

GRANT AGREEMENT

CIWMB110 (Revised 03/05)

NAME OF GRANT PROGRAM		GRANT NUMBER
2004/2005 Local Govt. Tire Amnesty Day Grants		TR43-04-1
GRANTEE NAME		
City of Redlands		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED	
	\$18,892.00	
TERM OF GRANT AGREEMENT		
FROM: March 15, 2005	TO: April 30, 2007	

THIS AGREEMENT is made and entered into on this 22nd day of March, 2005, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and City of Redlands (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

The Grantee agrees to perform the work described in the Work Plan attached hereto as Exhibit C according to the Budget attached hereto as Exhibit D.

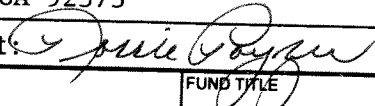
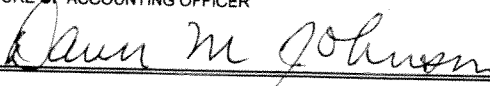
The Grantee further agrees to abide by the provisions of the following exhibits attached hereto:

- Exhibit A - Terms & Conditions
- Exhibit B - Procedures & Requirements
- Exhibit C - Work Plan
- Exhibit D - Budget

Exhibits A, B, C, and D attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

The State agrees to fund work done by the Grantee in accordance with this Agreement up to the Total Grant Amount Not to Exceed specified herein.

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

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE' NAME (PRINT OR TYPE)	
SIGNATURE		City of Redlands	
— 		GRANTEE' SIGNATURE AUTHORITY	
Mark Leary, Executive Director		—  Gilberto Gil	
DATE		TITLE	
4/11/05		Mayor Pro Tem	
		DATE	
		04/05/05	
		(Authorized representative)	
		GRANTEE' ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
		35 Cajon Street, P. O. Box 3005	
		Redlands, CA 92373	
CERTIFICATION OF FUNDING Attest:  City Clerk			
AMOUNT ENCUMBERED BY THIS AGREEMENT		PROGRAM/CATEGORY (CODE AND TITLE)	
\$18,892.00		2004/2005 Local Govt. Tire Amnesty Day Grants	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		FUND TITLE	
		IWMA	
TOTAL AMOUNT ENCUMBERED TO DATE		(OPTIONAL USE)	
\$18,892.00			
		ITEM	CHAPTER
		3910-001-387	208
		STATUTE	FISCAL YEAR
		2004	2004/2005
		OBJECT OF EXPENDITURE (CODE AND TITLE)	
		1000-15293-418.03	
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 ACCOUNTING OFFICER		DATE	
— 		3/22/05	

TR43-04-01

GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS

GRANT APPLICANT/GRANTEE NAME

City of Redlands

GRANT NAME AND CYCLE

City of Redlands Community Recycling Events (FY 2004/2005)

GRANT NUMBER

DATE SUBMITTED/UPDATED

10/7/04

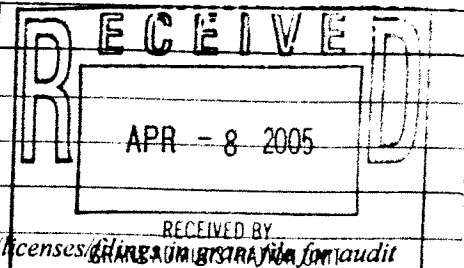
Mark (✓ or X) appropriate box on each line below. All lines must be completed.

