

AGREEMENT FOR SERVICES #564-S0810

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and the Snowline Hospice Placerville Thrift Store, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 455 Placerville Road, Placerville, CA 95667 (hereinafter referred to as "Placerville Thrift Store");

WITNESSETH

WHEREAS, County has received a Reuse Assistance Grant – (RU11-07-0006) (hereinafter referred to as "Grant") from the California Integrated Waste Management Board (hereinafter referred to as the "CIWMB") to assist with the refurbishing of furniture, appliances and computers, by the purchasing of used vehicle(s) and hiring of driver(s) which will allow for the collection of more reusable materials; and

WHEREAS, the increase in the refurbishing of furniture, appliances, and computers will benefit the County by decreasing the amount of garbage going to the landfill thereby increasing diversion from landfill disposal in El Dorado County;

WHEREAS, Placerville Thrift Store currently operates a thrift store with a reuse and refurbishing operation, and the County has identified Placerville Thrift Store as a worthy contractor in this grant effort; and

WHEREAS, Placerville Thrift Store has represented to County that it is specially trained, experienced, expert and competent to perform the specialized services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such specialized services be in conformity with all applicable federal, state and local laws; and

WHEREAS, it is the intent of the County to fund the specialized services from grant revenues realized by the County from the CIWMB, and to provide additional matching funds outside of grant revenues,

NOW, THEREFORE, Placerville Thrift Store and County mutually agree as follows:

ARTICLE I

Scope of Services:

- A. The County, thru Grant and County matching funds, will provide funding to the Placerville Thrift Store, to enable Placerville Thrift Store to more effectively conduct the refurbishing of furniture, appliances, and computers, by the purchasing of vehicle(s), hiring of driver(s), and increasing publicity of this service to residents in El Dorado County.
- B. The Placerville Thrift Store will provide all labor and materials to refurbish said materials. The vehicle(s) to be purchased will be used to assist with the following:
 - Increasing the number of residential pickups,
 - Increasing the amount of materials for reuse,
 - Allowing those in the community, such as the elderly who can no longer drive, have an option to recycle their items instead of just disposing of them in the garbage,
 - El Dorado County continuing to maintain at least a 50% diversion rate.
- C. Placerville Thrift Store shall abide by all requirements in accordance with Exhibit "A," marked "Terms and Conditions Reuse Grant Program Fiscal Year 2007-2008 (Cycle 11)," incorporated herein and made by reference a part hereof.
- D. The parties shall comply with the terms and conditions of Exhibit "B" marked "Administrative Procedures and Requirements Reuse Assistance Grant Program Fiscal Year 2007-2008 (Cycle 11)" which delineates how grant funds and matching funds will be used.
- E. The grant tasks to be performed by the County and the tasks to be performed by Placerville Thrift Store are delineated on Exhibit "C" marked "Budget Workplan RU11-07-006". The County will be responsible for managing grant funds and performing all required grant reporting to the CIWMB. It will be the responsibility of the County, in cooperation with Placerville Thrift Store, to assure that the use of grant funds is in accordance with the approved Budget Workplan (Exhibit C).
- F. The Placerville Thrift Store is required to cooperate fully in providing all necessary information and support for the County to meet all grant funding and reporting requirements.
- G. All newspaper advertisements, brochures, and other print materials to be purchased with grant funds shall receive approval from the California Integrated Waste Management Board grant manager prior to publication. Placerville Thrift Store shall be responsible to provide the final drafts of such materials to the County, who shall submit the materials to the grant manager for approval. All print materials shall state "Funding provided by the California Integrated Waste Management Board" and include the CIWMB's logo.
- H. All print materials shall be printed on recycled paper (contains at least 50% by weight post-consumer and secondary material, with at least ten percent (10 %) of the total weight

consisting of post-consumer material). Documentation of the recycled content shall be submitted to the County on a quarterly basis.

ARTICLE II

Term: Term of this Agreement shall become effective on January 15, 2008 and grant activity shall expire on October 31, 2009.

