



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE:

EP-4

April 10, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD  
ACCEPTANCE OF TIRE-DERIVED PRODUCT GRANT  
FOR RECYCLED WASTE TIRE SHOWCASE PROJECT  
SUPERVISORIAL DISTRICTS 1 AND 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Accept a grant in the amount of \$67,300 from the California Integrated Waste Management Board (CIWMB) to install walking paths and other amenities, made from recycled waste tires, at Dexter Park in Kagel Canyon and Eugene Obregon Park in East Los Angeles.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On November 14, 2006, Public Works submitted an application to the CIWMB for a Tire-Derived Product Grant. At their January 17, 2007, meeting, the CIWMB recommended the grant application for funding.

The \$67,300 grant will help fund the installation of walking paths and other amenities, made from recycled waste tires, at Dexter Park and Eugene Obregon Park. The purpose of this project is to showcase the useful applications of recycled material and demonstrate the County's efforts in environmental stewardship, as part of the County's Waste Tire Recycling Program. These County parks will benefit from this project through enhanced beautification and improvement features.

At Dexter Park in Kagel Canyon, an ADA-compliant walking path, made from recycled waste tires, will be installed linking the playground area to the restroom facilities. Additionally, mulch, made from recycled waste tires, will be incorporated into the landscape for beautification and functional benefits. At Eugene Obregon Park in East Los Angeles, a walking/jogging path will be installed along the perimeter of the park, made from approximately 9,700 recycled waste tires. This project also includes the installation of plaques at both parks to indicate the number of recycled tires used for this project and to reference the County's *www.888CleanLA.com* website, which has more information about recycling.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grants to augment the County's funding sources. It is also consistent with the County Strategic Plan Goal of Children and Families' Well-Being by facilitating programs that improve park amenities for children and families in an environmentally conscious manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund. The estimated project cost is \$160,000 and is included in the Fiscal Year 2007-08 Solid Waste Management Fund.

We will receive a \$67,300 grant through the CIWMB to partially reimburse the project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On March 21, 2006, your Board authorized the Director of Public Works, or his designee, to execute agreements and any amendments needed to secure grants with the CIWMB.

The grant Agreement (copy enclosed) has been approved by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental impacts of their actions. On November 4, 1993, your Board complied with the requirements of the California Environmental Quality Act for the Los Angeles County Source Reduction and Recycling Element, which is part of the Countywide Integrated Waste Management Plan and includes the County's Waste Tire Recycling Program.

The Honorable Board of Supervisors  
April 10, 2007  
Page 3

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The grant will augment the County's Waste Tire Recycling Program that promotes waste tire recycling.

**CONCLUSION**

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

WF:cw

P:\epub\ENGLAN\Wilson\Demo\BLaccept.doc

Enc.

cc: Chief Administrative Office  
County Counsel



LINDA S. ADAMS  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

# CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD



ARNOLD SCHWARZENEGGER  
GOVERNOR

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

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

JEFFREY DANZINGER  
JDANZINGER@CIWMB.CA.GOV  
(916) 341-6024

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GARY PETERSEN  
GPETERSEN@CIWMB.CA.GOV  
(916) 341-6035

WESLEY CHESBRO  
WCHESBRO@CIWMB.CA.GOV  
(916) 341-6039

February 2, 2007

Hossam Banna  
Senior Civil Engineer  
Los Angeles County  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

**SUBJECT: GRANT AGREEMENT PACKAGE FOR THE  
TIRE-DERIVED PRODUCT (TDP) GRANT PROGRAM  
FY 2006/2007 – TDP3-06-56**

Dear Mr. Banna:

Congratulations! At the January 17, 2007 Board Meeting, the California Integrated Waste Management Board (CIWMB) approved funding for your grant in the amount of **\$67,300**.

For your convenience, we have included recycled content pre-labeled binder tabs to keep your grant agreement package organized. In addition, we printed your grant agreement package on 100% post-consumer recycled content, double-sided, three-hole punch paper.

The following documents are enclosed in your Grant Agreement package:

- Grant Agreement (CIWMB 110)
- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Grant Application
- Exhibit D – Forms
- Exhibit E – Signage

Please review the Grant Agreement package and complete the grantee portion of the Grant Agreement (CIWMB 110). The Grant Agreement must be signed by the "authorized signatory" as identified in your resolution. If the resolution authorizes a designee and the signature authority would like to designate another individual to sign on their behalf, the "authorized signatory" must provide a letter naming the designee.