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

	LOCAL PERMITS, LICENSES & FILINGS	REGULATOR OR ISSUER
☐	Authority to Construct/Permit to Operate	Air Quality Management District
☐	Building Construction Permit	City or County
☐	Business License	City or County
☐	Fictitious Business Name Filing	County
☐	Land Use Permit/Zoning Clearance/Conditional Use Permit	City or County
☐	Permit By Rule (PBR) for Permanent HHW Facilities or Temporary Collection Events	City, County or Cal/EPA-DTSC
☐	Waste Hauler Permit	City or County
	STATE PERMITS, LICENSES & FILINGS	
☐	Antifreeze, Battery, Oil & Paint (ABOP) Notification	CUPA or Cal/EPA-DTSC
☐	Corporate, Company or Partnership Filings	Ca. Secretary of State
☐	Hazardous Waste Haulers Permit	Cal/EPA - DTSC
☐	Industrial Activities Storm Water General Permit	Cal/EPA - SWRCB
☐	Non-Profit Organization 501 (C) (3)	Ca. Secretary of State
☐	Prop. 65 Safe Drinking Water & Toxic Enforcement Act	Cal/EPA - OEHHA
☐	Solid Waste Facilities Permit	Cal/EPA - CIWMB
☐	State EPA Identification Number	Cal/EPA - DTSC
☐	Waste and Used Tire Hauler Registration (Exempt under PRC 42954)	Cal/EPA - CIWMB
☐	Waste Discharge Requirements	Cal/EPA - SWRCB
☐	Waste Tire Facilities Permit	Cal/EPA - CIWMB
	FEDERAL PERMITS, LICENSES & FILINGS	
☐	US EPA - Identification Number	US EPA
☐	US EPA - NPDES and/or NSR Permits	US EPA
	OTHER PERMITS, LICENSES & FILINGS	
☐		
☐		
☐		
☐		



DO NOT submit copies of the permits/licenses/filings with this form. Please retain all permits/licenses/filings for audit purposes.

GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS

Comments/Notes:

Mark (✓ or X) appropriate box below.

☐	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.
☒	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: Redlands, CA on April 5, 2005
City and State *Date*

Gilberto Gil

Mayor Pro Tem

Print Name of Grant Applicant/Grantee (as identified in resolution)

Title

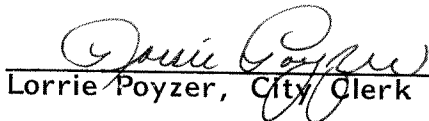


April 5, 2005

Signature of Grant Applicant/Grantee (as identified in resolution)

Date

Attest:


Lorrie Poyzer, City Clerk

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 the Board's Unreliable Contractors List.

RESOLUTION NO. 6323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD FOR WASTE TIRE AMNESTY COLLECTION EVENTS

WHEREAS, grant funds are available from the California Integrated Waste Management Board for tire amnesty day events and public education regarding proper tire maintenance and disposal; and

WHEREAS, the City of Redlands has sufficient resources to provide the matching funds requirement of a grant application for public outreach and tire collection events; and

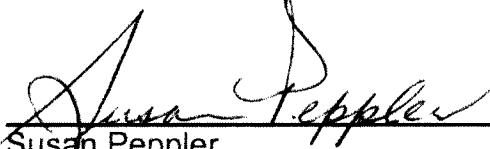
WHEREAS, public outreach to promote proper disposal of tires and convenient opportunities for citizens to dispose of tires is consistent with the City of Redlands Mission Statement to provide for the health, safety, and welfare of our citizens through efficient and effective programs; and

WHEREAS, the successful implementation of a grant project to reduce the illegal disposal of tires is consistent with City of Redlands goals related to enhancement of the environment and public participation and involvement;

NOW THEREFORE, BE IT RESOLVED THAT:

1. The City Council of the City of Redlands authorizes submission of an application to the California Integrated Waste Management Board for a FY 2004/2005 Waste Tire Amnesty Day. The Mayor or any member of the City Council of the City of Redlands is hereby authorized and empowered to execute in the name of the City of Redlands all necessary contracts, agreements and amendments hereto for the purpose of securing grant funds.
2. The City Council of the City of Redlands authorizes and empowers the Municipal Utilities Director in the name of the City of Redlands to execute all necessary applications, payment requests, progress reports, and final reports for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

ADOPTED, SIGNED AND APPROVED this 5th day of October, 2004.