ARTICLE III

Compensation for Services

- A. Placerville Thrift Store shall submit an invoice to the County on a quarterly basis. The invoice shall be accompanied by the following:
- Documentation of the expenditures (e.g. receipts, time cards, cancelled checks),
 - Copies of print materials published during the quarter,
 - Documentation of recycled content of these materials,
 - Documentation of all matching funds expended during the quarter (e.g. receipts, time cards, cancelled checks),
 - Documentation of the waste diversion by Placerville Thrift Store during the quarter (estimated tonnage).
- B. Only expenditures incurred by Placerville Thrift Store in the direct performance of this Agreement and the terms of the Grant will be reimbursed by the County. Allowable expenditures are specifically established in Exhibit "C" Budget Workplan.
- C. County shall reimburse Placerville Thrift Store for activities described in ARTICLE I, Scope of Services, within forty-five days following County's receipt and approval of the invoices.
- D. The total payment under this Agreement to Placerville Thrift Store shall NOT EXCEED Forty-Nine Thousand Nine Hundred Dollars (\$49,900.00). The total Grant funds available to the Contractor under this Agreement shall not exceed Forty-Nine Thousand Nine Hundred Dollars (\$49,900). The total amount of County matching funds available to the Contractor under this agreement shall not exceed Four Thousand One Hundred Seventy-Eight Dollars (\$4,178.00). The total amount of Placerville Thrift Store Matching Funds under this Agreement will be Thirty-Four Thousand Four Hundred Eighty-Nine Dollars (\$34,489.00). Under no circumstances shall County be held responsible for any shortage in Grant funds nor shall County be obligated to increase the amount of matching funds under this agreement to compensate Contractor for any decrease or shortfall in Grant funds.
- E. 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 County may take appropriate action under this agreement and require that the Placerville Thrift Store reimburse to County all grant funds as may be required to be returned to CIWMB.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Real and Personal Property Acquired with Grant Funds: 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. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of the CIWMB.

ARTICLE VI

Non-Allocation of Funds: The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the Placerville Thrift Store thirty (30) days prior written notice.

ARTICLE VII

Unexpended Surplus: Upon termination of the Agreement, County shall no longer be expected to reimburse the Placerville Thrift Store for tasks undertaken to implement the tasks of the grant, as outlined in Exhibit "C" Budget Workplan.

ARTICLE VIII

Records and Audit: Placerville Thrift Store shall maintain complete financial records for a minimum of three (3) fiscal years after the termination of this Agreement that clearly reflect the costs of services for which compensation is received under this Agreement. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services. All such records shall be available for inspection by the County, through its authorized representatives, at reasonable times during normal business hours. In addition, Placerville Thrift Store agrees to extend to the County Agreement Administrator or his/her designee the right to review and investigate record and program procedures.

ARTICLE IX

Cooperation with County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff.

ARTICLE X

Assignment and Delegation: Placerville Thrift Store is engaged by County for their unique qualifications and skills as well as those of their personnel. Placerville Thrift Store shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XI

Independent Contractor/Liability: Placerville Thrift Store is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Placerville Thrift Store exclusively assumes responsibility for acts of its employees, associates, and subdivisions, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Placerville Thrift Store shall be responsible for performing the work under this Agreement in a safe, professional, skillful and worker-like manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Placerville Thrift Store, its employees, or third parties.

ARTICLE XII

Fiscal Consideration: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Environmental Management Department
2850 Fairlane Ct.
Placerville, CA 95667
ATTN: Gerri Silva, Director

Or to such other location as the County directs.

Notices to Placerville Thrift Store shall be addressed as follows:

El Dorado County
Placerville Thrift Store, Inc.
455 Placerville Road
Placerville, CA 95667
ATTN: Ravel Buckley, Manager Placerville Thrift Store

Or to such other location as Snowline Hospice directs.

ARTICLE XIV

Indemnity: The Placerville Thrift Store shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Placerville Thrift Store's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Placerville Thrift Store, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited by statute. This duty of Placerville Thrift Store to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A.** Full Worker's Compensation and Employer Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B.** Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined a single limit per occurrence for bodily injury and property damage.
- C.** Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D.** In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is not required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

- E.** Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F.** The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through a partial or total self-insurance likewise acceptable to the Risk Management Division.
- G.** Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to a said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of a term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such events.
- H.** The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insures coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additionally insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers compensation and professional liability insurance policies.
- I.** The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J.** Any deductibles or self-insured retention must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K.** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L.** The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificates of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Placerville Thrift Store under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Placerville Thrift Store: Placerville Thrift Store covenants that Placerville Thrift Store or any official or employee thereof, presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other Agreement connected with or directly affected by the services to be performed by this Agreement; or 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Placerville Thrift Store further covenants that in the performance of this Agreement no person having any such interest shall be employed by Placerville Thrift Store.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Contractors or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Placerville Thrift Store waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering the Agreement is Gerri Silva, Environmental Management Director or her successor.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by

law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

Entire Agreement: This document and the attached exhibits are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreement or understandings.

