

Council Meeting of
June 20, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Recommendation to Approve the Appropriation of Funds and Memorandum of Understanding with Trash for Teaching for the Reuse Assistance Grant to Provide Appropriate Manufacturing Residuals to Schools for Reuse in Art Projects

Expenditure: Not to Exceed \$74,550

RECOMMENDATION

The Public Works Director recommends that the City Council approve the appropriation of funds and the attached Memorandum of Understanding with Trash for Teaching for the Reuse Grant awarded to the City by the California Integrated Waste Management Board. The Reuse Grant program is to reuse manufacturer residuals or cast-offs as art project materials for Torrance elementary schools. The grant funds are \$49,700 and require matching funds of \$24,850, which will be funded by the Waste Management Division of the Sanitation Enterprise Fund.

Funding

Funding is available from the grant monies received and the Waste Management Division of the Sanitation Enterprise Fund.

BACKGROUND/ANALYSIS

On November 8, 2005 the City Council approved a Resolution for a grant application to the California Integrated Waste Management Board for a Reuse Grant (see Attachment A). Torrance was one of five projects awarded the grant out of fourteen applicants.

To begin implementation of the grant program, we now need to appropriate the funding and to formalize the working relationship with the Trash for Teaching non-profit organization with a Memorandum of Understanding (see Attachment B).

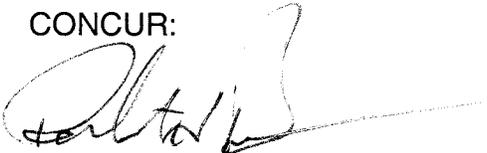
Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Alison Sherman
Waste Management Coordinator

CONCUR:



Robert H. Brewer
Sanitation Services Manager



Robert J. Beste
Public Works Director



LeRoy W. Jackson
City Manager

Attachments: A) Agenda Item 11A from November 8, 2005
 B) MOU Agreement

Council Meeting of
November 8, 2005

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Recommendation to Approve the Application Submittal and Resolution for a Reuse Assistance Grant to Provide Appropriate Manufacturing Residuals to Schools for Reuse in Art Projects

Expenditure: Not to Exceed \$25,000

RECOMMENDATION

The Public Works Director recommends that the City Council approve the attached **RESOLUTION** for submittal of a Grant Application to reuse manufacturer residuals or cast-offs as art project materials for schools through Trash for Teachers, a non-profit organization. The Grant request is for \$50,000 and requires matching funds of \$25,000, which will be funded by the Waste Management Division over the two years of the grant cycle.

Funding

Funding is available in the Waste Management Division of the Sanitation Enterprise Fund.

BACKGROUND/ANALYSIS

The California Integrated Waste Management Board offers a grant that promotes waste reduction through the reuse of materials, as opposed to the processes involved with recycling. Torrance received a Reuse Assistance Grant as part of a regional program to promote food donations several years ago, in a successful partnership with the non-profit group Food Finders.

Torrance staff was recently approached by another non-profit agency, Trash for Teachers (T4T) to apply for the Reuse Assistance Grant as a partnership. Torrance will provide the required matching funds and administrative assistance. The grant is a maximum of \$50,000 with required 50% matching funds, which the City will provide over the two-year implementation of the Grant. T4T will use the grant funds to provide the following for Torrance:

- Survey and recruit Torrance manufacturers for donation of materials for program.
- Visit and deliver materials to Torrance schools on a regular basis.
- Purchase of a truck fueled by vegetable oil to use in Torrance for program.
- Workshops for teachers to help use the program.
- Assistance with grant administration and reporting on waste reduction tonnage.

We have notified the T.U.S.D. Elementary School Superintendent of our intent, and she is in support of the project. T4T has successfully implemented similar programs in the Los Angeles, Santa Monica and Long Beach school districts and with the Los Angeles Museums of Natural History and Contemporary Art. If we are awarded the grant, the program will begin in February of 2006 and run through the end of the school year in June 2007.

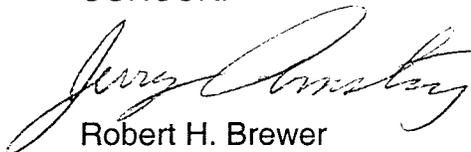
Respectfully submitted,

ROBERT J. BESTE
Public Works Director

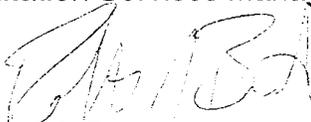


By Alison Sherman
Waste Management Coordinator

CONCUR:



Robert H. Brewer
Sanitation Services Manager



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachment: A) Resolution

RESOLUTION NO. 2005-____

**A RESOLUTION BY THE TORRANCE CITY COUNCIL
AUTHORIZING THE SUBMITTAL OF A REUSE ASSISTANCE
GRANT TO PROVIDE REUSED MATERIALS FROM
MANUFACTURERS AS ART SUPPLIES TO SCHOOLS**

WHEREAS, Public Resources Code *Section 42000* authorizes the California Integrated Waste Management Board to conduct market development activities to strengthen demand by manufacturers and end-use consumers for recyclable materials collected by municipalities, nonprofit organizations, and private entities; and

WHEREAS, the concept of reuse is an integrated approach, which encompasses integrated waste management objectives such as building materials efficiency, construction and demolition waste reduction, and maximization of reused- and recycled-content building and landscaping materials; and

WHEREAS, on June 14-15, 2005 the California Integrated Waste Management Board approved the Scoring Criteria and Evaluation Process for the Reuse Assistance Grants; and

WHEREAS, the California Integrated Waste Management Board will enter into an agreement with the Grantee for development of the project.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TORRANCE HEREBY: authorizes the submittal of an application to the California Integrated Waste Management Board for a Reuse Assistance Grant. The Public Works Director, or his/her designee, is hereby authorized and empowered to execute all necessary documents, including but not limited to, applications, agreements, amendments, and payment requests to secure grant funds and to implement and carry out the purposes specified in the grant.

Introduced, approved and adopted this _____ day of November, 2005.

Mayor Dan Walker

APPROVED AS TO FORM:
JOHN FELLOWS III, City Attorney

ATTEST:

by _____
Ronald T. Pohl, Assistant City Attorney

Sue Herbers, CMC
City Clerk

**CITY OF TORRANCE
GRANT AGREEMENT WITH NON-PROFIT SOCIAL SERVICES AGENCIES**

GRANT AGREEMENT

GRANTEE AGENCY: Trash for Teaching

PROJECT TITLE: Reuse Grant

PROJECT DIRECTOR: Alison Sherman, Waste Management Coordinator

THIS AGREEMENT is made and entered into this 20th day of June, 2006 by and between the City of Torrance, a municipal corporation, hereinafter referred to as CITY, and the Grantee Agency named above, hereinafter referred to as GRANTEE.

WITNESSETH

WHEREAS, GRANTEE operates a non-profit community program serving the residents of CITY, and;

WHEREAS, GRANTEE is in need of funds to provide its services, and:

WHEREAS, the CITY has received a Reuse Grant from the California Integrated Waste Management Board to provide a program based on the services of the GRANTEE;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT AND FUNDING

CITY will provide GRANTEE with a sum not to exceed **(\$74,550) seventy four thousand five hundred fifty dollars and zero cents** to be used only for the specific project described in GRANTEE'S application attached to this Agreement as Exhibit "A" and incorporated herein by this reference.

