

GRANT AGREEMENT

CIWMB110 (Revised 10/07)

GRANT NUMBER

UBG13-07-157

NAME OF GRANT PROGRAM

2007/2008 Used Oil Block Grants - Thirteenth Cycle

GRANTEE NAME

Tulare County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$120,409.00

TERM OF GRANT AGREEMENT

FROM: July 01, 2007

TO: June 30, 2010

THIS AGREEMENT is made and entered into on this 18th day of October 2007, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Tulare County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

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

- Exhibit A - Terms & Conditions
- Exhibit B - Procedures & Requirements
- Exhibit B2 - Index of Website Addresses, Forms and Contact Resources

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By [Signature] 11/20/07
20071801 Deputy

Exhibits A, B and B2 attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

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

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

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE NAME (PRINT OR TYPE) Tulare County	
SIGNATURE OF CIWMB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE: (AS AUTHORIZED IN RESOLUTION OR LETTER OF DESIGNEE AUTHORIZATION)	
Mark Leary, Executive Director	DATE	TITLE (Authorized representative)	DATE
		GRANTEE ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$120,409.00	PROGRAM/CATEGORY (CODE AND TITLE) 2007/2008 Used Oil Block Grants - Thirteenth Cycle		FUND TITLE OIL
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$120,409.00	ITEM 3910-602-0100	CHAPTER 817	STATUTE 1991
	FISCAL YEAR 2007/2008		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-75100-702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CIWMB ACCOUNTING OFFICER: <i>Cjanalee Mynd</i>		DATE OCT 31 2007	

EXHIBIT A
TERMS AND CONDITIONS

Used Oil Recycling Block Grant Program
Fiscal Year 2007/08 (Cycle 13)

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.
- 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 Used Oil Recycling Block 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 material. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "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 the State Air Resources Board or an air pollution control district;
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- b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
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4. AMENDMENT

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

5. AMERICANS WITH DISABILITIES ACT

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

6. ANTITRUST CLAIMS

The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes 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
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from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

7. ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

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

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

9. AUTHORIZED REPRESENTATIVE

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

10. AVAILABILITY OF FUNDS

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

11. CHILD SUPPORT COMPLIANCE ACT

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

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

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

13. COMPETITIVE BIDDING

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

14. COMPLIANCE

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

**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
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any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

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

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

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

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

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

**18. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.

The Grantee and, if applicable, the Contractor, shall incorporate the Terms and Conditions – Exhibit A, and the Procedures and Requirements – Exhibit B, of the Agreement into any and all contracts and subcontracts entered into to fulfill any task(s) associated with this Agreement. However, nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

**19. COPYRIGHTS AND
TRADEMARKS**

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

- b. The CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-widelicense 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
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Grantee;

- b. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - c. Reimburse the CIWMB for any unspent funds.
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23. DISPUTES

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

**24. DRUG-FREE
WORKPLACE
CERTIFICATION**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for 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.

**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. FAILURE TO
PERFORM AS
REQUIRED BY THIS
AGREEMENT**

The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:

- a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or
- b. Cleanup of the environment; or
- c. Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:

- a. Application of information, a process, usable data or a product which
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- can be used to aid in reduction, reuse, and/or recycling of waste; or
 - b. The cleanup of the environment; or
 - c. The enforcement of solid waste statutes and regulations, as applicable.
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29. FORCE MAJEURE Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

30. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to the CIWMB any funds improperly expended.

31. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

32. 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.

33. 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.

34. 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.

35. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CIWMB.

CAPACITY

36. NON-DISCRIMINATION CLAUSE

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.

37. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

38. PATENTS

The Grantee assigns to the 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.

39. PAYMENT

- a. Upon execution of this Agreement by both parties, the CIWMB may advance grant funds to Grantee provided that Grantee, in the sole discretion of the Executive Director, qualifies for such advance payment and has satisfactorily complied with the applicable requirements contained in this Grant Agreement Package. The CIWMB may elect not to advance payment if Grantee has not satisfactorily complied with the applicable terms and conditions of previous grants and/or does not meet other threshold requirements identified in the Procedures and Requirements (Exhibit B).
- b. All expenditures must be directly related to the tasks identified in the Procedures and Requirements (Exhibit B).
- c. Upon receipt of grant funds, the Grantee shall deposit and maintain until expended all grant funds in an interest bearing account in a federally insured financial institution. All interest accrued and received from this account must be used for eligible expenses related to the performance of this Agreement. Interest funds must be accounted for in all grant reports. All unused interest funds must be returned to the CIWMB at the end of the grant term.
- d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed.
- e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant

Manager for more information).

- f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B.
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40. 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.

**41. REAL AND
PERSONAL PROPERTY
ACQUIRED WITH GRANT
FUNDS**

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

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074.pdf.

43. RECYCLED-CONTENT PAPER

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

44. RECYCLED-CONTENT PRODUCT PROCUREMENT

In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase 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..

45. REDUCTION OF WASTE

In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

46. REDUCTION OF WASTE TIRES

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

47. REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

48. RESOLUTION

A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.

49. SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

50. SITE ACCESS

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

issues related to the grant project have been resolved.

51. STOP WORK NOTICE

Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.

52. SWEATFREE CODE OF CONDUCT

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CIWMB or its agents, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).
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53. TERMINATION FOR CAUSE

The CIWMB may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement. 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.

54. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

55. 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.

56. 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
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funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

57. UNRELIABLE LIST

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5. If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

58. VENUE/ CHOICE OF LAW

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 - b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
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59. 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.

60. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all printed materials and photographs of all other final products paid for with Grant funds. Physical copies of the final product shall be provided upon request of the Grant Manager.

61. WORKERS' COMPENSATION/LABOR CODE

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Used Oil Recycling Block Grant (13th Cycle) for FY 2007/08

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

Important Dates

July 1, 2007	Used Oil Block Grant (UBG) 12 (FY 2006/07) Procedures and Requirements shall govern any expenditure of UBG13 funds between July 1, 2007 and date of UBG13 Notice to Proceed
Fall 2007	Grant term officially begins with <u>Notice to Proceed</u> , (provisions within UBG13's Grant Agreement become effective). In the interim, UBG12 Procedures and Requirements still apply.
July 1, 2008	These Procedures and Requirements and the accompanying Terms and Conditions (Exhibit A) shall remain in effect for purposes of implementing the UBGs during any interim period between the end of the UBG13 Grant Cycle on July 1, 2008, and the execution of a new Grant Agreement governing the UBG14 Grant Cycle for Fiscal Year 2008/09.
August 15, 2008	Annual Report Due
August 15, 2009	Annual Report Due
June 30, 2010	Grant Term Ends
August 15, 2010	Final Report Due

Questions?

All communication regarding this grant should be directed to your CIWMB Grant Manager unless otherwise specifically stated. To find the name and telephone number of your CIWMB Grant Manager, refer to www.ciwmb.ca.gov/HHW/Grants/Contacts.htm.

The Grantee may also call the Financial Assistance Division, Grant and Loan Resources Branch at (916) 341-6457.

Where to Send Reports, Payment Requests, etc.

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

California Integrated Waste Management Board
 Financial Assistance Division
 Grant and Loan Resources Branch – MS #9A
 P.O. Box 4025, 1001 "I" Street
 Sacramento, CA 95812-4025

Attn: (your CIWMB Grant Manager's name)

Eligibility

Grantees must meet the minimum requirements at the beginning of the grant cycle to be eligible to expend funds. Eligibility includes having at least one Certified Collection Center per 100,000 residents of the jurisdiction or a curbside collection program which includes used oil collection.

Grantees, or their subcontractors or consultants, must possess or acquire all applicable agreements/permits necessary to carry out the activities funded by the UBG and a copy or copies must be available for review if requested.

UBG applicants who miss the June 1, 2007 application submission date or who miss the June 30, 2007 date for late submission of local government resolutions will not be eligible for UBG13 but will retain their eligibility for subsequent UBGs if they submit an annual report for all other UBGs that is approved by the CIWMB Grant Manager by the report deadline.

Grantees who are invoiced for outstanding UBG funds may apply for UBGs and competitive grants, but any grants awarded will not be funded unless any outstanding invoices are paid within 90 days of the date the Board awards the grant.

Expenditures Requiring Pre-Approval

Expenditures associated with the tasks or products listed below must be approved in writing by the CIWMB Grant Manager prior to purchase or production. Please retain all approvals for audit purposes. Items not pre-approved MAY NOT be an eligible expenditure and payment may be denied.

Allow at least five (5) working days for approval of the following items:

- Premiums if the per item cost exceeds six dollars (\$6) (not including sales tax)
- All television, video, and radio scripts
- Storm water mitigation (refer to section below for details)
- School education and curricula expenses
- School presentations (submit script and presentation purpose)
- Equipment, vehicles, and trailers
- *Purchase of re-refined oil for non-fleet promotion and distribution. CIWMB Grant Managers will ask grantees to demonstrate the following before making a decision regarding approval:*
 - *Confirm the availability of re-refined oil for sale in their community.*
 - *Provide information to the public on where to purchase the re-refined oil.*
 - *Provide evidence that the free give-away program will or has increased the amount of re-refined oil used in the community.*

**Expenditures
Requiring Pre-
Approval (cont'd)**

- *Web-page development*
- *Computer equipment and software*
- *Travel expenses*
- *Financial incentives (includes: sponsorships, stipends, etc.)*
- *Planning, background, or feasibility studies*
- *Audit expenses for UBG and Opportunity Grant cycles. Time and funds related to the audit should be described in the current UBG EIS and must be for an audit of specific cycle(s) of the UBG and/or Opportunity Grant conducted by the CIWMB, California Department of Finance and/or California State Controller's Office. Expenses for audits of the Grantee's entire organization, or portions thereof, that include a review of one or more UBG and/or Opportunity Grant cycles are not eligible for reimbursement.*

All expenditures must be incurred, and payment made, with services provided and goods received during the grant cycle, July 1, 2007 - June 30, 2010.

