

NEBRASKA

DEPT. OF ENVIRONMENT AND ENERGY

Waste Reduction & Recycling Incentive and Litter Reduction & Recycling Grant Application Guidance Document

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AUGUST 2020

Form #WAS075

Table of Contents

I. General Information	2
II. General Requirements	2
III. Match/Matching Funds	3
IV. Personnel Expenses	4
V. Supplies, Operating, and Travel Expenses	5
VI. Cost Estimates/Bids for Equipment, Contractual Services, and Supplies - (Items \$2,000 or more)	6
VII. Proof of Payment	8
VIII. Related Parties Providing Goods or Services	8
IX. Scrap Tire Grants	9
X. Litter Reduction and Recycling Grants (Cleanup Grant Category Only)	11
XI. Incurred vs. Expended Funds (This section does not apply to Scrap Tire grants for partial reimbursement of tire-derived products and/or crumb rubber)	11
XII. Clarification of when Expenses are considered to be incurred	11
Payroll	11
Utility Expenses	12
Supply/Equipment/Contractual Services	12
Insurance	12
Rent	12
Travel Expense	12
XIII. Deconstruction of Abandoned Buildings Application - Required Documents	13
XIV. Combined Budget Summary Sample	14
XV. Sample Copy of the Waste Reduction & Recycling Grant Agreement	15
XVI. Sample Copy of the Litter Reduction & Recycling Grant Agreement	27

I. General Information

The purpose of the Litter Reduction & Recycling Grant and the Waste Reduction & Recycling Incentive Grant programs is to fund activities that reduce litter and waste and promote recycling in Nebraska. This document is intended to aid grant applicants in the preparation of an application by outlining what expenses the Nebraska Department of Environment and Energy (Department) has deemed eligible for reimbursement through these grant programs, and by identifying documentation that must be submitted as part of the application. This guidance document applies to grant applications received on or after January 1, 2019, and for grant terms beginning on or after July 1, 2019.

Contact the Department at 402-471-2186 and ask for the Land Planning & Aid Section if you have questions or to discuss proposed grant projects.

II. General Requirements

Am I eligible to receive a Litter Reduction & Recycling or a Waste Reduction & Recycling Incentive grant?

- In order to be eligible to receive grant funds, you (or your organization) must be in compliance with the Department's laws, regulations, and permits.
- You must also be able to conduct business in Nebraska (e.g. an individual must be old enough or a corporation must be registered with the Secretary of State).

Can I apply as an individual rather than a business or organization?

- Yes, you will need to provide your social security number on the application and complete and attach a citizen attestation form. This form can be found at the bottom of the application information page: <http://deq.ne.gov/Publica.nsf/pages/WAS066>

Can I apply for reimbursement of home office expenses?

- Home office expenses, such as rent, mortgage, utilities, or internet services will not be reimbursed.
- Home office expenses may be used as an in-kind match to the grant if there is no outside permanent office for the organization. Expenses will be calculated as an in-kind match using the current rules and allocation method allowed by the Internal Revenue Service at www.irs.gov.

How will I receive funding if I am awarded a grant?

- Grant funds are distributed through reimbursement of actual expenses. You will need to submit quarterly reports with proper documentation in accordance with your grant agreement.
 - The Department may deny reimbursement of submitted expenses if they do not promote recycling or waste/litter reduction.
 - The Department may adjust grant award amounts to reflect the reimbursement standards reflected in this guidance document.

If I provide a service for another organization that receives Department funding, is it okay for me to use a grant to reduce my costs?

- No, grant funds requested for personnel, supplies, operating expenses, travel, and contractual services cannot be used to offset costs when preparing a bid for goods or services for any person or organization that is applying for grants from the Department.

Can I apply for multiple grants from the Department in the same year?

- Yes. You can apply for more than one grant in the same year. The applications can be under the same or different categories. If you are applying for more than one grant for the same year, please prepare a combined budget summary and upload to each application. A sample form that can be filled out and uploaded to the grant application can be found in Section XIV.

What if I want to propose a project that will take several years to complete?

- For long term projects, please contact the Department to discuss the project and application process.

Can I make contributions or donations to other organizations with grant funds?

- No. Grant funds received from the Department are to be used for the projects that were proposed in your approved application, such as to encourage recycling or waste/litter reduction.

Are there any other expenses not eligible for reimbursement?

- Beautification expenses, prizes, food unrelated to travel, and late fees on invoices. See the attached grant agreement for a complete list of unauthorized expenses.

III. Match/Matching Funds

What is Match?

- “Match” or “matching funds” is cash or the economic value of non-cash contributions provided by the applicant or outside parties such as donors, which is used to advance goals of a project that is the subject of a grant award.

When I apply for a grant, do I need to show how I calculate match?

- Yes, the calculation of match to a Department grant should be explained; either on the budget form or as an attachment to the application.

What types of non-cash contributions can be used as match?

- Examples include, but not limited to: certain personnel expenses, donated advertising or supplies, equipment usage, and donated office rent.

Can work performed by volunteers be used as match?

- Yes, the value of the time a volunteer works can be used as match.
 - The value of adult volunteer time (including board member time) will be calculated at the current average volunteer rate for Nebraska as determined by the Independent Sector.
 - The value of youth volunteer time will be calculated at the current Nebraska minimum wage rate.

Can the time of participants be considered an in-kind match to the grant? For example, if local residents bring in materials from their home or business for recycling, can their time be included as an in-kind match? What about the time of individuals participating in an education program at a school or community event?

- In general, the time of participants (not the volunteers) in events or programs conducted by your organization would not be considered an in-kind match to the grant.

Will any contribution that my organization or I receive be considered match?

- Only contributions that are specifically identifiable as used to advance the project, as defined in the grant application, are eligible to be used as match.

Can I use funds from another Department grant as match?

- No, Department grant funds cannot be used as matching funds for another Department grant.

IV. Personnel Expenses

Note: Personnel expenses (payroll, insurance, and other benefits), whether proposed to be reimbursed by the grant or used as a match, are only calculated on hours or the percentage of time per pay period that relate specifically to the grant for which reimbursement will be made.

What is the maximum hourly wage that the Department will reimburse as part of a grant?

- The Department will reimburse personnel wages up to a maximum of \$25.00 per hour worked, per employee, limited to a 40-hour workweek.
- If paid wages exceed \$25.00 per hour, the excess may be used as a cash match to the grant.

Can grant funds be used for social security, Medicare taxes, etc.?

- Yes, grant funds may also be used to reimburse the employer's share of social security taxes and Medicare taxes on wages up to \$25.00 per hour (7.65% of gross wages), workers' compensation, and unemployment insurance will be reimbursed in addition to the \$25.00 per hour maximum reimbursement.

Can grant funds be used for health, dental, or vision insurance?

- Yes, grant funds may be used to reimburse the employer's share of employer-provided health, dental, or vision insurance premiums, not to exceed actual cost up to \$5.00 per hour in total.

What personnel expenses will not be eligible for reimbursement from grant funds?

- The following personnel expenses will not be reimbursed by the grant, but **can be used as matching cash funds**:
 - Paid wages in excess of \$25.00 per hour, limited to a 40-hour work week
 - Employer-paid social security and Medicare taxes paid on wages in excess of \$25.00 per hour, limited to a 40-hour work week
 - Employer-provided health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week

- Employer-provided stipends to cover health insurance premiums or health savings account contributions
- Employer-provided life insurance costs
- Employer-provided retirement account contributions
- Tuition or higher education paid as an employee benefit
- A payout for unused sick or vacation leave upon termination of employment
- Overtime payments
- Indirect costs as a percentage of gross wages
 - If Grantee uses indirect costs as a cash match to the grant, the Department will not reimburse costs for office rent, utilities, phone, internet, printing, etc.
- Bonuses will not be reimbursed by the grant, and **cannot be used as a cash match** to the grant.

What do I need to submit for personnel expenses to be reimbursed?

- A copy of the paystub or actual payroll record showing hours worked and the hourly rate of pay.
- For the employer’s share of social security and Medicare taxes to be reimbursed, attach a copy of the Federal form 941 for the quarter. Include Federal form 944 if payroll taxes are paid annually.
- If requesting payment for employer-provided health, dental, or vision insurance, provide documentation showing the cost of the premiums.

