

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-7

Urgent

Routine

AGENDA DATE January 6, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Authorization to Apply for a Waste Tire Clean-up and Amnesty Event Grant from the California Integrated Waste Management Board and if Awarded, Accept and Administer the Grant

STAFF RECOMMENDATIONS:

1. Adopt a Resolution to authorize the Director of the Department of Environmental Resources, or her designee, to apply for a Waste Tire Clean-up and Amnesty Event Grant from the California Integrated Waste Management Board, and enter into an agreement to administer the grant.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to apply for Fiscal Year 2008-2009 Waste Tire Clean-up and Amnesty Event Grant from the California Integrated Waste Management Board, and if awarded, sign an agreement to accept and administer the grant.

(continued on next page)

FISCAL IMPACT:

If awarded, this grant would provide approximately \$58,312 during Fiscal Year 2009-2010 in reimbursements to the Department of Environmental Resources for expenses to implement a regional Waste Tire Clean-up and Amnesty program for the unincorporated areas of Stanislaus County and the cities of Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. Should additional funds be awarded, the award is anticipated to not exceed \$64,143 or 10% over the requested amount. This estimated revenue will be included as part of the Department's budget for Fiscal Year 2009-2010.

BOARD ACTION AS FOLLOWS:

No. 2009-36

On motion of Supervisor Grover, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization to Apply for a Waste Tire Clean-up and Amnesty Event Grant from the California Integrated Waste Management Board and if Awarded, Accept and Administer the Grant

STAFF RECOMMENDATIONS (Continued):

3. Authorize the submittal of a joint funding request to the California Integrated Waste Management Board for a Waste Tire Clean-up and Amnesty Event Grant on behalf of the cities of Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and the unincorporated areas of Stanislaus County.

DISCUSSION:

California generates almost 39 million waste tires annually. Although nearly three-quarters of all discarded tires are recycled in the State, the remainder poses an annual 10.5-million tire disposal challenge for cities and counties. The illegal disposal or stockpiling of tires in our State is a problem that ranks in the top tier in the nation, creating an environmental challenge.

The illegal dumping of tires is an ongoing problem in Stanislaus County as well. This occurrence not only presents blight and health concerns, but also obstructs emergency vehicles from driving through the alleys. In addition, there are numerous areas where tires are being dumped in large quantities. Illegally dumped tires not only present fire hazards, but can also attract and house mosquitoes and other vectors that can spread disease.

The California Integrated Waste Management Board (CIWMB) Waste Tire Clean-up and Amnesty Event Grant (TCA-4) was established to address this growing problem of unlawful disposal of waste tires. The funds come from a fee of \$1.75 collected on the retail sale of every new tire sold in California. The CIWMB has allocated \$2 million for competitive grants for Fiscal Year 2009-2010 for this purpose.

On February 12, 2008, the Board of Supervisors approved the request by the Department of Environmental Resources (Department) to apply for the CIWMB Waste Tire Clean-up and Amnesty Event Grant (TCA-3) and the Department was successful in obtaining this grant.

At this time, the Department is requesting authorization to apply for the Waste Tire Clean-up and Amnesty Event Grant TCA-4 funds for the 2009-2010 Fiscal Year, referred to as the "Fiscal Year 2008-2009 TCA-4 Grant." The application includes continuing a regional approach for the tire amnesty portion of the grant. For the purposes of this grant application (Attachment "A"), the region will include the unincorporated areas of Stanislaus County and the cities of Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. Letters of support from these

Authorization to Apply for a Waste Tire Clean-up and Amnesty Event Grant from the California Integrated Waste Management Board and if Awarded, Accept and Administer the Grant

cities are included in the grant application. Stanislaus County has historically taken the lead role in the application for and administration of regional grant applications.

This grant application for the upcoming fiscal year will focus on two critical areas: 1) the disposal costs for cleaning up illegally dumped tires in the unincorporated areas through the County's roadside clean-up program; and 2) conducting waste tire amnesty collection events within the participating cities and the unincorporated areas.

The clean-up (disposal) portion of this grant will be used to reimburse the County for its cost to recycle the over 5,000 waste tires collected on the County's roadways each year. The tire amnesty section will reimburse each participating jurisdiction for advertising, labor, and recycling costs associated with holding tire amnesty events. One event will be held in each participating city and four events will be held in various locations throughout the unincorporated area. The latter will supplement the general clean-up events that are planned for the coming year by the Stanislaus County's Redevelopment Agency.

The amnesty events will be conducted either at a central drop-off point where individuals will deliver tires, or through a voucher system. The voucher system would provide residents with a coupon that would allow them to take their tires to a designated transfer station. Central drop-off points are typically used when events are held in a city or within a particular segment of the unincorporated area. For events that canvass a larger geographic area, a voucher system works best.

POLICY ISSUE:

The Board of Supervisors should determine if applying for, accepting, and administering a Waste Tire Clean-up and Amnesty Event Grant is consistent with the Board's priorities of a safe community, a healthy community, effective partnerships, and the efficient delivery of public services. Such funding would assist the County and the cities within this region in their efforts to safely manage the large number of waste tires generated each year.

STAFFING IMPACTS:

There are no staffing impacts at this time.



November 2008

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
Integrated Waste Management Board (CIWMB)

**LOCAL GOVERNMENT WASTE TIRE CLEANUP AND
AMNESTY EVENT GRANT PROGRAMS
APPLICATION**

TCA4 Cycle – FISCAL YEAR (FY) 2008/09



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Mailed applications must be postmarked no later than **January 9, 2009**. Hand delivered applications must be received and date stamped by CIWMB Staff no later than 3:00 p.m. on **January 9, 2009**. Late applications will be disqualified. Emailed or faxed applications will not be accepted.

Please follow instructions in the Application Guidelines and Instructions when completing this application. The Application Guidelines and Instructions are critical to properly completing and submitting this application.

Applications become the property of the CIWMB and are subject to disclosure under the Public Records Act. Do not submit confidential information.

Applications sent by U.S. Postal Service or a commercial delivery service should be sent in a manner that allows for tracking by the sender and that provides an addressed and dated receipt. Failure to do so is at the risk of the applicant and if delivery is delayed or the application is lost by the Post Office or delivery service, the burden is on the applicant to demonstrate timely mailing or delivery of the application.

**LOCAL GOVERNMENT WASTE TIRE CLEANUP AND AMNESTY EVENT
 GRANT PROGRAMS – TCA4 (FY 2008/09)**

Complete and submit all sections.

APPLICANT / ORGANIZATION INFORMATION			
APPLICANT / ORGANIZATION NAME: Stanislaus County		CLEANUP PROJECTS AMOUNT: \$8,568	
PARTICIPATING JURISDICTIONS (FOR REGIONAL PROGRAMS ONLY): Hughson Turlock Newman Waterford Oakdale Stanislaus County Patterson Unincorporated Riverbank		AMNESTY EVENTS AMOUNT: \$49,744	
		REQUESTED TOTAL AMOUNT: <i>(ROUND AMOUNTS TO THE NEAREST WHOLE DOLLAR)</i> \$58,312	
MAILING ADDRESS: 3800 Cornucopia Way		PROJECT ADDRESS:	
CITY: Modesto		CITY:	
COUNTY: Stanislaus	ZIP CODE: 95358-9492	COUNTY:	ZIP CODE:
PRIMARY CONTACT NAME: Bryan Kumimoto	SIGNATURE AUTHORITY NAME: <i>(AS AUTHORIZED IN RESOLUTION)</i> Sonya K. Harrigfeld	AUTHORIZED DESIGNEE NAME: <i>(IF APPLICABLE, AS AUTHORIZED IN LETTER OF DELEGATION-LOD, SEE APPENDIX A FOR MORE INFO.)</i>	
TITLE: Senior Resource Management Specialist	TITLE: Director	TITLE:	
TELEPHONE NUMBER: 209 525-6752	TELEPHONE NUMBER: 209 525-6700	TELEPHONE NUMBER:	
FAX NUMBER: 209 525-6773	FAX NUMBER: 209 525-6773	FAX NUMBER:	
EMAIL ADDRESS: bkumimoto@envres.org	EMAIL ADDRESS: sharrigf@envres.org	EMAIL ADDRESS:	
INDICATE WHICH TYPE OF ENTITY YOU ARE (CHECK ONLY ONE):			
<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> CITY & COUNTY <input type="checkbox"/> QUALIFYING INDIAN TRIBE <input type="checkbox"/> OTHER (LIST TYPE) _____			
LEGISLATIVE DISTRICT NUMBERS (TO FIND YOUR DISTRICT, USE MAILING ADDRESS ABOVE AND GO TO www.ciwmb.ca.gov/Profiles/Juris/)		FEDERAL TAX IDENTIFICATION NUMBER:	
ASSEMBLY: 17, 25 & 26	SENATE: 12 & 14	94-6000540	

ENVIRONMENTAL JUSTICE CERTIFICATION

CIWMB Grantees must in the performance of the Grant Agreement conduct their 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. (Govt. Code §65040.12(e) and Public Resources Code §71110(a))

Must check box



We acknowledge that our organization will comply with these principles of Environmental Justice.

RESOLUTION or (LETTER OF COMMITMENT) REQUIREMENT

Submit either an approved Resolution, valid up to 5 years, with your application or the following acknowledgement

(If applicable, submit a current Letter of Delegation (LOD) for signature designee)

Note: See Application Guidelines & Instructions for Resolution and Letter of Authorization (LOA) information and examples

Must check one

We acknowledge that an approved Resolution and, if applicable, LOD designating additional signature authority is enclosed in the application.

We acknowledge that our approved Resolution must be received by the CIWMB no later than **February 9, 2009**. We further acknowledge that if our Resolution is received after this date, our application will be disqualified.

CERTIFICATION OF COMPLETION OF GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS (CIWMB 669)

CIWMB 669 form submitted with application.