Susan Peppler
Mayor of the City of Redlands

ATTEST:



City Clerk

EXHIBIT A

TERMS AND CONDITIONS

The Waste Tire Amnesty Day Grant Program Fiscal Year 2004-2005 (TR43-04-01)

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

- 1) The proposed Grantee must pay all outstanding debts owed to the California Integrated Waste Management Board within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB 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:

- ? "CIWMB" means the California Integrated Waste Management Board.
- ? "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- ? "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- ? "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- ? "Grantee" means the recipient of funds pursuant to this Agreement.
- ? "Program" means the Local Government Public Education and Amnesty Day Grant Program.
- ? "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

- | | |
|--|--|
| 1. ACKNOWLEDGEMENTS | The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste—You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans 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. |
| 3. AIR OR WATER POLLUTION VIOLATION | <p>Under the State laws, the Grantee shall not be:</p> <ol style="list-style-type: none">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; orc. 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. ANTITRUST CLAIMS

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). **"Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.**

- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**7. ASSIGNMENT,
SUCCESSORS AND
ASSIGNS**

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

**8. AUDIT/RECORDS
ACCESS**

The Grantee agrees that the CIWMB, 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. 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.]

**9. AUTHORIZED
REPRESENTATIVE**

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

**10. AVAILABILITY OF
FUNDS**

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

**11. CHILD SUPPORT
COMPLIANCE ACT**

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

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. COMMUNICATIONS

All communications from the Grantee to the CIWMB 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.

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process when contracting for services required under this Agreement.

14. COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant 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.

With each Payment Request (CIWMB 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 (CIWMB 669) on file with the CIWMB is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CIWMB 669) available at:
www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

**15. CONFIDENTIALITY/
PUBLIC RECORDS**

The Grantee and the CIWMB acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code ("GC") Section 6250 et seq. The CIWMB agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

16. CONFLICT OF INTEREST

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

Current State Employees (Public Contracts Code (PCC) ? 10410):

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

Former State Employees (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).

**17. 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 the CIWMB. 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 the CIWMB 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 the CIWMB 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 the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

18. CONTROLLING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California

**19. COPYRIGHTS AND
TRADEMARKS**

- a. The Grantee assigns to the State 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, including 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 the State. Upon written request by the Grantee, the CIWMB 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. The State through the CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant this Agreement, for nonprofit purposes, and to have or permit others to do so on the Grantee's behalf.

**20. 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.

**21. 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,
- c. Reimburse the CIWMB for any unspent funds.

22. DISPUTES

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

**23. DRUG-FREE
WORKPLACE**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee will comply with the requirements of the Drug-Free Workplace Act

CERTIFICATION

of 1990 (GC ? 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, 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.

24. EFFECTIVENESS OF AGREEMENT

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

25. ENTIRE AGREEMENT

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

26. ENVIRONMENTAL JUSTICE

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

27. EXPATRIATE CORPORATIONS

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees 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.

28. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:

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

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

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

29. FORCE MAJEURE

Neither the CIWMB 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 the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

30. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the 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 and/or to repay to the CIWMB any funds improperly expended.
31. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, 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.
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, the CIWMB 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 the CIWMB.
35. 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 GC 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 (GC 12990 (a-f)) and California Code of Regulations, Title 2, Section 8103). c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.
36. 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 the CIWMB 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.

37. PATENTS

The Grantee assigns to the State all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Upon written request by the Grantee, the CIWMB 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.

38. PAYMENT

- a. The Budget, attached to and incorporated herein by reference to this Agreement as Exhibit D, states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, which is attached to and incorporated herein by reference to this Agreement as Exhibit C. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan 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 in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan or the 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.
 - e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, 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. 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 the CIWMB 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 the CIWMB for such purposes.
 - 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.
-

- 41. RECYCLED-CONTENT CERTIFICATION** The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.pdf.
- 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.ciwmb.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase RCP's, the Grantee must document why it was unable to comply with this requirement.
- 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 purchases made with grant funds, the Grantee shall purchase 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. RESOLUTION** A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.
- 48. 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.
- 49. 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.
- 50. 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.
- 51. SWEATFREE CODE OF** a. All Grantees contracting for the procurement or laundering of apparel,

CONDUCT

garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

52. TERMINATION FOR CAUSE

The CIWMB 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, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement.

53. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

54. UNION ORGANIZING

By signing this Agreement, the Grantee hereby acknowledges the applicability of GC 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.

55. UNRELIABLE LIST

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5. If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

56. 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 California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations

imposed upon the parties hereunder.