V. Supplies, Operating, and Travel Expenses

Are computer software, programs, or services considered a supply or operating expense?

- If the software or program is a one-time purchase, this would be a supply. If the service is an on-going subscription, this would be considered an operating expense.

Can I use grant funds for the purchase of clothing, and is there a limit?

- Yes, the purchase of clothing and/or accessory items (ex: hats, t-shirts, etc.) will be eligible for reimbursement, provided the purchase is proposed in the original grant application and the purpose clearly defined. Approval of these items is subject to the availability of grant funds.
- Reimbursement for the purchase of any clothing and/or accessory items is generally limited to \$500 per grantee per grant year unless the application includes a compelling reason to make an exception.

Can I receive grant funds to reimburse for telephone and/or cell phone expenses?

- Landline telephone and cell phone services are reimbursable only if the service contract is with the grantee's organization.

Are my travel expenses eligible for reimbursement?

- In order to receive reimbursement from grant funds, travel and meal expenses must comply with the Nebraska Department of Administrative Services policies and regulations.
- Only actual amounts paid for meals will be reimbursed.
- Original detailed receipts must be submitted for all costs totaling \$5.00 or more.
- Snacks fall under the category of “personal maintenance” and are not eligible for reimbursement.

- Alcoholic beverages will not be reimbursed.
- Meal expenses incurred in the city or town in which the residence or primary work location of such employee is located, are not reimbursable.
- Meal expenses incurred within one hour of travel start or stop times, are not reimbursable.
- Meal tips exceeding 20% will not be reimbursed.
- In-state travel total meal expense reimbursement is limited to a maximum of \$51.00 per day including taxes and tips.
- Maximum reimbursement for one meal cannot exceed \$35.00 including taxes and tip for both in-state and out-of-state travel.
- Requests for reimbursement of mileage for business use of a vehicle must include a mileage log showing the date, number of miles, and purpose of the trip.

Meal reimbursement for overnight travel

- Breakfast, if employee leaves at or before 6:30 a.m.
- Lunch, if employee leaves at or before 11:00 a.m. or returns at or after 2:00 p.m. on the last travel day.
- Dinner, if employee returns at or after 7:00 p.m. on the last travel day.

Meal reimbursement for one day travel (both in-state and out-of-state)

- Breakfast, if employee leaves at or before 6:30 a.m.
- Lunch, noon meals for one day travel are not reimbursable whether in-state or out-of-state.
- Dinner, if employee returns at or after 7:00 p.m.

What if I travel out of the state?

- Reimbursement of out-of-state meal expenses is based upon GSA per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

Can I use grant funds to pay for an out of state conference even if it takes place after my grant period?

- Yes, travel expenses, such as airfare and registration fees, are incurred when the ticket is purchased and the registration fee is paid. These expenses may be paid prior to traveling (even if the travel occurs in a different grant term).

Can anyone else travel with me?

- Travel expenses are limited to board members and permanent full- or part-time staff. The travel request should identify the person who will incur travel expenses by their position or title within your organization in the grant application.

VI. Cost Estimates/Bids for Equipment, Contractual Services, and Supplies - (Items \$2,000 or more)

Do I need to submit cost estimates/bids with my application?

- Yes, three comparable, dated (no older than one year from the date of grant application submission), written cost estimates/bids from different vendors for equipment, contractual services, or purchases of similar supply (including promotional) items costing \$2,000 or more, must be submitted with the grant application.

Can I get three cost estimates/bids from the same vendor?

- No, three cost estimates/bids from one vendor for different equipment models do not meet this requirement.

Will ads from online marketplaces, like Craigslist or Amazon, count as a cost estimate?

- Yes, copies of individual items for sale online will count as a cost estimate.
- The vendor name, item description, price, and date must be captured. A screen shot is acceptable.
- If the cost estimate was received via email, please submit the email as well as the cost estimate.

What if I can't get three cost estimates/bids?

- You must provide adequate documentation along with your application to explain why three cost estimates/bids were not obtained.
- Exceptions to the three cost estimate/bid rule include:
 - The product or service can only be purchased from one source; or
 - You were unable to receive three cost estimates/bids even though a good faith effort was made to solicit three bids.
 - Being unable to get cost estimates/bids close to the application deadline would not meet this requirement.
 - A dated, written "decline to bid" statement from a vendor will be counted toward the three cost estimate/bid requirement.
 - Wanting to "buy local" is not sufficient justification for not getting three cost estimates/bids.
 - A list of names of companies you contacted by phone, but who did not respond, would not be sufficient justification of a good faith effort to obtain bids. However, copies of correspondence with vendors, requesting a bid, may be considered when determining if a good faith effort was made to obtain bids.

Can I use whichever cost estimate/bid I want?

- If the application is approved, the grant award amount will be based on the lowest cost estimate/bid submitted.
- You can select a higher cost estimate/bid, but you will only be reimbursed for the lowest cost estimate/bid submitted. The additional amount you pay can serve as a cash match to the grant.

What if the lowest cost estimate/bid is unacceptable?

- If the lowest cost estimate/bid is not acceptable, you may submit justification on the application, requesting that the Department approve the reimbursement of a higher cost estimate/bid. The Department will decide if the justification is acceptable.

What if I have already signed a contract for services? Can I still request grant funds?

- If you are applying for grant funds for contractual services, and you have already signed a contract for those services when you submit the grant application, you need to submit a copy of the signed contract and documentation demonstrating compliance with the conditions of section VI. The contract for services and supporting documentation, including bids and justification if the low bid was not accepted, must be submitted each time grant funding is applied for.

Our organization follows best practices for government purchasing. Some of the documents submitted as part of our RFP process, including proposed costs, are considered confidential information. Do we still need to submit bids/cost estimates/proposals?

- If your organization has accepted proposals in response to an RFP, but a contract has not been issued at the time of the Department’s grant application deadline, and your organization requires that the proposals remain confidential, a bid/proposal-submittal time extension will be allowed. Submit a copy of the complete RFP and a summary of the proposals (with total cost) received with the grant application by the deadline. Copies of three proposals must be received by the Department within 45 calendar days from the close of the grant application period. If a contract has not been issued within 45 calendar days (so the proposals would no longer be considered confidential), the application will not be scored or considered for funding for the current grant round.
- The complete RFP must be submitted with the application, rather than a statement that the RFP is available upon request.

VII. Proof of Payment

What types of proof of payment are accepted?

- Cancelled checks.
 - a. Images of cancelled checks (front and back) are required for reimbursement of purchases of equipment, contractual services, and for the cost of tire-derived products (artificial turf fields, athletic running tracks, playground surfaces, etc.) and/or crumb rubber (includes rubber landscaping or playground mulch).
 - b. Cancelled checks or other proof of payment are required to be submitted with the grant application for reimbursement of tire-derived products and/or crumb rubber if these items have already been purchased at the time of application. Otherwise, the image of a cancelled check should be included with the quarterly report.
 - c. You should block out the account number on your check before uploading.
- Other proof: a credit card statement (block the account number), electronic ledger sheets, etc. The date of payment is considered to be the date a credit card is used to make a purchase.

VIII. Related Parties Providing Goods or Services

What are “related parties”?

- Related parties include family members, businesses owned or controlled by family members, and businesses owned or controlled by individuals or organizations who are applying for a grant.
- The full definition states: “Related party means a person or a member of that person’s family (including in-laws) that is related to someone whom has control, joint control, or significant influence over the Grantee or is a member of its key management personnel, or an entity if, among other circumstances, it is a parent, subsidiary, fellow subsidiary, associate, or joint venture of the Grantee, or it is controlled, jointly controlled, or significantly influenced or managed by a person who is a related party.”

When do I need to disclose a relationship with a related party?

- If a related party will provide goods or services to be reimbursed with grant funds or considered to be a grant match, this relationship must be disclosed in the grant application.
- The related party or business must provide a cost estimate/bid for goods or services with the original application.

What if I don't disclose a relationship with a related party?

- Failure to disclose this type of relationship, or failure of a related party to include a cost estimate/bid in the original application, may result in a denial of reimbursement or a rejection of match.