**Pre-Approved
Expenditures**

The expenditures listed below under "Pre-Approved Expenditures" **DO NOT** have to be pre-approved by the CIWMB Grant Manager if they are related to the establishment, maintenance, or enhancement of used oil and used oil filter collection programs.

- **Used oil collection**
 - Used oil and used oil filter collection
 - Curbside used oil collection
 - Door-to-door used oil collection
 - Certified and non-certified used oil collection center support
 - Used oil collection through Household Hazardous Waste (HHW) Programs, including transportation costs of used oil

 - Set up and operation of temporary facilities for one-day or multi-day HHW collection events where used oil will be accepted
 - *Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 8-hour refresher training course for personnel who are directly involved with used oil and Household Hazardous Waste collection*
 - Agricultural used oil collection projects
 - Marina used oil collection projects
 - Airport used oil collection projects

Pre-Approved Expenditures (cont'd)

- Construction of Permanent HHW Collection Facility (PHHWCF) and Antifreeze, Battery, Oil, and Paint Facility (ABOP) where used oil is accepted – permanent features, used oil-related equipment and supplies are eligible
- Re-Refined Oil use for public fleets
 - Cost differential between re-refined and virgin oil
 - Re-refined oil promotion for fleet managers
- **Publicity and education materials**
 - Purchase and distribution of used oil containers, funnels, shop rags, coupons
Other premiums whose cost is less than \$6.00 and directly relate to and/or will be used for used oil and used oil filter collection and recycling needs and/or will be clearly linked to behavioral change that leads to an increase in used oil and used oil filter recycling. That linkage must be documented with evaluation data related to used oil recycling or other environmentally sustainable behaviors.
- **School Education/Curricula Expenses (only for *Earth Resources – A Case Study: Oil and Closing the Loop: 2000 edition*¹)**
 - Promotion of training to local school staff and teachers
 - Meeting room expenses
 - Staff developer (trainer) costs (Travel is listed as requiring pre-approval)
 - Teacher expenses for attending training workshops of approved curriculum (including costs for substitute teachers)
 - Photocopying and materials expenses
- **Personnel costs for used oil/used oil filter recycling activities**
 - Training costs directly related to used oil/used oil filter recycling activities
- **Load checking projects** related to the identification of used oil
- **Indirect or Overhead Costs** that do not exceed 10% of the grant award amount and are supported with a cost-allocation plan

Storm Water Expenses

Since January 2002, some storm water mitigation expenditures are considered eligible expenses. Storm water mitigation is defined in Public Resources Code Section 48618.4 to include "...the prevention of storm water pollution from used oil and oil byproducts and the reduction or alleviation of the effect of storm water pollution from used oil and oil

Storm Water Expenses (cont'd)

byproducts by means of action taken on public property. Mitigation includes the installation of devices and implementation of practices that prevent used oil and oil byproducts from causing storm water pollution. Mitigation does not include the cleanup or restoration of polluted areas”.

- **Storm water expenses may not exceed 50% of the UBG award.**
- All related storm water expenses such as personnel, publicity and education, stenciling, and storm water filter purchase/maintenance is counted towards the 50% cap.
- To be eligible, each jurisdiction must self-certify that it has a storm water mitigation program that has been approved by its local Regional Water Quality Control Board.
- All storm water expenses must be accounted for, and reported as a separate category on the Expenditure Itemization Summary.

The following types of storm drain filters (inserts; debris screens) are eligible:

- A debris screen that covers the opening to the storm drain inlet. Regular municipal street-sweeping must occur where debris screens are installed;
- A catch basin (street side) inlet insert that **does not** contain oil absorbent media;
- A catch basin inlet insert that **does** contain oil absorbent media plus a debris screen that covers the opening to the storm drain inlet. (The debris screen prevents debris and sediment from entering the storm drain and obstructing the oil absorbent media.);
- A vertical drop-in parking lot inlet insert that **does** contain oil absorbent media (must be covered by a grate or debris screen).

Note: Periodic clean-out of catch basin inlet **inserts** and replacement of their oil-absorbent media are eligible for grant funding. However, street sweeping and clean-out of catch basin inlets without inserts are not eligible for grant funding.

Ineligible Expenses

Any expenditure that does not support the implementation of used oil and used oil filter collection programs is ineligible for UBG funding. The activities, products, or expenditures listed below are specifically identified as ineligible. The ineligible expenditures include, but are not limited to:

- Costs incurred prior to July 1, 2007 or after June 30, 2010
- Purchasing or leasing of land or buildings
- Costs currently covered by another CIWMB loan, grant, or contract

Ineligible Expenses (cont'd)