ENVIRONMENTALLY PREFERABLE PURCHASES AND PRACTICES POLICY

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

Note: See Application Guidelines & Instructions for Environmentally Preferable Purchases and Practices Policy example and Notification Form

Must check one

Yes, our organization has an Environmentally Preferable Purchases and Practices Policy. Date adopted: 6/12/1990

No, our organization does not have an Environmentally Preferable Purchases and Practices Policy. We acknowledge that our organization must adopt one by **February 9, 2009** and send notification (see Application Guidelines & Instructions for Notification Form) to the CIWMB of such adoption by **February 9, 2009** or our application will be disqualified.

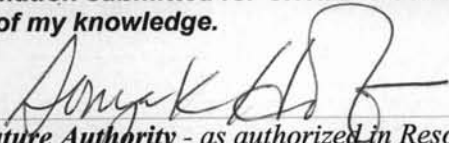
ACCEPTANCE OF GRANT PROVISIONS

By checking this box, Applicant acknowledges that submittal of this application constitutes acceptance of all Grant Agreement provisions as contained in the Terms and Conditions and Procedures and Requirements. To download these documents see: (insert grant program link here)

APPLICATION CERTIFICATION

Certification: I declare, under penalty of perjury under the laws of the State of California, that all information submitted for CIWMB's consideration for award of grant funds is true and accurate to the best of my knowledge.

X



1/6/09

Signature Authority - as authorized in Resolution; or Authorized Designee - as authorized in submitted Letter of Delegation

Date

Sonya K. Harrigfeld

Director

Print Name

Print Title

WASTE TIRE CLEANUP PROJECT(S) DESCRIPTION

Provide the location, parcel number and a description of each site, which includes proximity to populated areas or sensitive environments, number of tires, proposed method of remediation, and end use. Photographs should also be included. If there are more than 500 tires on private property and the owner is not responsible for the illegal disposal of the tires, then an affidavit for each site must be included with the application. *See Application Guidelines and Instructions for the affidavit form.*

The Stanislaus County Department of Environmental Resources, Landfill Division will utilize current staffing to collect illegally dumped waste tires in the streets, alleys and waterways of the County. The County has no sites containing more than 500 waste tires. Waste tires are scattered throughout the County roadways, alleys and vacant lots. The County cleaned, removed and recycled approximately 5,000 waste tires in 2008. Tires that are picked-up by the illegal dumping crews will be transported to the County owned Fink Road landfill which charges a recycling fee of \$1 for each passenger tire and \$5 for each truck tire. Approximately 90% of the 5,000 tires collected each year are passenger tires, 4,500 tires with the remaining 10% being truck tires. Golden By-Products will provide the County with 45-foot trailers as needed to transport the tires. The trailers will be parked at the County operated landfill at 4000 Fink Road, Crows Landing. Staff will utilize an existing County vehicle and equipment in the cleanup process. Based on past history we anticipate collecting approximately 5,000 tires during this grant cycle.

Recycling Costs included in the following landfill fees :

Passenger car & pickup tires: \$1 per tire
Truck tires : \$5 per tire
Based on 5,000 illegally dumped tires:
Passenger/pickup tires 4,500 at \$1 per tire = \$4,500
Truck tires 500 a year at \$5/tire = \$2,500
Total Recycling cost \$7,000

Labor cost:

Current staffing to collect tires: No charge for labor costs
Administrative cost 2 hours/month @ \$63.25/hour = \$1,518
Supplies: \$50
Total labor/supplies: \$1,568

Total Cost: \$8,568

Cost per tire: \$1.71

WASTE TIRE AMNESTY EVENT(S) DESCRIPTION

Provide a description of the amnesty event(s), including the estimated cost per tire for each event (grant amount divided by number of tires to be collected). Please include a quote from a registered waste tire hauler to justify the estimated cost per tire.

City Amnesty Events

The cities of Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford will each hold a tire amnesty clean-up event by one of two methods: 1) Tires will be transported by residents to a specified location for collection, or 2) Residents will be issued a voucher and haul tires to permitted transfer stations. Tires from each collection will be hauled and recycled at Golden By-Products Inc. located in Ballico, California.

The cost depends on the method selected by each city. The cost for a 45-foot trailer that will hold (depending on tire sizes) between 850 to 1000 tires is \$1,200. Approximately 1700-2000 tires will be collected for each event at a cost of \$2,400 per event.

The total hauling and recycling cost is estimated to be \$16,800.

An estimate of 7 hours for project oversight is \$442.75 per event for a total of \$3,099.25 for the 7 events. An estimate of 30 hours for labor is \$570 per event for a total of \$3,990 for the 7 events.

The total cost of oversight and labor is \$7,089.

Advertising and educational costs are estimated at \$400 per event.

The total cost for advertising and educational material is \$2,800.

The estimated cost for safety equipment and miscellaneous rental items (\$2,750/11 events) and supplies (\$715/11 events) is \$315 per event.

The total cost for safety equipment, miscellaneous rental items and supplies is \$2,205.

Total cost for the 7 cities is \$28,894.

An estimate of 1700 to 2,000 waste tires per event for a total of 11,900.

The estimated cost per tire is \$2.43.

County Amnesty Events

The County plans to hold 4 amnesty collection events at different locations throughout the unincorporated county area. The County plans to use Golden By-Products for collection and transport to their facility in Ballico, CA.

An estimate of 46 hours will be needed for grant administration and oversight at a cost of \$2,909.50.

Labor is estimated at 30 hours per event at a cost of \$570. The total labor costs for the 4 events is \$2,280.

The total oversight and labor cost is \$5,190.

The estimated cost for safety equipment, miscellaneous rentals items and supplies is \$315 per event.

The total cost for safety equipment, miscellaneous rental items and supplies is \$1,260.

The cost for a 45-foot trailer will be \$1,200. Estimate of 1,700 to 2,000 waste tires collected at each event.

The tire hauling and recycling cost is estimated at \$10,800

The total advertising cost is estimated at \$3,600.

The total cost for all 4 events is \$20,850.

The estimated total number of waste tires is 7,650.

The estimated cost per tire is \$2.73.

Is there a current Waste Tire Enforcement Grant awarded that covers applicant's jurisdiction? Yes No

Work Plan
2008/09 LOCAL GOVERNMENT WASTE TIRE CLEANUP PROJECT(S)

GRANT APPLICANT NAME: Stanislaus County	PROPOSED PROJECT NAME(S): Roadside Cleanup of Illegally Dumped Waste Tires
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Task #	Description of Task(s)	Budget	Product/Results	Staff/Contractor	Time Period (Dates)
1.	Waste tire cleanup in the unincorporated areas of the County will be conducted with current staffing. Tires will be delivered to County operated Fink Road Landfill. Landfill fees for tire recycling are \$1 per car/pickup tire and \$5 per truck tire.	\$7,000	Pick up illegally dumped tires in the unincorporated area of the County. Tires will be transported to County operated landfill.	Stanislaus County Department of Environmental Resources, Landfill Division.	July 1, 2009 to June 30, 2010
	Golden By Products will pickup and transport waste tires to their facility	Included above	Golden By-Products will recycle tires	Golden By-Products	July 1, 2009 to June 30, 2010
2.	Administrative project/grant oversight and supervision	\$1,568	Processing invoices, data spreadsheets reporting	Stanislaus County Department of Environmental Resources staff	July 1, 2009 to June 30, 2010
	Total	\$8,568			

Work Plan
2008/09 LOCAL GOVERNMENT WASTE TIRE AMNESTY EVENT(S)

GRANT APPLICANT NAME: Stanislaus County	PROPOSED EVENT NAME(S): City/County Tire Amnesty Events
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Task #	Description of Task(s)	Budget	Product/Results	Staff/Contractor	Time Period (Dates)
1.	<u>Educational and Outreach Material</u> Develop advertisements, informational flyers and vouchers. Attend community/ nonprofit group meetings.	\$7,115	Newspaper Ads Informational Flyers Vouchers	City/County staff	July 2009 through June 2010
2.	<u>Waste Tire Amnesty Events</u> Meet with, coordinate and provide assistance to city staff to schedule amnesty events for the 7 participating cities and the unincorporated area of the County. Conduct the tire collection events Unloading and loading tires. Collect City and County Invoices from events for processing for reimbursement.	\$15,029	Scheduling of all the amnesty events for FY 2009/2010 Recycling of all tires collectd, properly lacing tires to maximize collection in trailer Reimbursement of expenses. Reports	City/County staff / contract labor	July 2009 through June 2010
3.	<u>Hauling collected tires</u>	\$27,600	All tires collected are recycled.	Golden By-Products	July 2009 through June 2010
	Total	\$49,744			

Budget
2008/09 LOCAL GOVERNMENT WASTE TIRE CLEANUP PROJECT(S)

GRANT APPLICANT NAME:
 Stanislaus County

Line Item	Title/Classification	No. Of Hours	Salary Rate	Benefit %	Total	Total Funds
Personnel	Senior Resource Management Specialist	24hours	\$63.25	48%	\$1,518	\$1,518
Contracts (removal, transportation, disposal)	Stanislaus County Fink Road Landfill Golden By Products Inc.	Description: Collects waste tires to be transported by Golden By Products Golden By Products Inc. will haul and recycle waste tires at their facility				\$7,000
Materials & Supplies	Paper, file	Description: Paper used to produce invoices, contracts, reports, logs and files for storage.				50
Equipment Rental	None	Description:				0
PROJECT GRAND TOTAL:						\$8,568

Budget
2008/09 LOCAL GOVERNMENT WASTE TIRE AMNESTY EVENT(S)

GRANT APPLICANT NAME: Stanislaus County							
Line Item	Title/Classification	No. Of Hours	Salary Rate	Benefit %	Match \$	Grant \$	Total \$
Personnel (project/grant oversight)*	Senior Resource Management Specialist	95	\$63.25	48			\$6,009
Labor (handling tires)	(3) Pro-Trades Labor Contractor rate sheet or equivalent city/county staff or contractor	330	\$19/hour				\$6,270
Contracts (removal, transportation, disposal) Golden By Products	Description: Licensed Tire hauler and recycler Bid of \$1,200/Trailer						\$27,600
Equipment Rental Safety Equipment and Miscellaneous	Description: Gloves, hard hats, safety vests, cones chemical toilets and signs						\$2,750
Materials & Supplies Offices supplies	Description: Paper, pens, clipboards						\$715
Education & Advertising* News paper advertising and flyers	Description: Newspaper advertising and mailers with postage						\$6,400
					Totals:		\$49,744
Grant Amount	/	Estimated Number of Tires to be Collected		=	Cost Per Tire		
\$49,744	/	19,550		=	\$2.54		

* Project oversight, education, and advertising expenses, combined, are only reimbursable up to 25% of the total amnesty events grant amount.