IX. Scrap Tire Grants: Scrap Tire Collection Site Cleanups for Political Subdivisions, Partial Reimbursement for Purchase of Tire-Derived Products and/or Crumb Rubber, Cost-Sharing for Scrap Tire Processing, Manufacturing, and Civil Engineering Uses, and Scrap Tire Equipment Grants.

What are the requirements for a scrap tire cleanup grant and what expenses does it cover?

- The grant can cover up to 100% of the cost of the event, including expenses for a permitted scrap tire hauler to remove collected tires, advertising, and labor to monitor the cleanup log during the hours the event is open.
- The grant agreement contains all relevant requirements. Some examples include:
 - The grant is available to political subdivisions, only.
 - Scrap tire cleanup events must be open to the public and all businesses, except those that collect a tire disposal fee.
 - Scrap tire cleanup events should be held for no longer than three days, unless the Department provides prior approval. If approved, labor reimbursement will be limited to three days.
 - A cleanup log is required for all days of the event.
 - Three cost estimates/bids from scrap tire haulers permitted to haul tires in Nebraska must be submitted with the grant application. If the bidder has applied for a hauler's permit, the permit must be issued prior to the event. See information about bids (accepting low, decline to bid, etc.).

What if more tires are received at the cleanup event than anticipated?

- Tires collected in excess of the tonnage proposed in your awarded grant application will be your responsibility, unless the Department has approved additional funds. The additional funding will come from other scrap tire collection events that did not use all of their awarded funds because they collected less tires than planned. Contact the Department at least two weeks prior to your event to verify if additional funds are

available. The Department can provide suggestions on how to estimate tonnage received, and how to set limits on the event.

How much will the Department reimburse under Partial Reimbursement for the Purchase of Tire-derived Products and/or Crumb Rubber Grants, and when are bids required?

- The grant can reimburse up to 50% of the cost of crumb rubber (for example, used as playground or landscaping mulch, or for manufacturing). It can also reimburse up to 25% of the installed retail cost of a tire-derived product (artificial turf athletic field, running track surface, poured-in-place playground surface or playground mats or tiles).
- You need to submit three cost estimates/bids with your application if your project meets either of the following conditions.
 - If the project is **completed** at the time of grant application submittal, and the cost of the project was \$120,000 or more (\$30,000 grant request if asking for a 25% reimbursement).
 - If the project is **proposed** at the time of grant application submittal, and the project cost is \$2,000 or more.

Will I need to submit anything else to get reimbursement for a Partial Reimbursement for Tire-derived Products and/or Crumb Rubber Grant?

- You must provide the following:
 - A detailed invoice
 - Images of the front and back of the cancelled check(s) equaling the total amount of the project that contains recycled tire rubber
 - Certification letter or document from the tire processor or product manufacturer that scrap tires from Nebraska were used to receive priority grant funding consideration.

What can a Cost-Sharing for Scrap Tire Civil Engineering Uses grant reimburse and what do I need to provide?

- Up to \$20/ton of the actual cost of scrap tires used for approved civil engineering purposes can be reimbursed.
- A detailed invoice, an image of a cancelled check (see the section on proof of payment), and either scale tickets or other documentation verifying the weight of the tires. If tire chips are used around the laterals of a septic tank installation, a County Health Department inspection form for septic installation could be used to confirm the tonnage of tire chips used.
- When selecting applications for funding, the Department gives a priority for those projects that certify the products are made from scrap tires from Nebraska.
- An application may be submitted prior to (proposed project) or after completing (reimbursement) the project.

What does a Scrap Tire Equipment Grant reimburse and what do I need to provide?

- Up to 50% of the cost of capital and startup costs for processing, manufacturing, collecting, and transporting scrap tires.
- Expenses for this grant category must be incurred during the grant term.
- A detailed invoice and image of a cancelled check (see the section on proof of payment) will need to be provided after the grant project is approved for grant funding.

X. Litter Reduction and Recycling Grants (Cleanup Grant Category Only)

What are the requirements of a Cleanup Grant?

- Litter Reduction and Recycling cleanup grants will reimburse supplies necessary to perform the cleanup work (gloves, bags, grabbers, high-visibility vests, signs, etc.) along with a maximum reimbursement for miles (\$50/mile) and acres (\$10/acre) cleaned. Personnel and operating expenses will not be reimbursed.
- Miles selected for cleanup must be different from those miles designated for cleanup through the Nebraska Department of Transportation's Adopt-A-Highway program.
- If the Department reimburses the cleanup of miles or acres, the hours spent by volunteers providing the cleanup work cannot serve as match to other Department grants.
- Miles and acres selected for cleanup must be on public roads or public areas.

XI. Incurred vs. Expended Funds (This section does not apply to Scrap Tire grants for partial reimbursement of tire-derived products and/or crumb rubber)

What expenses can I incur before I am awarded a grant?

- You should not incur any expenses before the grant is awarded because grant funds cannot reimburse expenses incurred before the beginning of the grant term. "Grant term" means the time from the beginning date to the end date of the grant agreement.
- If goods are ordered or received, or services performed prior to the beginning date of the grant term, the Department will not reimburse the associated expenses.

Can I get credit for cash or non-cash contributions in the form of match if given before the start of the grant term?

- No, funds expended and non-cash contributions provided before the beginning of the grant term are not eligible to be used as match.

What if I incur an expense during the grant term, but I do not pay for it until after the grant term has expired?

- You have 45 days after the end of the grant term to satisfy any outstanding debts and still be eligible for reimbursement.

XII. Clarification of when Expenses are considered to be incurred

Payroll

When are payroll expenses considered incurred?

- Your payroll expenses are considered incurred on the day that the employee performs the work.

When is the last day that I can request reimbursement for my payroll expenses?

- You can submit payroll expenses for time worked during the grant term up to 45 days after the end of the grant term.

What if my payroll spans two grant terms?

- When a paystub covers time worked in two grant terms, the appropriate percentage of the paystub can be submitted for reimbursement during each grant term.

Utility Expenses

When are utility expenses considered incurred?

- Utility expenses (internet, gas, electric, phone, water, sewer, trash/recycling pickup) are considered to be incurred on the date of the invoice, not the payment due date. Please see the **Personnel Expenses** section on indirect charges.

Supply/Equipment/Contractual Services

Are my expenses incurred on the date of the invoice or the payment due date?

- Your supply/equipment/contractual services expenses are considered to be incurred on the date of the invoice, not the payment due date. In order for expenses to be eligible for reimbursement, goods must not be ordered or received, or services performed prior to the beginning date of the grant term.

Insurance

Are my insurance expenses incurred on the date of the invoice or the payment due date?

- Liability and workers' compensation insurance premiums are considered to be incurred on the date of the invoice, not the payment due date.
- Health insurance premiums, when used as match, are considered to be incurred on the date of the invoice, not the payment due date.

Rent

When are my rental expenses considered to be incurred?

- Your rent is considered to be incurred on the first day of the rental period. For example, if you have a one year lease and pay for your rent on a monthly basis, then your rental expenses are incurred on a monthly basis on the first of the month.

If awarded funding for rent, how do I document the expense?

- A copy of a detailed rent invoice or copy of the current lease agreement would provide the required documentation to request reimbursement for rent.

Travel Expense – (Also see section on travel expenses, page 5)

Can I use grant funds to pay for an out of state conference even if it takes place after my grant period?

- Yes, travel expenses, such as airfare and registration fees, are incurred when the ticket is purchased and the registration fee is paid. These expenses may be paid prior to traveling (even if the travel occurs in a different grant term).

XIII. Deconstruction of Abandoned Buildings Application - Required Documents

What documents do I need to submit with an application for a deconstruction grant?