- 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 your CIWMB Grant Manager
- Remediation (any cleanup or restoration of polluted areas)
- *Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) 40-hour and 24-hour courses*
- Enforcement activities
- Profit or mark-up by the Grantee
- Preparation of Household Hazardous Waste (HHW) elements (HHWE)
- Out-of-state travel
- Developing or customizing of school curricula
- Overtime costs/ Compensated Time Off (except for local government staffing during specially scheduled evening or weekend events outside of staff's normal work hours that have been pre-approved in writing by the CIWMB Grant Manager when law or labor contract requires overtime compensation)
- Any food or beverages (e.g., as part of meetings, workshops, or events)
- Cell phones, pagers, cameras, personal digital assistants, and other similar electronic devices
- Movie theater screen advertising
- Premiums that contribute to the HHW waste stream
- Transportation & disposal of non-oil HHW from any facility or event
- Equipment, materials or supplies at HHW facilities or antifreeze, battery, oil, and paint facilities (ABOP) not directly related to the collection of used oil and used oil filters
- Any costs not consistent with local, state, or federal guidelines and regulations
- Travel expenditures that exceed the state rate (for hotel and meal rates, see www.catravelmart.com and click on "Lodging Reimbursement Rates" for hotel maximum rates and "DPA Lodging Reimbursement" for Meals and Incidentals and for Personal Vehicle Mileage Reimbursement
- Any personnel costs incurred as a result of time an employee assigned to the project funded by the grant does not work on the project (e.g., use of accrued sick leave, accrued vacation, etc.)
- Any pre-paid expenditures for future goods or services 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 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

Publicity and Education Requirements

- receive written pre-approval from the CIWMB Grant Manager.)
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations
- Costs to maintain an existing HHW program where used oil is not collected
- Developing any type of permanent facility on non local government-owned property
- *Expenses for audits of the Grantee's entire organization, or portions thereof that include a review of one or more UBG and/or Opportunity Grant cycles are not eligible for reimbursement.*

Premiums must be appropriate for the target audience; durable, and not likely to be disposed of in a short time or to contribute to the waste stream or hazardous waste stream (e.g., any item containing batteries, mercury, etc.); and not promoting a particular brand-name products or private businesses. Premiums must directly relate to and/or be used for used oil and used oil filter collection and recycling needs and/or be clearly linked to behavioral change that leads to an increase in used oil and used oil filter recycling. That linkage must be documented with evaluation data related to used oil recycling or other environmentally sustainable behaviors.

For all languages other than English, Grantee must work with a person fluent in reading and writing the language². A description of the translator's qualifications, as well as an English version of the material 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.

Materials or items purchased may be denied full reimbursement if they do not meet the requirements detailed in this section.

All items/materials, as appropriate, must meet the acknowledgement, advertising/public education, and recycled-content product requirements³ as set forth in the Terms and Conditions, and must include the following:

- a) 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" 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.

Publicity and Education Requirements (cont'd)

- b) Specific information on used oil/used oil filter recycling/disposal.
- c) A list of used oil collection centers within the targeted community or a telephone number to call for information on local collection centers. When locations are listed, include the following language: "Call for hours of operation." (Use the 1-800-CLEANUP number [or www.cleanup.org website] if your jurisdiction does not maintain its own 24-hour hotline.)"
- d) The "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Used Oil Filters" as appropriate.

Copyright Requirements

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.

Combining Used Oil With Other Environmental Programs

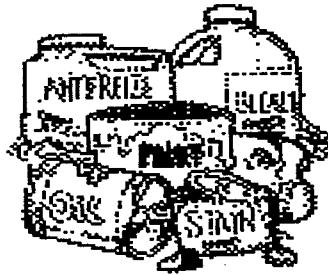
Both storm water and/or HHW recycling programs may be incorporated with the used oil recycling message on publicity and education (P&E) items. The funding level for the P&E portion for these programs will be determined on a case-by-case basis by the CIWMB Grant Manager. To be eligible for any funding, the proposal must meet the minimum requirements for Used Oil P&E, and clearly support all of the key components of the UBG program.

Graphics



RECYCLE
USED OIL

Graphics are available on the CIWMB's website at: www.ciwmb.ca.gov/UsedOil/graphics/default.htm#usedoil.) Use the State colors (blue oil drop on yellow background) on any material produced in four or more colors. (The color designation for professional printing is Yale Blue-Pantone 286C; Golden Yellow-Pantone 123C.)



Recycled-Content Product Requirements

All Grantees must report the percentage of recycled-content material for all 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 Report. The form can be found at CIWMB's website at <http://www.ciwmb.ca.gov/HHW/Forms>.

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

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

Large Equipment CIWMB Acknowledgement

A CIWMB sticker (bumper sticker size) that displays the "used oil drop" logo including the text "Recycle Used Oil" and "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 picture of this equipment should include the affixed sticker. CIWMB has stickers available at no cost which may be requested from your CIWMB Grant Manager.

Fiscal Reporting and Grant Payments

Expenditure Itemization Summary (EIS)

Grantees are required to submit an Expenditure Itemization Summary (EIS) Form covering expenses for the previous fiscal year (July 1 – June 30) by grant cycle or for any period in which expenses were incurred. *Effective July 1, 2006, each EIS must be accompanied by supporting documentation for each line item expense. The supporting documentation should be an invoice, receipt, or if not, a purchase order with proof of payment (e.g., cancelled check, bank statement, accounting report) or other proof of payment documentation.*

Please contact your CIWMB Grant Manager for approval if you intend to provide some other form of supporting documentation.