APPLICATION CHECKLIST

This application checklist is provided for your convenience and is not intended to be all inclusive. You are responsible for completing and submitting all required documentation.

Grant Application Form	
<input checked="" type="checkbox"/>	All applicable information and documents are provided; applicable boxes are checked.
<input checked="" type="checkbox"/>	Application Certification is signed by the: 1) Signature Authority as authorized in Resolution, or 2) Authorized Designee. <i>Authorized Designee may sign only if the Letter of Delegation has been submitted to the CIWMB.</i>
<input checked="" type="checkbox"/>	A registered waste tire hauler quote is included
<input type="checkbox"/>	If applicable, Property Access Authorization and Responsibility Affidavit For Private Property is included. <i>See Application Guidelines & Instructions for more information.</i>
Environmental Justice Certification	
<input checked="" type="checkbox"/>	Box is checked.
Resolution or Requirement— <i>See Application Guidelines & Instructions for Resolution, and Letter of Delegation (LOD) information and examples</i>	
<input checked="" type="checkbox"/>	Approved Resolution is included with Application; box is checked, or
<input type="checkbox"/>	If applicable, approved Resolution not submitted with Application but will be submitted to the CIWMB for receipt by February 9, 2009 ; box is checked.
<input type="checkbox"/>	If applicable, Letter of Delegation (LOD) is included with Application. <i>A LOD is not required to be submitted with the Application; however, it must be submitted prior to Designee's exercise of his/her authority.</i>
Environmentally Preferable Purchases and Practices Policy— <i>See Application Guidelines & Instructions for example & notification</i>	
<input checked="" type="checkbox"/>	Signature Authority has certified that Applicant has an Environmentally Preferable Purchases and Practices Policy (EPPP Policy); box is checked, or
<input type="checkbox"/>	Applicant does not have an EPPP Policy but will adopt one by February 9, 2009 and submit a Notification Form to the CIWMB for receipt by February 9, 2009 ; box is checked.
Certification of Completion of General Checklist of Business Permits, Licenses and Filings (CIWMB669)	
<input checked="" type="checkbox"/>	CIWMB 669 form is submitted with application.
Acceptance of Grant Provisions	
<input checked="" type="checkbox"/>	Box is checked.
Application Format & Submittal	
<input checked="" type="checkbox"/>	Copies: One application with original signature (blue ink preferred), and two copies
<input checked="" type="checkbox"/>	Paper: 8½ X 11, printed double-sided, single spaced, on 100% post consumer fiber, and numbered consecutively
<input checked="" type="checkbox"/>	Stapled, not bound: upper left-hand corner
<input checked="" type="checkbox"/>	Font: Comparable to 12 pt. Times New Roman
<input checked="" type="checkbox"/>	Addressed to the appropriate mailing address of the CIWMB

GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS

CIWMB 669 (Revised 9/07)

GRANT APPLICANT/GRANTEE NAME Stanislaus County, Department of Environmental Resources		
GRANT NAME AND CYCLE Waste Tire Cleanup and Amnesty Event Grant - TCA4 Cycle	GRANT NUMBER, IF APPLICABLE TCA4	DATE SUBMITTED/UPDATED 1/6/09

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

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

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

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

GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS

CIWMB 669 (Revised 9/07)

Comments/Notes:

Mark (✓ or X) appropriate box below.

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

Executed at: Modesto, CA on 1/6/09
City and State Date

<input checked="" type="checkbox"/>		<u>1/6/09</u>
	<i>Signature Authority / Authorized Designee</i> <i>(as authorized in Resolution or Letter of Authority-LOA)</i>	<i>Date</i>
	<u>Sonya K. Harrigfeld</u>	<u>Director</u>
	<i>Print Name</i>	<i>Print Title</i>

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

GOLDEN BY-PRODUCTS, INC.-SCRAP TIRE COMPANY

Permitted Recycler & Hauler

O. BOX 1, 13000 NEWPORT ROAD
Phone: 209-668-4855
www.goldenscraptire.com

BALLICO, CA 95303
Fax: 209-667-4854
info@goldenscraptire.com

BID FOR SERVICE CONTRACT

DATE: December 2, 2008
To: Stanislaus Environmental Resources
Attn: Bryan
Fax: 525-6773

Service Provided:

- STC/Golden By-Products will place and remove 45" trailer(s) for the purpose of legal disposal and recycling of scrap tires produced from Stanislaus Environmental Resources.
- STC/Golden will provide generator manifest for Stanislaus Environmental Resources with each trailer removed.
- STC/Golden will transmit electronically all generator, hauler, and end used facility information to CIWMB.
- Stanislaus Environmental Resources will be provided with hard copies of all manifests and weight certificates.

Golden By-Products Waste Tire Permit #1003314-01
Golden By-Products Major Waste Facility Permit # 24-TI-0656
Golden By-Products TPID #1003314

Bid: \$1,200.00 per 45" trailer

Terms of Payment: Net 30 days

Bid by: Rob Nairn
Rob Nairn
STC/Golden By-Products

12/3/08
Date

OFFICE OF THE CITY MANAGER
7018 Pine Street, P.O. Box 9
Hughson, CA 95326
(209) 883-4054 Fax (209) 883-2638
www.hughson.org



Joseph E. Donabed
City Manager
jdonabed@hughson.org

November 21, 2008

California Integrated Waste Management
Grant Administration Unit
1001 I Street
PO Box 4025
Sacramento, CA. 95812-4025

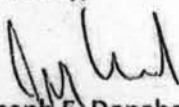
RE: Authorization Letter -- Waste Tire Cleanup and Amnesty Event

Dear CWIMB:

The City of Hughson authorizes the Stanislaus County Department of Environmental Resources to submit to the California Integrated Waste Management Board, a regional Application for the Waste Tire Cleanup and Amnesty Event on its behalf.

The Stanislaus County Department of Environmental Resources is hereby authorized and empowered to execute all necessary applications, contracts, payment requests, agreements, and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

Sincerely,


Joseph E. Donabed
City Manager
City of Hughson



City of Newman

1162 Main Street • P.O. Box 787 • Newman, CA 95360 • (209) 862-3725
www.cityofnewman.com • E-mail info@cityofnewman.com

November 21, 2008

CA Integrated Waste Management Board
c/o Bryan Kumimoto, Senior Resource Management Specialist
Stanislaus County Dept of Environmental Resources
3800 Cornucopia Way, Ste. C
Modesto CA 95358

RE: Waste Tire Cleanup and Amnesty Event Grant

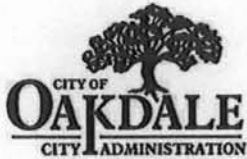
Dear CIWMB:

The City of Newman authorizes Stanislaus County Department of Environmental Resources to submit to the CIWMB a regional application for the Waste Tire Cleanup and Amnesty Event Grant on its behalf. The Stanislaus County Department of Environmental Resources is hereby authorized and empowered to execute all necessary applications, contacts, payment requests, agreements, and amendments hereto for the purpose of securing grant funds and to implement and only out the purposes specified in the grant application.

Sincerely,

MICHAEL E. HOLLAND
City Manager





Office of the City Manager

280 North Third Avenue • Oakdale, CA 95361 • Ph: (209) 845-3571 • Fax: (209) 847-6834

FINANCE
DEPARTMENT
280 N. Third Ave.
Oakdale, CA 95361
(209) 845-3571
(209) 847-6834 Fax

COMMUNITY
DEVELOPMENT
DEPARTMENT
455 S. Fifth Ave.
Oakdale, CA 95361
(209) 845-3625
(209) 845-8903 Fax

FIRE DEPARTMENT
Station No. 1:
325 East "G" St.
Station No. 2:
450 S. Willowood Dr.
Oakdale, CA 95361
(209) 845-3660
(209) 847-5907 Fax

PARKS & RECREATION
DEPARTMENT
325 East "G" St.
Oakdale, CA 95361
(209) 845-3591
(209) 845-3692

PUBLIC WORKS
DEPARTMENT
455 S. Fifth Ave.
Oakdale, CA 95361
(209) 845-3600
(209) 848-4344

POLICE DEPARTMENT
245 N. Second Ave.
Oakdale, CA 95361
(209) 847-2231
(209) 847-3790 Fax

CITY OF OAKDALE
WEBSITE
www.ci.oakdale.ca.us
E-MAIL
info@ci.oakdale.ca.us

November 21, 2008

Bryan Kumimoto REHS
Stanislaus County Department of Environmental Resources
3800 Cornucopia Way, Ste. C
Modesto, CA 95358

Re: Authorization Letter for Waste Tire Amnesty Event Grant for FY 2008/2009

Dear Mr. Kumimoto:

The City of Oakdale hereby authorizes the Stanislaus County Department of Environmental Resources to submit a regional application to the California Integrated Waste Management Board for the Waste Tire Cleanup and Amnesty Event Grant on its behalf. The Stanislaus County Department of Environmental Resources is hereby authorized and empowered to execute all necessary applications, contracts, payment requests, agreements, and amendments hereto for the purposes of securing grant funds to implement and carry out the purposes specified in the grant application.