ARTICLE II

USE OF FUNDS

1) Failure of GRANTEE to use any of the grant funds for purposes of the project as outlined in Exhibit "A" shall result either in the return of said funds by GRANTEE to CITY or shall, at the option of CITY, result in a refusal of CITY to authorize further grant funds for release to GRANTEE.

2) GRANTEE shall return to CITY any grant funds received pursuant to this Grant Agreement which have not been used by GRANTEE at the termination of the grant period.

3) Only those expenses set forth in the project budget in Exhibit "A" are allowable costs.

ARTICLE III

NON-DISCRIMINATION

GRANTEE shall provide its services without regard to the race, color, national origin or sex of any person.

ARTICLE IV

LOCAL, STATE AND FEDERAL LAWS

GRANTEE shall carry out said project in conformance with all pertinent laws including applicable federal or state guidelines dealing with the uses and limitations upon use of grant funds.

ARTICLE V

TERMINATION OF GRANT AGREEMENT

In the event of GRANTEE's noncompliance with any clause of this Agreement, CITY may cancel, terminate or suspend this Agreement and withhold any further grant funds.

ARTICLE VI

CONFLICT OF INTEREST

No member, official or employee of the CITY shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

ARTICLE VII

NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No member, official or employee of the CITY shall be personally liable to GRANTEE, or any successor in interest, in the event of any default or breach by the CITY or for any amount which may become due to GRANTEE or successor or on any obligations under the terms of this Agreement.

ARTICLE VIII

GRANT ACCOUNTING AND RECORDS

The GRANTEE shall maintain records and accounts consistent with generally accepted accounting principles and also shall provide for such fiscal control

and fund accounting procedures as are necessary to assure proper disbursement and accounting for grant project funds.

ARTICLE IX

INSPECTION OF BOOKS AND RECORDS

The CITY has the right at all reasonable times to inspect the books and records of GRANTEE pertaining to the purposes of this Grant Agreement.

ARTICLE X

REPORTS

Prior to the termination of the Grant Period GRANTEE shall provide CITY with the following reports:

- 1) A final Financial Report summarizing all expenditures of CITY grant funds, and;
- 2) A detailed Narrative Report stating what was accomplished with the funds.

ARTICLE XI

ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

ARTICLE XII

POLITICAL ACTIVITIES

GRANTEE agrees that no funds received pursuant to this Grant Agreement shall in any way be used for the furtherance of or opposition to any political activity or for the purpose of conducting partisan political activities.

ARTICLE XIII

GRANT PERIOD

The grant period shall terminate on **March 31, 2008**.

ARTICLE XIV

NOTICES

Whenever it shall be necessary for either party to give notice to the other party, it shall be sufficient if said notice shall be served by certified mail addressed as follows:

CITY CLERK
CITY OF TORRANCE
3031 Torrance Boulevard
Torrance, CA 90503

Executive Director
Trash for Teaching
1435 West 139th Street
Gardena, CA 90249

Unless and until a different address may be furnished in writing by either party to the other.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement.

CITY OF TORRANCE

DATED _____

By _____
Dan Walker, Mayor

TRASH FOR TEACHING
GRANTEE

DATED _____

EXECUTIVE DIRECTOR

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By _____
Tatia Y. Strader
Deputy City Attorney

GRANT AGREEMENT

CIWMB110 (Revised 03/05)

GRANT NUMBER	RU9-05-4
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NAME OF GRANT PROGRAM

2005/2006 Reuse Assistance Grants

GRANTEE NAME

City of Torrance

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
	\$49,700.00

TERM OF GRANT AGREEMENT	
FROM: March 01, 2006	TO: March 30, 2008

THIS AGREEMENT is made and entered into on this 2nd day of March 2006, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and City of Torrance (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 A according to the Budget attached hereto as Exhibit C.

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

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

Exhibits A, B and C 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.

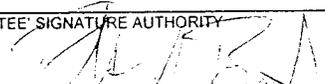
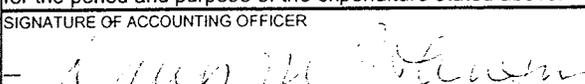
CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE NAME (PRINT OR TYPE) City of Torrance	
SIGNATURE -		GRANTEE SIGNATURE AUTHORITY 	
Mark Leary, Executive Director	DATE	TITLE Public Works Director (Authorized representative)	DATE 3-14-06
		GRANTEE ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 20500 Madrona Avenue Torrance, CA 90503	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$49,700.00	PROGRAM/CATEGORY (CODE AND TITLE) 2005/2006 Reuse Assistance Grants	FUND TITLE IWMA	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$49,700.00	ITEM 3910-001-387	CHAPTER 38	STATUTE 2005
	FISCAL YEAR 2005/2006		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-12130-418.03		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 		DATE 3/16/06	

EXHIBIT A TERMS AND CONDITIONS

REUSE ASSISTANCE GRANT Fiscal Year 2005-2006 (Cycle RU9)

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

- 1) The proposed Grantee must pay all outstanding debts owed to the California Integrated Waste Management Board within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

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

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

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|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. Zero Waste — You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials. |
| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. |
| 3. AIR OR WATER POLLUTION VIOLATION | Under the State laws, the Grantee shall not be: <ol style="list-style-type: none"> a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; 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 Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
-

7. ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

- 8. AUDIT/RECORDS ACCESS** The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.
- [You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]*
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- 9. AUTHORIZED REPRESENTATIVE** The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity of the authorized representative.
-
- 10. AVAILABILITY OF FUNDS** The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.
-
- 11. CHILD SUPPORT COMPLIANCE ACT** For any agreement in excess of \$100,000, the Grantee acknowledges that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
-
- 12. COMMUNICATIONS** All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail.
-
- 13. COMPETITIVE BIDDING** The CIWMB encourages Grantees to use a competitive bidding process when contracting for services required under this Agreement.
-
- 14. COMPLIANCE** The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of

the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CIWMB 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CIWMB 669) on file with the CIWMB is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CIWMB 669) available at: www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

**15. CONFIDENTIALITY/
PUBLIC RECORDS**

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

16. CONFLICT OF INTEREST

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

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

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

Former State Employees (PCC § 10411):

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

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

**17. CONTRACTORS/
SUBCONTRACTORS/
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.

**18. 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.

19. CONTROLLING LAW

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

**20. COPYRIGHTS AND
TRADEMARKS**

- a. The Grantee assigns to the State any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the State. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
- b. The State through the CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant this Agreement, for nonprofit purposes, and to have or permit others to do so on the Grantee's behalf.

**21. 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.

**22. 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.

23. DISPUTES

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

24. DRUG-FREE

The person signing this Agreement on behalf of the Grantee certifies under

WORKPLACE CERTIFICATION	<p>penalty of perjury under the laws of California, the Grantee agrees that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:</p> <ol style="list-style-type: none"> a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations. b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations. c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
25. EFFECTIVENESS OF AGREEMENT	This Agreement is of no force or effect until signed by both parties.
26. 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.
27. 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.
28. EXPATRIATE CORPORATIONS	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
29. 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> <ol 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> <ol style="list-style-type: none"> a. Application of or information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or b. The cleanup of the environment; or c. The enforcement of solid waste statutes and regulations, as applicable.
30. 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.

31. **FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED** If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to the CIWMB any funds improperly expended.
32. **GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE** The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
33. **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.
34. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION** The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)
35. **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.
36. **NON-DISCRIMINATION CLAUSE**
- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in GC §§ 12900 et seq.
 - b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (GC § 12990 (a-f)) and California Code of Regulations, Title 2, Section 8103).
 - c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.
37. **OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS** The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to 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.