-- continued on reverse --



INTEGRATED  
WASTE  
MANAGEMENT  
BOARD

Please retain Exhibits A through E of the Grant Agreement package for your records and return only the Grant Agreement (CIWMB 110) to:

California Integrated Waste Management Board  
Tire-Derived Product (TDP) Grant Program  
Attn: Grant Administration Unit, MS# 19A  
1001 I Street, P.O. Box 4025  
Sacramento, CA 95812-4025

The Grant Agreement must be signed and returned to CIWMB within 90 days from the date of this letter, according to CIWMB policy. If the Grant Agreement is not returned within 90 days, the grant may not be funded. Once the Grant Agreement is fully executed, the CIWMB will return a copy of the executed Grant Agreement with a Notice to Proceed. Any work performed prior to the Notice to Proceed date will not be eligible for reimbursement.

If you have any questions regarding the Grant Agreement package, please contact me at (916) 341-6671 or [mluna@ciwmb.ca.gov](mailto:mluna@ciwmb.ca.gov).

We look forward to your participation in this grant program.

Sincerely,



Marissa Luna  
Grant Manager  
Tire-Derived Product (TDP) Grant Program

Enclosures:

- Grant Agreement (CIWMB 110)
- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Grant Application
- Exhibit D – Forms
- Exhibit E – Signage

RECEIVED  
DEPT OF PUBLIC WORKS  
207 FEB -7 AM 10:40  
MAILROOM  
900 S. FREMONT AVE.

# GRANT AGREEMENT

CIWMB110 (NEW 10/96)

GRANT NUMBER **TDP3-2006-56**

NAME OF GRANT PROGRAM

2006/2007 Tire Derived Product Grants

GRANT RECIPIENT'S NAME

Los Angeles County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
	\$67,300.00

TERM OF GRANT AGREEMENT	TO: March 31, 2009
FROM: January 27, 2007	

THIS AGREEMENT is made and entered into on this 26th day of January 2007, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Los Angeles County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

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

- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Grant Application
- Exhibit D - Forms
- Exhibit E - Signage

Exhibits A, B, C, D, and E attached hereto and the State approved application instructions 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.

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

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD	GRANTEE'S NAME (PRINT OR TYPE) Los Angeles County
SIGNATURE —	GRANTEE'S SIGNATURE —
Mark Leary, Executive Director	DATE
	TITLE (Authorized representative )
	DATE
	GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)

### CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$67,300.00	PROGRAM/CATEGORY (CODE AND TITLE) 2006/2007 Tire Derived Product Grants	FUND TITLE IWMA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)	
TOTAL AMOUNT ENCUMBERED TO DATE \$67,300.00	ITEM 3910-001-0387	CHAPTER 47
	STATUTE 2006	FISCAL YEAR 2006/2007
	OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-15292-418.03	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER <i>Daun M John</i>	T.B.A. NO.	B.R. NO.
		DATE 2/1/07

**EXHIBIT A**  
**TERMS AND CONDITIONS**

**Tire-Derived Product (TDP) Grant Program**  
**Fiscal Year 2006-2007 (Cycle 3)**

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 Tire-Derived Product (TDP) 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:
    - a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
    - b. Subject to cease and desist order not subject to review issued pursuant to

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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.

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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 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 ("GC") Section 6250 et seq. The CIWMB agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

**16. CONFLICT OF INTEREST**

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

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

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

*Former State Employees (PCC § 10411):*

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

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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.

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. CONTROLLING LAW**

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

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**20. 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
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circumstances, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

- b. The CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting the CIWMB's intellectual property rights therein: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). 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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**21. CORPORATION  
QUALIFIED DOING  
BUSINESS IN  
CALIFORNIA**

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

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**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.

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**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 violations.
  - b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
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**25. EFFECTIVENESS OF  
AGREEMENT**

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

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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> <ul style="list-style-type: none"> <li>a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or</li> <li>b. Cleanup of the environment; or</li> <li>c. Enforcement of solid waste statutes and regulations, as applicable.</li> </ul> <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performed results in:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. The cleanup of the environment; or</li> <li>c. The enforcement of solid waste statutes and regulations, as applicable.</li> </ul>
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.
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.

<b>34. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE</b>	The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
<b>35. GRANTEE'S NAME CHANGE</b>	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.
<b>36. NATIONAL LABOR RELATIONS BOARD CERTIFICATION</b>	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.)
<b>37. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY</b>	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.
<b>38. NON-DISCRIMINATION CLAUSE</b>	<p>a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in GC §§ 12900 et seq.</p> <p>b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (GC § 12990 (a-f)) and California Code of Regulations, Title 2, Section 8103).</p>
<b>39. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS</b>	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.
<b>40. PATENTS</b>	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 Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- b. 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.
- c. 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).
- d. Payment will be made only to the Grantee.
- e. 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 they 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 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 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 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 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.

