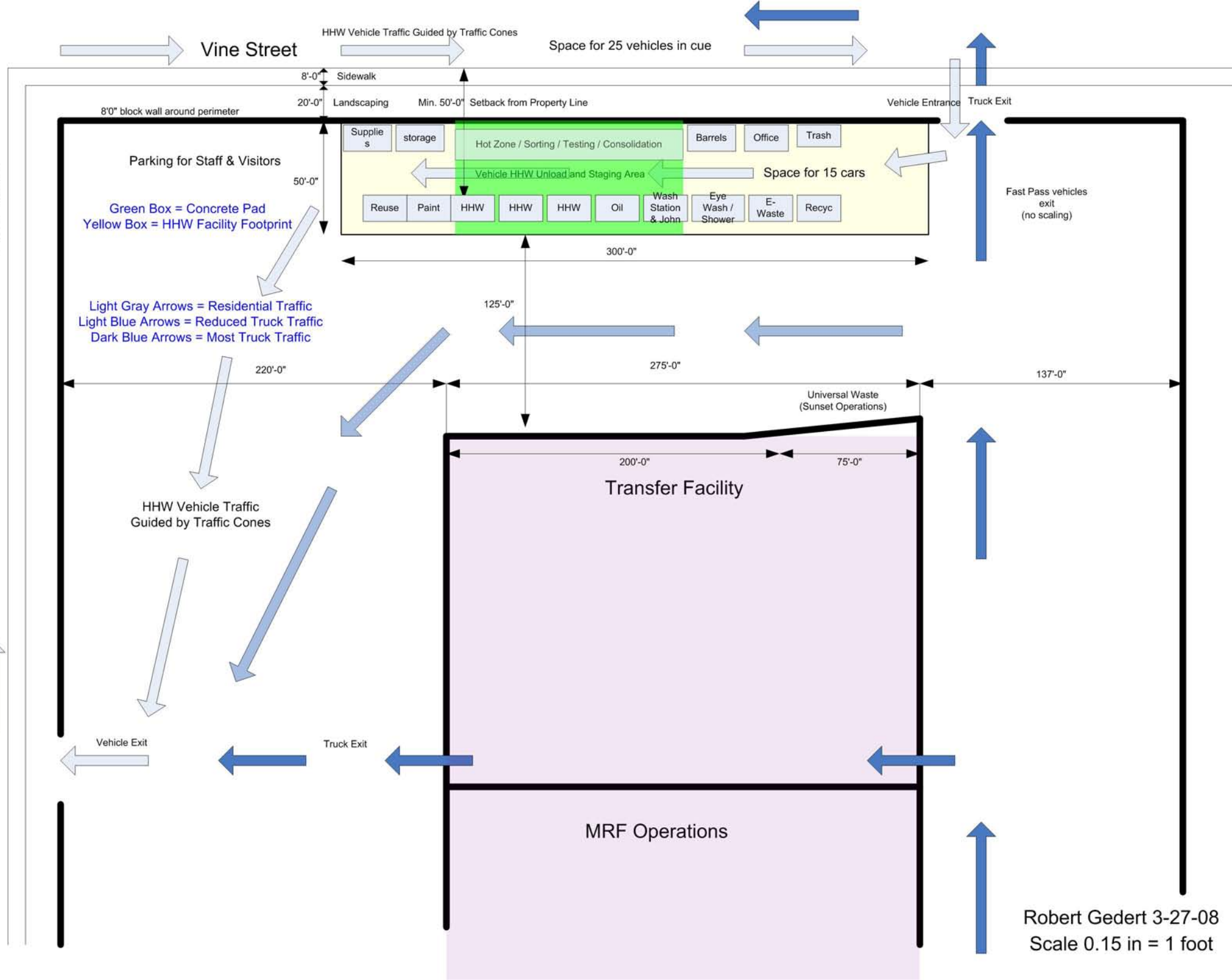


Elm Street



## HHW GRANT

### ACKNOWLEDGEMENTS

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.

### ADVERTISING/PUBLIC EDUCATION

Copyright designation: 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.

### ANTITRUST CLAIMS

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, titles, 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.

### AUDIT/RECORDS ACCESS

The CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The designated representative(s) must be allowed access to such records during normal business hours and allowed interviews of any employees who might reasonably have information related to such records. This is 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.

### CONFLICT OF INTEREST

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

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.