- Written certification from the Nebraska Historical Society that the building is not on, or eligible to be on, the National Register of Historic Places.
- Three cost estimates/bids are required:
 - One cost estimate/bid for the cost of normal demolition, including disposal costs. The square footage of the building must be indicated.
 - Two cost estimates/bids for the cost of deconstruction that include an estimate of the percentage of the building that will be reused in its present form and the percentage of the building that will be recycled. An architect, engineer, or contractor must provide this percentage. If acting as your own contractor, identify the project manager and provide experience in deconstruction and/or demolition. The square footage of the building must be indicated.
- An inventory of the estimated materials to be recovered through the deconstruction (e.g. number of windows, doors, linear feet of lumber, metal, shingles, concrete). (Form available on the Department's website).
- A list of the markets for the items on the inventory. Include the name, address, and phone number of the identified markets.
- Photographs of the inside and outside of the property before deconstruction. A photograph of the cleared property will be required when the project is completed.
- A legible map of the property's location and address of the property.
- If successful in receiving a deconstruction grant, an asbestos survey will be required. Contact the Department at 402-471-6411 and ask for the VCP/Brownfields Coordinator with the Land Management Remediation Section for information about asbestos surveys and abatement.

XIV. Combined Budget Summary Sample (for use when multiple grants are submitted in the same year.)

Combined Budget Summary

Applicant: _____
Application numbers: _____

Budget Category	Grant Funds Requested	Matching Cash Funds	Matching In-Kind Funds	Other Non-NDEE Funds	Totals
Personnel					
Supplies					
Operating Expenses					
Travel					
Equipment					
Contractual Services					
Litter Cleanup Projects					
Other					
Totals					

XV. Sample Copy of the Waste Reduction & Recycling Grant Agreement

NOTE: This is only provided as an example of a grant agreement; the actual agreement may be different at the time of the grant award and agreement signing.

GRANT AGREEMENT
Between the
Department (*variable field*)
and

Regarding the Implementation of the
Waste Reduction & Recycling Grant Application Project,
Reference Number: _____

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department and _____ (Grantee)

WHEREAS, the Grantee agrees to utilize funds which have been made available to Department pursuant to the Waste Reduction & Recycling Incentive Act; and

WHEREAS, grant funds in an amount up to \$_____ and a match of at least \$_____ are to be used to implement the application as outlined in Attachment A.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

1) TERM OF AGREEMENT

- a) This Agreement will go into effect _____ and will remain in effect until all identified tasks are completed for the application as outlined in Attachment A unless terminated under Section 4) of this Agreement, but will not remain in effect past _____ unless extended by amendment.

2) PROJECT DESCRIPTION

- a) This Agreement encompasses the project described in Attachment A.

3) DEFINITIONS

- a) **Bid** means a cost estimate or offer to contract to build a project, or sell goods or services at a given price.
- b) **Equipment** means tangible property that is used for a particular purpose, not consumable in nature, with an expected useful life of more than a year, purchased by Grantee and reimbursed wholly or in part by the Department with grant funds.

- c) **Indirect Cost** means costs for rent, utilities, phone, internet, printing, etc. allocated to the individual employee as a percentage of gross wages, rather than considering these costs as a separate expense.
- d) **Matching Funds (Match)** means cash or the economic value of non-cash contributions provided by the applicant or outside parties including but not limited to labor, equipment usage, real property, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the grant project.
- e) **Related party** means a person or a member of that person's family (including in-laws) that is related to someone who has control, joint control, or significant influence over the Grantee or is a member of its key management personnel, or an entity if, among other circumstances, it is a parent, subsidiary, fellow subsidiary, associate, or joint venture of the Grantee, or it is controlled, jointly controlled, or significantly influenced or managed by a person who is a related party.
- f) **Responsible bidder** means a bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.
- g) **Similar supply items** means items of a similar purpose or use purchased to perform a related task.

4) CONDITIONS OF AGREEMENT

a) General Conditions

- i) Statutes and Regulations. The Grantee will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Grantee. Violation of this condition will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
 - (1) The requirements of Title 199 –Waste Reduction and Recycling Incentive Grants Program, and the Waste Reduction and Recycling Incentive Act, Neb. Rev. Stat. §§ 81-15,158.01 through 81-15,165, are hereby incorporated in this Agreement.
- ii) False or Misleading Information. If Grantee provides false or misleading information, or withholds material facts during the application or quarterly reporting process in any way, it will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
- iii) Independent Contractor. The Grantee is and will perform this Agreement as an independent contractor and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Grantee nor any person employed by the Grantee shall act, propose to act, or be deemed the Department's agent, representative, or employee.
 - (1) The Grantee assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.
 - (2) The Grantee and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.
 - (3) The Grantee and any contractor or subcontractor of the Grantee is required to use the E-Verify Program authorized by the Illegal Immigration Reform and Immigrant

Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.

- (4) The Grantee, by executing this Agreement, certifies and assures that Grantee and any contractor or subcontractor operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.
 - (5) The Grantee and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.
- iv) Conflict of Interest. The Grantee certifies that it will not employ any individual known by the Grantee to have a conflict of interest. The Grantee certifies that there does not now exist any relationship between the Grantee and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
 - v) Related Parties. Transactions between the Grantee and related parties must be disclosed to the Department if grant funds will be used for reimbursement of the transaction or the transaction will be counted towards the Grantee's match. Department may deny reimbursement or reject as match if Grantee:
 - (1) Fails to receive Department approval prior to incurring expense, or
 - (2) Does not include a bid from the related party as part of the grant application.
 - vi) Schedule. Grantee agrees to complete the objectives and work items as described in Attachment A.
 - vii) Expenditures. To be eligible for reimbursement by grant funds, any contract, interagency agreement, and/or sub-agreement, except as identified in Attachment A, under this grant for a value of \$2,000 or more, must receive Department approval prior to expenditure of funds associated with those transactions.
 - viii) Environmental Data. To be eligible for reimbursement by grant funds a Quality Assurance/Quality Control plan must be approved by Department prior to expending any funds for environmental data collection. Any environmental data collected must be provided to Department.
 - ix) Recognition. Grantee agrees to recognize funding from the Department on all published materials and news releases related to their Department funded project or activities. The Department may also require that equipment partially or wholly funded with grant dollars be identified by a decal or other means provided by the Department acknowledging the source of funding.
 - x) Publication. All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
 - xi) Insurance. The Grantee must provide Department proof of coverage under an insurance policy which covers the Department's investment in personal property with a purchase value greater than \$2,000 or real property as it pertains to the Waste Reduction & Recycling Incentive Grants funds.

- xii) Site Visits. Department staff may schedule visits during the grant term, and if applicable, throughout the estimated service life of equipment purchased with grant funds.
 - (1) Grantee will comply with requests for information and grant access for inspection of all grant funded equipment and facilities.
- xiii) Department grant funds cannot be used to offset costs when bidding for services for any other grant-funded activities.
- xiv) Department grant funds cannot be used as matching funds for another Department grant.

b) Reporting and Reimbursement

- i) Quarterly Performance Report. The Grantee agrees to submit to the Department quarterly performance reports on a form provided by the Department even when project funds have not been expended during the quarter. Reports for quarters 1, 2, and 3 must be submitted within 30 days after the end of each respective calendar quarter. The report for the 4th quarter must be submitted within 45 days after the end of the calendar year.
 - (1) These reports must address project activities for the previous calendar quarter, and contain the following components:
 - (a) Detailed descriptions of grant project activities and accomplishments for the quarter;
 - (b) Financial report of money spent for each approved activity element by grant and match with required documentation attached;
 - (i) Goods or services documentation must include itemized invoices and cancelled checks (electronic bank copies are sufficient).
 - (c) Detailed report of equipment purchased and certification that any equipment and supplies purchased with grant funds or match were used for grant purposes only;
 - (d) Corrective actions taken to resolve any significant or material problems that are encountered; and
 - (e) Any additional information required by the Department.
 - (2) For studies funded by grant money, the Grantee must include a report detailing the findings of the study with the fourth quarter report.
- ii) Reimbursement. Grants will be funded on a reimbursement basis subject to availability of funds and will be in accordance with the conditions of this Agreement.
 - (1) Reimbursement will be made only if required reports have been provided to the Department.
 - (2) Reimbursements will be made for actual documented expenditures.
 - (3) Reimbursement requests can only be made in conjunction with quarterly reports.
 - (4) To be eligible for reimbursement, the Grantee must submit appropriate supporting documentation to the Department with the required quarterly report.

