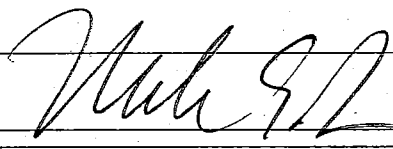
Supervisor Mark E. Farrell

Subject:

Accept and expend tire derived product grant for the Recreation and Park Department.

The text is listed below or attached:

Attached:

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

130178
BET