**57. 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.

58. WORK PRODUCTS

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

**59. 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

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INTRODUCTION

The Procedures and Requirements of the California Integrated Waste Management Board's (CIWMB) Local Government Waste Tire Public Education and Amnesty Day Grant Program Grant Agreement (Agreement) describes project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

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

REPORT REQUIREMENTS

Progress Reports and the Final Report are required by this Agreement.

Annual Progress Reports:

The Annual Progress Reports must be prepared in accordance with the format specified in the Annual Progress Report section of this document.

Final Report:

The Final Report must be prepared in accordance with the format specified in the Final Report section of this document.

Note: All reports must be current and approved before Grant Payment Requests can be processed. Failure to comply with the specified reporting requirements or the approved work plan may result in the termination of this Agreement or suspension of any outstanding Grant Payment Requests. Any problems or delays must be reported immediately to the Grant Manager.

REPORT DUE DATES

Annual Progress Reports:

The Grantee must submit Annual Progress Reports to the Grant Manager based on the schedule below. The reporting period begins when the Agreement has been executed and a Notice to Proceed has been issued and received by the Grantee.

Final Report:

The Final Report and final Grant Payment Request must be submitted by April 16, 2007. **Failure to submit the Final Report and Final Payment Request, with supporting documentation, by April 16, 2007, may result in forfeiture of reimbursement for expenses that might otherwise have been eligible for funding under the grant.**

Report	Report Due	Reporting Period
Annual Report	January 31, 2006	Notice to Proceed – December 31, 2005
Annual Report	January 31, 2007	January 1, 2006 – December 31, 2006
Final Report	April 16, 2007	Notice to Proceed – April 16, 2007

REPORT AND PAYMENT REQUEST SUBMITTAL

Please submit all reports and payment requests to:

California Integrated Waste Management Board

Attn: Boxing Cheng
Special Waste Division, MS# 22
1001 I Street, P.O. Box 4025
Sacramento, CA 95812-4025

**ANNUAL
PROGRESS REPORTS**

Annual Progress Reports are a requirement of this Agreement and must be prepared in the format specified below.

Report Component	Description
Cover Page	Include the following: ? Name of the grantee ? Grant number ? Amount of grant award ? Dates of report coverage ? Report preparation date ? Disclaimer statement, as follows: "The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
Table of Contents	Identify report contents and corresponding page numbers.
Executive Summary	Provide a brief summary of the project and the status of the goals and objectives. If the goals and objectives have not been met, identify the principle reason(s) why.
Project Status	Briefly describe the progress of each task in the Work Plan (Exhibit C) including: ? Results achieved ? Problems encountered Describe any proposed changes to the project and/or schedule including: ? Changes in Grantee contact information should be indicated ? Changes or modifications to the Work Plan Note: Changes or modifications to the Work Plan must be submitted in writing by the Grantee. The Grant Manager must approve the proposed changes in writing prior to the Grantee performing the changed work. Only minor changes will be considered..

**ANNUAL PROGRESS
REPORTS
(CONTINUED)**

Accomplishments

Describe the accomplishments achieved during the current reporting period. Indicate what tasks will be completed in the next reporting period.

Financial Status

Provide a comparison of the costs incurred during the reporting period with the approved Budget (Exhibit D) including:

- ? Whether the project is progressing within the approved Budget
- ? Proposed changes or modifications to the Budget.

Note: Changes or modifications to the Budget must be submitted in writing by the Grantee. The Grant Manager must approve the proposed changes in writing prior to the Grantee incurring the cost. Only minor changes will be considered.

**Grant Payment
Request**

Grant Payment Requests may be made upon submittal of an Annual Progress Report.

Grant payments may be requested intermittently throughout the grant term as long as the Grantee is in compliance with all provisions of this Grant Agreement (e.g., current with all reporting requirements).

See "Grant Payment Request and Documentation" section for payment request requirements.

FINAL REPORT

The Final Report is a requirement of this Agreement and must be prepared in the format specified below. The Final Report is due to the Grant Manager by April 16, 2007. If requested, the Grantee shall make an oral presentation to the Board or the Special Waste Committee.