- (a) Required Documentation:
 - (i) Personnel Expenses: submit a copy of the paycheck stub or payroll record showing hourly rate and hours worked. Submit a copy of Federal Form 941 if requesting reimbursement of the employer's share of social security and Medicare taxes.
 - (ii) Supply and Operating Expenses: submit a copy of the detailed invoice or receipt.
 - (iii) Travel Expense: submit a copy of the detailed receipt for food, hotel, and public transportation expenses. Submit a log for mileage for reimbursement of business miles.
 - (iv) Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check.
 - (v) Equipment Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check.
 - (vi) Matching Cash/Non-Cash Expenses: submit a detailed list of expenses used as match and the calculations used to determine expenses used as match.

- (5) Travel Expenses. Only in-state travel expenses that comply with policies and regulations of the Nebraska Department of Administrative Services will be eligible for reimbursement. Go to <http://deq.ne.gov> to see the Litter Reduction & Recycling and Waste Reduction & Recycling Incentive Grant Application Guidance for limits. Out-of-state meal expenses will be eligible for reimbursement according to U.S. General Services Administration per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Reimbursement of in-state and out-of-state travel expenses will be at the rates posted on the date the Department receives reimbursement requests.

- (6) Clothing and Personal Accessory Items. The Department will only reimburse for clothing and personal accessory items in an amount up to \$500 per grant year. The purchase of such items must be proposed in the grant application approved by the Department.

- (7) Telephone. Landline telephone and cell phone services are reimbursable only if the service contract is billed to the Grantee.

- (8) Personnel Costs.
 - (a) The Department will reimburse for the following:
 - (i) Personnel wages up to a maximum of \$25.00 per hour worked, per employee, limited to a 40-hour work week.
 - (ii) The employer's share of social security taxes and Medicare taxes on wages up to \$25.00 per hour (7.65% of gross wages), workers' compensation, and unemployment insurance will be reimbursed in addition to the \$25.00 per hour maximum reimbursement.
 - (iii) The employer's share of employer-provided health, dental, or vision insurance premiums, not to exceed actual cost up to \$5.00 per hour in total.

 - (b) The following personnel expenses will not be reimbursed with grant funds, but can be used as matching funds:
 - (i) Actual wages in excess of \$25.00 per hour, limited to a 40-hour work week

- (ii) Health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week
- (iii) Life insurance costs
- (iv) Retirement account contributions
- (v) Tuition or higher education paid as an employee benefit
- (vi) A payout for unused sick or vacation leave
- (vii) Overtime payments
- (viii) Indirect costs as a percentage of gross wages
 1. If Grantee uses indirect costs as a cash match to the grant, the Department will not reimburse costs for office rent, utilities, phone, internet, printing, etc.

(c) Bonuses will not be reimbursed with grant funds and cannot be used as matching funds.

(9) Volunteer Time. The value of volunteer time may be used as match. The value of adult volunteer time (including board member time) will be calculated using the average volunteer rate for Nebraska as determined by the Independent Sector. The value of youth (under the age of eighteen years) volunteer time will be calculated at the current Nebraska minimum wage rate. Value will be calculated using the rates posted on the date the Department receives reimbursement requests.

(10) Timing. This section does not apply to grants for the partial reimbursement of tire-derived products and/or crumb rubber.

(a) Grant funds will not reimburse expenses incurred before the beginning of the grant term. Liabilities incurred or money expended before the beginning of the grant term are not eligible to be used as matching funds.

(i) Goods must not be received or services performed prior to the beginning date of the grant term.

(b) Liabilities incurred during the grant term are eligible for reimbursement or consideration for match if satisfied by payment within 45 days after the end of the grant term.

(11) Unauthorized Expenses. Grantee will not be reimbursed for unauthorized expenditures, including, but not limited to:

- (a) Beautification expenses, such as painting or other building enhancements, seeds, trees, flowers, planters, and other landscaping items.
- (b) Recognition expenses such as prizes, plaques, awards, certificates, or trophies.
- (c) Foods, snacks, or beverages.
- (d) Landfill closure assessment, closure, monitoring, and remediation.
- (e) Late fees on invoices

(12) Payment Timeline. The Department will make payments in accordance with the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

iii) Records. Grantee must keep separate financial records for grant funds for a period of three years following the completion of the grant term. Including:

- (1) Cancelled checks
 - (2) Invoices/receipts for all grant expenditures and cash expenditures used as match
 - (3) Documentation for all matching funds (matching cash and matching in-kind/non-cash expenditures)
- iv) Inspection of Records. Throughout the duration of the grant term and three years following the completion of the grant term, the Department will have the right to request, inspect, and make copies of any books, records, or reports of the Grantee pertaining to this Agreement or related matters during regular office hours. The Grantee shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- c) Matching Funds. Only funds used to advance the project set forth in Attachment A will be eligible to be applied as match to the grant.
- i) If the Department determines that any cash or non-cash contribution does not advance the project set forth in Attachment A, the Department will deny all or a portion of the contribution from being applied to the grant as match.
 - ii) Funds awarded as part of a different grant provided by the Department cannot be used as match for the purposes of this grant.
- d) Equipment
- i) Equipment Purchase. If specific equipment was part of the approved application and the grantee purchases the equipment from the lowest responsible bidder, the grantee is approved to purchase the equipment.
 - (1) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.
 - (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.
 - (b) If Grantee selects a higher bid without the approval of the Department, the additional amount paid by Grantee can serve as match to the grant.
 - ii) Expected Service Life (ESL). The Department will assign an ESL to all equipment that has a value of \$1,000 or more. Equipment worth less than \$1,000 may be assigned an ESL on a case-by-case basis. The ESL may exceed the designated grant term.
 - iii) Equipment Titles. Grantee will put the grantee's name on the title of all equipment that is assigned an ESL.
 - iv) Equipment Usage. Equipment will be used only for the purposes identified in the grant application and approved by the Department by the award of grant funds throughout the ESL. Grantee will make effective and efficient use of the equipment during its ESL, as determined by the Department.
 - (1) If equipment is used for a purpose that is not approved, or the Grantee fails to make effective and efficient use of the equipment throughout the ESL, the Department may:

- (a) Require the Grantee repay all or a portion of the grant used to reimburse for the purchase of the equipment as determined by the Department,
 - (b) Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for equipment purchase, or
 - (c) Require the Grantee to surrender the equipment to the Department.
 - (i) Grantee must store surrendered equipment safely until the Department can arrange for the equipment to be redistributed.
 - (ii) Grantee must complete all paperwork required for transfer of surrendered equipment.

- v) Equipment Maintenance. The grantee is responsible for all necessary and reasonable maintenance of equipment and may be held liable by the Department for any loss, damage, neglect or unreasonable deterioration of the equipment throughout the ESL.

- vi) Equipment Liens. The Department will maintain first lien status on all redistributed equipment and equipment purchased, in whole or in part, with grant funds, unless otherwise approved by the Director.
 - (1) Length of lien on redistributed equipment and equipment purchased with grant funds shall correspond to the ESL of the equipment.

- vii) Ownership Interest. The Department maintains an ownership interest in all equipment during the ESL. The grant recipient will gain unrestricted ownership after the ESL period expires unless Grantee was required to surrender the equipment.

- viii) Equipment Disposition. The Department shall approve or deny the disposition of equipment throughout the ESL.
 - (1) Funds realized from the sale of equipment will revert to the Department in an amount congruent with the percentage of funding provided by the Department for purchase of the equipment.

- ix) Equipment Identification. Any piece of equipment that is assigned an ESL is required to be permanently identified. The Department will provide a tag for the grantee to place on the equipment.

- x) Equipment Inventory. After the end of the designated grant term, the grant recipient must continue to maintain a listing of all equipment that is assigned an ESL and respond to Department requests for updates on the status of such equipment and be subject to inspection throughout its ESL.

- e) Post Award Bidding Process
 - i) Grantee must obtain three written and dated bids from different vendors for equipment that is not part of the approved application, similar supply items, and contractual services any of which having a value of \$2,000 or more. Department may reject any reimbursement request if the required bids are not obtained.
 - (1) Dated copies of online listings of items for sale are acceptable.
 - (2) A written “decline to bid” statement from a vendor will be counted as a bid.
 - (3) If grantee makes a good faith effort and cannot compile the required bids, Grantee must

provide adequate documentation explaining the failure to obtain the required bids.