**Expenditure
Itemization
Summary (EIS)
(cont'd)**

Use the reporting and expenditure categories listed below when preparing the EIS. Only directly applicable eligible expenses should be included. Summarize all of the expenses that were incurred by grant cycle over the twelve (12) month reporting period and use only the categories that are applicable to the Grantee's grant program, including personnel costs related to that task(s). For each category, identify the related tasks and expenses. If there is more than one invoice from a company, list them separately on the EIS. Include invoice numbers.

Permanent Collection Facilities – Includes eligible expenses for collection centers; permanent household hazardous waste collection facilities (PHHWCFs); and antifreeze, battery, oil, and paint (ABOP) facilities. **Do not** include publicity and education or oil containers in this category.

Temporary or Mobile Collection – Eligible expenses for temporary events at an established facility, and mobile events.

Residential Collection – Curbside or door-to-door collection of used oil and used oil filters.

Load Checking Program – Inspection of loads for used oil at solid waste landfills or transfer stations.

Publicity and Education – All eligible publicity, public education, and community outreach events (except those related to storm water education).

- A partial list of examples includes newspaper ads; radio spots; public service announcement TV spots; flyers; brochures; door hangers; utility bill inserts; billboards; collection center handouts (such as "shelf talkers"), and premiums.
- Material/supply expenses for community events and school presentations should be included in this category.
- Local government personnel expenses should be placed into the Personnel/Other category.

Personnel/Other – Include directly applicable personnel expenses for employees of the grant jurisdiction for tasks NOT included in other categories or for staff time that will be charged against the grant that cannot be assigned to a program-related category listed above.

- Expenses should be broken down to reflect hourly charges, where applicable.
- Include any non-storm water expenses that do not fit into any other category.
- Personnel costs incurred via storm water program activities must be included in the associated storm water categories described below.
- Contractor or consultant hours should be placed into the other

**Expenditure
Itemization
Summary (EIS)
(cont'd)**

appropriate categories in which the expenses were incurred.

EIS Certification - The EIS MUST include the following certification:

"I certify under penalty of perjury, under the laws of the State of California, that the above information is correct and that all funds received have been expended in accordance with the Used Oil Recycling Block Grant."

The certification MUST be dated and signed by the person authorized in the Grantee's resolution. An EIS received without the signed certification will not be approved.

Storm Water

A maximum of 50% of the UBG may be spent on all storm water program expenses:

- **Mitigation** - filter media, debris screens, and maintenance (see page 4 for more details)
- **Education** - storm drain stenciling, publicity - education costs, and personnel

**Reimbursement
Payments**

UBG funds will be expended on a reimbursement basis , with only the following exceptions: the advance payment option is available for Grantees receiving \$20,000 or less, and for multi-jurisdictional and regional grantees whose individual jurisdictions would have received \$20,000 or less had they applied individually at the Grant Manager's discretion. Staff will consider exceptions to the reimbursement policy for financial hardship situations on a case-by-case basis.

To receive a reimbursement payment, Grantees must submit a completed EIS and Grant Payment Request Form. Reimbursement payment requests must be submitted no later than 6 months from the end of the grant term. Once reviewed and approved, the payment reimbursement will be processed.

Up to four reimbursement requests are available per year, per cycle, and no less than one per year, per cycle. Exceptions to this schedule must be pre-approved in writing by your CIWMB Grant Manager.

Required Documents and Format for Payment Request

A complete payment request must include the following items in the order listed *in addition to a brief narrative that explains for what activities the expenses were incurred, if the payment request is not submitted with the annual report. (The CIWMB Grant Manager may require additional narrative to fully understand the nature of the expenditures.)*

1. **Grant Payment Request Form (CIWMB 87)** – This form must be signed by the individual authorized by the resolution.

**Reimbursement
Payments (cont'd)**

2. Expenditure Itemization Summary (CIWMB 667 or Grantee's own version) - All expenditures must be itemized and arranged by the Reporting and Expenditure Categories.

Note: all expenditures must be accompanied by documentation that describes the EIS categories for which the funds were spent, when they were spent, who did the work or spent the funds and the invoice numbers associated with the spent funds. Effective July 1, 2006, each EIS must be accompanied by supporting documentation for each line item expense. The supporting documentation should be an invoice, receipt, or if not, a purchase order with proof of payment (e.g., cancelled check, bank statement, accounting report) or other proof of payment documentation.

Please contact your CIWMB Grant Manager for approval if you intend to provide some other form of supporting documentation.