Report Component	Description
Cover Page	Include the following: ? Name of the grantee ? Grant number ? Amount of grant award ? Dates of report coverage ? Report preparation date ? Disclaimer statement, as follows: "The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
Table of Contents	Identify report contents and corresponding page numbers.
Executive Summary	Provide a concise summary of the project and its goals and objectives. Explain how the goals and objectives were accomplished and, if any goals or objectives were not accomplished, explain why not. Briefly describe the completion of each task in the Work Plan including: ? Results achieved ? Problems encountered
Evaluation	Describe the methods used to evaluate the project's success and impact on the community (i.e. surveys, attendance counts, etc.). Provide copies of outreach tools used to advertise the project (i.e. brochures, flyers, etc.). Report any findings or recommendations that resulted from the project. <i>Note: This section must relate directly to the evaluation component of your application.</i>

**FINAL REPORT
(CONTINUED)**

Future Intent

Describe how lessons learned from this project will be applied to future projects.

**Waste Tires
Diverted**

Report the number of pounds of California waste tires collected as a result of this grant and the cost per pound. Include a summary of facilities that accepted waste tires and the number of tires finally disposed, recycled, or re-used. Include supporting documentation.

Photographs

If applicable, submit two, 5X7 printed photographs of the completed project. Pre-construction photographs are highly recommended, however, not mandatory. Include electronic copies of photographs on disk.

**Contractor
Summary**

List all contractors and subcontractors involved in the project. For each contractor and subcontractor include the following information:

- ? Name
- ? Address
- ? Concise statement of work completed
- ? Time period in which the work was completed
- ? Amount paid
- ? Complete General Permit, Business and Filings form (CIWMB 669)

Appendices

Include copies of each of the following, if applicable:

- ? Brochures
- ? Flyers
- ? Newspaper articles
- ? Documents developed using grant funds

**Grant Payment
Request
(CIWMB 87)**

The Final Payment Request must be accompanied by the Final Report.

See "Grant Payment Request and Documentation" section for payment request requirements.

Note: Final payment will not be issued until the Final Report is approved by the Grant Manager.

**GRANT PAYMENT
CONDITIONS**

Grantee:

1. The Grantee must submit a completed Grant Payment Request (CIWMB 87) and supporting documentation as described in "Grant Payment Request and Documentation." Payments to the Grantee for grant expenses are made on a reimbursement basis. Grant payments may be requested intermittently throughout the grant term. The Grantee must be in compliance with all provisions of the Grant Agreement before a payment request will be approved.
2. The Grantee must submit the required Annual Progress Report(s)/Final Report and the Grant Manager must approve the report.
3. The Grantee must provide a declaration signed under penalty of perjury by the Grantee's contractor(s), stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the contractor(s). www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5. The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Contractors/Subcontractors" section in Exhibit A - Terms and Conditions for more information.

CIWMB:

1. CIWMB will reimburse the Grantee for performing only those services specified in the Budget Itemization and Grant Application. The Grant Manager must approve any proposed changes in writing prior to the Grantee incurring the cost.
2. CIWMB will withhold and retain ten percent (10%) of each Grant Payment Request until all conditions stipulated in the Agreement have been satisfied. Reimbursement of the ten percent (10%) withhold must be requested in the Final Grant Payment Request.
3. CIWMB will only make payments to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
4. CIWMB will make payments to the Grantee as promptly as fiscal procedures permit. The Grantee can typically expect payment within three to four weeks from the date a Grant Payment Request is approved by the Grant Manager.

**ELIGIBLE PROJECT
COSTS**

Eligible costs are expenditures listed in the approved budget and incurred during the term of the grant after receiving the Notice to Proceed from CIWMB. Grant monies only fund expenses incurred during the grant term and described in the Grantee's approved Budget Itemization. It is the Grantee's responsibility to ensure that all claimed costs are appropriate by reviewing all contract documents, newsletters, e-mails, other information updates supplied by the CIWMB, and consulting with the Grant Manager. All claimed costs to be funded must be directly and clearly related to implementation and operation of this project or the claim will not be considered or paid.

All costs must be directly related to the approved grant project. Costs must be reasonable and cost-effective.