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):

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 and state agency.

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.

#### CONTRACTORS/SUBCONTRACTORS

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. The CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor

#### COPYRIGHTS AND TRADEMARKS

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 shall be assigned to the CIWMB to the extent of legal rights to do so. With respect to all other copyrighted or 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 the Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials.

Contractors and subcontractors shall be required to agree that all such materials shall be the property of CIWMB. 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."

## 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.

## NON-DISCRIMINATION CLAUSE

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.

## 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. Contractors, subcontractors, and vendors shall be required to 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.

## PATENTS

The CIWMB shall be assigned 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.

## RECYCLED-CONTENT CERTIFICATION

The minimum, if not the exact, percentage of postconsumer and secondary material in the products, material, goods, and supplies purchased with grant funds shall be certified. 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](http://www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.doc)

## RECYCLE-CONTENT PAPER

All documents submitted 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.

## RECYCLE-CONTENT PRODUCT PROCUREMENT

To purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content required see [www.ciwmb.ca.gov/BuyRecycled/StateAgency/](http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/) To deviate from this policy, written pre-approval must be requested. It must be documented why RCPs cannot be purchased.

## SITE ACCESS

The State shall be allowed 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.

## SWEATFREE CODE OF CONDUCT

Those contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, declare under penalty of perjury that no apparel, garments or Corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction or exploitation of children in sweatshop labor. Adherence to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov) and Public Contract Code Section 6108 must be declared under penalty of perjury.

## UNRELIABLE LIST

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) shall be submitted to the CIWMB. See [www.ciwmb.ca.gov/Regulations/Title14ch1.htm#ch1a5](http://www.ciwmb.ca.gov/Regulations/Title14ch1.htm#ch1a5). If a contractor is placed on the CIWMB Unreliable List after award of the Grant, the Grantee may be required to terminate that contract.

## LARGE EQUIPMENT CIWMB ACKNOWLEDGEMENT

A CIWMB STICKER (BUMPER STICKER SIZE) THAT DISPLAYS THE STATEMENT "Funded by a grant from the California Integrated Waste Management Board" is required to be affixed to all large pieces of equipment purchased with grant funds.

## RECYCLED CONTENT REQUIREMENTS

The percentage of recycled-content material for products purchased in the product categories listed below must be reported. A separate Recycled-Content Product Certification (RCP) Form (CIWMB 74G) must be used for each supplier. The form can be found at the CIWMB's website at: [www.ciwmb.ca.gov/HHW/Forms/](http://www.ciwmb.ca.gov/HHW/Forms/). Purchases of the following products with grant funds must meet the specific percentages of recycle-content as described on the RCP form.

Paper Products	Printing & Writing Paper	Plastic Products
Compost & Co-Compost	Glass Products	Lubrication Oils
Paint	Solvents	Steele Products
Tires	Tire-Derived Products	

## REQUIREMENTS FOR PUBLICITY AND EDUCATION ITEMS

All items/materials, radio, television, etc., public service announcements or advertisements, as appropriate, must meet the recycled-content product content requirements as set forth in the Terms and Conditions and described in the RCP Form, and must include the following: Acknowledgement of the CIWMB funding and Board's slogan that reads "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste – You Make It Happen!" Use of the initials "CIWMB" within the Acknowledgement is not sufficient. Exception: on small items where space constraints would not allow for this line, or if it would interfere with message. All exceptions must be pre-approved in writing by the CIWMB Grant Manager.

## COPYRIGHT REQUIREMENTS

The following language must appear on any copyrightable material produced with Board funds:

Copyright language: © {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.

Examples of copyrightable material include but are not limited to: CDs and DVDs of audio and/or visual material, Computer Software, Brochures, pamphlets, and reproductions of advertisements designed for distribution.