**46. 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/](http://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.

**47. 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.

**48. 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.

**49. 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.

**50. 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.

**51. 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.



52. 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.
53. 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.
54. SWEATFREE CODE OF CONDUCT	<p>a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <a href="http://www.dir.ca.gov">www.dir.ca.gov</a>, and Public Contract Code Section 6108.</p> <p>b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).</p>
55. 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.
56. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.
57. TIRE-DERIVED PRODUCT (TDP) CERTIFICATION	The Tire-Derived Product (TDP) Certification Form (CIWMB 227 for TDP 3&4) must accompany all payment request forms. The form certifies that the information provided by the product manufacturer, supplier/vendor, and/or contractor is true and correct.
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	<p>By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:</p> <p>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.</p> <p>b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state</p>

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funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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**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.

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**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 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.

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**63. WORK PRODUCTS**

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

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**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

### OVERVIEW

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#### INTRODUCTION

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

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

#### PROJECT REQUIREMENTS

- The project must divert a minimum of 2,500 California (CA) waste tires.
- CIWMB will reimburse the actual cost per tire for every CA waste tire diverted by the project up to a maximum of either \$5 or \$7 per tire, as stated on your application.
- CIWMB must be notified before work is commenced of any change of your selected product manufacturer, supplier/vendor, and/or contractor. You must resubmit the Tire-Derived Product Certification Form (CIWMB 227) with the new product manufacturer, supplier/vendor, and/or contractor information.
- CIWMB will only reimburse for CA waste tires used in the project.
- CIWMB is not reimbursing for non-CA waste tires, tire buffings, installation or equipment costs.
- CIWMB requires a permanent sign to be posted at the project site. The sign must be installed by March 31, 2009. See the "Acknowledgements" and "Advertising/Public Education" provisions in Exhibit A – Terms and Conditions, for signage requirement information. In addition see Exhibit E – Signage for an example and sign specifications. The sign must include the following:
  - California Integrated Waste Management Board, Board logo and Board slogan "Zero Waste – You Make it Happen!"
  - Number of CA waste tires diverted from the waste stream

#### CONTRACTOR RELIABILITY REQUIREMENT

The Grantee must provide a declaration signed under penalty of perjury by the Grantee's contractor(s), stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the contractor(s). See "Contractors/Subcontractors" section in Exhibit A – Terms and Conditions for more information. **The declaration must be received and approved by the Grant Manager prior to commencement of work.**

*To obtain the Reliable Contractor Declaration form (CIWMB 168), see Exhibit D – Forms.*

#### GRANT MANAGER CONTACT INFORMATION

Marissa Luna  
Grant Manager  
Phone: (916) 341-6671  
Fax: (916) 319-7675  
Email: [mluna@ciwmb.ca.gov](mailto:mluna@ciwmb.ca.gov)

# REPORT/SURVEY REQUIREMENTS

## REPORT/SURVEY REQUIREMENTS

Annual Progress Reports, the Final Report and post-grant term Annual Surveys are required by this Agreement.

### Annual Progress Reports:

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

### Final Report:

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

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

### Annual Survey:

The Annual Survey form must be completed in accordance with the specified format. To obtain the Annual Survey form (CIWMB 223), see Exhibit D – Forms.

## REPORT DUE DATES

### Annual Progress Reports:

The Grantee must submit Annual Progress Reports to the Grant Manager based on the schedule below. The reporting period begins when the Agreement has been executed.

### Final Report:

The Final Report and final Grant Payment Request must be received by the CIWMB no later than April 7, 2009. If not received by April 7, 2009, the CIWMB cannot guarantee that the Grantee will be reimbursed.

Report	Report Due	Reporting Period
Annual Report	December 31, 2007	Notice to Proceed Date – December 31, 2007
Annual Report	December 31, 2008	January 1, 2008 – December 31, 2008
Final Report	April 7, 2009	Notice to Proceed Date – March 31, 2009

## ANNUAL SURVEY DUE DATES

### Annual Survey:

The Grantee must complete and submit an Annual Survey every year for five (5) years after the grant closes based on the schedule below. To obtain the Annual Survey form (CIWMB 223), see Exhibit D – Forms.