**INELIGIBLE PROJECT
COSTS**

Any costs not directly related to the Local Government Waste Tire Public Education and Amnesty Day grant project are ineligible for grant funding or match money. Ineligible costs include, but are not limited to, the following:

- ? Costs (claimed as either grant expenses or matching monies) incurred prior to the receipt of the "Notice To Proceed" or after April 16, 2007
- ? Costs not identified in the Work Plan (Exhibit C) or approved Budget (Exhibit D)
- ? Costs currently covered by another CIWMB funded loan, grant or contract
- ? Purchasing or leasing of land
- ? Purchasing or leasing of vehicles by non-governmental agencies
- ? Overtime costs (except for local government staffing during specially scheduled evening or weekend events that are pre-approved in writing by the Grant Manager, when law or labor contract requires overtime compensation)
- ? Out-of-state travel
- ? Expenses incurred for meetings, workshops, training, special events, etc.
- ? Any food or beverages
- ? Profit or mark-up by the Grantee
- ? Overhead expenses such as costs for rental/lease of space, utilities, office supplies, and miscellaneous costs incurred
- ? Any costs that are not consistent with local, state, and federal guidelines and regulations
- ? Cell phones, pagers; personal electronic device, camera's, etc.
- ? Any personnel costs not directly related to salaries and/or benefits
- ? Permit, inspection, and use fees
- ? Interest charges or payments on bonds or indebtedness required to finance the project
- ? Bonus payments for early completion of work
- ? Any personnel costs not directly related to grant- related activities, including but not limited to those costs incurred as a result of time an employee assigned to the project funded by the grant does not actually work on the project (e.g., use of accrued vacation, sick leave, etc.) Any pre-paid expenditures for future goods or services delivered beyond the end of the grant term (Exemption: The Grant Manager may consider approving products purchased in full before the end of the grant term but delivered after the grant term if the delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive approval from the Grant Manager.)
- ? Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations
- ? Travel or per diem costs
- ? All cost attributable to county or state building licensing and permit fees, sewer/utility use or unit fees, and/or other building inspection fees
- ? Maintenance costs
- ? Any other costs not deemed by the Grant Manager to be reasonable or related to the purpose of the grant

**GRANT PAYMENT
REQUEST AND
DOCUMENTATION**

1. Submit a Grant Payment Request (CIWMB 87) with an original signature of the individual or his/her designee, as authorized in the resolution. CIWMB will not approve for payment copies of Grant Payment Requests or faxed Grant Payment Requests. To obtain the Grant Payment Request (CIWMB 87), see www.ciwmb.ca.gov/Grants/Forms/CIWMB087.doc.
2. Submit supporting documentation with Grant Payment Request.
 - ? Supporting documentation must include invoices, receipts or purchase orders containing:
 - ✍ Vendor name, phone number or address, purchase amount and date
 - ✍ Description of goods or services
 - ✍ Proof of payment (e.g., copies of cancelled checks, invoice marked as paid and receipts)

Note: Accounting reports can be accepted as proof of payment if they contain check number, date, vendor name and amount.
 - ? Calculate personnel expenditures for employees, detailing costs by employee classification, hourly wage, fringe benefit rate, and number of hours worked on grant activities.

Note: All costs must be clearly linked to a specific task on the Work Plan and Budget or the payment will not be approved.
3. Submit a Recycled-Content Certification form (CIWMB 74G) completed by the manufacturer(s). To obtain the Recycled Content Certification form (CIWMB 74G), see www.ciwmb.ca.gov/Grants/Forms/CIWMB074GTire.doc.
4. Submit an updated General Checklist of Business Permits, Licenses and Filings form (CIWMB 669). To obtain the General Checklist of Business Permits, Licenses and Filings form (CIWMB 669), see www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

**PROJECT COMPLETION
AND GRANT CLOSE-
OUT**

The Grantee must submit a Final Report, final Grant Payment Request, and all required documentation (including, but not limited to, documentation of any outstanding grant and documentation demonstrating that the matching requirement has been satisfied) by April 16, 2007.

The Grant Manager will determine whether all applicable administrative actions and all work specified in the Work Plan is complete. Upon the Grant Manager's approval of the Final Report, final Grant Payment Request and all required documentation, CIWMB will release the ten percent (10%) retention and any remaining grant funds owed to the Grantee.