AGT. 08-008

**GRANT AGREEMENT**

CIWMB 110 (Revised 08/07)

GRANT NUMBER

HD16F-07-2

NAME OF GRANT PROGRAM

20072008 Household Hazardous Waste Discretionary Grants

GRANTEE NAME

Fresno County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$300,000.00

TERM OF GRANT AGREEMENT

FROM: October 1, 2007

TO: March 31, 2010

THIS AGREEMENT is made and entered into on this 20th day of September 2007, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Fresno County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

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

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

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

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

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

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

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By Shirley Evans Deputy

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE NAME (PRINT OR TYPE) Fresno County	
SIGNATURE OF CIWMB'S AUTHORIZED SIGNATORY:  Mark Leary, Executive Director		SIGNATURE OF GRANTEE: (AS AUTHORIZED IN RESOLUTION OR LETTER OF DESIGNEE AUTHORIZATION)  <u>Henry Rios</u>	
DATE	TITLE Chairman, Board of Supervisors (Authorized representative)	DATE	11/17/08
GRANTEE ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 2220 Tulare Street, 6th Floor Fresno, CA 93721			

**CERTIFICATION OF FUNDING**

AMOUNT ENCUMBERED BY THIS AGREEMENT  \$300,000.00	PROGRAM/CATEGORY (CODE AND TITLE) 20072008 Household Hazardous Waste Discretionary Grants		FUND TITLE IWMA Clearing Account
	(OPTIONAL USE)		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	ITEM 3910-101-0387	CHAPTER 171	STATUTE 2007
TOTAL AMOUNT ENCUMBERED TO DATE \$300,000.00	FISCAL YEAR 20072008		
OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-75130-705			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CIWMB ACCOUNTING OFFICER: <u>Janet M. Munn</u>		DATE 10/10/07	





## EXHIBIT A TERMS AND CONDITIONS

### Household Hazardous Waste Grant Infrastructure Grant Fiscal Year 2007/08 (Cycle 16)

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 Household Hazardous Waste Infrastructure Grant Program.
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

#### 1. ACKNOWLEDGEMENTS

The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

#### 2. ADVERTISING/ PUBLIC EDUCATION

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

#### 3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Grantee shall not be:

- a. In violation of any order or resolution not subject to review promulgated by

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the State Air Resources Board or an air pollution control district;

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

**4. AMENDMENT**

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

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**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.)

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**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.

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**7. ASSIGNMENT,  
SUCCESSORS AND  
ASSIGNS**

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

**8. AUDIT/RECORDS  
ACCESS**

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

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

**9. AUTHORIZED  
REPRESENTATIVE**

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

**10. AVAILABILITY OF  
FUNDS**

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

**11. CHILD SUPPORT  
COMPLIANCE ACT**

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

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

**12. COMMUNICATIONS**

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

**13. COMPETITIVE BIDDING**

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

**14. COMPLIANCE**

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

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

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

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**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.

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**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.

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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.

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**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."

**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.

**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

	<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>
<b>25. EFFECTIVENESS OF AGREEMENT</b>	This Agreement is of no force or effect until signed by both parties.
<b>26. ENTIRE AGREEMENT</b>	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.
<b>27. ENVIRONMENTAL JUSTICE</b>	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.
<b>28. EXPATRIATE CORPORATIONS</b>	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.
<b>29. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT</b>	<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>
<b>30. FORCE MAJEURE</b>	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.
<b>31. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED</b>	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

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to the CIWMB any funds improperly expended.

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| 32. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES             | The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.   |
| 33. GRANTEE ACCOUNTABILITY                               | The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB.  |
| 34. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE   | The Grantee agrees to indemnify, defend and save harmless the State and the CIWMB, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.   |
| 35. GRANTEE'S NAME CHANGE                                | A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.   |
| 36. 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.)   |
| 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.   |
| 38. NON-DISCRIMINATION CLAUSE                            | <ul style="list-style-type: none"><li>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.</li><li>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.)</li></ul> |



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

**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.

**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](http://www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.doc).

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.
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 <a href="http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/">www.ciwmb.ca.gov/BuyRecycled/StateAgency/</a> . 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.
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.
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.
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.
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.
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.
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.
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.
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

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](http://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](http://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**

- 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.

**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.

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**EXHIBIT B**  
**PROCEDURES AND REQUIREMENTS**  
**Household Hazardous Waste Grant (16th Cycle) for FY 2007/08**  
**Infrastructure Grant**

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***Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.***

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**Introduction**

The Household Hazardous Waste (HHW) Grant Program is administered through the California Integrated Waste Management Board (CIWMB). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

This document is incorporated by reference, and attached to, the Grant Agreement.