3. Personnel Expenditure Itemization Summary (CIWMB 165) for Grantee staff as well as consultants and subcontractors or an equivalent form (if pre-approved by the CIWMB Grant Manager) that captures all the same data. This form must be signed by the Signature Authority or by personnel or accounting, not by someone within the program that administers the grant.

a. Travel Expense Form (CIWMB form or Grantee's own version)

Most UBG funds will be paid by reimbursement payments. Under this payment method, the CIWMB retains ten percent (10%) of the requested amount until the grant is closed out. The remaining ten percent (10%) reimbursement payment (Withhold amount) will be released to the Grantee at the conclusion of the grant term once the Grantee has complied with all grant provisions.

- The Grantee will have to incur costs for the entire grant amount.
- The Grantee is responsible to ensure that subcontractors who administer and/or implement the grant on behalf of the Grantee comply with this Grant Agreement.
- The Grantee must spend all of the available funds from the oldest UBG prior to spending any funds from more recent UBGs. For example, utilize all funds from the 12th cycle grant before showing any 13th cycle expenses on the EIS.
- It is acceptable to split an invoice across two separate UBG cycles in order to "zero out" all funds in the oldest UBG before using funds from a more recent UBG.

**Advance Payment
Option**

The advance payment option is available at the CIWMB Grant Manager's discretion for grantees receiving \$20,000 or less, and for multi-jurisdictional and regional Grantees whose individual jurisdictions would have received \$20,000 or less had they applied

Advance Payment Option (cont'd)

individually. Staff will consider exceptions to the reimbursement policy for financial hardship situations on a case-by-case basis.

Where advance payment has been approved, UBG recipients will receive ninety percent (90%) of their UBG award in advance once the Grant Agreement is fully executed and a signed Grant Payment Request is submitted. Advancement of funds is conditional upon full repayment of all outstanding UBG funds and interest owed to the CIWMB.

In cases where a UBG recipient receives a ninety percent (90%) payment advance, the CIWMB retains ten percent (10%) of the awarded grant amount until the grant is closed out. The remaining ten percent (10%) from the overall UBG amount will be released to the Grantee at the conclusion of the grant term once the Grantee has complied with all grant provisions and has incurred eligible costs that meet or exceed one hundred percent (100%) of the grant award plus accrued interest.

- The Grantee will have to incur eligible costs for the ninety percent (90%) advanced and the interest accrued or return any unspent advanced funds to the CIWMB. If the Grantee chooses not to incur costs equivalent to the ten percent (10%) withheld from the overall UBG amount, the CIWMB will retain the ten percent (10%) withhold and close the grant. If the Grantee incurs costs that cover all or part of the ten percent (10%) withheld, the CIWMB will reimburse those eligible costs, retain any remaining funds of the ten percent (10%) withhold, if any, and close the grant.

Note: CIWMB will formally invoice any unspent advanced grant funds or interest accrued.

Sequence of Spending

- The Grantee must spend all of the available funds from the oldest UBG prior to spending any funds from more recent UBGs. For example, utilize all funds from the 12th cycle grant before showing any 13th cycle expenses on the EIS.
- It is acceptable to split an invoice across two separate UBG cycles in order to “zero out” all funds in the oldest UBG before using funds from a more recent UBG.

Interest on Advance Payments

Interest earned for each UBG Cycle advance must be tracked and accounted for separately. All grant funds must be placed in an interest-bearing account with a fully insured financial institution. Any interest accrued and received from this account may only be used after receiving prior written approval from the CIWMB Grant Manager and then may only be used for eligible expenses related to the grant.

Supporting documents (e.g., copies of invoices, receipts, timesheets, payroll reports) must be submitted to the CIWMB Grant Manager to

**Interest on Advance
Payments (cont'd)**

document the expenditure(s).

Interest accrued must be stated on the FINAL EIS only.

In cases where grant funds are forwarded directly to a contractor for expenditure, the Grantee is subject to the same requirements pertaining to tracking of accrued interest, unless the money is spent by the Grantee within ninety (90) days of issuance of the funds to the Grantee. Therefore, the Grantee is required to impose upon any contractor to which it entrusts advanced grant funds the obligation to comply with the requirements of the Grant Agreement regarding interest. The Grantee is ultimately responsible for all advanced funds and accrued interest thereon.

The Grantee is responsible to ensure that subcontractors who administer and/or implement the grant on behalf of the Grantee comply with the terms of this Grant Agreement.

Any unused interest accrued must be returned to the CIWMB at the end of the grant term. Grantees should contact their administration and finance office to establish a process to track and report this interest.

**Supporting
Documentation for
All Expenditures**

Supporting documentation - Documentation for all expenditures claimed on the Grant Payment Request should be retained for a minimum of 3 years after closeout of the grant term for audit purposes. (see Audit/Records Access in Terms and Conditions (Exhibit A). *Beginning on July 1, 2006, Grantees will be required to submit copies of supporting documents (e.g., copies of invoices, receipts) for expenditures other than personnel to accompany EISs. Personnel Expenditure Summary documents or equivalent (e.g., timesheets, labor hour reports, payroll reports) must be submitted for all personnel costs. Retain the original documents at your office. Types of acceptable documentation include but are not limited to:*

- **Invoices** that include vendor's name, telephone number and address; a description of goods or services purchased; amount due; and date
- **Receipts** that include the same information as invoices.
- **Purchase orders** that include the same information as invoices and must be accompanied by proof of payment (e.g., copies of cancelled checks)
- **Personnel Expenditure Summary Form** (CIWMB 165 or your own version) that documents actual time spent on grant-related activities
- **Travel Expense Form** (CIWMB form or your own version) that documents costs related to travel and includes supporting documentation
- **Samples** of all publicity and education materials purchased or developed with grant funds

**Supporting
Documentation for
All Expenditures
(cont'd)
Ten Percent
Withhold**

- **Proof of Payment** (e.g. copies of cancelled checks and/or documented payment within the financial records.)