38. PATENTS

The Grantee assigns to the State all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

39. PAYMENT

- a. The Budget, attached to and incorporated herein by reference to this Agreement as Exhibit C, states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, which is attached to and incorporated herein by reference to this Agreement as Exhibit C. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan at only those costs specified in the Budget and incurred in the term of the Agreement.
 - b. The Grantee shall carry out the work described on the Work Plan in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
 - c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
 - d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed.
 - e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.
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40. 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.

41. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CIWMB approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CIWMB for such purposes.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment
-

and supplies, shall vest upon acquisition in the Grantee.

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| 42. RECYCLED-CONTENT CERTIFICATION | The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.pdf . |
| 43. 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. |
| 44. RECYCLED-CONTENT PRODUCT PROCUREMENT | In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/ . If the Grantee cannot purchase RCP's, the Grantee must document why it was unable to comply with this requirement. |
| 45. 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. |
| 46. 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. |
| 47. 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. |
| 48. 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. |
| 49. 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. |

- 50. 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.
- 51. 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.
- 52. 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 they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).
- 53. 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.
- 54. TIME IS OF THE ESSENCE** Time is of the essence to this Agreement.
- 55. UNION ORGANIZING** By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:
- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.
- 56. 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.

**57. VENUE/ CHOICE OF
LAW**

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- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- b. The laws of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
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**58. 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.

59. WORK PRODUCTS

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

**60. 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

**REUSE ASSISTANCE GRANT
Fiscal Year 2005/2006
Administrative Procedures and Requirements**

INTRODUCTION

These *Administrative Procedures and Requirements* for the Reuse Assistance Grant (Grant) set forth the procedures for administering the Grant. This document, which is incorporated by reference into the Grant Agreement (Agreement), describes the administrative reporting requirements, instructions for obtaining payment of the grant, and fiscal control procedures to be followed in implementing the Grant.

GENERAL GUIDELINES

This is a reimbursement grant. The Grantee must pay for goods and services first, and then submit a Grant Payment Request Form (CIWMB 87) to its California Integrated Waste Management Board (CIWMB) Grant Manager for approval and reimbursement.

- Payments can only be made to the Grantee. It is the responsibility of the Grantee to pay all contractors, subcontractors, and/or vendors for goods and services rendered.
- The CIWMB will withhold ten percent (10%) of **each** approved invoice submitted by the Grantee. These withheld funds are eligible for release after the CIWMB Grant Manager approves the final payment request and the final report. It is the Grantee's responsibility to keep track of the total amount withheld during the Grant term, and the Grantee must submit a separate payment request at the end of the Grant term for the total ten percent (10%) withhold amount.
- During the performance of this Grant, when submitting progress reports, payment requests, and all other documents and correspondence to the CIWMB, the Grantee shall practice resource conservation. This includes, but is not limited to, using electronic formats when available, and using paper products that contain **one hundred percent (100%) recycled-content paper**. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper.

ELIGIBLE PROJECT COSTS

Grant monies only fund expenses incurred after issuance of the Notice to Proceed and prior to March 31, 2008, and described in the Grantee's approved Budget itemization. Any revisions to the Budget must be requested in writing and pre-approved in writing by the CIWMB Grant Manager. It is the Grantee's responsibility to ensure that all claimed costs are appropriate by reviewing all contract documents, newsletters, e-mails, and other information updates supplied by the CIWMB, and to consult with the CIWMB Grant Manager. All claimed costs must be clearly and directly related to implementation and operation of the Grant project or the claim will not be allowed. Costs must be reasonable and cost-effective.

Matching funds may be used only for eligible project costs as identified in the approved Budget.

Grantee must receive prior written approval from the CIWMB Grant Manager before making expenditures listed below, **failure to do so may result in denial of claim:**

- Grantee **MUST** submit a final draft of the materials listed below to the CIWMB Grant Manager for approval prior to production to determine funding level and appropriateness. Please allow at least five (5) working days to review public education material. Allow a minimum of ten (10) working days for review of non-English public education material.

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- **ALL** public education, advertising, or promotional materials, including materials previously approved under another grant (e.g., flyers, posters, mailers, videos, TV and radio scripts, or premiums).
- Travel expenses directly related to the grant. Expenses will be reimbursed according to guidelines set forth in the State Administrative Manual Sections 0700-0741 and the current Department of Personnel Administration memorandum. For example, as of September 2003: reimbursable mileage rate may not exceed \$0.34 per mile. Transportation must be the most economical taking into consideration employee time and direct costs. Grantee must book trips far enough in advance to get the best rate possible. Per diem may not exceed \$84.00 plus tax per night for lodging; meal reimbursement is actual amount not to exceed the amounts shown in the chart below.

Trip	Travel Time	Authorized Meal
Less than 24 hours	Travel time must begin at/before 6:00 a.m. and end at/after 9:00 a.m.	Breakfast (actual expense up to \$6.00)
	Travel begins at/before 4:00 p.m. and ends at or after 7:00 p.m.	Dinner (actual expense up to \$18.00)
More than 24 hours	Travel time must begin at/before 6:00 a.m. and end at or after 8:00 a.m.	Breakfast (actual expense up to \$6.00)
	Travel begins at/before 11:00 a.m. or if travel ends at or after 2:00 p.m.	Lunch (actual expense up to \$10.00)
	Travel begins at/before 5:00 p.m. and ends at/after 7:00 p.m.	Dinner (actual expense up to \$18.00)

- Copyrighted or trademarked materials.

INELIGIBLE PROJECT COSTS

Any expenses not directly related to the Grant are ineligible. These include, but are not limited to, the following:

- Costs incurred prior to issuance to the Notice to Proceed or after the end of the grant term;
- Costs not included in the approved budget;
- Costs currently covered by another CIWMB loan, grant, or contract;
- Overtime costs (except for local public agency staffing during specially scheduled evening or weekend events occurring outside the staff's normal work schedule that are pre-approved in writing by the CIWMB's Grant Manager, when law or labor contract requires overtime compensation);
- Out-of-state travel;
- Any food or beverages (e.g., as part of meetings, workshops, training, events, etc.);
- Public education costs not directly associated with the concept of reuse;
- Profit or mark-up by the Grantee or partner;
- Cell phones, pagers, and other personal electronic and/or digital assistive devices;
- Overhead and indirect costs above five percent (5%) of the amount approved for payment and/or overhead and indirect costs of five percent (5%) or less of the amount approved for payment not included in a cost allocation plan;
- Any costs that are not consistent with local, state, and federal guidelines, regulations, and laws; and
- Any other costs not deemed reasonable or related to the purpose of the grant by the CIWMB Grant Manager.

PROGRESS REPORTS

The Grantee must submit a progress report on the following dates, as well as with each payment request:

- **September 15, 2006** (covering the period from the start date of the project through August 31, 2006)

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- **April 13, 2007** (covering the period from September 1, 2006 through March 31, 2007)
- **October 15, 2007** (covering the period from April 1, 2007 through September 30, 2007)
- **April 15, 2008** (final report—covering the period from October 1, 2007 through March 31, 2008)

Each Grantee's progress reports will be placed on the Reuse Web site (www.ciwmb.ca.gov/reuse/grants/LGAssist/Archives.htm) for instructional purposes, unless requested otherwise. The CIWMB Grant Manager may request a progress report from a Grantee at any time. The CIWMB may immediately suspend or terminate the Agreement if progress is deemed unsatisfactory. Any problems or delays must be reported immediately to the CIWMB Grant Manager.