**RECORDS AND AUDIT
REQUIREMENTS**

This grant is subject to a desk or field audit. See "Audit/Records Access" section 2 in Exhibit A - Terms and Conditions for more information.

EXHIBIT C

WORK PLAN

Task #	Task Description	Product or Results	Staff/Contractor	Timeframe (use dates)
1	Pre-Event Planning Phase -- Meetings to coordinate logistics of collection prior to each event	Logistics Plan	Staff	April 2005 -- April 2006
2	Education & Outreach Phase -- Develop newsletters and coordinate bulk mail distribution Advertise Events -- Targeted outreach (e.g., agribusiness, community organizations, etc.)	Distribution of bulk newsletter Pd. Advertising in TV Weekly of Daily Facts Phone calls and mailers	Staff	April 2005 -- April 2006
3	Amnesty Day Event Phase -- Hold Collection Events; track participation -- Transport tires during regular business hours to recycler following event	4 Amnesty Day Events	Staff	April 2005- April 2006
4	Post-Event Phase -- Evaluate each event (periodic reporting); review and critique each event with staff -- Final Report	Progress reports Final Report	Staff	April 2005- April 2006

EXHIBIT D

BUDGET ITEMIZATION

Pre-Event Planning Phase

Task #	Category	Description	Match \$	Grant \$	Total
	Personnel	\$ / Hr. X Hours; Activity			
1	Solid Waste Manager	\$60.63/hr. x 4 hrs. for logistics planning	243		243
1	Route Supervisors	\$26/hr. x 8 hrs. for logistics planning	208		208
1	Customer Service Sup.	\$29.44/hr. x 4 hrs. for logistics planning	118		118
<i>Sub-Total</i>			560		560

Education & Outreach Phase

Task #	Category	Description	Match \$	Grant \$	Total
2	Personnel	\$ / Hr. X Hours; Activity			
2	Solid Waste Manager	\$60.63/hr. x 8 hrs. for newsletter coor.	485		485
2	Customer Service Sup.	\$29.44/hr. x 4 hrs. for newsletter coor.	118		118
2	Public Inf. Officer	\$30.02/hr. x 8 hrs. for newsletter, ads., web site	240		240
2	Solid Waste Manager	\$60.63/hr. x 4 hrs. for targeted outreach	243		243
	Services				
	Printer	Printed materials at est. 25% of cost (4 newsletters)	441	1559	2000
	Bulk mailing	Bulk mail at 25% of cost for 4 newsletters	3000		3000
<i>Sub-Total</i>			4527	1559	6086

Amnesty Day Event Phase

Task #	Category	Description	Match \$	Grant \$	Total
3	Personnel	\$ / Hr. X Hours; Activity			
3	Truck Drivers	\$37/hr. (OT) x 64 hrs. for 4 Amnesty Events		2368	2368
3	Route Supervisors	\$39/hr. (OT) x 40 hrs. for 4 Amnesty Events		1560	1560
3	Customer Service Reps.	\$31.55/hr. (OT) x 78 hrs. for 4 Amnesty Events		2461	2461
3	Customer Service Sup.	\$44.16/hr. (OT) x 28 hrs. for 4 Amnesty Events		1152	1152
3	Truck Drivers	\$24.66/hr. x 24 hrs. for tire transport to recycler		592	592
	Contractor	Est. 140 tons tipped @ \$60/ton at BAS Tire		8400	8400
3	Equipment				
3	Mileage	Roll-off truck @ \$2.50/mile x est. 320 miles for 4 events		800	800
<i>Sub-Total</i>				17333	17333

Post-Event Phase

Task #	Category	Description	Match \$	Grant \$	Total
4	Personnel	\$ / Hr. X Hours; Activity			
4	Solid Waste Manager	\$60.63/hr. x 10 hrs. for event review, prog. rpts.	606		606
4	Customer Service Sup.	\$29.44/hr. x 2 hrs. for event review	59		59
4	Route Supervisors	\$26/hr. x 2 hrs. for event reviews	52		52
	Solid Waste Manager	\$60.63/hr. x 8 hrs. for final report	485		485
<i>Sub-Total</i>			1202		1202

Total Project Cost

25,181