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

**Milestones**

November 2007 (tentative date) Grant Term Begins pending the Notice to Proceed

March 31, 2009 Progress Report Due (Covering activities during 2007 to March 31, 2009)

March 31, 2010 Grant Term Ends

March 31, 2010 Final Report (summary of activity from Notice to Proceed to March 31, 2010)

March 31, 2010 Final Payment Request Due

***No extensions will be granted for submittal of Final Report and Final Payment Request.***

**Failure to submit the Final Report and Final Payment Request, with appropriate documentation by March 31, 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.**

**Questions?**

All communication regarding this grant should be directed to your CIWMB

Where to send  
Reports, Payment  
Requests, etc.

Grant Manager. To find the name and telephone number of your CIWMB Grant Manager, refer to [www.ciwmb.ca.gov/HHW/Grants/Contacts.htm](http://www.ciwmb.ca.gov/HHW/Grants/Contacts.htm).

You may also call the main office number at (916) 341-6457.

Send your Reports, Payment Requests, and all other written correspondence to your CIWMB Grant Manager's attention at:

California Integrated Waste Management Board  
Sustainability Division

MS #9A

P.O. Box 4025, 1001 "I" Street

Sacramento, CA 95812-4025

Attn: (your Grant Manager's name)

Eligible Costs

All expenditures must be only for activities, products, and costs included in the approved Work Plan (Exhibit C) and approved Budget (Exhibit D), and **must be incurred, services provided and goods received, after receiving Notice to Proceed and before the end of the Grant Term.**

Any proposed revisions to the Work Plan and/or Budget must be submitted and pre-approved **in writing** by the CIWMB Grant Manager prior to Grantee incurring the proposed expenditures. Eligible costs include, but are not limited to, the following:

- Design of Permanent Household Hazardous Waste Collection Facilities (PHHWCF) including facility planning, site analysis, conceptual design and the local approval process;
- Construction of Permanent Household Hazardous Waste Collection Facilities (PHHWCF) including construction-expansion, equipment and service;
- Costs, including materials, supplies, equipment and facilities must be related to the management of HHW;
- Set-up and operation of temporary facilities for one-day or multi-day collection events;
- Expenses that provide an opportunity for the collection of HHW, including U-waste, that would not otherwise exist, e.g. private/public partnerships;
- Publicity and educational activities, particularly those that utilize community-based social marketing, that support HHW and U-waste collection, recycling, and use of recycled products, and/or pollution prevention programs;
- Sharps containers that provide disposal instructions. The containers must be collected at an established HHW collection facility in order for the grant funds to cover transportation and disposal costs. The cost of this portion of a program is not to

exceed \$40,000;

- Overhead or indirect costs up to ten percent (10%) if supported by a Cost Allocation Plan. These costs are expenditures not capable of being assigned, and not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, accounting services, and administrative salaries not directly related to Grant activities are examples of overhead and indirect costs; and
- Costs must be reasonable and focused on local needs as described in the application.

Any proposed revisions to the Work Plan and/or the Budget must be submitted and pre-approved in writing by the CIWMB Grant Manager prior to Grantee incurring the proposed expenditures. The approval document should be retained by the Grantee for audit purposes.

### **Ineligible Costs**

Any costs not included in your approved budget, and not directly related to the approved grant project, are ineligible for reimbursement. If you have any questions regarding ineligible costs, contact your CIWMB Grant Manager. Ineligible costs include, but are not limited to:

- Costs (claimed as either grant expenses or matching monies) incurred prior to the Notice to Proceed or after the end of the grant term;
- Costs currently covered by another CIWMB loan, grant or contract;
- Purchasing or leasing of land or buildings;
- Purchasing of vehicles by non-governmental agencies;
- Leasing of gasoline-fueled vehicles (including hybrid vehicles) by non-governmental agencies unless pre-approved in writing by CIWMB Grant Manager;
- Costs to maintain an existing HHW program;
- Developing a permanent facility on non-government owned or managed property;
- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the CIWMB Grant Manager, when law or labor contract requires overtime compensation);
- Management, handling, disposal, or treatment of radioactive, explosive or medical wastes, and other extremely hazardous waste;
- Pre-paid expenditures for future goods or services (salaries/wages, television or radio advertisements, etc.) delivered beyond the end of the grant term. (Exemption: The CIWMB Grant Manager may consider approving products purchased in full before the end of the Grant Term but delivered after the end of the Grant Term if the



delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive written pre-approval from the CIWMB Grant Manager.);