Grantee must use a format similar to the sample progress report found as Attachment A of this document. Each progress report must include:

- A detailed description, under each funded budget category (task), of all work completed since the previous progress report. Describe any problems or special situations encountered, and the Grantee's response.
- An indication of the state of completion (percentage) of all tasks listed in the Work Plan (Exhibit C); if a task has yet to begin, provide an estimated start date.
- A quantifying measure of the results of the project (e.g., tons of material diverted through reuse, dollars saved, people served and/or educated).
- A discussion of anticipated accomplishments for the next reporting period.
- One (1) copy of all final public education, advertising, or promotional materials produced, purchased, and/or distributed with grant funds. (The CIWMB Grant Manager must approve these items before they are produced, purchased, and/or distributed.)
- An updated, completed, and signed *General Checklist of Business Permits, Licenses and Filings Form (CIWMB 669)*, if applicable.
 - If changes have occurred since the last submittal, initial Item 8 on the *Grant Payment Request Form (CIWMB 87)*, "Changes made since last checklist submitted", and attach the updated form.
 - If nothing has changed since the last submittal, initial Item 8 on the *Grant Payment Request Form (CIWMB 87)*, "Form on file is current and complete".
- A completed and signed *Reliable Contractor Declaration (CIWMB 168)*, if this has not previously been submitted. This form must be submitted prior to the start of any contracting work being done.

FINAL REPORT

The CIWMB Grant Manager must receive the final report and payment request by April 15, 2008, and all grant funds must be expended before March 31, 2008, in order to be reimbursable. The final report should include quantitative measures of the improvements or increases in reuse activities resulting from the project(s) funded through this Grant. Such measures could include: the percentage increase of the Grantee's commercial sector that became aware of and became involved in reuse activities as a result of the project; the amount of materials diverted from landfills as a result of the project; the estimated value of materials diverted or exchanged through the project; or other appropriate measures that could serve as an indicator of the effectiveness of the funded activities. The final report must also include an updated, completed, and signed *General Checklist of Business Permits, Licenses and Filings Form (CIWMB 669)*, if applicable.

- If changes have occurred since the last submittal of the *General Checklist of Business Permits, Licenses, and Filings Form*, initial Item 8 on the *Grant Payment Request Form*, "Changes made since last checklist submitted", and attach the updated form.

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- o If nothing has changed since the last submittal, initial Item 8 on the *Grant Payment Request Form*, "Form on file is current and complete".

If requested, the Grantee must make an oral presentation to the Board and/or the CIWMB Sustainability and Market Development Committee.

FAILURE TO COMPLY

Payment of grant payment requests is contingent on the timely submission of satisfactorily completed reports. Failure to comply with the reporting requirements specified above may result in non-payment of funds and termination of this Agreement.

GRANT PAYMENTS

All payment requests must include:

1. A progress report (Attachment A) detailing the activities accomplished since the previous progress report (following the instructions described above).
2. A detailed *Payment Request Itemization of Expenditures by Budget Category* (Attachment B) for the grant funds and matching contribution expended.
3. A *Grant Payment Request Form (CIWMB 87)* (Attachment C) signed by the individual named in the resolution as the signature authority. [In addition to naming the signature authority for the Grant, some resolutions included the language "or designee." In those instances, the signature authority must send a letter to the CIWMB Grant Manager indicating the individual by title who has been authorized as his/her designee(s).]
4. A signed and completed *Personnel Expenditure Summary (CIWMB 165)* (Attachment D), if requesting reimbursement for staff/volunteer time, or using staff/volunteer time as part of the matching contribution.
5. A completed *Travel Expense Log* (Attachment E), if requesting reimbursement for travel expenses or using travel expenses as part of the matching contribution.
6. A completed *Recycled-Content Certification Form (CIWMB 74G)* (Attachment F). This form must be completed even if purchased materials and/or goods do not have recycled content.
7. Documentation supporting all claimed expenditures (e.g., legible copies of invoices and receipts). The claimed expenses are highlighted and each applicable task number is indicated on each invoice.
8. An updated, completed, and signed *General Checklist of Business Permits, Licenses and Filings Form (CIWMB 669)* (Attachment G), if applicable.
 - o If changes have occurred since the last submittal of the *General Checklist of Business Permits, Licenses, and Filings Form*, initial Item 8 on the *Grant Payment Request Form*, "Changes made since last checklist submitted", and attach the updated form.
 - o If nothing has changed since the last submittal, initial Item 8 on the *Grant Payment Request Form*, "Form on file is current and complete".

All forms must have original signatures and may be downloaded at:
www.ciwmb.ca.gov/Grants/Forms/Default.htm.

BUDGET ITEMIZATION

Payment requests must include an itemization of all grant program expenses. Grantee needs to review and finalize its individual itemized Work Statement and Budget (Exhibit C), because the Grantee is bound by the final drafts submitted to and approved by the CIWMB. If costs cannot be clearly attached to a specific task, the payment request will not be approved.

SUPPORTING DOCUMENTATION

Supporting documents must be included with each payment request and contain sufficient information to verify that purchases made or costs incurred are eligible for payment. **Purchase orders will not be accepted as appropriate documentation of expenses.**

RELEASE OF FUNDS

The payment request must be in the proper format and contain supporting documentation for claimed expenses. Payment requests that are not in the proper format or missing documentation will be returned to the Grantee for correction and resubmission. Payment requests will be reviewed and approved for payment when the Grantee has submitted, in a timely manner, all required progress reports and supporting documentation and the CIWMB Grant Manager has determined them to be satisfactory. Payment is typically made within forty-five (45) calendar days from the date a payment request is approved by the CIWMB Grant Manager.

PUBLIC EDUCATION AND ACKNOWLEDGMENT

The Grantee **MUST** acknowledge the CIWMB's funding (e.g., "Funding Provided by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!") and prominently display the CIWMB logo on all promotional materials funded by this Agreement through grant funds or matching funds. Use of initials "CIWMB" is not sufficient, unless pre-approved in writing by the CIWMB Grant Manager. The CIWMB logo can be found on the CIWMB's Web site at www.ciwmb.ca.gov/gallery/CIWMBLogos/.

COPYRIGHTS AND TRADEMARKS

As fully set forth in the *Terms and Conditions* (see Exhibit A for a complete description of the copyright and trademark terms and conditions) of this Agreement, the Grantee assigns to the CIWMB any and all interests and rights to copyrightable or trademarkable materials created or developed as a result of this Agreement. The Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB.

MAILING ADDRESS

Direct any questions regarding this document, the Grant Agreement package, all progress reports, or payment requests to the CIWMB Grant Manager's attention at:

California Integrated Waste Management Board
Waste Prevention and Market Development Division
Reuse Assistance Grants Program, MS-14
P.O. Box 4025
Sacramento, CA 95812-4025
(916) 341-6613

GRANT CLOSURE

Grant closure will occur: (1) upon the determination by the CIWMB Grant Manager that all requirements of the Grant have been satisfactorily completed, or (2) the end of the Grant term, whichever comes first. The final report must be approved before the final payment request is approved and forwarded to the State Controller's Office for payment. **Failure to submit the final report and final Payment Request, with appropriate supporting documentation, by April 15, 2008, 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.** The ten percent (10%) withhold is eligible for release

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upon the timely receipt and approval of the final report and payment request. The Grantee must submit a separate payment request at the end of the Grant term for the total ten percent (10%) withhold amount.