Ten percent (10%) will be withheld from each Grant 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. To be reimbursed for the 10% Withhold from the grant, submit a Grant Payment Request Form along with the final EIS and other required documents.

**Overhead/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 award amount. 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-related activities.

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. However, any such activity must be **clearly supported** by appropriate documentation and shall not be charged to the grant as overhead or indirect cost.
- The Grantees must maintain organized and accurate records that follow generally accepted accounting principles (GAAP) and leave an audit trail. The Grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by the CIWMB.

Overhead/Indirect Costs (cont'd)

- The Grantees must have on file an internally approved **Cost Allocation Plan** which specifically documents how the cost amount was established and which is supported by formal accounting records to substantiate the charges. The Cost Allocation Plan must be approved by an appropriate Supervisor/Manager in your agency. The Cost Allocation Plan must identify program elements included in the overhead/indirect cost calculation. See the sample "Cost Allocation Plan" calculation listed below:

Total department indirect cost *divided by* total department direct cost base equals the overhead/indirect cost rate.

- If the Grantee utilizes a contractor to administer and/or implement the grant, then the overhead and indirect costs of such contractor may be charged to the grant only to the extent that such costs could have been charged by the Grantee.

Exceptions

Exceptions to the provisions of the Grant Agreement may be considered on a case-by-case basis.

All requests for exceptions must be submitted in writing and approved in writing by your CIWMB Grant Manager prior to the implementation or expenditure of the approved exception. The Grantee is responsible for retaining documentation of any exceptions to the Grant Agreement for audit purposes.

Program Annual Report

Grantees are required to submit an Annual Report on **August 15th** of each year demonstrating program progress and how they have spent their UBG funds for the previous fiscal year (July 1 – June 30). Grantees are required to report on each active UBG *in a single Annual Report*. The report must clearly identify the grant cycles. Grantees that do not show progress toward implementation of a used oil and used oil filter collection and education program may not receive all or part of the UBG allocation for the current year which began on July 1. This lack of performance will also be noted if Grantees apply for future Used Oil and/or HHW funds.

*Grantees will lose eligibility for the current grant cycle which began on July 1 if the grantee fails to submit the completed Annual Report by August 15 or fails to submit a completed report during a grace period determined by the Grant Manager. Grantees will not lose their eligibility for subsequent grant cycles if they submit a completed application during the next cycle's application period and meet the mandates of the Terms and Conditions and the Procedures and Requirements of all previous UBG cycles, including submission of all required completed reports. **Grantees will also be required to submit a statement explaining why they missed the Annual Report***

Program Annual Report (cont'd)

deadline and what corrective action they have taken to ensure future compliance. The corrective action must meet the approval of the CIWMB Grant Manager.

All forms can be downloaded from the CIWMB website at <http://www.ciwmb.ca.gov/HHW/Forms>.

Final Reports

Final Reports for Grant closures require additional documentation *and may be submitted early if activities are completed and all funds expended before the end of the grant term.* Grants are not considered closed until all the reporting requirements have been met, all available funding has been expended or returned to the CIWMB, and/or the grant term has expired. The Final Report covers activities conducted between the last Annual Report and the grant closure date. If an advance was approved, any unexpended advanced grant funds and/or interest accrued (if applicable) must be returned to the CIWMB or the Grantee will be invoiced by the CIWMB.

Note: All invoices, receipts, etc. must be submitted no later than December 31 of the same calendar year in which the grant term ends.

Items required for a Final Report:

1. Completed Annual Report Form (CIWMB 644) if grant is completed by June 30 or a summary of activities completed since the last August 15 Annual Report if grant is closed early.

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."

For Grantees receiving \$20,000 or less per grant cycle, the narrative responses need to be provided on the Annual Report Form and all other sections must be completed. All Grantees must submit a complete Annual Report Form. Refer to the Used Oil Block Grant Annual Report Form located on our website.

2. Certified Collection Center Site Visit Checklists (if not submitted earlier) (CIWMB 665)
3. Recycled-Content Product Certification Form (RCP) (CIWMB 74G) for each item purchased with grant funds (submit a separate form for each supplier).

**Final Reports
(cont'd)**

4. 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 requirements of the grant (i.e. oil logo, "funded by grant from" phrase, "Zero Waste—You Make it Happen!," etc.) 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 PDF copy of graphics is acceptable. The CIWMB Grant Manager may ask for a copy of the graphic in its original format.
 - 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).