- (4) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.
 - (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.
 - (b) If Grantee selects a higher bid without the approval of the Department, the additional amount paid by Grantee can serve as match to the grant.
- f) Scrap Tire Cleanup Events. The conditions set forth in this section apply to scrap tire cleanup events funded by this grant.
 - i) Scrap tire cleanup events will be open to the public and include businesses that do not collect a tire disposal fee. Tire retailers or businesses that have charged or collected fees to accept scrap tires are not eligible to bring in scrap tires for disposal at the grant-funded scrap tire cleanup
 - ii) Tires accepted at scrap tire cleanup events must be off of the rims.
 - iii) Bids for the services of a scrap tire hauler must stipulate the hauler will load all scrap tires.
 - iv) Expenses for the use or purchase of equipment will not be eligible for reimbursement unless prior approval from the Department is obtained in writing.
 - v) Grantee must submit a completed Grant Conditions Acceptance Form (provided by the Department) at least thirty (30) days prior to the collection event, and may not begin the event until the Department approves the form.
 - vi) The duration of a scrap tire event will be no longer than 72 hours, unless approved by the Department. If approved, reimbursement for labor will be limited to three days. A cleanup log is required for all days of the event.
 - vii) Labor is approved for up to two people to monitor the required scrap tire cleanup log sign-in sheet during the hours the event is open.
 - viii) Advertising expenses, up to \$1,000 or a maximum of 5% of the grant award, whichever is less, are eligible for reimbursement.
 - ix) Grantee is responsible for locating and utilizing a commercial scale to weigh empty trailer and full loads of scrap tires collected by the scrap tire hauler.
 - (1) The scale must be long enough to weigh an entire tractor-trailer at one time. Weights derived from split-weighing will not be accepted by the Department.
 - (2) A scale operator must be available any time the scrap tire hauler needs to weigh empty or full loads of scrap tires.
 - (3) Only machine printed scale tickets will be accepted for reimbursement. Manually entered gross or tare weights will not be accepted for reimbursement.
 - x) To be eligible for reimbursement, the Grantee must submit appropriate supporting

documentation to the Department, including:

- (1) Copies of scale tickets and invoices from your hauler for all scrap tires cleaned up,
 - (2) Scrap tire cleanup log (will be emailed to you),
 - (3) If applicable, copies of timesheets for laborers, listing date worked, name of worker(s), hours worked per day, and hourly wage, and
 - (4) If applicable, copies of invoices for advertising, along with a sample copy of the ad.
- g) Partial Reimbursement for Tire-derived Products and/or Crumb Rubber. Only projects using tire-derived product containing a minimum of 25% recycled tire content are eligible for funding. A priority is given to those projects certifying that the tire derived products and/or crumb rubber are made from scrap tires originating from Nebraska.
- i) Three bids are required for reimbursement of the cost of tire-derived products and/or crumb rubber if the project is proposed at the time of grant application submittal, and the project cost is \$2,000 or more.
 - ii) The grant amount will be based on the lowest reasonable bid as determined by the Department.
 - iii) In order to be eligible for partial reimbursement, the Grantee must provide a paid invoice, image of the cancelled check, and documentation certifying the origin of scrap tires used in the project.
- h) Deconstruction Grants. If awarded a deconstruction grant, prior to any deconstruction or demolition activity, Grantee must;
- i) Hold title to all property and have the necessary easements and right-of-way for the project described in Attachment A;
 - ii) Submit to the department proof of a completed asbestos survey on any structures to be deconstructed or demolished.
- i) Terms of Agreement
- i) Amendments. This Agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the Department.
 - (1) Work plan changes and budget modifications and grant term extension requests must be submitted as a written change request during the grant term. The request must:
 - (a) Stay within the scope of the original proposal,
 - (b) Include justification for changes,
 - (c) Include a revised work plan and timeline, and
 - (d) Include a revised comprehensive line-item budget.
 - (2) The Department will notify the grant recipient regarding approval or denial of project modifications.
 - ii) Indemnification. The Grantee agrees to indemnify and hold Department harmless for loss or

damage sustained by any person as a direct result of the negligent or willful acts by the Grantee, its employees, subcontractors, or agents in the performance of this Agreement, including all associated costs of any defending action.

- iii) Assignment. No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- iv) Waiver of Rights. The Grantee or Department may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver of such condition or any other right or power granted by this Agreement.
- v) Termination. This Agreement may be terminated, in whole or in part, in writing by the Department in the event of substantial failure by the Grantee to fulfill its obligations under this Agreement by providing:
 - (1) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
 - (2) An opportunity for consultation with the Department prior to termination.
- vi) Relinquishment. Grantee shall provide notice to the Department within ten (10) days of decision to relinquish grant if Grantee no longer intends to carry out the project as described in Attachment A. Upon notification the Department may make the funds and any equipment that was allotted for the project covered by this Agreement available to another party and release the Grantee from any further reporting duties.
- vii) Violations and Nonperformance. If the Grantee violates any condition of this Agreement or fails to complete and maintain the project in a manner described in Attachment A, the Department may:
 - (1) Require the Grantee to repay any or all funds previously disbursed according to this Agreement,
 - (2) Require the Grantee to surrender any equipment, and
 - (3) Pursue any other remedy available under the law.
- viii) Remedies Not Exclusive. The use by the Department of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Department from using such remedy, or limit the application of any other remedy provided by law.
- ix) Severability. If any provision of this Agreement is found to be illegal, void, or unenforceable, the other provisions of this Agreement will remain in full force and effect.
- x) Integration. The parties intend this Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement. As such, it is the sole repository of their Agreement and they are not bound by any other agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this, complete, exclusive, and fully integrated statement of their Agreement may not be supplemented or explained by any evidence of trade usage or course of dealing.

5) PROJECT MANAGERS

The Project Manager for each party to this Agreement shall be as follows. The Project Manager may be changed by any agency by providing written notification.

Department	(Grantee)
Ruth Johnston Federal Aid Administrator Planning and Aid Section Land Management Division	Contact Name: Contact Title:
402-471-0273	Contact Phone:

6) SIGNATORIES

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: Dennis Burling TITLE: Deputy Director

(Signature): _____ DATE: _____

(Grantee)

BY (Print): _____ TITLE: _____

(Signature): _____ DATE: _____

XVI. Sample Copy of the Litter Reduction & Recycling Grant Agreement

NOTE: This is only provided as an example of a grant agreement; the actual agreement may be different at the time of the grant award and agreement signing.

GRANT AGREEMENT
Between the
Department (*variable field*)
and

Regarding the Implementation of the
Litter Reduction & Recycling Grant Application Project,
Reference Number: _____

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department and _____ (Grantee)

WHEREAS, the Grantee agrees to utilize funds which have been made available to Department pursuant to the Nebraska Litter Reduction & Recycling Act; and

WHEREAS, grant funds in an amount up to \$_____ and a match of at least \$_____ are to be used to implement the application as outlined in Attachment A.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

7) TERM OF AGREEMENT

- a) This Agreement will go into effect _____ and will remain in effect until all identified tasks are completed for the application as outlined in Attachment A unless terminated under Section 4) of this Agreement, but will not remain in effect past _____ unless extended by amendment.

8) PROJECT DESCRIPTION

- a) This Agreement encompasses the project described in Attachment A.

9) DEFINITIONS

- a) **Bid** means a cost estimate or offer to contract to build a project, or sell goods or services at a given price.
- b) **Equipment** means tangible property that is used for a particular purpose, not consumable in nature, with an expected useful life of more than a year, purchased by Grantee and reimbursed wholly or in part by the Department with grant funds.

- c) **Indirect Cost** means costs for rent, utilities, phone, internet, printing, etc. allocated to the individual employee as a percentage of gross wages, rather than considering these costs as a separate expense.
- d) **Matching Funds (Match)** means cash or the economic value of non-cash contributions provided by the applicant or outside parties including but not limited to labor, equipment usage, real property, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the grant project.
- e) **Related party** means a person or a member of that person's family (including in-laws) that is related to someone who has control, joint control, or significant influence over the Grantee or is a member of its key management personnel, or an entity if, among other circumstances, it is a parent, subsidiary, fellow subsidiary, associate, or joint venture of the Grantee, or it is controlled, jointly controlled, or significantly influenced or managed by a person who is a related party.
- f) **Responsible bidder** means a bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.
- g) **Similar supply items** means items of a similar purpose or use purchased to perform a related task.