AUDIT REQUIREMENTS

As fully set forth in the *Terms and Conditions* (see Exhibit A for a complete description of the audit requirements) of this Agreement, the Grantee, and any contractor, subcontractor and/or vendor thereof, agree that the CIWMB, 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, and that such records shall be retained as required.

If an audit reveals the CIWMB funds are not being expended, or have not been expended in accordance with this Agreement, the Grantee may be required to forfeit the unexpended portion of the funds and/or repay the CIWMB for any improperly expended monies.

EXCEPTIONS

Any exceptions to these *Administrative Procedures and Requirements* must be requested and approved in writing by the CIWMB Grant Manager prior to any grant fund expenditures. The request will be reviewed and a determination will be made as soon as possible, usually within ten (10) working days of receipt of the request.

ATTACHMENT A**SAMPLE PROGRESS REPORT**

Please note that this sample is only to provide a recommended format for the progress reports and demonstrate the type of information that is required. Each task listed in the Work Statement must be included in the progress report, even if no work has begun on the task. It may be appropriate for Grantee to provide more information on each task than what has been shown here due to space constraints.

**City of Pristineville
Grant No. RU7-05-0000
Progress Report
June 1, 2005—November 30, 2005**

(As indicated on our Work Statement, there are a total of three main tasks, and related sub-tasks, to complete this project. The progress of each of these tasks is described in detail below.)

Task 1: Research types of materials donated (Matching Services)

The purpose of this pilot program is to establish a network for local businesses to direct their unwanted office equipment/supplies for further reuse by nonprofit organizations, churches, schools, low-income families, and others in need.

Staff determined that it will be more advantageous to target office equipment, which is still functional, including but not limited to: computer systems, fax machines, calculators, telephones, video/cassette players, paper shredders, desks, chairs, file cabinets, and other office supplies. Staff chose to target local businesses such as: accounting firms, banks and financial institutions, legal corporations, hotel chains, airlines, movie production companies, local electronic manufacturers, wholesalers, retail businesses, and other commercial organizations, as they tend to upgrade their office equipment to keep up with modern technology or are often looking for ways to relieve themselves of inventory surplus and discontinued office products.

The reusable material will be directed by the local businesses to reuse agencies who have a distribution network and infrastructure in place and will assure that the donation is reused to its fullest potential.

Task 1 is 100% complete.

Task 2: Compile a list of reuse agencies (Reimbursable Services)

Staff has drafted a directory of donation opportunities for Pristineville businesses and residents. Over 500 names of reuse centers have been compiled. These reuse centers accept donations in all the categories described above. This directory will be used as a reference guide for the businesses and will also be incorporated on the City of Pristineville's Web site.

Staff has contacted individual reuse centers to assure that all information is correct before the directory is placed on the City of Pristineville's Web site or given to local businesses for reference and use.

Task 2 is 100% complete.

Reuse Assistance Grant-Fiscal Year 2005/2006 Offering

Task 2.1: Compile a database of local business for direct mail (Matching Services)

A database of over 40,000 businesses has been compiled. The plan is to target 40,000 of the 400,000 registered active businesses in the City of Pristineville, which are major sources of reusable office equipment and materials. Efforts will be made to reach these businesses throughout the year by mailers, phone calls, and newspaper advertisements to make them aware of the reuse program. It is estimated that of the 40,000 businesses contacted, approximately ten percent (or 4,000 businesses) would participate in a reuse program during the course of the grant.

Once the link between businesses and reuse is established, it will continue on an ongoing basis, expanding the availability of reusable commodities.

Task 2.1 is 100% complete. This list will be updated as necessary.

Task 3: Design promotional reuse information brochure (Reimbursable Services)

The promotional materials, as approved by the California Integrated Waste Management Board, include a three-fold, two-sided brochure that will advertise the program, credit the funding agency (California Integrated Waste Management Board) and provide information on the reuse pilot program. This brochure includes a partial list of reuse agencies, a contact number for the City of Pristineville and the City of Pristineville's Web site for further information. These brochures will be mailed through the regular U.S. mailing system to targeted local businesses, manufacturers, wholesalers, and other commercial organizations.

Task 3 is 100% complete.

Task 3.1: Print promotional reuse information brochure (Reimbursable Services)

The promotional reuse brochure has been sent to the print shop for printing. Ten thousand copies of the brochure will be printed at this time.

This task is anticipated to be completed by the end of May 2006.

Task 3.2: Mail reuse flyer to target groups (Matching Services)

The plan is to mail a few hundred pieces at a time of the reuse brochure and also offer them to the public at local public outreach events that are held throughout the City of Pristineville.

This task is anticipated to start May/June 2006 and to be completed by December 2006.

Submitted by John Smith, Reuse Coordinator
November 30, 2005

ATTACHMENT B

SAMPLE PAYMENT REQUEST ITEMIZATION
OF EXPENDITURES BY BUDGET CATEGORY

City of Pristineville, Grant No. RU7-05-0000
Progress Report
June 1, 2005—November 30, 2005

Grant Funds					
Task Number and Description	Personnel/Item	Rate	Unit	Hours	Reimbursement Request
TASK 2: Compile list of reuse agencies	*Waste Mgmt. Specialist I	\$18.50/hr. & 32% benefits		60 hrs.	\$1,465.20
	*Waste Mgmt. Specialist II	\$22.38 hr. & 32% benefits		22 hrs.	\$492.36
	*Clerical	\$13.25 hr. & 32% benefits		24 hrs.	\$419.76
Subtotal					\$2,377.32
TASK 3: Design promotional reuse information brochure	*Graphic Engineer	\$21.50 hr. & 32% benefits		40 hrs.	\$1,135.20
TASK 3.1: Print promotional reuse information brochure	****Brochure printing	\$.05 each	10,000		\$500.00
	*Waste Mgmt. Specialist I	\$18.50 hr. & 32% benefits		32 hrs.	\$781.44
Subtotal					\$2,416.64
Total Reimbursement Request					\$4,793.96

Matching Contribution					
Task Number and Description	Personnel/Item	Rate	Unit	Hours	Matching Contribution Spent
TASK 1: Research types of materials donated	*Waste Mgmt. Specialist I	\$18.50 hr. & 32% benefits		50 hrs.	\$1,221.00
TASK 2.1: Compile database of local businesses for direct mail	*Waste Mgmt. Specialist I	\$18.50 hr. & 32% benefits		40 hrs.	\$976.80
TASK 3.2: Mail reuse flyer to target groups	*Clerical	\$13.25 hr. & 32% benefits		2 hrs.	\$34.98
Total Matching Contribution Spent					\$2,232.78

*Copy of *Personnel Expenditure Summary Form* attached (if requesting reimbursement for salaries/wages)