Sincerely,

Steve Hallam
City Manager
City of Oakdale





City of Patterson

1 Plaza
P.O. Box 667
Patterson, California 95363
(209) 895-8000

November 25, 2008

Phillip Irons
Resource Management Specialist
Stanislaus County
Dept. of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358

*Re: Authorization Letter for Waste Tire Clean Up and Amnesty Event Grant for
Fiscal Year 2008/2009*

Dear Phillip:

The City of Patterson authorizes Stanislaus County, Department of Environmental Resources to submit to the CIWMB a regional application for the Waste Tire Cleanup and Amnesty Event Grant on its behalf. The Stanislaus County, Department of Environmental Resources is hereby authorized and empowered to execute all necessary applications, contracts, payments requests, agreements, and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

Sincerely,
City of Patterson

Cleve Morris
City Manager

Cc: File



City of Riverbank

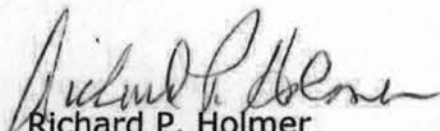
6707 Third Street • Riverbank, CA 95367-2396
Phone: (209) 869-7101 • Fax: (209) 869-7100

November 21, 2008

Dear CIWMB:

The City of Riverbank authorizes Stanislaus County Department of Environmental Resources to submit to the CIWMB, a regional application for the Waste Tire Cleanup and Amnesty Event on its behalf. The Stanislaus County Department of Environmental Resources is hereby authorized and empowered to execute all necessary applications, contracts, payment requests, agreements, and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

Sincerely,


Richard P. Holmer
City Manager

RPH/lb

RECEIVED
NOV 2008
STANISLAUS CO.
ENVIRONMENTAL
RESOURCES



TIM KERR
CITY MANAGER
tkerr@turlock.ca.us

OFFICE OF THE CITY MANAGER
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

November 25, 2008

California Integrated Waste Management Board
Grants Administration Unit
1001 I Street
PO Box 4025
Sacramento, CA 95812-4025

Dear CIWMB:

RE: Authorization Letter – Waste Tire Enforcement Grant
Fiscal Year 2008-09

The City of Turlock authorizes the Stanislaus County Department of Environmental Resources to submit to the CIWMB a regional application for the Waste Tire Enforcement Grants on its behalf. The Stanislaus County Department of Environmental Resources is hereby authorized and empowered to execute all necessary applications, contracts, payment requests, agreements, and amendments thereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

Sincerely

TIM KERR
City Manager

cc: Denise London, Stanislaus County



Phone: 209.874.2328

312 "E" Street
P.O. Box 199
Waterford, CA 95386

www.cityofwaterford.org

December 11, 2008

Charlie Goeken
Mayor

Jim Weaver
Vice-Mayor

Jose Aldaco
Council Member

Michael Van Winkle
Council Member

California Integrated Waste Management Board
Grants Administration Unit
1001 "I" Street
P.O. Box 4025
Sacramento, CA 95812-4025

RE: Authorization Letter – Waste Tire Cleanup and Amnesty Event Grants

The City of Waterford authorizes the Stanislaus County Department of Environmental Resources to submit to the California Integrated Waste Management Board, a regional application that includes The City of Waterford for any grants consistent with the Local Government Waste Tire Cleanup Grant Program and the Amnesty Event Program under the California Integrated Waste Management Act on the City's behalf. The City of Waterford hereby authorizes the Stanislaus County Department of Environmental Resources to execute all necessary applications, contracts, payment requests, agreements and amendments for the purposes of securing grant funds and to implement and perform the purposes specified in the grant documents.

Very truly yours,

Charles E. Deschenes
City Administrator
City of Waterford

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: January 6, 2009

No. 2009-36

On motion of Supervisor Grover Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # * B-7

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

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

WHEREAS, Grant Application procedures require an Applicant's governing body to authorize by resolution its approval for submittal of the Grant Application(s) identified below, and the designation by job title of the individual authorized to execute all Grant documents on behalf of Stanislaus County Department of Environmental Resources; and

WHEREAS, if awarded, Stanislaus County Department of Environmental Resources will enter into a Grant Agreement with the CIWMB for implementation of said Grant(s); and

WHEREAS, the applicant for itself and on behalf of the following participating jurisdictions will enter into an agreement with the state of California for implementation of a regional Waste Tire Cleanup and Amnesty Event program; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the submittal of a regional application on behalf of itself and the following participants: Cities of Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford to the California Integrated Waste Management Board for the Local Government Waste Tire Cleanup and Amnesty Event grant Programs, Fiscal Year 2008/2009.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California



BE IT FURTHER RESOLVED that this authorization is effective on January 6, 2009 through September 30, 2010;

BE IT FURTHER RESOLVED that the Director, or her designee is hereby authorized and empowered to execute in the name of the Stanislaus County Department of Environmental Resources all grant documents, including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project.



LINDA S. ADAMS
SECRETARY FOR ENVIRONMENTAL
PROTECTION

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD



ARNOLD SCHWARZENEGGER
GOVERNOR

1001 I STREET, SACRAMENTO, CALIFORNIA 95814 • P.O. BOX 4025, SACRAMENTO, CALIFORNIA 95812-4025
(916) 341-6000 • WWW.CIWMB.CA.GOV

BOARD OF SUPERVISORS
2009 SEP 17 A 11:43

MARGO REID BROWN
CHAIR
MBROWN@CIWMB.CA.GOV
(916) 341-6051

July 3, 2009

Sonya Harrigfeld, Director
Dept. of Environmental Resources
Stanislaus County
3800 Cornucopia Way
Modesto, CA 95358-9492

SHEILA JAMES KUEHL
SKUEHL@CIWMB.CA.GOV
(916) 341-6039

RE: Notice to Proceed for Fiscal Year 2008/2009 Local Government Waste Tire
Cleanup and Amnesty Event Grant Program, TCA4-08-22

JOHN LAIRD
JLAIRD@CIWMB.CA.GOV
(916) 341-6010

Dear Ms. Harrigfeld:

Enclosed please find a fully executed copy of the grant agreement for Stanislaus County's waste tire cleanup projects and amnesty events. Please attach this grant agreement to the grant package previously mailed to you.

CAROLE MIGDEN
CMIGDEN@CIWMB.CA.GOV
(916) 341-6024

This notice authorizes you to proceed with the tire cleanup work as stated in the grant agreement. Please keep in mind that a "Request for Approval" is needed for any changes or modification to the grant agreement's Exhibit C, Work Statement. Failure to do so is considered a violation of the Terms and Conditions (Section 3b), and the Board may deny reimbursement for the cost incurred. In addition, the attached Reliable Contractor Declaration (Form 168) is required to be submitted to the CIWMB prior to authorizing a contractor(s) to commence work and the Grant Self-Assessment Checklist (Form 641) is required to be submitted with the Final Report.

ROSALIE MULÉ
RMULE@CIWMB.CA.GOV
(916) 341-6016

Your cooperation in keeping this office apprised of any changes to your address, telephone number, or other pertinent deviations from the information the Board has on file is greatly appreciated. Please direct all future correspondence to my attention.

Should you have any questions, please call me at (916) 341-6448.

Sincerely,

Diane Nordstrom

Diane Nordstrom

Solid Waste and Tire Cleanup Programs, Waste Compliance and Mitigation Program

Attachment: Grant Agreement
Reliable Contractor Declaration (CIWMB Form 168)
Grant Self-Assessment Checklist (CIWMB Form 641)



GRANT AGREEMENT

CIWMB110 (Revised 10/07)

GRANT NUMBER TCA4-08-22

NAME OF GRANT PROGRAM

2008/2009 Local Gov't Waste Tire Cleanup and Amnesty Event Grant

GRANTEE NAME

Stanislaus County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED \$58,312.00
TERM OF GRANT AGREEMENT	
FROM: June 30, 2009	TO: June 30, 2010

THIS AGREEMENT is made and entered into on this 6th day of May 2009, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Stanislaus County (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.

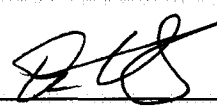
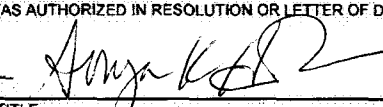
The Grantee further agrees to abide by the provisions of the following exhibits attached hereto:

- | | |
|--|--|
| Exhibit A - Terms & Conditions (Cleanup Projects) | Exhibit A - Terms & Conditions (Amnesty Events) |
| Exhibit B - Procedures & Requirements (Cleanup Projects) | Exhibit B - Procedures & Requirements (Amnesty Events) |
| Exhibit C - Work Plan (Cleanup Projects) | Exhibit C - Work Plan (Amnesty Events) |
| Exhibit D - Budget (Cleanup Projects) | Exhibit D - Budget (Amnesty Events) |

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) Stanislaus County	
SIGNATURE OF CIWMB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE: (AS AUTHORIZED IN RESOLUTION OR LETTER OF DESIGNEE AUTHORIZATION) 	
Mark Leary, Executive Director	DATE 7/3/09	Sonya K. Harrigfeld, (Authorized representative) Director	DATE 6/24/09
		GRANTEE ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 3800 Cornucopia Way, Suite C Modesto, CA 95358-9492	

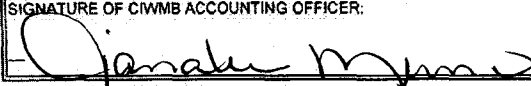
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	
\$58,312.00	2008/2009 Local Gov't Waste Tire Cleanup and Amnesty Event Grant	TIRE	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$58,312.00	ITEM 3910-101-0226	CHAPTER 268	STATUTE 2008
	FISCAL YEAR 2008/2009		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-75200-702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CIWMB ACCOUNTING OFFICER: 		DATE 5/14/09	

EXHIBIT A

TERMS AND CONDITIONS

Local Government Waste Tire Cleanup Grant Program Fiscal Year 2008/09 (Cycle TCA4)

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

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the California Integrated Waste Management Board (CIWMB) 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 Waste Tire Cleanup 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 medium, including, but not limited to, news media, brochures, or other types of promotional materials. 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." 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 or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

2. ADVERTISING/ PUBLIC EDUCATION

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

3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Grantee shall not be:

- a. In violation of an order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
-

-
- b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
-

4. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties.