10) CONDITIONS OF AGREEMENT

a) General Conditions

- i) Statutes and Regulations. The Grantee will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Grantee. Violation of this condition will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
 - (1) The requirements of Title 133 – Litter Reduction and Recycling Grant Program, and the Nebraska Litter Reduction and Recycling Act, Neb. Rev. Stat. §§ 81-1535 through 81-1566, are hereby incorporated in this Agreement.
- ii) False or Misleading Information. If Grantee provides false or misleading information, or withholds material facts during the application or quarterly reporting process in any way, it will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
- iii) Independent Contractor. The Grantee is and will perform this Agreement as an independent contractor and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Grantee nor any person employed by the Grantee shall act, propose to act, or be deemed the Department's agent, representative, or employee.
 - (1) The Grantee assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.
 - (2) The Grantee and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.
 - (3) The Grantee and any contractor or subcontractor of the Grantee is required to use the E-Verify Program authorized by the Illegal Immigration Reform and Immigrant

Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska.

- (4) The Grantee, by executing this Agreement, certifies and assures that Grantee and any contractor or subcontractor operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.
 - (5) The Grantee and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.
- iv) Conflict of Interest. The Grantee certifies that it will not employ any individual known by the Grantee to have a conflict of interest. The Grantee certifies that there does not now exist any relationship between the Grantee and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.
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 - (2) Does not include a bid from the related party as part of the grant application.
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 - ix) Recognition. Grantee agrees to recognize funding from the Department on all published materials and news releases related to their Department funded project or activities. The Department may also require that equipment partially or wholly funded with grant dollars be identified by a decal or other means provided by the Department acknowledging the source of funding.
 - x) Publication. All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
 - xi) Insurance. The Grantee must provide Department proof of coverage under an insurance policy which covers the Department's investment in personal property with a purchase value greater than \$2,000 or real property as it pertains to the Litter Reduction & Recycling Grants funds.

- xii) Site Visits. Department staff may schedule visits during the grant term, and if applicable, throughout the estimated service life of equipment purchased with grant funds.
 - (1) Grantee will comply with requests for information and grant access for inspection of all grant funded equipment and facilities.
- xiii) Department grant funds cannot be used to offset costs when bidding for services for any other grant-funded activities.
- xiv) Department grant funds cannot be used as matching funds for another Department grant.

b) Reporting and Reimbursement

- i) Quarterly Performance Report. The Grantee agrees to submit to the Department quarterly performance reports on a form provided by the Department even when project funds have not been expended during the quarter. Reports for quarters 1, 2, and 3 must be submitted within 30 days after the end of each respective calendar quarter. The report for the 4th quarter must be submitted within 45 days after the end of the calendar year.
 - (1) These reports must address project activities for the previous calendar quarter, and contain the following components:
 - (a) Detailed descriptions of grant project activities and accomplishments for the quarter;
 - (b) Financial report of money spent for each approved activity element by grant and match with required documentation attached;
 - (i) Goods or services documentation must include itemized invoices and cancelled checks (electronic bank copies are sufficient).
 - (c) Detailed report of equipment purchased and certification that any equipment and supplies purchased with grant funds or match were used for grant purposes only;
 - (d) Corrective actions taken to resolve any significant or material problems that are encountered; and
 - (e) Any additional information required by the Department.
 - (2) For studies funded by grant money, the Grantee must include a report detailing the findings of the study with the fourth quarter report.
- ii) Reimbursement. Grants will be funded on a reimbursement basis subject to availability of funds and will be in accordance with the conditions of this Agreement.
 - (1) Reimbursement will be made only if required reports have been provided to the Department.
 - (2) Reimbursements will be made for actual documented expenditures.
 - (3) Reimbursement requests can only be made in conjunction with quarterly reports.
 - (4) To be eligible for reimbursement, the Grantee must submit appropriate supporting documentation to the Department with the required quarterly report.

- (a) Required Documentation:
 - (i) Personnel Expenses: submit a copy of the paycheck stub or payroll record showing hourly rate and hours worked. Submit a copy of Federal Form 941 if requesting reimbursement of the employer's share of social security and Medicare taxes.
 - (ii) Supply and Operating Expenses: submit a copy of the detailed invoice or receipt.
 - (iii) Travel Expense: submit a copy of the detailed receipt for food, hotel, and public transportation expenses. Submit a log for mileage for reimbursement of business miles.
 - (iv) Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check.
 - (v) Equipment Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check.
 - (vi) Matching Cash/Non-Cash Expenses: submit a detailed list of expenses used as match and the calculations used to determine expenses used as match.

- (5) Travel Expenses. Only in-state travel expenses that comply with policies and regulations of the Nebraska Department of Administrative Services will be eligible for reimbursement. Go to <http://deq.ne.gov> to see the Litter Reduction & Recycling and Waste Reduction & Recycling Incentive Grant Application Guidance for limits. Out-of-state meal expenses will be eligible for reimbursement according to U.S. General Services Administration per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Reimbursement of in-state and out-of-state travel expenses will be at the rates posted on the date the Department receives reimbursement requests.

- (6) Clothing and Personal Accessory Items. The Department will only reimburse for clothing and personal accessory items in an amount up to \$500 per grant year. The purchase of such items must be proposed in the grant application approved by the Department.

- (7) Telephone. Landline telephone and cell phone services are reimbursable only if the service contract is billed to the Grantee.

- (8) Personnel Costs.
 - (a) The Department will reimburse for the following:
 - (i) Personnel wages up to a maximum of \$25.00 per hour worked, per employee, limited to a 40-hour work week
 - (ii) The employer's share of social security taxes and Medicare taxes on wages up to \$25.00 per hour (7.65% of gross wages), workers' compensation, and unemployment insurance will be reimbursed in addition to the \$25.00 per hour maximum reimbursement.
 - (iii) The employer's share of employer-provided health, dental, or vision insurance premiums, not to exceed actual cost up to \$5.00 per hour in total.

 - (b) The following personnel expenses will not be reimbursed with grant funds, but can be used as matching funds:
 - (i) Actual wages in excess of \$25.00 per hour, limited to a 40-hour work week.

- (ii) Health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week
- (iii) Life insurance costs
- (iv) Retirement account contributions
- (v) Tuition or higher education paid as an employee benefit
- (vi) A payout for unused sick or vacation leave
- (vii) Overtime payments
- (viii) Indirect costs as a percentage of gross wages
 1. If Grantee uses indirect costs as a cash match to the grant, the Department will not reimburse costs for office rent, utilities, phone, internet, printing, etc.

(c) Bonuses will not be reimbursed with grant funds and cannot be used as matching funds.

(9) Volunteer Time. The value of volunteer time may be used as match. The value of adult volunteer time (including board member time) will be calculated using the average volunteer rate for Nebraska as determined by the Independent Sector. The value of youth (under the age of eighteen years) volunteer time will be calculated at the current Nebraska minimum wage rate. Value will be calculated using the rates posted on the date the Department receives reimbursement requests.

(10) Timing. This section does not apply to grants for the partial reimbursement of tire-derived products and/or crumb rubber.

(a) Grant funds will not reimburse expenses incurred before the beginning of the grant term. Liabilities incurred or money expended before the beginning of the grant term are not eligible to be used as matching funds.

(i) Goods must not be received or services performed prior to the beginning date of the grant term.

(b) Liabilities incurred during the grant term are eligible for reimbursement or consideration for match if satisfied by payment within 45 days after the end of the grant term.