Survey Due	Survey Period
June 30, 2010	April 1, 2009 – June 30, 2010
June 30, 2011	July 1, 2010 – June 30, 2011
June 29, 2012	July 1, 2011 – June 30, 2012
June 28, 2013	July 1, 2012 – June 30, 2013
June 30, 2014	July 1, 2013 – June 30, 2014

## REPORT/SURVEY AND PAYMENT REQUEST SUBMITTAL

Please submit all reports/surveys and payment requests to:  
 California Integrated Waste Management Board  
 Tire Derived Product (TDP) Grant Program  
 Special Waste Division, MS# 9A  
 Attn: Marissa Luna  
 1001 I Street, P.O. Box 4025  
 Sacramento, CA 95812-4025

# ANNUAL PROGRESS REPORTS

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

Report Component	Description
<p><b>Cover Page</b></p>	<p>Include the following:</p> <ul style="list-style-type: none"> <li>• Name of the grantee</li> <li>• Grant number</li> <li>• Amount of grant award</li> <li>• Dates of report coverage</li> <li>• Report preparation date</li> <li>• Disclaimer statement, as follows:</li> </ul> <p>"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."</p>
<p><b>Project Summary &amp; Status</b></p>	<p>Provide a summary of the project. Describe any proposed changes to the project and/or schedule including:</p> <ul style="list-style-type: none"> <li>• Products purchased or installed</li> <li>• Results achieved</li> <li>• Problems encountered</li> </ul>
<p><b>Grant Payment Request</b></p>	<p>Grant Payment Request may be made upon submittal of an Annual Progress Report. Grant payments may be requested intermittently throughout the grant term. See "Grant Payment Request and Documentation" section of this document, for detailed payment request requirements.</p> <p><i>To obtain the Payment Request form (CIWMB 87), see Exhibit D – Forms.</i></p>

# FINAL REPORT

The Final Report is a requirement of this Agreement and must be prepared in the format specified below. The Final Report is due to the Grant Manager no later than April 7, 2009. If requested, the Grantee shall make an oral presentation to the Market Development and Sustainability Committee or the Board.

Report Component	Description
Cover Page	Include the following: <ul style="list-style-type: none"> <li>• Name of the grantee</li> <li>• Grant number</li> <li>• Amount of grant award</li> <li>• Dates of report coverage</li> <li>• Report preparation date</li> <li>• Disclaimer statement, as follows:               <p style="margin-left: 40px;">"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."</p> </li> </ul>
Table of Contents	Identify report contents and corresponding page numbers.
Project Summary	Briefly describe the completion of each task and products purchased and installed.
Evaluation	Evaluate the project/product. Describe its successes and problems encountered.
Future Intent	Describe how the project/product will be maintained.
Signage	Provide a printed photograph of the required CIWMB signage. CIWMB requires a <u>permanent</u> sign be posted at the project site. The sign must be installed by March 31, 2009. <p>See the "Acknowledgements" and "Advertising/Public Education" provisions in Exhibit A – Terms and Conditions, for signage requirement information. The sign must be include the following:</p> <ul style="list-style-type: none"> <li>• California Integrated Waste Management Board, Board logo and Board slogan "Zero Waste – You Make It Happen!"</li> <li>• Number of CA waste tires diverted from the waste stream</li> </ul> <p><i>See Exhibit E – Signage for an example and sign specifications.</i></p>
<i>Continued on next page</i>	

<b>Waste Tires Diverted</b>	Indicate the number of CA waste tires diverted from the waste stream as a result of the project's completion.
<b>Photographs</b>	Submit at least two printed photographs of the completed project/product. Include electronic copies of photographs on disk.
<b>Product Manufacturer, Supplier/Vendor, and/or Contractor Summary</b>	<p>List all product manufacturers, suppliers/vendors, contractors and/or subcontractors involved in the project. For each product manufacturer, supplier/vendor, contractor and/or subcontractor include the following information:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Address</li> <li>• Statement of work completed</li> <li>• Time period in which the work was completed</li> <li>• Amount paid</li> </ul>
<b>Appendices</b>	<p>Include copies of the following:</p> <ul style="list-style-type: none"> <li>• Brochures</li> <li>• Flyers</li> <li>• Newspaper articles</li> <li>• Any print or other materials related to this grant project</li> </ul>
<b>Grant Payment Request (CIWMB 87)</b>	<p>The Final Report must be accompanied by the final Grant Payment Request and include the following information:</p> <ul style="list-style-type: none"> <li>• Grant Payment Request (CIWMB 87)</li> <li>• Supporting Documentation</li> <li>• Tire-Derived Product Certification (CIWMB 227)</li> <li>• General Checklist of Business Permits, Licenses and Filings form (CIWMB 669) – if applicable</li> </ul> <p><i>See "Grant Payment Request and Documentation" section of this document, for detailed payment request requirements.</i></p> <p><i>Note: Final payment will not be issued until the Final Report is approved by the Grant Manager. The Final Report is due no later than April 7, 2009.</i></p>