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 Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee 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 unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

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

**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 and contact information 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 or FAX.

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process, or to require and maintain on file a written justification for any exceptions thereto, 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. 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. If the Grantee violates any provisions of the following paragraphs, such action by the Grantee shall render this Agreement void [Public Contracts Code (PCC) § 10420]:

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.
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**16. CONTRACTORS/
SUBCONTRACTORS/
VENDORS — DEFINITIONS**

Contractor: A person or entity that contracts with the Grantee to perform eighty percent (80%) or more of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Subcontractor: A person or entity that contracts with the Grantee or Contractor to perform a portion (less than eighty percent [80%]) of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Vendor: A person or entity that contracts to sell goods; the sale of services is expressly excluded from this definition.

**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 (sub)contract, 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. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, the CIWMB shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to the CIWMB pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, 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 CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting the CIWMB's intellectual property rights therein: "© {year of
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creation} by the California Integrated Waste Management Board (CIWMB). Used pursuant to license granted by CIWMB. All rights reserved. This publication, or parts thereof, may not be reproduced without permission.”

19. CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

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

20. DISCLAIMER OF WARRANTY

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

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.
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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 CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (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.
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24. EFFECTIVENESS OF

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

AGREEMENT

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, 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, 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 application of technologies, processes, and/or 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 information, a process, usable data or a partial 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.

If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the CIWMB, including, but not limited to, the ten percent (10%) withhold.

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, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the CIWMB any funds improperly expended.

31. GENERALLY ACCEPTED

The Grantee is required to use Generally Accepted Accounting Principles in

ACCOUNTING PRINCIPLES	documenting all grant expenditures.
32. GRANT MANAGER'S AUTHORITY	The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).
33. GRANTEE ACCOUNTABILITY	The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB.
34. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	The Grantee agrees to indemnify, defend and save harmless the State and the CIWMB, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
35. 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.
36. LANDOWNER COMPENSATION FOR LABOR	The CIWMB will not compensate a landowner for the cost of the landowner's own labor, or the labor of the landowner's immediate family members (parents, spouse, children and siblings) in performing work necessary to clean up the landowner's property. This includes situations in which the landowner is a licensed contractor and/or owns a company or an interest in a company licensed or qualified to perform work needed to clean up the property.
37. LICENSED CONTRACTORS	In the performance of this Agreement, the Grantee shall use licensed, permitted and/or registered contractors for all work and/or services for which a license is required by local, state or federal statute, ordinance or regulation. Such services include, but are not limited to, earthwork and paving (16 CCR § 832.12), fencing (16 CCR § 832.13), landscaping (16 CCR § 832.27), sign installation (16 CCR § 832.61 – D-42), construction cleanup (16 CCR § 832.61 – D-63), land clearing (16 CCR § 832.61 – D-19), waste tire facility operators (14 CCR § 18420, PRC § 42820, et seq.) and waste tire haulers (14 CCR §§ 18454, 18455; PRC § 42951).
38. NATIONAL LABOR RELATIONS BOARD CERTIFICATION	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California 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)
39. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT	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

CAPACITY

or agents of the State.

40. NO WAIVER OF RIGHTS

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

**41. NON-DISCRIMINATION
CLAUSE**

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code §§ 12900 et seq.
 - b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that the Grantee has, unless exempted, complied with the nondiscrimination program requirements [Government Code § 12990(a)-(f) and California Code of Regulations, Title 2, Section 8103]. (Not applicable to public entities.)
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**42. 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.

43. PATENTS

The Grantee assigns to the CIWMB 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. Such assignment shall include assignment of any patents registered with the United States Patent and Trademark Office. Grantee further agrees to cooperate with and assist the CIWMB in the preparation of any patent application. Under certain unusual and very limited circumstance, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, 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.

44. PAYMENT

- a. The Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant
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Agreement at only those costs specified in the Budget and incurred in the term of the Agreement.

- b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Agreement 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. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the CIWMB's ten percent (10%) retention policy.
- e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.

**45. 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.

46. PERSONNEL COSTS

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

**47. 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. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which the CIWMB approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment
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and supplies, shall vest upon acquisition in the Grantee. The Grantee shall execute all documents required to provide the CIWMB with a purchase money security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that the CIWMB shall be in first priority position with respect to the purchase money security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that the CIWMB will accept a lower priority position with respect to the purchase money security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.

- c. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of the CIWMB.
- d. The CIWMB will not reimburse the Grantee for the acquisition of equipment that was previously purchased with CIWMB grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.

**48. 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.doc.

**49. 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 fiber. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper.

**50. 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 RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.

51. 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.

**52. REDUCTION OF WASTE
TIRES**

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

53. 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.
54. 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.
55. SELF ASSESSMENT CHECKLIST	The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with administrative requirements.
56. 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.
57. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
58. 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.
59. SWEATFREE CODE OF CONDUCT	<p>a. All Grantees contracting for the procurement or laundering of apparel, 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 it adheres 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.</p> <p>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 CIWMB or its agents, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).</p>
60. 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. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to the CIWMB's ten percent (10%) retention policy.

61. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

62. TOLLING OF STATUTE OF LIMITATIONS

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

63. UNION ORGANIZING

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

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing.
 - 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.
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64. 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.

65. VENUE/CHOICE OF LAW

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 - b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
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66. 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.

67. WORK PRODUCTS

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

**68. 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

Local Government Waste Tire Cleanup Grant Program Fiscal Year 2008/09 (Cycle TCA4)

1. Introduction. These Procedures and Requirements for the 2008/09 Local Government Waste Tire Cleanup Grant Program (Grant Program) set forth the policies and procedures for administering the Grant awarded through the California Integrated Waste Management Board's (CIWMB) Tire Recycling Grant Program. This document, which is incorporated by reference into the Grant Agreement (Agreement), describes the reporting requirements, instructions for obtaining payment of grant funds, and fiscal control procedures to be followed in implementing the CIWMB-funded Grant Program.
2. Public Records. All documents submitted become the property of the CIWMB and are subject to disclosure under the Public Records Act. Do not submit confidential information.
3. Prior to Commencing Work

Grant Self-Assessment Form and other Grant Forms. Prior to commencing work under this Grant, the Grantee's Grant Manager and authorized Signature Authority should review the Grant Self Assessment Checklist Form, and other Grant Forms, so as to identify key administrative requirements. Evaluation of the Grantee's compliance with these requirements is a major part of all Grant audits.

As set forth more fully in the Terms and Conditions (Exhibit A), the Grantee shall submit with its Final Report a completed and signed Self-Assessment Form. To obtain the Grant Self-Assessment Form (CIWMB 641), contact the CIWMB Grant Manager, or go to <http://www.ciwmb.ca.gov/Grants/Forms/>.

Reliable Contractor Declaration. The Grantee must provide a declaration signed under penalty of perjury by the Grantee's contractor(s), if any, 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). See "Contractors/Subcontractors" section in Exhibit A – Terms and Conditions for more information.

The declaration must be received and approved by the CIWMB Grant Manager (Grant Manager) prior to commencement of work. To obtain the Reliable Contractor Declaration form (CIWMB 168), see www.ciwmb.ca.gov/Grants/Forms/CIWMB168.doc or www.ciwmb.ca.gov/Grants/Forms/CIWMB168.pdf.

4. Publicity and Acknowledgement. The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures or other types of promotional 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.". Initials or abbreviations for the CIWMB are not allowable without prior written approval from the Grant Manager. If, subsequent to this Agreement, the CIWMB adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.
5. Grant Performance Period, Grant Term, and Report Preparation Period

The Grant Performance Period begins on the date indicated in the Notice to Proceed that the Grantee will receive from the CIWMB. Eligible Grant expenditures may start no earlier than the date indicated. In all cases, all eligible Program costs must be incurred no later than June 30, 2010.

The Grant Term starts on the same date as the Grant Performance Period and ends on September 30, 2010, the date the Final Report and Final Payment Request are due to the CIWMB. The period between July 1, 2010, and September 30, 2010, is referred to as the Report Preparation Period. **Costs incurred to prepare the Final Report and Final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.**

6. Reports and Correspondence. Send Payment Requests, Final Reports, and other correspondence concerning your grant to your Grant Manager's attention at:

California Integrated Waste Management Board
Waste Compliance and Mitigation Program
Attn: Diane Nordstrom, MS 10A-18
P.O. Box 4025
Sacramento, CA 95812-4025

7. Grant Payments.

a. General Requirements.

- i. Eligible Costs: The CIWMB shall reimburse the Grantee for eligible costs, which include only those services specified in the approved Work Plan at only those amounts specified in the approved Budget. Any deviation from the Work Plan and/or Budget must be approved in writing by the Grant Manager before expenditure for that item is made. In addition, the expenses must be reasonable and cost-effective. The following waste tire site cleanup activities are eligible for grant funding:
- Costs incurred between the date indicated in the Notice to Proceed and June 30, 2010, (i.e., the Grant Performance Period);
 - Costs incurred between the date indicated in the Notice to Proceed and September 30, 2010, to prepare the Final Report and Final Payment Request. (Note that the costs to prepare the Final Report and Final Payment Request will be reimbursed any time during the Grant Term. However, costs to prepare the Final Payment Request and Final Report are the *only* costs that are eligible for reimbursement during the Report Preparation Period [July 1, 2010 – September 30, 2010].);
 - The cost of collecting and loading waste tires into transporting vehicles;
 - The cost of transporting waste tires by a waste tire hauler, registered or exempted by the CIWMB, to a permitted, excluded or exempted waste tire storage facility;
 - The cost of transporting waste tires for a specific end use; however waste tires must be transported to a facility that is approved by the CIWMB to accept waste tires;
 - The cost for disposing of waste tires at a permitted, excluded or exempted waste tire storage facility or disposal site;
 - The reasonable cost (not greater than 5% of project costs reimbursed by the CIWMB) of fencing, gates, signs and other methods to secure the property from future illegal tire disposal; and
 - Salaries and benefits for personnel who are directly involved in waste tire cleanup activities.
- ii. Ineligible Costs: Ineligible project expenses include, but are not limited to, the following:
- Costs incurred prior to the date indicated in the Notice to Proceed or after June 30, 2010.
 - Costs incurred during the Report Preparation Period, (July 1, 2010 – September 30, 2010), except for the costs incurred to prepare the Final Payment Request and Final Report;
 - Costs currently covered by or incurred under another CIWMB funded loan, grant, grant cycle or contract;
 - Purchasing or leasing of land;
 - Purchasing or leasing of vehicles;
 - Salaries and benefits for personnel not directly involved in the cleanup activities covered by the grant;
 - Costs not identified in the approved Work Plan or approved Budget, unless approved in writing by the Grant Manager prior to the costs being incurred;
 - Overhead (costs for accounting/budget/finance staff, rental/lease of space, utilities, copying, and office supplies, etc.);
 - The development and distribution of education material or advertising of the cleanup program;
 - 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 contracts require overtime compensation);
 - Costs for obtaining necessary permits and licenses;