(11) Unauthorized Expenses. Grantee will not be reimbursed for unauthorized expenditures, including, but not limited to:

- (a) Beautification expenses, such as painting or other building enhancements, seeds, trees, flowers, planters, and other landscaping items.
- (b) Recognition expenses such as prizes, plaques, awards, certificates, or trophies.
- (c) Foods, snacks, or beverages.
- (d) Landfill closure assessment, closure, monitoring, and remediation.
- (e) Late fees on invoices

(12) Payment Timeline. The Department will make payments in accordance with the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

iii) Records. Grantee must keep separate financial records for grant funds for a period of three years following the completion of the grant term. Including:

- (1) Cancelled checks
 - (2) Invoices/receipts for all grant expenditures and cash expenditures used as match
 - (3) Documentation for all matching funds (matching cash and matching in-kind/non-cash expenditures)
- iv) Inspection of Records. Throughout the duration of the grant term and three years following the completion of the grant term, the Department will have the right to request, inspect, and make copies of any books, records, or reports of the Grantee pertaining to this Agreement or related matters during regular office hours. The Grantee shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- c) Matching Funds. Only funds used to advance the project set forth in Attachment A will be eligible to be applied as match to the grant.
- i) If the Department determines that any cash or non-cash contribution does not advance the project set forth in Attachment A, the Department will deny all or a portion of the contribution from being applied to the grant as match.
 - ii) Funds awarded as part of a different grant provided by the Department cannot be used as match for the purposes of this grant.
- d) Equipment
- i) Equipment Purchase. If specific equipment was part of the approved application and the grantee purchases the equipment from the lowest responsible bidder, the grantee is approved to purchase the equipment.
 - (1) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.
 - (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.
 - (b) If Grantee selects a higher bid without the approval of the Department, the additional amount paid by Grantee can serve as match to the grant.
 - ii) Expected Service Life (ESL). The Department will assign an ESL to all equipment that has a value of \$1,000 or more. Equipment worth less than \$1,000 may be assigned an ESL on a case-by-case basis. The ESL may exceed the designated grant term.
 - iii) Equipment Titles. Grantee will put the grantee's name on the title of all equipment that is assigned an ESL.
 - iv) Equipment Usage. Equipment will be used only for the purposes identified in the grant application and approved by the Department by the award of grant funds throughout the ESL. Grantee will make effective and efficient use of the equipment during its ESL, as determined by the Department.
 - (1) If equipment is used for a purpose that is not approved, or the Grantee fails to make effective and efficient use of the equipment throughout the ESL, the Department may:

- (a) Require the Grantee repay all or a portion of the grant used to reimburse for the purchase of the equipment as determined by the Department,
 - (b) Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for equipment purchase, or
 - (c) Require the Grantee to surrender the equipment to the Department.
 - (i) Grantee must store surrendered equipment safely until the Department can arrange for the equipment to be redistributed.
 - (ii) Grantee must complete all paperwork required for transfer of surrendered equipment.

- v) Equipment Maintenance. The grantee is responsible for all necessary and reasonable maintenance of equipment and may be held liable by the Department for any loss, damage, neglect or unreasonable deterioration of the equipment throughout the ESL.

- vi) Equipment Liens. The Department will maintain first lien status on all redistributed equipment and equipment purchased, in whole or in part, with grant funds, unless otherwise approved by the Director.
 - (1) Length of lien on redistributed equipment and equipment purchased with grant funds shall correspond to the ESL of the equipment.

- vii) Ownership Interest. The Department maintains an ownership interest in all equipment during the ESL. The grant recipient will gain unrestricted ownership after the ESL period expires unless Grantee was required to surrender the equipment.

- viii) Equipment Disposition. The Department shall approve or deny the disposition of equipment throughout the ESL.
 - (1) Funds realized from the sale of equipment will revert to the Department in an amount congruent with the percentage of funding provided by the Department for purchase of the equipment.

- ix) Equipment Identification. Any piece of equipment that is assigned an ESL is required to be permanently identified. The Department will provide a tag for the grantee to place on the equipment.

- x) Equipment Inventory. After the end of the designated grant term, the grant recipient must continue to maintain a listing of all equipment that is assigned an ESL and respond to Department requests for updates on the status of such equipment and be subject to inspection throughout its ESL.

- e) Post Award Bidding Process
 - i) Grantee must obtain three written and dated bids from different vendors for equipment that is not part of the approved application, similar supply items, and contractual services any of which having a value of \$2,000 or more. Department may reject any reimbursement request if the required bids are not obtained.
 - (1) Dated copies of online listings of items for sale are acceptable.
 - (2) A written “decline to bid” statement from a vendor will be counted as a bid.
 - (3) If grantee makes a good faith effort and cannot compile the required bids, Grantee must

provide adequate documentation explaining the failure to obtain the required bids.

- (4) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.
 - (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.
 - (b) If Grantee selects a higher bid without the approval of the Department, the additional amount paid by Grantee can serve as match to the grant.
- f) Cleanup Grant. Litter Reduction and Recycling Cleanup Grants will reimburse supplies necessary to perform the cleanup work (gloves, bags, grabbers, high-visibility vests, signs, etc.), along with reimbursement for miles, at \$50 per mile, and acres, at \$10 per acre, cleaned. Additional personnel and operating expenses will not be reimbursed.
 - i) Additional reporting requirements for cleanup grants (including mini-grants re-awarded to other organizations) include:
 - (1) List the organization receiving the cleanup money (if a mini-grant).
 - (2) List the area and/or miles the organization cleaned up.
 - (3) List the amount paid to the organization, including the check number and date.
 - (4) List the quantity of material collected per cleanup event as measured by weight or volume.
 - (5) List the location and date of the cleanup event.
 - (6) List the number of volunteers and the amount of time each volunteer worked.
- g) Terms of Agreement
 - i) Amendments. This Agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the Department.
 - (1) Work plan changes and budget modifications and grant term extension requests must be submitted as a written change request during the grant term. The request must:
 - (a) Stay within the scope of the original proposal,
 - (b) Include justification for changes,
 - (c) Include a revised work plan and timeline, and
 - (d) Include a revised comprehensive line-item budget.
 - (2) The Department will notify the grant recipient regarding approval or denial of project modifications.
 - ii) Indemnification. The Grantee agrees to indemnify and hold Department harmless for loss or damage sustained by any person as a direct result of the negligent or willful acts by the Grantee, its employees, subcontractors, or agents in the performance of this Agreement, including all associated costs of any defending action.

- iii) Assignment. No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- iv) Waiver of Rights. The Grantee or Department may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver of such condition or any other right or power granted by this Agreement.
- v) Termination. This Agreement may be terminated, in whole or in part, in writing by the Department in the event of substantial failure by the Grantee to fulfill its obligations under this Agreement by providing:
 - (1) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
 - (2) An opportunity for consultation with the Department prior to termination.
- vi) Relinquishment. Grantee shall provide notice to the Department within ten (10) days of decision to relinquish grant if Grantee no longer intends to carry out the project as described in Attachment A. Upon notification the Department may make the funds and any equipment that was allotted for the project covered by this Agreement available to another party and release the Grantee from any further reporting duties.
- vii) Violations and Nonperformance. If the Grantee violates any condition of this Agreement or fails to complete and maintain the project in a manner described in Attachment A, the Department may:
 - (1) Require the Grantee to repay any or all funds previously disbursed according to this Agreement,
 - (2) Require the Grantee to surrender any equipment, and
 - (3) Pursue any other remedy available under the law.
- viii) Remedies Not Exclusive. The use by the Department of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Department from using such remedy, or limit the application of any other remedy provided by law.
- ix) Severability. If any provision of this Agreement is found to be illegal, void, or unenforceable, the other provisions of this Agreement will remain in full force and effect.
- x) Integration. The parties intend this Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement. As such, it is the sole repository of their Agreement and they are not bound by any other agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this, complete, exclusive, and fully integrated statement of their Agreement may not be supplemented or explained by any evidence of trade usage or course of dealing.

11) PROJECT MANAGERS

The Project Manager for each party to this Agreement shall be as follows. The Project Manager

may be changed by any agency by providing written notification.

Department	<i>(Grantee)</i>
Ruth Johnston Federal Aid Administrator Planning and Aid Section Land Management Division	Contact Name: Contact Title:
402-471-0273	Contact Phone:

12) SIGNATORIES

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: Dennis Burling TITLE: Deputy Director

(Signature): _____ DATE: _____

(Grantee)

BY (Print): _____ TITLE: _____

(Signature): _____ DATE: _____