- Any food or beverages (e.g. as part of meetings, workshops, training, or events);
- Public education costs not directly tied to HHW, U-waste or sharps collection;
- Any costs that are not consistent with local, state, and federal guidelines and regulations;
- Personnel costs incurred while an employee assigned to the grant project is not working on the grant (e.g., use of accrued time such as sick leave, vacation, etc.);
- Premiums or promotional items that contribute to the solid or hazardous waste stream;
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations;
- Promotional items or premiums that are not related to HHW or the target audience;
- Cell phones, pagers, cameras, Personal Digital Assistants, handheld computers, and other similar personal electronic devices;
- Development of school curricula;
- Movie theater screen advertising;
- Overhead in excess of 10%;
- Relocation expenses; unless pre approved in writing by Grant Manager;
- Enforcement activities;
- Remediation (any cleanup or restoration of polluted areas);
- Travel expenditures that exceed the state rate;
- Out-of-state travel;
- Profit or mark-up by the Grantee; and
- Costs deemed unreasonable or not related to the grant by the CIWMB Grant Manager.

### **Large Equipment CIWMB Acknowledgement**

A CIWMB sticker (bumper sticker size) that displays the statement: "Funded by a grant from the California Integrated Waste Management Board" is required to be affixed to all large pieces of equipment purchased with grant funds. When submitting the Final Report, the photograph of this equipment should include the affixed sticker. CIWMB stickers are available at no cost by contacting your CIWMB Grant Manager.

### **Recycled Content Requirements**

All Grantees must report the percentage of recycled-content material for products purchased in the product categories listed below. Grantees must use a separate Recycled-Content Product Certification (RCP) Form (CIWMB 74G) for **each supplier** and submit these forms with the **Final Progress Report**. The form can be found at the CIWMB's website at: [www.ciwmb.ca.gov/HHW/Forms/](http://www.ciwmb.ca.gov/HHW/Forms/).

Purchases of the following products with grant funds must meet the

specific percentages of recycled-content, as described on the RCP form.

Paper Products	Printing & Writing Paper	Plastic Products
Compost & Co-Compost	Glass Products	Lubricating Oils
Paint	Solvents	Steel Products
Tires	Tire-Derived Products	

Any exceptions to the above requirements must be pre-approved in writing by your CIWMB Grant Manager.

Recycled-content information for some commonly purchased Grant items may be found at:

[www.ciwmb.ca.gov/UsedOil/Grants/Resources/Vendors/PromoProduct.doc](http://www.ciwmb.ca.gov/UsedOil/Grants/Resources/Vendors/PromoProduct.doc) More information regarding RCP vendors and contractors may be found at: [www.ciwmb.ca.gov/RCP/](http://www.ciwmb.ca.gov/RCP/) For information about CIWMB's *Buy Recycled Program*, visit: [www.ciwmb.ca.gov/BuyRecycled/](http://www.ciwmb.ca.gov/BuyRecycled/)

#### Requirements for Publicity and Education Items

**Materials or items purchased for publicity or educational purposes may be denied for reimbursement if they do not meet the requirements detailed in this section.**

Premiums must be specifically tailored to the target audience, durable, not likely to be disposed off in a short time nor likely to contribute to the waste stream or hazardous waste stream (e.g., any item containing batteries, mercury, etc.); and may not promote particular brand-name products or private businesses.

For all languages other than English, the Grantee must work with a person fluent in reading and writing the language. A description of the translator's qualifications, as well as an English version of the material(s), must be submitted with the final report. Of key importance is that the translated material is at a reading level appropriate for its targeted audience.

For audit purposes, samples of all publicity and education (P&E) materials must be retained for a minimum of three years AFTER the end of the Grant Term or a longer period of time if warranted to resolve any issues surrounding this Grant.

All items/materials, radio, television, etc., public service announcements or advertisements, as appropriate, must meet the recycled-content product content requirements as set forth in the Terms and Conditions and described in the RCP Form, and must include the following:

- 1) Acknowledgement of the CIWMB funding and the Board's slogan that reads "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!"

Use of the initials "CIWMB" within the Acknowledgement is not sufficient. Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line, or if it would interfere with the message (pencils, small magnets, etc.). All exceptions must be pre-approved in writing by the CIWMB Grant Manager.

- 2) Specific information on HHW recycling/disposal rates.
- 3) A list of HHW collection locations or a 24-hour hotline number. When locations are listed, include the following language: "Call for hours of operation and types of materials accepted".