- Activities associated with the preparation of a waste tire cleanup and amnesty event grant application;
- Cleanup/removal of tires where an operating business is located or where the owner or operator of the property is actively stockpiling tires;
- Research costs for specific end-use projects associated with the site cleanup;
- Any costs that are not consistent with local, state and federal laws, guidelines and regulations;
- Fines or penalties due to violation of federal, state or local laws, ordinances or regulations;
- Personnel travel or per diem costs, unless approved in writing by the Grant Manager prior to the costs being incurred;
- Cameras, cell phones, electronic personal data devices and/or pagers, and other similar electronic devices;
- Costs connected with contractor claims against the grantee; and
- Any costs that are unrelated to the grant project or unreasonable as determined by the Grant Manager.

In addition, this grant is not intended to fund the cleanup or disposal of waste tires generated from businesses that are responsible for contracting with registered waste tire haulers for the removal of their waste tires. If it is determined that the Grantee has used grant funds for this purpose, costs incurred will be deemed ineligible and disbursed grant funds associated with these costs must be returned to the CIWMB. Grantees are expected to inform local or state waste tire inspectors if they suspect businesses of dumping waste tires in public rights of way.

- iii. To receive payment, the Grantee must submit a completed Grant Payment Request Form (CIWMB 87) and supporting documentation as described below.
 - iv. Payment will be made to the Grantee only. It will be the responsibility of the Grantee to pay all contractors and subcontractors for purchased goods and services.
 - v. The CIWMB will withhold ten percent (10%) from each grant payment until all conditions stipulated in the Agreement have been satisfied.
- b. Submittal of Payment Requests.
- i. All Payment Requests must be submitted using a completed Grant Payment Request Form (CIWMB 87) signed by the authorized individual as designated in the resolution submitted with the grant application. Payment Requests must be submitted with an original signature. Facsimile or E-mailed Payment Requests cannot be approved for payment.
 - ii. Payment Requests must include an itemization of all expenses by task and subtask, as described in and corresponding to the Work Statement and Budget, along with supporting documentation.
 - iii. The Grantee must submit an updated General Checklist of Business Permits, Licenses, and Filings Form (CIWMB 669) with each Grant Payment Request Form (CIWMB 87) if the previous form requires updating. If the status has not changed, complete section 8 on the Grant Payment Request Form.
 - iv. Submit a Recycled-Content Certification Form (CIWMB 74) for all purchases made with Grant funds as set forth in the Terms and Conditions (if no purchases were made, indicate "not applicable" in the product description category).
- c. Supporting Documentation.
- Supporting documentation must be included with the Payment Request (e.g., legible copies of receipts, cancelled checks, Personnel Expenditures Summaries, and all waste tire manifests). Supporting documents must contain sufficient information to verify that purchases made or costs incurred are eligible for payment. Purchase orders and invoices will not be accepted as appropriate documentation of expenses.
- i. Personnel expenditures must be computed on actual time spent on grant-related activities and must be the actual amount paid to the employee.
For calculating total personnel expense for each employee, the expenditures must be broken down by the classification(s) of the employee(s), the hourly wage, fringe benefit rate, and the number of hours worked on grant activities. This must be reflected on the attached Personnel Expenditure Summary form or a form pre-approved in writing by the Grant Manager, that:

- Records expenditures by classification(s) of the employee(s), source documents (e.g., dated timesheets), dates worked, hourly wage/rate including benefit(s), number of hours worked, and grant-related tasks performed;
 - Totals (hours multiplied by rate) the personnel expenses claimed for each task. [Please complete separate forms for each employee];
 - Has been signed by the appropriate supervisor. If the form is submitted for a contractor's personnel, it must be signed by both a supervisor of the contracted entity and the authorized signatory for the Grantee.
- ii. Waste tire manifests must document the precise location for each location at which waste tires are cleaned up and taken for disposal. Global positioning satellite (GPS) coordinates, a street address, or longitude and latitude, or Tire Program Identification (TPID) number are required on every manifest.
 - iii. Grantees are required to submit documentation to the CIWMB if they observe recurring illegal disposal of waste tires in the same location. The purpose of this is for CIWMB or a local waste tire enforcement Grantee to initiate surveillance and pursue enforcement against individuals or businesses that are illegally disposing of waste tires.
 - iv. For each site at which the Grantee cleans up more than 500 waste tires, the property owner or the property owner's authorized agent must complete and execute a Property Access Authorization and Responsibility Affidavit for Private Property (Exhibit E to the Application). This Affidavit authorizes the Grantee and/or its contractor to access the property for purposes of performing the cleanup, and attests to the property owner's innocence in causing the waste tires to be on his or her property.
8. **Final Report.** Approval of the Final Report by the Grant Manager is mandatory in order for the Grantee to receive final payment of the grant award, which includes release of the ten percent (10%) withhold. This report is a work product and as such is a condition of the Agreement. The Final Report must be prepared in the format specified below:
- a. Disclaimer: **"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."**;
 - b. Table of Contents;
 - c. A summary of the entire grant project, which states the grant objectives, the number of tires that have been removed with grant money, the success of the grant program in reducing the number of illegally disposed waste tires, and how these objectives were accomplished;
 - d. Any findings, conclusions, or recommendations for follow-up or on-going activities that might result from the successful completion of the program;
 - e. A Payment Request requesting final payment and payment of the ten percent (10%) withhold, and the required supporting documentation (see above);
 - f. An updated General Checklist of Business Permits, Licenses, and Filings Form (CIWMB 669); and
 - g. Any referrals to the CIWMB and/or the Local Waste Tire Inspectors to request surveillance activities.

The Final Report and Final Payment Request must be received by the Grant Manager by September 30, 2010. Failure to submit the Final Payment Request and Final Report, with appropriate documentation, by September 30, 2010, may result in rejection of the Payment Request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

9. **Self Assessment Checklist.** The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with administrative requirements.
10. **Failure to Comply.** Failure to comply with the reporting requirements specified above may result in termination of this Agreement or nonpayment of any or all outstanding Payment Requests until the Grantee has satisfactorily completed, by September 30, 2010, the reporting provisions.
11. **Release of Funds.** Payment Requests will be approved for payment upon determination by the Grant Manager that the request is complete, accurate, and submitted, as required. Grantee may expect payment within approximately forty-five (45) calendar days from the date a Payment Request is

approved by the Grant Manager. The Final Report must be approved before the Final Payment Request is approved for payment. The ten percent (10%) withhold will be released when all conditions stipulated in this Agreement have been satisfied.

12. Grant Closure. The Grant Manager will close out the grant when 1) the Final Report and Payment Request are submitted and she/he determines that all applicable administrative actions and all required tasks of the grant have been completed; or 2) the termination of this Agreement, whichever comes first.
13. 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 or the end of the grant term, 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. 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.

If an audit reveals that the CIWMB funds are not being expended, or have not been expended in accordance with this Agreement, the Executive Director, at his/her sole discretion, may take appropriate action under this Agreement, at law or in equity, including, but not limited to, requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay the CIWMB any funds improperly expended.

EXHIBIT C

Work Plan

2008/09 LOCAL GOVERNMENT WASTE TIRE CLEANUP PROJECT(S)

GRANT APPLICANT NAME: Stanislaus County	PROPOSED PROJECT NAME(S): Roadside Cleanup of Illegally Dumped Waste Tires
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Task #	Description of Task(s)	Budget	Product/Results	Staff/Contractor	Time Period (Dates)
1.	Waste tire cleanup in the unincorporated areas of the County will be conducted with current staffing. Tires will be delivered to County operated Fink Road Landfill. Landfill fees for tire recycling are \$1 per car/pickup tire and \$5 per truck tire.	\$7,000	Pick up illegally dumped tires in the unincorporated area of the County. Tires will be transported to County operated landfill.	Stanislaus County Department of Environmental Resources, Landfill Division.	July 1, 2009 to June 30, 2010
	Golden By Products will pickup and transport waste tires to their facility	Included above	Golden By-Products will recycle tires	Golden By-Products	July 1, 2009 to June 30, 2010
2.	Administrative project/grant oversight and supervision	\$1,568	Processing invoices, data spreadsheets reporting	Stanislaus County Department of Environmental Resources staff	July 1, 2009 to June 30, 2010
	Total	\$8,568			

EXHIBIT D

Budget

2008/09 LOCAL GOVERNMENT WASTE TIRE CLEANUP PROJECT(S)

GRANT APPLICANT NAME:
 Stanislaus County

Line Item	Title/Classification	No. Of Hours	Salary Rate	Benefit %	Total	Total Funds
Personnel	Senior Resource Management Specialist	24hours	\$63.25	48%	\$1,518	\$1,518
Contracts (removal, transportation, disposal)	Stanislaus County Fink Road Landfill Golden By Products Inc.	Description: Collects waste tires to be transported by Golden By Products Golden By Products Inc. will haul and recycle waste tires at their facility				\$7,000
Materials & Supplies	Paper, file	Description: Paper used to produce invoices, contracts, reports, logs and files for storage.				50
Equipment Rental	None	Description:				0
PROJECT GRAND TOTAL:						\$8,568

EXHIBIT A
TERMS AND CONDITIONS

Waste Tire Amnesty Event Grant Program
Fiscal Year 2008/09 (Cycle TCA4)

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

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the 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 Waste Tire Amnesty Event 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 medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo. Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from the prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

2. ADVERTISING/ PUBLIC EDUCATION

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

3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Grantee shall not be:

- a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
-

-
- b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
-

4. AMENDMENT

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

5. AMERICANS WITH DISABILITIES ACT

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

6. ANTITRUST CLAIMS

The Grantee, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee 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.
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**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, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

**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 and contact information 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 or FAX.