**Copy of *Grant Payment Request Form* attached (required)

***Copy of *Travel Expense Log* attached (if necessary)

****Copy of invoices are attached, claimed expenses are highlighted (required)

Complete the information requested

1. GRANTEE NAME (AS APPEARS ON GRANT AGREEMENT)		2. GRANT NUMBER (ASSIGNED BY CIWMB)	
3. GRANTEE INVOICE NUMBER (OPTIONAL)		4. PAYMENT REQUEST NUMBER	
5. TYPE OF PAYMENT REQUEST (ATTACH SUPPORTING DOCUMENTATION) <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final		6. AMOUNT REQUESTED \$	
7. Send warrant to:			
GRANTEE NAME (E.G., ORGANIZATION/BUSINESS NAME)			
CONTACT NAME			
ADDRESS			
CITY		STATE	ZIP CODE
8. Certification of completion of General Checklist of Business Permits, Licenses and Filings (CIWMB 669)			
Initial appropriate box:			
<input type="checkbox"/> CIWMB 669 form on file is current and complete			
<input type="checkbox"/> Changes made since last CIWMB 669 form submitted (attach revised CIWMB 669 form)			
<input type="checkbox"/> CIWMB 669 form is not required for this grant cycle			
9. I certify that the above information is correct and that all funds received have been or will be expended in accordance with the approved agreement for California Integrated Waste Management Board (CIWMB) grant funding.			
<i>Print or Type Name of Authorized Signatory (as authorized in resolution)</i>		<i>Title</i>	
<i>Signature of Authorized Signatory (as authorized in resolution)</i>		<i>Date</i>	
CIWMB Staff Use Only			
10. REQUESTED AMOUNT		\$	
11. ADDITIONS OR DEDUCTIONS SUBJECT TO WITHHOLD, (IF ANY)		\$	
12. SUBTOTAL		\$	
13. LESS WITHHOLD (IF APPLICABLE AND AUTHORIZED IN GRANT AGREEMENT)		\$	
14. ADDITIONS OR DEDUCTIONS NOT SUBJECT TO WITHHOLD, (IF ANY)		\$	
15. APPROVED AMOUNT FOR PAYMENT		\$	
16. COMMENTS		17. DATE RECEIVED	
<i>Approval Signature of CIWMB Grant Manager</i>		<i>Date Approved</i>	
<i>Approval Signature of CIWMB Program Manager</i>		<i>Date Approved</i>	

GRANT PAYMENT REQUEST

CIWMB 87 (Rev. 9/05)

Instructions for completing form

SECTION	TITLE	DESCRIPTION
1.	GRANTEE NAME (AS APPEARS ON THE GRANT AGREEMENT)	Organization or business name as it appears on the grant agreement
2.	GRANT NUMBER (ASSIGNED BY CIWMB)	Grant number assigned by the CIWMB as it appears on the grant agreement
3.	GRANTEE INVOICE NUMBER (OPTIONAL)	Number assigned to the payment request form by the Grantee
4.	PAYMENT REQUEST NUMBER	Start with 1 for the first payment request and number all subsequent payment requests consecutively
5.	TYPE OF PAYMENT REQUEST (ATTACH SUPPORTING DOCUMENTATION)	Reimbursement– a typical payment request paid on a reimbursement basis Advance– an advance grant where funds are advanced or must have a letter justifying the request for advancement of funds Final– is the final grant payment request of the project
6.	AMOUNT REQUESTED	Amount being requested for payment
7.	SEND WARRANT TO	Grantee's name, contact name, address, city, state, and zip code as it appears on grant agreement
8.	CERTIFICATION OF COMPLETION OF GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS (CIWMB 669)	Certification by initialing if either; "CIWMB 669 form on file is current and complete" or "Changes made since last CIWMB 669 form submitted (attach revised CIWMB 669 form)" or "CIWMB 669 form is not required for this grant cycle"
9.	CERTIFICATION	Print or type name and title of person authorized in the Resolution/Letter of Authorization included with the Grantee's application The person authorized in the Resolution/Letter of Authorization included with the Grantee's application must sign and date
10.	REQUESTED AMOUNT	Amount requested by the Grantee
11.	ADDITIONS OR DEDUCTIONS SUBJECT TO WITHHOLD, (IF ANY)	Additions or deductions of the requested amount determined by the CIWMB Grant Manager that is subject to the withhold (e.g., Based upon the submitted supporting documents, the Grantee miscalculates the requested amount. The CIWMB Grant Manager will increase or decrease the requested amount to calculate a subtotal amount (line #12) that will be subject to the withhold.)
12.	SUBTOTAL	Total amount subjected to the withhold and calculated by the CIWMB Grant Manager
13.	LESS WITHHOLD, (IF APPLICABLE AND AUTHORIZED IN GRANT AGREEMENT)	Withhold amount authorized in the grant agreement and calculated by the CIWMB Grant Manager
14.	ADDITIONS OR DEDUCTIONS NOT SUBJECT TO WITHHOLD, (IF ANY)	Additions or deductions of the requested amount determined by the CIWMB Grant Manager that is NOT subject to the withhold (i.e., CIWMB Grant Manager would like to increase or decrease the amount paid to the Grantee that is NOT subject to a withhold. For example, at the end of the grant, the manager would like to release the amount being withheld to the Grantee.)
15.	APPROVED AMOUNT FOR PAYMENT	Amount approved for payment by the CIWMB Grant Manager
16.	COMMENTS	Comments about additions, deductions or general comments related to this payment request
17.	DATE RECEIVED	Date payment request was received by the CIWMB

Send grant payment request with supporting documentation (i.e. invoices and proof of payment) to:

California Integrated Waste Management Board
 Attention: (Insert name of assigned CIWMB Grant Manager)
 1001 "I" Street, P.O. Box 4025
 Sacramento, CA 95812-4025

INSTRUCTIONS

Please submit this form or another form with equivalent information when requesting reimbursement for personnel costs.

Grant Number: This is the full number assigned to your grant (found in the upper right corner of your Grant Agreement).

Reporting & Expenditure Category: Indicate the budget category to which the hours are being billed. Use a separate form for each budget category.

Grantee: This is the entity that was awarded the grant as shown on the Grant Agreement.

Employer: Indicate what entity employs the person(s) listed on this form. This will usually be the grantee or a contractor that is implementing all/part of the grantee's program. Use a separate form for each employer.

Task #: Number each task to make it easier to reference.

Name/Classification: Enter the name and classification of the employee.

Date Worked: Indicate every day each employee worked on grant related tasks. List each date separately.

Hours Worked: For each date, indicate how many hours (whole and partial) each employee worked on grant related tasks.

Hourly Rate (w/Benefits): Fill-in the pay rate (including benefits) for each employee.

Total (Hours x Rate): This is the number of hours worked multiplied by the hourly rate.

Activity: Indicate the grant related activity that each employee worked on for each of the dates/hours listed.

Totals: Please total the Hours Worked and Total (Hours x Rate) columns.

Signatures: Forms must be signed by the appropriate supervisor(s). Timesheets submitted for contractor personnel must be signed by a supervisor at the contracted entity and by the authorized signature authority for the grant.

Example:

Task #	Name/Classification	Date Worked	Hours Worked	Hourly Rate (w/benefits)	Total (Hours x Rate)	Activity
1	John Doe Admin. Assistant	8/12/97	2	\$10.00	\$20.00	Develop newspaper ads for Certified Center Kick-off
2	Jane Doe Used Oil Manager	9/19/97	5.5	\$15.00	\$82.50	Staff used oil recycling information booth for Certified Center Kick-off
3	Jane Doe Used Oil Manager	9/20/97	3.25	\$15.00	\$48.75	Respond to requests for used oil information gathered at 9/19/97 event
			Totals:		10.75	\$151.25

STATE OF CALIFORNIA
 California Integrated Waste Management Board (CIWMB)
 CIWMB 74C- (Revised 12/03)

Grant # _____
 Grantee _____

Recycled-Content Certification for CIWMB Grant Programs

Grantees: Review completed form and submit a copy to your CIWMB grant manager as specified in your grant agreement.

Check box if no products, materials, goods, or supplies were purchased with grant funds.

The contractor, vendor, product supplier, bidder, or grantee should complete this form. Complete a row for each product purchased with grant funds. Attach additional sheets if necessary. Information on all products must be included, even if products contain no recycled content material. Product labels and catalog/website descriptions will be accepted as verification of the information provided. **Please see footnotes on the back of this page.**

Product Supplier _____

Date _____

Address _____

Phone _____

Fax _____

E-mail _____

Web site _____

Qty	Unit of Measure	Grant Dollars	Product Manufacturer	Manufacturer product ID #	Product Description	Product Category ¹	Postconsumer Material (Percent) ²	Secondary Material (Percent) ³	Virgin Content (Percent) ⁴	Total Percent ⁵
1,000	1	\$918	New leaf	80# cover	Educational Brochure - Evercrest,paper	PW	50%	50%	0%	100%
2	each	\$60	DGS - Surplus property	#7392	8 foot Folding Table	ST	Used item	%	%	100%
452 tires	5424-lbs*	\$25,000	EMC	SAMPLES	Kid Kushion Playground Safety Tile, purple	TD	100%	%	%	100%
		\$					%	%	%	100%
		\$					%	%	%	100%
		\$					%	%	%	100%
		\$					%	%	%	100%
		Total:								
		\$								

*12 pounds = 1 tire

Public Contract Code (PCC) sections 10233, 10308.5, & 10354: All vendors and contractors are required to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold. PCC 12213 and 12205(a): State agencies must require all suppliers to certify the recycled content of all products offered or sold to the State.

Tire grants only: Please check this box to certify under penalty of perjury that the material provided to the above named grantee is manufactured from 100% California waste tire rubber. I understand that if an audit discloses the use of non-California waste tire rubber, the CIWMB may request reimbursement from the above named product supplier/contractor for the tire rubber material costs.

Print name of person completing form _____

Title _____

Agency/Company _____

Signature of person completing form _____

Footnotes

1. **Product category** refers to the title given to each of the product categories (see list to the right). For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, enter "N/A."** Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone systems, printers, copiers, and fax machines.
2. **Postconsumer material** comes from products that were bought by consumers, used, and then recycled. For example, a newspaper that has been purchased and read, then recycled, and used to make another product would be postconsumer material.
3. **Secondary material** consists of fragments of finished products of a manufacturing process. Examples of secondary material include paper trimmed from an oversized roll in the printing plant or a rough edge trimmed from a molded plastic product. These excess materials are recycled prior to the finished product reaching a consumer. Therefore, that material would be secondary material (also referred to as preconsumer or postindustrial material) as opposed to postconsumer material.
Example: If copy paper contains 20 percent postconsumer material, the remainder is virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contains 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.

4. **Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer.

5. **Total percent** is the sum of the Postconsumer Material column, Secondary Material column, and Virgin Material column. It must equal 100 percent.

Note: If the product is a used, refurbished or remanufactured product, such as a remanufactured toner cartridge or a retread tire, include this information in the product description column, but do not complete the postconsumer material, secondary material, and virgin material columns. The recycled content requirement for these products has been met because they are being reused rather than disposed of once their life cycle (as a consumer item) is complete.

For more information, please visit www.cjwmb.ca.gov/BuyRecycled/.

To locate recycled-content products search: www.cjwmb.ca.gov/rep.

Product category	State's minimum recycled-content requirements
AF - Antifreeze engine coolant added to radiator water in cars, trucks, and many other types of engines	70% PC
CO - Compost and co-compost landscaping materials, erosion control, weed control, decomposed organic yard, or food materials	50% TR 10% PC
GL - Glass Products windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets	50% TR 10% PC
LO - Lubricating Oils motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock for tractors, vehicles, cars, trucks, and buses	70% PC
PT - Paint latex paint, interior/exterior, maintenance	50% PC
PP - Paper Products paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, and containers	50% TR 10% PC
PL - Plastic Products toner cartridges, blank diskettes and CDs, carpet, office products, plastic lumber, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, and binders	50% TR 10% PC
PW - Printing and Writing Paper xerographic and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock	30% PC
SO - Solvents heavy printer cleaner, auto degreaser, parts cleaner	70% PC
ST - Steel Products automobiles, vehicles, staplers, paper clips, furniture, scissors, pipe, and shelving. Steel products made in North America, Europe, and Japan meet SABRC requirements; thus, complete only Dollars, Product Description, and Product Category.	25% TR 10% PC
TD - Tire-Derived Products flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, and posts	50% PC
TI - Tires passenger, truck, bus, and equipment tires. For retread tires indicate "retread" in the product description column, but do not complete postconsumer, secondary, and virgin material columns	50% TR 10% PC

TR = total recycled content PC = postconsumer

GENERAL CHECKLIST OF BUSINESS PERMITS, LICENS

GRANT APPLICANT/GRANTEE NAME		
GRANT NAME AND CYCLE	GRANT NUMBER	DATE SUBMITTED/UPDATED

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
□	□	Authority to Construct/Permit to Operate
□	□	Building Construction Permit
□	□	Business License
□	□	Fictitious Business Name Filing
□	□	Land Use Permit/Zoning Clearance/Conditional Use Permit
□	□	Permit By Rule (PBR) for Permanent HHW Facilities or Temporary Collection Events
□	□	Waste Hauler Permit
STATE PERMITS, LICENSES & FILINGS		
□	□	Antifreeze, Battery, Oil & Paint (ABOP) Notification
□	□	Corporate, Company or Partnership Filings
□	□	Hazardous Waste Haulers Permit
□	□	Industrial Activities Storm Water General Permit
□	□	Non-Profit Organization 501 (C) (3)
□	□	Prop. 65 Safe Drinking Water & Toxic Enforcement Act
□	□	Solid Waste Facilities Permit
□	□	State EPA Identification Number
□	□	Waste and Used Tire Hauler Registration
□	□	Waste Discharge Requirements
□	□	Waste Tire Facilities Permit
FEDERAL PERMITS, LICENSES & FILINGS		
□	□	US EPA – Identification Number
□	□	US EPA – NPDES and/or NSR Permits
OTHER PERMITS, LICENSES & FILINGS		
□	□	
□	□	
□	□	
□	□	
□	□	

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

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 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: _____ on _____
City and State Date

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

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

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.