5. Samples of Final Television, Video and Radio Ads. A final copy of each ad (if not previously submitted) in the appropriate media format (DVD format for videos and CD-rom for radio ads).

Annual Site Visits

FAILURE TO SUBMIT THE REQUIRED ANNUAL REPORTS BY THE SPECIFIED DEADLINES MAY CAUSE THE GRANTEE TO BE INELIGIBLE FOR THE CURRENT UBG CYCLE AND MAY RESULT IN INVOICING OR TERMINATION OF OTHER OPEN UBG CYCLES.

Annual site visits to the Grantee's Certified Collection Centers are a grant requirement during each fiscal year. Grantees must visit at least one Certified Collection Center per 100,000 population. For more detailed information, refer to the CIWMB web site. **Please submit site visit forms (CIWMB 664 or CIWMB 665) as soon as completed, to your CIWMB Grant Manager. Unless previously submitted within the current fiscal year, these forms must be submitted with the Annual Report.**

**Audit
Considerations**

Documentation and a clear audit trail are essential to grant management.

The Grantee agrees to maintain records for a possible audit for a **minimum of three (3) years after final payment 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.

Examples of audit documentation include, but are not limited to,

**Audit
Considerations
(cont'd)**

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.

Refer to the Terms and Conditions (Exhibit A) for more information.

¹ The CIWMB recommends and distributes the following curricula free of charge to teachers: *Earth Resources – A Case Study: Oil* – appropriate for 6-12 grades. *Closing the Loop: 2000 edition* – appropriate for K-6 grades (this unit includes HHW specific lessons for both the K-3 grade level and the 4-6 grade level).

The CIWMB has copies of these curricula. For more information, visit www.ciwmb.ca.gov/schools or call (916) 341-6769.

² There are only two acceptable Spanish translations: “Financiado por una beca del California Integrated Waste Management Board” or “Patrocinado por fondos del California Integrated Waste Management Board.” For other languages, you must work with a certified translator or person fluent in reading and writing that language.

³ For information on minimum recycled-content products, see www.ciwmb.ca.gov/BuyRecycled/StateAgency/.

Index of Website Addresses Forms and Contact Resources

I. FORMS

- Recycled Content Certification (RCP) Form
www.ciwmb.ca.gov/Grants/Forms/CIWMB074Goil.doc
- Lodging, Mileage and Per Diem Reimbursement Rate
<http://www.catravelmart.com>
- Used Oil Annual Block Grant Form
<http://www.ciwmb.ca.gov/UsedOil/Forms/Grants/CIWMB644.doc>
- Payment Request Form
<http://www.ciwmb.ca.gov/Grants/Forms/CIWMB087.doc>
- Expenditure Itemization Summary Form
<http://www.ciwmb.ca.gov/HHW/Forms/Grants/CIWMB667.xls>
- Expenditure Itemization Summary Sample
<http://www.ciwmb.ca.gov/HHW/Grants/Samples/CIWMB667.pdf>
- Travel Expense Log
<http://www.ciwmb.ca.gov/Grants/Forms/Travel.xls>
- Personnel Expenditure Summary Form
<http://www.ciwmb.ca.gov/Grants/Forms/CIWMB165.doc>
- Used Oil Recycling Incentive Payment Claim/Report Form
<http://www.ciwmb.ca.gov/UsedOil/Forms/ciwmb031.doc>
- Certification Application
<http://www.ciwmb.ca.gov/UsedOil/Forms/CIWMB029.doc>
- Registration Application
<http://www.ciwmb.ca.gov/UsedOil/Forms/CIWMB030.doc>
- Certified Center Site Visit Checklist – Multiple Sites
www.ciwmb.ca.gov/UsedOil/Forms/CIWMB665.doc
- Certified Center Site Visit Checklist (one site)
www.ciwmb.ca.gov/UsedOil/Forms/CIWMB664.doc

II. RESOURCE INFORMATION

- Used Oil Certification County Assignments (CIWMB staff to assist you)
<http://www.ciwmb.ca.gov/UsedOil/CertCenters/Contacts.htm>
- Grant Manager Contacts
<http://www.ciwmb.ca.gov/HHW/Grants/Contacts.htm>
- County Contacts for "Where to Take That Contaminated Used Oil"
<http://www.ciwmb.ca.gov/UsedOil/Handling/Contaminated/WhereToTake.htm>
- Frequently Asked Questions by Generators of Used Oil
<http://www.ciwmb.ca.gov/UsedOil/CertCenters/FAQ.htm>
- Hazardous Waste Transporter Database
<http://www.dtsc.ca.gov/database/Transporters/Trans000.cfm>
- List of resources, forms, and signs available from CIWMB
<http://www.ciwmb.ca.gov/UsedOil/CertCenters/Resources.htm>

III. ADDITIONAL CONTACT INFORMATION

- 1-800-CLEANUP
www.1800cleanup.org or www.earth911.org
- Community Based Social Marketing
www.cbsm.com
- Department of Toxic Substances Control
www.DTSC.ca.gov