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process, or to require and maintain on file a written justification for any exceptions thereto, 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. 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).

**16. CONTRACTORS/
SUBCONTRACTORS/
VENDORS —
DEFINITIONS**

Contractor: A person or entity that contracts with the Grantee to perform eighty percent (80%) or more of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Subcontractor: A person or entity that contracts with the Grantee or Contractor to perform a portion (less than eighty percent [80%]) of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Vendor: A person or entity that contracts to sell goods; the sale of services is expressly excluded from this definition.

**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. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, the CIWMB shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to the CIWMB pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, 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 CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting the CIWMB's intellectual property rights therein: "© {year of creation} by the California Integrated Waste Management Board (CIWMB).
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Used pursuant to license granted by CIWMB. All rights reserved. This publication, or parts thereof, may not be reproduced without permission.”

**19. 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.

**20. DISCLAIMER OF
WARRANTY**

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

**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.
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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
CERTIFICATION**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (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.
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**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, 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	<p>The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <ul style="list-style-type: none"> a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or b. Cleanup of the environment; or c. Enforcement of solid waste statutes and regulations, as applicable. <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <ul style="list-style-type: none"> a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or b. The cleanup of the environment; or c. The enforcement of solid waste statutes and regulations, as applicable. <p>If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement any grant funds not already paid by the CIWMB, including, but not limited to, the ten percent (10%) withhold.</p>
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, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the CIWMB any funds improperly expended.
31. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES	The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

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- 32. GRANT MANAGER'S AUTHORITY** The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).
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- 33. GRANTEE ACCOUNTABILITY** The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB.
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- 34. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE** The Grantee agrees to indemnify, defend and save harmless the State and the CIWMB, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
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- 35. GRANTEE'S NAMECHANGE** 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.
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- 36. NATIONAL LABORRELATIONS 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.)
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- 37. 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.
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- 38. NO WAIVER OF RIGHTS** The CIWMB shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the CIWMB. No delay or omission on the part of the CIWMB in exercising any rights shall operate as a waiver of such right or any other right. A waiver by the CIWMB of a provision of this Agreement shall not prejudice or constitute a waiver of the CIWMB's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the CIWMB, nor any course of dealing between CIWMB and Grantee, shall constitute a waiver of any of CIWMB's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of the CIWMB is required under this Agreement, the granting of such consent by the CIWMB in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the CIWMB.
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**39. NON-DISCRIMINATION
CLAUSE**

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

**40. 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.

41. PATENTS

The Grantee assigns to the CIWMB 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. Such assignment shall include assignment of any patents registered with the United States Patent and Trademark Office. Grantee further agrees to cooperate with and assist the CIWMB in the preparation of any patent application. Under certain unusual and very limited circumstance, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, 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.

42. PAYMENT

- a. The Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to

satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the CIWMB's ten percent (10%) retention policy.

- e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.

43. 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.

44. PERSONNEL COSTS

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

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

acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.

46. 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.doc.

47. 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.

48. 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 RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.

49. 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.

50. REDUCTION OF WASTE TIRES

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

51. 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.

52. 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.

53. SELF ASSESSMENT CHECKLIST

The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with grant administrative requirements.

54. 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.

55. SITE ACCESS

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

56. 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.

57. SWEATFREE CODE OF CONDUCT

- a. All Grantees contracting for the procurement or laundering of apparel, 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 it adheres 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 CIWMB or its agent, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).
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58. 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. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to the CIWMB's ten percent (10%) retention policy.

59. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

60. TOLLING OF STATUTE OF LIMITATIONS

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

61. UNION ORGANIZING

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

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
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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.

62. 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.

63. VENUE/ CHOICE OF LAW

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
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64. 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.

65. WORK PRODUCTS

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

66. 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

Waste Tire Amnesty Event Grant Program Fiscal Year 2008/09 (Cycle TCA4)

1. Introduction. These Procedures and Requirements for the 2008/09 Waste Tire Amnesty Event Grant Program (Grant Program) set forth the policies and procedures for administering the Grant awarded through the California Integrated Waste Management Board's (CIWMB) Tire Recycling Grant Program. This document, which is incorporated by reference into the Grant Agreement (Agreement), describes the reporting requirements, instructions for obtaining payment of the grant, and fiscal control procedures to be followed in implementing the CIWMB-funded Grant Program.
2. Public Records. All documents submitted become the property of the CIWMB and are subject to disclosure under the Public Records Act. Do not submit confidential information.
3. Prior to Commencing Work

Grant Self-Assessment Form and other Grant Forms. Prior to commencing work under this Grant, the Grantee's Grant Manager and authorized Signature Authority should review the Grant Self Assessment Checklist Form, and other Grant Forms, so as to identify key administrative requirements. Evaluation of the Grantee's compliance with these requirements is a major part of all Grant audits.

As set forth more fully in the Terms and Conditions (Exhibit A), the Grantee shall submit with its Final Report a completed and signed Self-Assessment Form. To obtain the Grant Self-Assessment Form (CIWMB 641), contact the CIWMB Grant Manager, or go to <http://www.ciwmb.ca.gov/Grants/Forms/>.

Reliable Contractor Declaration. The Grantee must provide a declaration signed under penalty of perjury by the Grantee's contractor(s), if any, 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). See "Contractors/Subcontractors" section in Exhibit A – Terms and Conditions for more information.

The declaration must be received and approved by the CIWMB Grant Manager (Grant Manager) prior to commencement of work. To obtain the Reliable Contractor Declaration form (CIWMB 168), see www.ciwmb.ca.gov/Grants/Forms/CIWMB168.doc or www.ciwmb.ca.gov/Grants/Forms/CIWMB168.pdf.

4. Publicity and Acknowledgement. The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures or other types of promotional 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." Initials or abbreviations for the CIWMB are not allowable without prior written approval from the Grant Manager. If, subsequent to this Agreement, the CIWMB adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.
5. Waste Tire Hauling Limits. The Grantee must comply with the hauling and manifest requirements set forth in Title 14, California Code of Regulations, sections 18461(b)(2) and (3). For purposes of amnesty events, these regulations provide:
 - The Grantee may accept up to 9 waste tires at amnesty events from individuals who are not registered waste tire haulers.
 - Any individual hauling 10 to 20 waste tires must obtain written authorization from the Local Enforcement Agency prior to the amnesty event date. If the individual has not received written authorization, the Grantee must report this information on the Unregistered Hauler & Comprehensive Trip Log Substitution Form (CIWMB 204) and submit the form to the CIWMB within 30 days of acceptance of the tires.

- If the Grantee accepts more than 20 waste tires from individuals who are not registered waste tire haulers, then the Grantee must report this information on the Unregistered Hauler & Comprehensive Trip Log Substitution Form (CIWMB 204) and submit the form to the CIWMB within 30 days of acceptance of the tires.
- Amnesty Day Events are intended to be date-specific events for the public and are not intended for the disposal of waste tires from waste tire generating businesses or waste tire haulers [PRC §42954(7)]. Amnesty events 1) allow individuals to bring waste tires to convenient locations for proper management up to twice per month per location or 2) can consist of a coupon program that allows individuals to bring in waste tires on specified days.

6. Grant Performance Period, Grant Term, and Report Preparation Period

The Grant Performance Period begins on the date indicated in the Notice to Proceed that the Grantee will receive from the CIWMB. Eligible Grant expenditures may start no earlier than the date indicated. In all cases, all eligible Program costs must be incurred no later than June 30, 2010.

The Grant Term starts on the same date as the Grant Performance Period and ends on September 30, 2010, the date the Final Report and Final Payment Request are due to the CIWMB. The period between July 1, 2010, and September 30, 2010, is referred to as the Report Preparation Period. ***Costs incurred to prepare the Final Report and Final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.***

7. Reports and Correspondence. Send Payment Requests, Final Reports, and other correspondence concerning your grant to your Grant Manager's attention at:

**California Integrated Waste Management Board
Waste Compliance and Mitigation Program
Attn: Diane Nordstrom, MS 10A-18
P.O. Box 4025
Sacramento, CA 95812-4025**

8. Grant Payments.

a. General Requirements.

- i. Eligible Costs: The CIWMB shall reimburse the Grantee for eligible costs, which include only those services specified in the approved Work Plan at only those amounts specified in the approved Budget. Any deviation from the Work Plan and/or Budget must be approved in writing by the Grant Manager before expenditure for that item is made. In addition, the expenses must be reasonable and cost-effective. Eligible project expenses may include, but are not limited to, the following:
- Costs incurred between the date indicated in the "Notice to Proceed" and June 30, 2010 (i.e., the Grant Performance Period);
 - Costs incurred between the date indicated in the Notice to Proceed and September 30, 2010, to prepare the Final Report and Final Payment Request. (Note that the costs to prepare the Final Report and Final Payment Request will be reimbursed any time during the Grant Term. However, costs to prepare the Final Payment Request and Final Report are the *only* costs that are eligible for reimbursement during the Report Preparation Period [July 1, 2010 – September 30, 2010].);
 - The cost of loading tires into transporting vehicles at the waste tire amnesty event;
 - Any salaries and benefits for personnel who are involved in the administration and oversight of amnesty events (*See Below);
 - The development and distribution of educational materials or advertising of the amnesty events (*See Below);
 - The cost of transporting waste tires by a waste tire hauler, registered or exempted by the CIWMB, to a permitted, excluded or exempted waste tire storage facility;
 - The cost of transporting waste tires for a specific end use; however waste tires must be transported to a facility that is approved by the CIWMB to accept waste tires; and

- The cost of disposing of waste tires at a permitted, excluded or exempted waste tire storage facility or disposal site.