## Copyright Requirements

The following language must appear on any copyrightable material produced with Board funds:

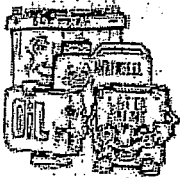
Copyright language: © {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB.

Examples of copyrightable material include but are not limited to

- CDs and DVDs of audio and/or visual material
- Computer Software
- Brochures, pamphlets, and reproductions of advertisements designed for distribution

Please check with your CIWMB Grant Manager with specific questions about the applicability of using the copyright language.

## Graphics



HHW-related graphics are available on the CIWMB's website at:  
<http://www.ciwmb.ca.gov/UsedOil/graphics/HHWArt/>

For information on recycled-content products, see  
[www.ciwmb.ca.gov/BuyRecycled/StateAgency/Buying](http://www.ciwmb.ca.gov/BuyRecycled/StateAgency/Buying).

## Written Pre-Approval Required for Select Publicity and Education Materials

The following materials and items require written approval from your CIWMB Grant Manager prior to incurring the expense. These items include:

1. Premiums, if the per item cost exceeds six dollars (\$6.00).
2. All television, radio and video scripts.

## Publicity & Education Reporting Samples

For audit purposes, Grantees are required to retain samples of all P&E materials for three years AFTER the close of the Grant Term, or a longer period of time if warranted to resolve any issues with this grant. (See Audit/Records Access Section in Terms and Conditions, Exhibit A.)

**Progress Report Due  
Date:  
March 31, 2009**

**The Progress Report** covers activities from receipt of the Notice to Proceed through March 31, 2009. Timely filing of acceptable Progress Reports is a material component of this Grant Agreement. **Failure to file the Progress Report in compliance with the requirements set forth below by the established deadlines may be considered a breach of this Grant Agreement and may result in administrative action up to and including termination of this Grant Agreement.**

The reports should include, at a minimum, the following:

1. The Grant number, Grantee's name, and reporting period.

The following disclaimer must appear on the cover page of the report:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

2. A description of work completed, arranged according to tasks and Expenditure Categories as shown in your Work Plan. Include as an overall summary, or in each section, responses to the following questions as applicable:

- a) What are the unique or new activities/technologies?
- b) What were the successes (so far) in relation to goals and objectives?
- c) What problems/challenges were discovered during implementation?
- d) How did you resolve them?
- e) What "best practices" might be shared with other jurisdictions?

3. A brief discussion of work to be conducted during the remainder of the grant term. If necessary, discuss any adjustments to the Work Plan resulting from your process evaluation.

4. Payment Request, Supporting Documentation and Expenditure Itemization Summary (EIS) can be submitted if reimbursement is desired. Please refer to the section labeled "Payment Request" for more details.

5. Wherever Permit by Rule (PBR) is required by law, copies of PBR Notification Form (Department of Toxic Substance Control-DTSC Form 1171, 1094b,) for all facility construction/expansion, temporary/mobile collection events, door-to-door collection events, etc. For additional information regarding permits, including PBR, go to:

<http://www.calepa.ca.gov/CUPA/Directory/default.aspx>

**Final Progress Report  
Due: March 31, 2010**

- Note: Eligible collection methods for sharps include:
  - (1) A household hazardous waste facility,
  - (2) A "home-generated sharps consolidation point",
  - (3) A medical waste generator's facility, or
  - (4) A facility through the use of a medical waste mail-back container approved by the State Department of Health Services.

**The Final Progress Report** covers activities from April 1, 2009 through March 31, 2010, and additionally, summarizes the entire grant (the date of your Notice to Proceed through March 31, 2010), and includes:

1. The Grant number, Grantee's name, and Grant Term.
2. The following disclaimer statement on the cover page:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
3. Description of activities that were undertaken, continued, and completed during the reporting period. Activities must be arranged by the categories shown in your approved Work Plan.
4. Summary of results, as applicable to your Work Plan:

**For Permanent and Temporary/Mobile Collection Facilities:**

  - a) Number of participants/households/vehicles at each facility during the grant term in comparison to previous year(s).
  - b) Number and mapped location of existing or new collection sites established.
  - c) Amount of HHW and U-waste collected (in gallons for liquids and pounds for solids) in comparison to previous year(s).
  - d) Amount of HHW and U-waste collected (in gallons for liquids and pounds for solids) per person/household/vehicle during the grant term.
  - e) Amount of sharps (in pounds) collected by collection method.
  - f) Cost of each permanent and/or temporary/mobile collection event held (excluding publicity) during the grant term.
  - g) Cost per participant served at each permanent and/or temporary/mobile collection event held (excluding publicity) during the grant term.