REQUESTING DEPARTMENT CONCURRENCE:

By: Gerri Silva Dated: January 9, 2008
Gerri Silva,
Environmental Management Director

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first below written.

--COUNTY OF EL DORADO--

Dated: _____

By: _____

**Chairman
Board of Supervisors**

ATTEST:

Dated: _____

By: _____
**CINDY KECK, Clerk of the
Board of Supervisors**

--SNOWLINE HOSPICE PLACERVILLE THRIFT STORE--

Dated: 1/9/08

By: Jeff Henderson
Jeff Henderson
Executive Director

ATTEST:

Dated: 1/9/08

By: Marta Moreno
Marta Moreno
Director of Finance

EXHIBIT A
TERMS AND CONDITIONS

Reuse Grant Program
Fiscal Year 2007-2008 (Cycle 11)

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

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

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

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Reuse 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. |
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| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB." |
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| 3. AIR OR WATER POLLUTION VIOLATION | Under the State laws, the Grantee shall not be: <ol style="list-style-type: none">a. <u>In violation of any order or resolution not subject to review promulgated by</u> |

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.
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4. AMENDMENT

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

5. AMERICANS WITH DISABILITIES ACT

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

6. ANTITRUST CLAIMS

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

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

10. AVAILABILITY OF FUNDS

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

11. CHILD SUPPORT COMPLIANCE ACT

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

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

All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B-Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process, or to require and maintain on file a written justification for any exceptions thereto, when contracting for services required under this Agreement.

14. COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

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

**15. 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 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.

The Grantee and, if applicable, the Contractor, shall incorporate the Terms and Conditions – Exhibit A, and the Procedures and Requirements – Exhibit B, of the Agreement into any and all contracts and subcontracts entered into to fulfill any task(s) associated with this Agreement. However, 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. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, the CIWMB shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to the CIWMB pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of the
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CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

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

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

**21. DISCLAIMER OF
WARRANTY**

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

**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.
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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
WORKPLACE
CERTIFICATION**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for
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| | <p>violations.</p> <p>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.</p> <p>c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.</p> |
| 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, 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> <p>a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or</p> <p>b. Cleanup of the environment; or</p> <p>c. Enforcement of solid waste statutes and regulations, as applicable.</p> <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <p>a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or</p> <p>b. The cleanup of the environment; or</p> <p>c. The enforcement of solid waste statutes and regulations, as applicable.</p> |
| 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. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES** The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
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- 33. GRANTEE ACCOUNTABILITY** The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB.
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- 34. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE** The Grantee agrees to indemnify, defend and save harmless the State and the CIWMB, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
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- 35. GRANTEE'S 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.
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- 36. 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.)
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- 37. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY** The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CIWMB.
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- 38. NON-DISCRIMINATION CLAUSE**
- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code §§ 12900 et seq.
 - b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (Government Code § 12990(a-f)) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)
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**39. 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.

40. PATENTS

The Grantee assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Such assignment shall include assignment of any patents registered with the United States Patent and Trademark Office. Grantee further agrees to cooperate with and assist the CIWMB in the preparation of any patent application. Under certain unusual and very limited circumstance, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

41. 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. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the CIWMB's ten percent (10%) retention policy.
 - e. Lodgings, Meals and Incidentals: 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 Grantee receives a Notice to Proceed as described in Exhibit B- Procedures and Requirements.
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42. 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.

43. PERSONNEL COSTS

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

44. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

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

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.doc.

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- 46. 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.
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- 47. RECYCLED-CONTENT PRODUCT PROCUREMENT** In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.
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- 48. 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.
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- 49. 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.
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- 50. 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.
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- 51. 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.
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- 52. 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.
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- 53. SITE ACCESS** The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
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- 54. 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.
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- 55. 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
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corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

56. TERMINATION FOR CAUSE

The CIWMB may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to the CIWMB's ten percent (10%) retention policy.

57. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

58. TOLLING OF STATUTE OF LIMITATIONS

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

59. UNION ORGANIZING

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

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

60. 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.

**61. 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 the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
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**62. 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.

63. WORK PRODUCTS

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

**64. 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

ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

Reuse Assistance Grants Program Fiscal Year 2007-2008 (Cycle 11)

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. All internal or public education materials, promotional materials, posters, flyers and brochures, etc. must be printed on 100% postconsumer or recycled-content paper, unless 100% postconsumer or recycled-content paper is not appropriate for the specific item, in which case the highest percentage of recycled-content that is available and appropriate must be used.

ELIGIBLE PROJECT COSTS

Grant monies only fund expenses incurred after issuance of the Notice to Proceed and prior to November 30, 2010, 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 and must be accounted for just as grant funds.

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

Reuse Assistance Grant (RU 11) – Fiscal Year 2007/2008

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.

- 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, the reimbursable mileage rate may not exceed \$0.48.5 cents per mile. Transportation must be the most economical when 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 unless located in an authorized region listed in the *California State Administrative Manual*; 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) |

- Rent expenses reimbursed through grant funds may only be reimbursed through the overhead and indirect costs category (administrative costs). All administrative costs must be approved in the budget, directly relate to the grant, and not be over the five percent (5%) maximum of the total amount awarded. Rent reimbursement is based upon the percentage of the building that is proportional to reuse efforts and specific to this grant. Please note reimbursement for rent expenses will only be reimbursed up to the five percent (5%) (cap/limit) per total amount approved for each payment request.
- Overhead and indirect costs of up to five percent (5%) must be approved for payment and supported by a cost allocation plan;
- Expenses related to preparing reporting documents and payment requests are eligible for reimbursement through grant funds and matching funds under the administrative costs category; maximum five percent (5%) of the total amount awarded. The maximum amount that can be reimbursed through grant funds or accounted for through matching funds for reporting and payment requests is up to 120 hours.

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;

Reuse Assistance Grant (RU 11) – Fiscal Year 2007/2008

- Overtime costs (except for local public agency staff during specially scheduled evening or weekend events occurring outside the staff's normal work schedule that is pre-approved in writing by the CIWMB's Grant Manager, when law or labor contract requires overtime compensation);
- Out-of-state travel;
- Matching funds and grant funds not accounted for with supporting documentation;
- Rent or lease expenses that are above the five percent (5%) administrative cap (i.e. maximum of five percent (5%) of total amount awarded).
- 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 awarded to the Grantee;
- Overhead and indirect costs above five percent (5%) of the amount approved for payment;
- Overhead and indirect costs of five percent (5%) or less of the amount approved for payment not included in a cost allocation plan;
- Rent or lease expenses above the five percent (5%) administrative cap (i.e. maximum of five percent (5%) of total amount approved for payment);
- 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:

- March 13, 2008: (covering the period from the start date of the project through February 29, 2008)
- October 16, 2008: (covering the period from March 1, 2008 through September 30, 2008)
- May 15, 2009: (covering the period from September 30, 2008 through April 30, 2009)
- November 15, 2009: (covering the period from May 1, 2008 through October 31, 2009)
- January 28, 2010: (Final report - covering the entire grant period paying special attention to the last three months.)

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 to the Grant Agreement); 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.)

Reuse Assistance Grant (RU 11) – Fiscal Year 2007/2008

- An updated, completed, and signed *General Checklist of Business Permits, Licenses and Filings Form (CIWMB 669) (Attachment G)*, 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 on or before, January 28, 2010 and all grant funds must be expended before November 30, 2009 in order to be reimbursable. The final report must be prepared in the same format as a progress report and must 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 (in tons) 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.
- 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 appropriate CIWMB 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).]

Reuse Assistance Grant (RU 11) – Fiscal Year 2007/2008

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 grant funds or matching funds 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.
 - 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.
 - 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/.

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 grant and matching fund 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 and, where appropriate, its copyright ownership (e.g., "Funding provided by a Grant from the California Integrated Waste Management Board. Zero Waste – You Make It Happen! © {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB.") 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-13A
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 January 28, 2010 may result in rejection of the Payment Request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.** The ten percent (10%) withhold is eligible for release 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 general information that is required. Each task listed in the Work Plan must be included in the progress report, even if no work has begun on the task. It may be appropriate for the Grantee to provide more information on each task than what has been shown here due to space constraints.