## PAYMENT REQUEST & CONDITIONS

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### PAYMENT REQUEST AND DOCUMENTATION

1. Submit a Grant Payment Request (CIWMB 87) with an original signature of the authorized signatory or his/her designee, as authorized by the resolution. Copies of or faxed Grant Payment Request forms will not be approved for payment. To obtain the Grant Payment Request form (CIWMB 87), see Exhibit D – Forms.
  2. Submit supporting documentation with Grant Payment Request.
    - Acceptable supporting documentation includes:
      - Invoices, receipts or purchase orders containing the product manufacturer, supplier/vendor, and/or contractor name, phone number, address, purchase amount, date and description of goods
      - Proof of payment (e.g., copies of cancelled checks, invoice marked as paid and receipts)
        - Note: Accounting reports can be accepted as proof of payment if they contain check number, date, product manufacturer, supplier/vendor, and/or contractor name and amount.*
  3. Submit a Tire-Derived Product Certification form (CIWMB 227) to certify the waste tire product material used in the grant project is 100% CA waste tires, does not include tire buffings and cost per CA waste tire diverted does not exceed cap amount of either \$5 or \$7, as stated on your application. The form must be completed by the manufacturer(s) or supplier(s). To obtain the Tire-Derived Product Certification form (CIWMB 227), see Exhibit D – Forms.
  4. If the status has changed since the last submitted form, submit an updated General Checklist of Business Permits, Licenses and Filings form (CIWMB 669). To obtain the General Checklist of Business Permits, Licenses and Filings form (CIWMB 669), see Exhibit D – Forms.
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PAYMENT CONDITIONS

Grantee:

- The Grantee must submit a completed Grant Payment Request form (CIWMB 87) and supporting documentation as described in the "Payment Request Documentation" section of this document. Payments to the Grantee for grant expenses are made on a reimbursement basis. Grant payments may be requested intermittently throughout the grant term.
- The Grantee must submit the required Annual Progress Report(s)/Final Report and the Grant Manager must approve the report.

CIWMB:

- CIWMB will reimburse the Grantee for performing only those services specified in the approved Grant Application. The Grant Manager must approve any proposed changes in writing prior to the Grantee incurring the cost.
  - CIWMB will withhold and retain ten percent (10%) of each Grant Payment Request until all conditions stipulated in the Agreement have been satisfied. Reimbursement of the ten percent (10%) withhold must be requested in the Final Grant Payment Request.
  - CIWMB will only make payments to the Grantee. It is the Grantee's responsibility to pay all product manufacturers, suppliers/vendors, contractors and/or subcontractors for purchased goods and services.
  - CIWMB will make payments to the Grantee as promptly as fiscal procedures permit. The Grantee can typically expect payment within three to four weeks from the date a Grant Payment Request is approved by the Grant Manager.
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## **PROJECT COSTS & CLOSEOUT INFORMATION**

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### **ELIGIBLE PROJECT COSTS**

Eligible project costs are limited to the costs of waste tire materials, tax and shipping, as described in the approved Grant Application. These costs must be incurred and paid during the term of the grant after receiving the Notice to Proceed from CIWMB.

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### **INELIGIBLE PROJECT COSTS**

- Any costs that are not waste tire material, tax or shipping costs (e.g., equipment installation and labor costs) or not set forth in the approved Grant Application.
  - The cost of materials made from non-CA waste tires or tire buffings are not reimbursable.
  - Any costs that exceed the cost per CA waste tire cap of either \$5 or \$7, as stated in your application.
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### **PROJECT COMPLETION AND CLOSE-OUT**

The Grantee must submit a Final Report and final Grant Payment Request no later than April 7, 2009. The report must contain all required documentation as described in the "Final Report" section of this document.

Upon the Grant Manager's approval of the Final Report, final Grant Payment Request and all required documentation, CIWMB will release the ten percent (10%) retention and any remaining grant funds owed to the Grantee.

Failure to meet all requirements of this Agreement and submittal of the Final Report and final Grant Payment Request, with appropriate documentation, by April 7, 2009, 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.

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### **RECORDS AND AUDIT REQUIREMENTS**

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

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### **ANNUAL SURVEY**

The Grantee must complete and submit an Annual Survey for the Tire-Derived Product Grant Program every year for five (5) years after the grant closes. To obtain the Annual Survey form (CIWMB 223), see Exhibit D – Forms.

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