- h) Cost per gallon of HHW and pound of U-waste material collected at each grant-funded permanent facility and collection event.
- i) Number of days and hours of facility operation during the grant term, and duration of operation during the grant term in comparison to previous year(s).
- j) Explanation as to why one facility may be more effective than the other.

**For Residential Collection Programs:**

- a) Number of curbside/door-to-door stops during the grant term, or number of households served by curbside collection (if numbers of stops are not tracked) during the grant term, as compared to previous year(s).
- b) Amount of HHW and U-waste collected (in gallons for liquids and pounds for solids) as compared to previous year(s).
- c) Amount of HHW and U-waste collected (in gallons for liquids and pounds for solids) per household during the grant term.
- d) Cost per household served by curbside/door-to-door pickup.

**For Take-It-Back (private-public partnership) Programs:**

- a) Amount of U-waste and sharps (in pounds) collected, as compared to previous year(s).

**For Publicity and Education efforts. Compare each of the following to previous year(s) results:**

- a) Description of target audience(s).
- b) Number of community events attended during the Grant Term and number of people stopping at your booth.
- c) Number of people surveyed.
- d) Number of outreach presentations conducted during the Grant Term and number of students, teachers, and other participants attending.
- e) Materials developed (e.g., door hangers, billboards, surveys) and number distributed (include distribution method) during the Grant Term.
- f) Total estimated number of people reached through publicity and education efforts.
- g) Explanation as to which events and/or publicity strategies were most effective in reaching the target audience/leading to the desired behavior change.
- h) Number and description of promotional activities that utilized Community-Based Social Marketing (CBSM) as opposed to traditional marketing.

- i) Cost of public education/outreach per gallon or pound of material collected.
- j) Cost of public education/outreach per participant.

**For Load Checking Programs:**

- a) Frequency of inspections during Grant Term.
- b) Number of vehicles inspected through the program during scheduled operation during the Grant Term.
- c) Amount of HHW collected (in gallons for liquids and pounds for solids) during the Grant Term.
- d) Amount of HHW collected (in gallons for liquids and pounds for solids) per vehicle.

**5. Evaluation of program outcome during the grant term:**

- a) Did you see a decrease in illegal dumping incidents as compared to previous year(s)?
- b) Did the amount of HHW collected increase as compared to previous year(s)?
- c) What statistical tests or questionnaires were used to evaluate project effectiveness? (Include samples and related reports.)
- d) What were the successes in relation to goals and objectives?
- e) Did this project build upon "best practices" or previous projects from other jurisdictions? If yes, which ones and what changed in the design of your program?
- f) What problems/challenges emerged during implementation? How did you resolve them?
- g) What would you do differently if you had the program to design all over again?
- h) What "best practices" might be shared with other jurisdictions?

For more on evaluation, see [www.ciwmb.ca.gov/UsedOil/EvalGuide/](http://www.ciwmb.ca.gov/UsedOil/EvalGuide/)

**Samples of Premiums and Printed Material:**

- a) A digital image of each premium item in a commonly accepted format, and all final printed publicity and education materials. The photographs of the premiums must show compliance with procedures (i.e., oil logo, "funded by grant from" phrase, "zero waste" phrase, etc. See "Requirements for Publicity and Education Items" section for guidance.) More than one digital image may be submitted if needed to capture all required components or to accurately illustrate the item. *If compliance with procedures cannot be clearly captured in a photographic image, then an original copy of the*

*premium item must be submitted.*

- b) A CD-rom that includes camera-ready graphic art files(s) used to create **each item** developed during the Grant Term.
- c) Two photographs, from different angles, for large items such as equipment or structures.
- d) A photograph of each event attended or conducted (if not previously submitted.).

6. **Samples of final Video and Radio Ads.** A final copy of each video or radio ad (if not previously submitted) in the appropriate media format (VHS format for videos and cassette tape or compact disc for radio ads).

7. Evidence of any work product identified in the scope of work, photographs and descriptions of equipment, structures, events, etc. that were produced, purchased or conducted (unless previously submitted).