** Project oversight and education, outreach and advertising expenses, combined, are only reimbursable up to 25% of the amnesty events grant award.*

- ii. Ineligible Costs: Ineligible project expenses include, but are not limited to, the following:
 - Costs incurred prior to the date indicated in the "Notice to Proceed" or after June 30, 2010.
 - Costs incurred during the Report Preparation Period (July 1, 2010 – September 30, 2010), except for the costs incurred to prepare the Final Payment Request and Final Report;
 - Costs not identified in the approved Work Plan (Exhibit C) or approved Budget (Exhibit D), unless approved in writing by the Grant Manager prior to the costs being incurred;
 - Costs currently covered by or incurred under another CIWMB funded loan, grant, grant cycle or contract;
 - Purchasing or leasing of land;
 - Purchasing or leasing of vehicles;
 - Overhead (costs for accounting/budget/finance staff, rental/lease of space, utilities, copying, and office supplies, etc.);
 - 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 contracts require overtime compensation);
 - Costs for obtaining necessary permits and licenses;
 - Any costs that are not consistent with local, state, and federal laws, guidelines and regulations;
 - Cell phones, pagers, personal electronic devices, cameras, and other similar electronic devices;
 - Fines or penalties due to violation of federal, state or local laws, ordinances or regulations;
 - Personnel travel or per diem costs, unless approved in writing by the Grant Manager prior to the costs being incurred;
 - Activities associated with the preparation of a waste tire cleanup and/or amnesty event grant application;
 - Costs of collecting waste tires from waste tire generating businesses and/or waste tire haulers;
 - Costs of collecting waste tires from businesses that are responsible for contracting with registered waste tire haulers for the removal of their waste tires. If it is determined that the Grantee has used grant funds for this purpose, costs incurred will be deemed ineligible and disbursed grant funds associated with these costs must be returned to the CIWMB;
 - Costs connected with contractor claims against the Grantee; and
 - Any costs that are unrelated to the grant project or unreasonable as determined by the Grant Manager.
 - iii. To receive payment, the Grantee must submit a completed Grant Payment Request Form (CIWMB 87) and supporting documentation as described below.
 - iv. Payment will be made to the Grantee only. It will be the responsibility of the Grantee to pay all contractors and subcontractors for purchased goods and services.
 - v. The CIWMB will withhold ten percent (10%) from each grant payment until all conditions stipulated in the Agreement have been satisfied.
- b. Submittal of Payment Requests.
- i. All Payment Requests must be submitted using a completed Grant Payment Request Form (CIWMB 87) signed by the signature authority as designated in the resolution submitted with the grant application. Payment Requests must be submitted with an original signature. Facsimile or E-mailed Payment Requests cannot be approved for payment.
 - ii. Payment Requests must include an itemization of all expenses by task and subtask, as described in and corresponding to the Work Statement and Budget, along with supporting documentation.
 - iii. The Grantee must submit an updated General Checklist of Business Permits, Licenses, and Filings Form (CIWMB 669) with each Grant Payment Request Form (CIWMB 87) if the previous form

- requires updating. If the status has not changed, complete section 8 on the Grant Payment Request Form.
- iv. Submit a Recycled-Content Certification Form (CIWMB 74) for all purchases made with Grant funds as set forth in the Terms and Conditions (if no purchases were made, indicate "not applicable" in the product description category).
- c. **Supporting Documentation.**
Supporting documentation must be included with the Payment Request (e.g., legible copies of receipts, cancelled checks, Personnel Expenditures Summaries, and all waste tire manifests). Supporting documents must contain sufficient information to verify that purchases made or costs incurred are eligible for payment. Purchase orders and invoices will not be accepted as appropriate documentation of expenses.
- i. Personnel expenditures must be computed on actual time spent on grant-related activities and must be the actual amount paid to the employee.
For calculating total personnel expense for each employee, the expenditures must be broken down by the classification(s) of the employee(s), the hourly wage, fringe benefit rate, and the number of hours worked on grant activities. This must be reflected on the attached Personnel Expenditure Summary form or a form pre-approved in writing by the Grant Manager, that:
 - Records expenditures by classification(s) of the employee(s), source documents (e.g., dated timesheets), dates worked, hourly wage/rate including benefit(s), number of hours worked, and grant-related tasks performed;
 - Totals (hours multiplied by rate) the personnel expenses claimed for each task. [Please complete separate forms for each employee];
 - Has been signed by the appropriate supervisor. If the form is submitted for a contractor's personnel, it must be signed by both a supervisor of the contracted entity and the signature authority for the Grantee.
 - ii. Waste tire manifests must document the precise location where waste tires are cleaned up and taken for disposal. Global positioning satellite (GPS) coordinates, a street address, longitude and latitude, or Tire Program Identification (TPID) number are required on every manifest.
9. **Final Report.** Approval of the Final Report by the Grant Manager is mandatory in order for the Grantee to receive final payment of the grant award, which includes release of the ten percent (10%) withhold. This report is a work product and as such is a condition of the Agreement. The Final Report must be prepared in the format specified below:
- a. Disclaimer: **"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."**;
 - b. Table of Contents;
 - c. A summary of the entire grant project, which states the grant objectives, the number of tires that have been removed with grant money, the success of the grant program in reducing the number of illegally disposed waste tires, and how these objectives were accomplished;
 - d. Any findings, conclusions, or recommendations for follow-up or on-going activities that might result from the successful completion of the program;
 - e. A Payment Request requesting final payment and payment of the ten percent (10%) withhold, and the required supporting documentation (see above); and
 - f. An updated General Checklist of Business Permits, Licenses, and Filings Form (CIWMB 669).

The Final Report and Final Payment Request must be received by the Grant Manager by September 30, 2010. Failure to submit the Final Payment Request and Final Report, with appropriate documentation, by September 30, 2010, may result in rejection of the Payment Request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

10. **Self Assessment Checklist.** The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with administrative requirements.
11. **Failure to Comply.** Failure to comply with the reporting requirements specified above may result in

termination of this Agreement or nonpayment of any or all outstanding Payment Requests until the Grantee has satisfactorily completed, by September 30, 2010, the reporting provisions.

12. Release of Funds. Payment Requests will be approved for payment upon determination by the Grant Manager that the request is complete, accurate, and submitted, as required. Grantee may expect payment within approximately forty-five (45) calendar days from the date a Payment Request is approved by the Grant Manager. The Final Report must be approved before the Final Payment Request is approved for payment. The ten percent (10%) withhold will be released when all conditions stipulated in this Agreement have been satisfied.
13. Grant Closure. The Grant Manager will close out the grant when 1) the Final Report and Payment Request are submitted and she/he determines that all applicable administrative actions and all required tasks of the grant have been completed; or 2) the termination of this Agreement, whichever comes first.
14. 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 or the end of the grant term, 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. 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.

If an audit reveals that the CIWMB funds are not being expended, or have not been expended in accordance with this Agreement, the Executive Director, at his/her sole discretion, may take appropriate action under this Agreement, at law or in equity, including, but not limited to, requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay the CIWMB any funds improperly expended.

Work Plan
2008/09 LOCAL GOVERNMENT WASTE TIRE AMNESTY EVENT(S)

GRANT APPLICANT NAME: Stanislaus County	PROPOSED EVENT NAME(S): City/County Tire Amnesty Events
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Task #	Description of Task(s)	Budget	Product/Results	Staff/Contractor	Time Period (Dates)
1.	<u>Educational and Outreach Material</u> Develop advertisements, informational flyers and vouchers. Attend community/ nonprofit group meetings.	\$7,115	Newspaper Ads Informational Flyers Vouchers	City/County staff	July 2009 through June 2010
2.	<u>Waste Tire Amnesty Events</u> Meet with, coordinate and provide assistance to city staff to schedule amnesty events for the 7 participating cities and the unincorporated area of the County. Conduct the tire collection events Unloading and loading tires. Collect City and County Invoices from events for processing for reimbursement.	\$15,029	Scheduling of all the amnesty events for FY 2009/2010 Recycling of all tires collectd, properly lacing tires to maximize collection in trailer Reimbursement of expenses. Reports	City/County staff / contract labor	July 2009 through June 2010
3.	<u>Hauling collected tires</u>	\$27,600	All tires collected are recycled.	Golden By-Products	July 2009 through June 2010
	Total	\$49,744			

EXHIBIT D

Budget

2008/09 LOCAL GOVERNMENT WASTE TIRE AMNESTY EVENT(S)

GRANT APPLICANT NAME: Stanislaus County							
Line Item	Title/Classification	No. Of Hours	Salary Rate	Benefit %	Match \$	Grant \$	Total \$
Personnel (project/grant oversight)*	Senior Resource Management Specialist	95	\$63.25	48			\$6,009
Labor (handling tires)	(3) Pro-Trades Labor Contractor rate sheet or equivalent city/county staff or contractor	330	\$19/hour				\$6,270
Contracts (removal, transportation, disposal) Golden By Products		Description: Licensed Tire hauler and recycler Bid of \$1,200/Trailer					\$27,600
Equipment Rental Safety Equipment and Miscellaneous		Description: Gloves, hard hats, safety vests, cones chemical toilets and signs					\$2,750
Materials & Supplies Offices supplies		Description: Paper, pens, clipboards					\$715
Education & Advertising* News paper advertising and flyers		Description: Newspaper advertising and mailers with postage					\$6,400
					Totals:		\$49,744
Grant Amount		Estimated Number of Tires to be Collected			=	Cost Per Tire	
\$49,744		19,550			=	\$2.54	

* Project oversight, education, and advertising expenses, combined, are only reimbursable up to 25% of the total amnesty events grant amount.