Refer to Exhibit B, page 3, for details required in the progress report.

City of Pristineville
Grant No. RU11-05-0000
Progress Report
(Fictitious Dates) July 1, 2007 through May 31, 2008

(As indicated on our Work Plan, 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 Funds)

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 (Grant Funds)

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.

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

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.

Reuse Assistance Grant (RU 11) – Fiscal Year 2007/2008

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 (Grant Funds)

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 (Grant Funds)

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 2008.

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

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 2008 and to be completed by December 2008.

Submitted by John Smith, Reuse Coordinator
March 5, 2008

ATTACHMENT B

**SAMPLE PAYMENT REQUEST ITEMIZATION
OF EXPENDITURES BY BUDGET CATEGORY**

**City of Pristineville, Grant No. RU11-05-0000
Progress Report
July 1, 2007 through May 31, 2008**

| 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)

ATTACHMENT C

SAMPLE GRANT PAYMENT REQUEST
(CIWMB 87 -- www.ciwmb.ca.gov/Grants/Forms/CIWMB087.pdf)

| | | | |
|--|--|--|----------|
| STATE OF CALIFORNIA GRANT PAYMENT REQUEST CIWMB 87 (Rev. 9/05) | | CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD | |
| 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. | | | |

1 of 2

ATTACHMENT D

SAMPLE PERSONNEL EXPENDITURE SUMMARY
 (CIWMB 165 -- www.ciwmb.ca.gov/Grants/Forms/CIWMB165.doc)

http://www.ciwmb.ca.gov/Grants/Forms/CIWMB165.doc - Microsoft Internet Explorer provided by Provided by CIWMB

STATE OF CALIFORNIA
 CIWMB 165 (Rev. 09/03)

CALIFORNIA INTEGRATED WASTE
 MANAGEMENT BOARD

PERSONNEL EXPENDITURE SUMMARY

| GRANT NUMBER | REPORTING & EXPENDITURE CATEGORY | GRANTEES | EMPLOYERS |
|--------------|----------------------------------|----------|-----------|
|--------------|----------------------------------|----------|-----------|

| Task # | Name/Classification | Date Worked | Hours Worked | Hourly Rate (w/benefits) | Total (Hours x Rate) | Activity |
|--------|---------------------|-------------|--------------|--------------------------|----------------------|----------|
| | | | | | | |

ATTACHMENT E

SAMPLE TRAVEL EXPENSE LOG
 (www.ciwmb.ca.gov/Grants/Forms/Travel.xls)

http://www.ciwmb.ca.gov/Grants/Forms/Travel.xls - Microsoft Internet Explorer provided by Provided by CIWMB

K9

Example of Completed TRAVEL EXPENSE LOG

| | | | | | | | | |
|------------------------|--------------|--|-------------------|-------------------------|----------|----------|-----------------------|--|
| Jane Broccoli | | UBGX-XX-1125-59 | Personnel / Other | | | | G | |
| NAME | | GRANT NUMBER | BUDGET CATEGORY | | | | J | |
| Purpose of trip(s): | | To attend the 2-day HHW Information Exchange at Anytown, CA on Apr | | | | | | |
| Date/Time | | Place of Departure and Destination | Per Diem | | | | Transportation | |
| Depart | Return | | Lodging** | Breakfast | Lunch | Dinner | Mileage @ \$.34/mile | |
| | | | | | | Miles | Amount | |
| 4/20/99 0700 | | Green County to Anytown | \$ 65.00 | | \$ 10.00 | \$ 18.00 | 100 \$ 34.00 | |
| | 4/21/99 1630 | Return to Green County | | \$ 6.00 | \$ 10.00 | | 100 \$ 34.00 | |
| TOTAL | | | | | | | | |
| SUPERVISOR'S SIGNATURE | | | | GRANTEE SIGNATURE (IF C | | | | |

Sheet1 Sheet2 Sheet3

Start | End | http://w...