8. Payment Request, Supporting Documentation and Expenditure Itemization Summary (EIS) can be submitted if reimbursement is desired. Please refer to the section labeled "Payment Request" for more details.

A completed and signed **Recycled-Content Certification Form** (CIWMB 74G) for each item purchased with grant funds. See [www.ciwmb.ca.gov/HHW/Forms](http://www.ciwmb.ca.gov/HHW/Forms) for the CIWMB 74G form.

## Payment Request

The CIWMB Grant Manager shall authorize payment upon approval of a complete and accurate Payment Request and, where applicable, approval of all required reports.

### Forms for a Payment Request

All forms can be downloaded from the California Integrated Waste Management Board's (CIWMB) website at [www.ciwmb.ca.gov/HHW/Forms/](http://www.ciwmb.ca.gov/HHW/Forms/), or contact your CIWMB Grant Manager.

### Required Documents and Format for Payment Request

A complete Payment Request must include the following items in the order listed.

1. **Payment Request Form** (CIWMB 87) – This form must be signed by the individual authorized by the resolution. Please remember to type or print the individual's name and title below the signature.
2. **Supporting Documentation**, including legible copies of receipts, invoices, signed timesheets, etc., for all expenses for which reimbursement is being requested; *Documentation must show that expenditures have already been paid.*



3. **Expenditure Itemization Summary** (CIWMB 667) - All expenditures must be itemized and arranged by the Reporting and Expenditure Categories for your grant as it was approved.

**Ten Percent Withhold**

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 the Grant Agreement have been satisfactorily completed.

**Supporting Documentation** – Documentation for all expenditures claimed on the Payment Request must be retained for a minimum of three years after the close of the grant term for audit purposes, or for a longer period of time if warranted to resolve any issues with this Grant. (See Audit/Records Access in Terms and Conditions, Exhibit A.) Types of acceptable documentation include, but are not limited to:

- a) **Invoices.** Invoices must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased, amount due, and date.
- b) **Receipts.** Receipts should include the same information as invoices (see above).
- c) **Purchase orders with proof of payment.** Purchase orders should include the same information as invoices and receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
- d) **Personnel Expenditure Summary Form.** Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your CIWMB Grant Manager). This form can be found at CIWMB's website: [www.ciwmb.ca.gov/Grants/Forms/Expend.doc](http://www.ciwmb.ca.gov/Grants/Forms/Expend.doc).
- e) **Travel Expense Form.** Document costs related to travel and include supporting documentation. This form can be found at CIWMB's website: [www.ciwmb.ca.gov/Grants/Forms/travel.xls](http://www.ciwmb.ca.gov/Grants/Forms/travel.xls)

**Services Rendered**

Goods and services must be paid for and received within the period from the Notice to Proceed to the end of the term of the Grant Agreement (Notice to Proceed – March 31, 2010). Proof of delivery is required.

## Exceptions and Audit Considerations

Exceptions to the provisions of these Procedures and Requirements may be considered on a case-by-case basis.

Requests must be submitted in writing, and pre-approved in writing by your CIWMB Grant Manager. The Grantee is responsible for retaining documentation of any exceptions to the Grant Agreement for audit purposes.

This Grant is subject to audit for at least three years after the close of the Grant Term, or for a longer period of time if warranted to resolve any issues with this Grant. (See Audit/Records Access in Terms and Conditions, Exhibit A.) Documentation and a clear audit trail are essential to grant management.

*Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with Grant funds, invoices and/or canceled checks. See the Terms and Conditions for more information.*

## Overhead and Indirect Costs

Overhead and indirect costs can be claimed by Grantees. The following guidelines must be used when claiming these costs:

- The total cost of overhead and indirect cost charged to the grant shall not exceed ten percent (10%) of the grant funds expended. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries are examples of overhead and indirect costs. All overhead and indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.

***If you are uncertain whether a given cost is considered an overhead/indirect cost by the CIWMB, contact your CIWMB Grant Manager.***

- Direct costs charged directly to the grant shall not be included in the overhead/indirect cost formula.
- Supervision performed by Managers and Supervisors can be included in the overhead/indirect cost formula and therefore, will not be a direct charge to the grant. On the other hand, if a Manager or Supervisor performs an activity that is directly related to the execution of the grant (not supervision), costs associated with this activity may be included as a direct charge. Any such activity must be clearly supported by