Exhibit C: Work Plan and Budget – REVISED 3.8.06**Criterion #4: Work Plan (10 points)**

Note: all revisions are highlighted

Task #	Description of Activity	Who is Performing: Staff or Contractor	Start Date	End Date	Rate	Units	hours	Cost
Task #1 Publicity and Community Resource Development								
Task 1.1	Develop list of potential school sites	Staff	2/1/06	2/3/06	\$40.00		24	\$ 960
Task 1.2	Develop list of potential manufacturers	Staff	2/6/06	2/8/06	\$40.00		24	\$ 960
Task 1.3	Develop list of potential Restaurants	Staff	2/9/06	2/13/06	\$40.00		24	\$ 960
Task 1.4	Develop flier for program introduction	Nonprofit	2/14/06	2/16/06	\$16.85		24	\$ 404
Task 1.5	Print flier -In house	Nonprofit	2/17/06	2/20/06	\$0.15	2000		\$ 300
Task 1.6	Majl flier	Nonprofit	2/21/06	2/22/06	\$ 0.39	2000		\$ 780
Task 1.7	School outreach and sign up (max. of 20)	Nonprofit	2/23/06	3/8/06	\$16.85		80	\$ 1,348
Task 1.8	Manufacturers and business outreach, interviews and scheduling	Nonprofit	3/9/06	4/5/06	\$16.85		80	\$ 1,348

Task #2 School Programs

Task 2.1	Meet with contracted schools for program introduction	Nonprofit	4/6/06	5/24/06	\$25.00		240	\$ 6,000
Task 2.2	Reusable bags for on site student collection of materials	Nonprofit	4/6/06	4/6/06	\$ 0.20	12000	0	\$ 2,400
Task 2.3	On-site School deliveries	Nonprofit	9/10/07	5/26/08	\$ 16.85		1200	\$ 20,220

Professional Development Educator**Task #3 Workshops**

Task 3.1	Workshop 1 preparation	Nonprofit	4/12/06	4/14/06	\$41.85		40	\$ 1,674
Task 3.2	Workshop 1	Nonprofit	4/15/06	4/15/06	\$41.85		8	\$ 335
Task 3.3	Workshop 2 preparation	Nonprofit	9/27/06	9/28/06	\$41.85		16	\$ 670
Task 3.4	Workshop 2	Nonprofit	9/29/06	9/29/06	\$41.85		8	\$ 335
Task 3.3	Workshop 2 preparation	Nonprofit	2/1/07	2/2/07	\$41.85		16	\$ 670
Task 3.4	Workshop 2	Nonprofit	2/3/07	2/3/07	\$41.85		8	\$ 335

Reuse Assistance Grants-Fiscal Year 2005/2006 Offering

Task #	Description of Activity	Who is Performing: Staff or Contractor	Start Date	End Date	Rate	Units	hours	Cost
Reuse Collection Program								
Task #4	Reuse Collection Program							
Task 4.1	Material pickup	Nonprofit	4/7/06	6/8/07	\$14.00		480	\$ 6,720
Van for Pick up and Delivery of Reuse Materials								
Task #5	Van for Pick up and Delivery of Reuse Materials							
Task 5.1	Purchase 10ft Chevy Step Van	Nonprofit	2/1/06	2/7/06	\$5,995	1	0	\$ 5,995
Task 5.2	Truck tax and license	Nonprofit	2/7/06	2/7/06	\$ 983	1	0	\$ 983
Task 5.3	Auto Insurance	Nonprofit	2/7/06	2/7/06	\$4,895	1	0	\$ 4,895
Task 5.4	Veggie oil conversion	Nonprofit	2/8/06	2/28/06	\$2,816	1	0	\$ 2,816
Task 5.5	Install fixtures	Nonprofit	3/1/06	3/14/06	\$1,226	1	0	\$ 1,226
Task 5.6	Purchase truck graphics	Nonprofit	3/15/06	3/15/06	\$1,035	1	0	\$ 1,035
Task 5.7	Veggi oil - filtered on site	Nonprofit	3/15/06	6/30/07	\$ 0.10	520	0	\$ 52
Task 5.8	Maintenance (\$.10/mile - 7800 miles for the contract period)	Nonprofit	4/1/06	6/30/07	\$ 0.10	7800	0	\$ 780
Task #6 Program Administration								
Task 6.1	Accounting and reuse record keeping	Nonprofit	3/31/06	6/15/07	\$16.50		272	\$ 4,488
Task 6.2	Reuse material management	Nonprofit	3/31/06	6/15/07	\$14.00		272	\$ 3,808
Task #7 Grant Administration								
Task 7.1	Manage funds, track progress, record keeping (monthly)	Staff	2/3/06	6/2/06	\$40.00		40	\$ 1,600
Task 7.2	Submit progress reports	Staff	2/3/06	2/6/06	\$40.00		16	\$ 640
Task 7.3	Final reporting	Staff	7/3/06	7/4/06	\$40.00		8	\$ 320
GIWMB Reuse Grant Funds: Trash for Teaching (Nonprofit)						Total Grant Funds:		\$49,769
Matching Funds: City of Torrance - Public Works (TPW)						Total Matching Funds:		\$25,287
						Total Project Cost:		\$75,056

Reliable Contractor Declaration

This form must be completed and submitted to the California Integrated Waste Management Board (CIWMB) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CIWMB's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to the CIWMB a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page for a listing of events, or refer to www.ciwmb.ca.gov/Regulations/Title14/.

Please return the completed form(s) to:

California Integrated Waste Management Board
Name of your Grant Program
Attn: Name of your Grant Manager
P.O. Box 4025
Sacramento, CA 95812-4025

Grantee Information (Please Print)

Grantee Name: _____

Primary Contact: _____

Contractor Information (Please Print)

Contractor Name: _____

Mailing Address: _____

Authorized Contractor Representative: _____

As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California 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 above identified contractor.

Signature: _____

Date: _____

Title 14 CCR, Division 7, Chapter 1

Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees

Section 17050. Grounds for Placement on Unreliable List

The following are grounds for a finding that a contractor, any subcontractor that provides services for a board agreement, grantee or borrower is unreliable and should be placed on the board's Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to the board due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a board loan, as evidenced by written notice from board staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by the board; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the board contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous board contract, any subcontract for a board agreement, grant, or loan, resulting in termination of the board contract, subcontract, grant or loan by the board or prime contractor; or
- (g) Placement on the board's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any board contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by the Board to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

Completion Checklist for Reuse Assistance Grant Progress Reports and Payment Requests

Progress Report includes:

- A detailed description, under each funded budget category (task), of all work completed until now. Any problems or special situations encountered are described.
- An indication of the state of completion (percentage) of **all** tasks listed in the Work Statement. If a task has yet to begin, an estimated start date is provided.
- A quantifying measure of the results of the project (e.g., tons of material diverted through reuse, dollars saved/made, people served and/or educated, etc.).
- A discussion of anticipated accomplishments for the next reporting period.
- One (1) copy of all final public education, advertising, or promotional materials produced, purchased and/or distributed with grant funds. (The CIWMB grant manager approved these before they were produced, purchased and/or distributed.)
- An updated, completed, and signed General Checklist of Business Permits, Licenses, and Filings: CIWMB 669, if applicable.
 - If changes have occurred since the last submittal, initial Item 8 on the Grant Payment Request Form, "Changes made since last checklist submitted", and attach the updated form.
 - If nothing has changed since the last submittal, initial Item 8 on the Grant Payment Request Form, "Form on file is current and complete".
- A completed and signed Reliable Contractor Declaration: CIWMB 168 if this hasn't been submitted yet. This is submitted prior to any contracting work being done.

Payment Request includes:

- Grant Payment Request Form: CIWMB 87.
- Recycled Content Certification Form: CIWMB 74G (this is completed and submitted whether or not materials or products were procured with grant funds).
- Personnel Expenditure Summary: CIWMB 165, if requesting reimbursement for staff/volunteer time, or using staff/volunteer time as part of the matching contribution. The information for the Personnel Expenditure Summary indicates each task number and the cost associated with it, as reflected in the Budget.
- Travel Log Form, if requesting reimbursement for travel expenses or documenting matching contribution.
- A copy of all invoices. The claimed expenses are highlighted and each applicable task number is indicated on each invoice.
- A detailed payment request itemization for the grant funds and matching contribution expended.
- The Progress Report and Payment Request are submitted by the due date.

All forms must have original signatures and may be downloaded at:
www.ciwmb.ca.gov/reuse/Grants/