ATTACHMENT F

SAMPLE RECYCLED-CONTENT CERTIFICATION FORM (CIWMB 74G)
 (www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.pdf)

http://www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.pdf - Microsoft Internet Explorer provided by Provided by CIWMB

STATE OF CALIFORNIA
 California Integrated Waste Management Board (CIWMB)
 CIWMB HC - (Revised 12/98)

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 | 884 cover | Educational Brochure Evergreen paper | PW | 30% | 10% | 0% | 100% |
| 2 | each | \$91 | DGSE - Surplus property | #7592 | 2 foot Folding Table | ST | Used Item | 0% | 0% | 100% |
| 500 | 5424 kg | \$25,000 | EMC | SAMPLES | Kid Kamboua Performance Safety Tile, purple translucent | TD | 100% | 0% | 0% | 100% |
| | | \$ | | | | | 0% | 0% | 0% | 100% |
| | | \$ | | | | | 0% | 0% | 0% | 100% |
| | | \$ | | | | | 0% | 0% | 0% | 100% |
| | | \$ | | | | | 0% | 0% | 0% | 100% |
| | | \$ | | | | | 0% | 0% | 0% | 100% |
| | | Total: | | | | | | | | |
| | | \$ | | | | | | | | |

¹2 quantity = 1 ton
 Public Contract Code (PCC) sections 10231, 10263.3, & 10251: 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 purchase materials, goods, or services offered/used. PCC 17211 and 17204: These sections have been amended to require the attached statement of all products offered or sold in the State.

1 of 2

ATTACHMENT G

**SAMPLE GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS
FORM (CIWMB 669)
(www.ciwmb.ca.gov/Grants/Forms/CIWMB669.pdf)**

http://www.ciwmb.ca.gov/Grants/Forms/CIWMB669.pdf - Microsoft Internet Explorer provided by Provided by CIWMB

STATE OF CALIFORNIA
CIWMB 669 (2/04)

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS

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 | REGULATOR OR ISSUER |
|--|--|---|------------------------------------|
| | | | LOCAL PERMITS, LICENSES, & FILINGS |
| | | | Air Quality Management District |
| | | | City or County |
| | | | City or County |
| | | | County |
| | | | City or County |
| | | | City, County or Cal/EPA-DTSC |
| | | | City or County |

1 of 2

Exhibit C
Budget Workplan
RU11-07-0006

| EI Dorado Co. Budget & Work Plan -- RU11-07-0006 Original Budget | | | | | | | | |
|---|---|--------------|--------------------|---------------|---------------|---------------|---------------|--------------------|
| Tas | Grant Fund Activity | Dates | Available | GPR #1 | GPR #2 | GPR #3 | GPR #4 | Remaining |
| 1.0 | Purchase of used truck | Sep 3- | \$35,797.00 | | | | | \$35,797.00 |
| 1.1 | Pricing | Nov 07 - | \$316.20 | | | | | \$316.20 |
| 2.1 | Job Ad | Oct 1-7 | \$200.00 | | | | | \$200.00 |
| 2.2 | Interviews | Oct 22- | \$252.96 | | | | | \$252.96 |
| 2.3 | Hire-payroll for grant term (780 hrs @ \$11.32) | Nov 1, | \$8,829.60 | | | | | \$8,829.60 |
| 2.4 | Worker's comp | Nov 07- | \$1,989.27 | | | | | \$1,989.27 |
| 3.2 | Print flyer | Nov 5 | \$2,514.97 | | | | | \$2,514.97 |
| | Total Remaining Funds | | | | | | | \$49,900.00 |
| | Total Grant Funds | | \$49,900.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49,900.00 |
| | Matching Fund Activity | | | | | | | |
| 1.2 | Mileage | Nov 07 - | \$8,000.40 | | | | | \$8,000.40 |
| 2.5 | Hire-payroll for grant term (780 hrs @ \$11.32) | May 1, | \$26,488.80 | | | | | \$26,488.80 |
| 3.1 | Develop store flyer | Oct 1-26 | \$397.32 | | | | | \$397.32 |
| 3.3 | Home & Garden Ad | Mar 08 - | \$592.00 | | | | | \$592.00 |
| 3.4 | Newspaper Ad | Dec 07 - | \$1,896.40 | | | | | \$1,896.40 |
| 4.1 | Managed the funds, project planning, tracking | | \$430.80 | | | | | \$430.80 |
| 4.2 | Process progress reports | | \$861.60 | | | | | \$861.60 |
| | Total Remaining Matching Funds | | | | | | | \$38,667.32 |
| | Total Matching Funds | | \$38,667.32 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$38,667.32 |
| | Completed | | | | | | | |
| | In Progress | | | | | | | |
| | Not Started | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |