



Pilot Waste Tire Grant Program

Notice of Funding Availability

The grant application period is now closed. Please see the Tire Grants page for information on any current grant programs.

The California Integrated Waste Management Board (Board) receives an annual appropriation from the California Tire Recycling Management Fund to administer the Tire Recycling Act and related legislation. At its November 20, 1996 meeting, the Board allocated \$200,000 for a Pilot Local Enforcement Agency (LEA) Waste Tire Grant Program.

[Application](#) | [Notice of Funding Availability](#)

FUNDING

The Board anticipates dividing \$100,000 between two (2) Grantees for inspection/compliance and surveillance activities. A second block of \$100,000 will be available for surveillance activities only which will be divided among at least three (3) Grantees (up to \$30,000 each).

PURPOSE

Under this program it will be the responsibility of the Grantee to conduct waste tire facility (WTF) inspections of those facilities that accept or store more than 500 waste tire at one location and/or conduct WTF surveys. The intent of this pilot program is to 1) implement an effective inspection and compliance program at the LEA level which will provide guidance to facility operators, and if necessary, take the initial enforcement actions to remediate threats to the public health, safety and the environment; and 2) develop an extensive list of those WTFs which fall under Board jurisdiction.

ELIGIBILITY

Program eligibility will be determined by need and the LEA's desire to participate. LEAs with WTFs in their jurisdiction that accept or store more than 500 waste tires at one location are eligible for inspection/compliance activities. LEAs with tire dealers and/or auto dismantlers which accept or store waste tires on site are eligible for surveillance activities.

APPROVED RESOLUTION

An approved resolution from the applicant's governing body authorizing submittal of an application for the Pilot Waste Tire Grant must be submitted to the Board by May 2, 1997.

APPLICATION SUBMITTAL

Applicants must submit **one original and three copies** of the application form to the Board. Send applications to the California Integrated Waste Management Board, Financial Assistance Branch, Grants Administration Unit, 8800 Cal Center Drive, MS-19, Sacramento, California 95826.

APPLICATION DEADLINE

Applications must be received at the Board's office by 3:00 p.m. or postmarked by Monday, March 17, 1997. Late applications will be returned to the applicant and not be considered for grant funding.

CONTACT

For any additional information please direct all technical questions to the Board's Enforcement Branch at (916) 341-6421. For any administrative questions or to request additional copies of the application package contact (916) 341-6393 or (916) 255-3825 of the Board's LEA/EA Branch.

California Tire Recycling Program

Application for Pilot Waste Tire Grant Program

1996/1997

PROGRAM DESCRIPTION

The California Integrated Waste Management Board (Board) receives an annual appropriation from the California Tire Recycling Management Fund to administer the Tire Recycling Act and related legislation. Program implementation began in 1990 and is supported by a \$0.25/tire fee paid by persons leaving tires for disposal with tire dealers. Recently enacted legislation, AB 2108 (Mazzoni), changes the point of fee collection to the point of retail purchase and became effective January 1, 1997. These statutory fee collection provisions sunset June 30, 1999.

On September 5, 1996, the Board's Policy, Research, and Technical Assistance Committee held a workshop on the Tire Program Priorities and Funding Allocations. The Committee met again on October 22, 1996 to consider the policy issues and staff funding recommendations. At its November 20, 1996 Board meeting, \$200,000 was allocated for a Pilot Local Enforcement Agency (LEA) Waste Tire Grant Program.

Funds allocated are for grants to LEAs to perform inspection/compliance and surveillance activities at waste tire facilities (WTFs) where LEAs can demonstrate sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program. The following describes the two options available for grant funding.

OPTION # 1 INSPECTION AND COMPLIANCE

Under this activity it will be the responsibility of the Grantee to conduct WTF inspections of those facilities that accept or store more than 500 waste tires at one location. *This activity also includes the surveillance activities described in Option #2.* The intent of this activity is to develop and implement an effective inspection and compliance program at the LEA level which will provide guidance to facility operators, and if necessary, take the initial enforcement action necessary to remediate threats to the public health and safety, and the environment. The LEA levels of enforcement are as follows:

Letter of Violation

After conducting a facility inspection and determining non-compliance, a Letter of Violation (LOV) will be issued by the LEA to the owner/operator advising them of the outstanding violation(s) and requiring a Corrective Action Plan (CAP) indicating how the owner/operator will comply with the applicable standards or provide a remediation plan for the removal of the waste tires.

Warning Letter

If the owner/operator fails to submit a CAP, a Warning Letter will then be issued by the LEA to the owner/operator allowing an additional few weeks for the owner/operator to submit the CAP.

Referral to the Board for Follow-Up Action

If compliance has not been met after the LOV or Warning Letter process, the LEA will refer the site to the Board's Enforcement Branch. The Board's Enforcement staff will then proceed with appropriate enforcement actions.

OPTION # 2 SURVEILLANCE

Under this activity it will be the responsibility of the Grantee to conduct WTF surveys of tire dealers and auto dismantlers which accept or store waste tires on site. The intent of this activity is to reinforce the tire dealers' and/or auto dismantlers' responsibility to use "registered waste tire haulers" for waste tire removal and to subsequently maintain "waste tire manifests" that document waste tire removal. In addition to identifying to the Board's Enforcement Branch those tire dealers and auto dismantlers that are or are not in compliance with hauler/manifest requirements, the LEA will also identify and report sites that may be in violation of WTF permit requirements.

The Board Enforcement staff will provide survey sheets to be used for information gathering at tire dealers and auto dismantlers. The information gathered by the Grantee will consist of the business name and address, the name of the waste tire hauler, whether or not waste tire manifests are being adequately completed, and the quantity of waste tires stored on site. *This information will be submitted to the Board Enforcement staff on a monthly basis.*

APPLICANT ELIGIBILITY

LEAs with WTFs in their jurisdiction that accept or store more than 500 waste tires at one location are eligible for inspection/compliance activities (Option #1) and surveillance activities (Option #2) under the Pilot Waste Tire Grant Program.

LEAs with tire dealers and/or auto dismantlers in their jurisdiction that generate and/or store waste tires are eligible for surveillance activities (Option #2) under the Pilot Waste Tire Grant Program.

PROGRAM ELIGIBILITY

Program eligibility will be determined by need and the LEA's desire to participate.

- Eligible project expenses include:
- Personnel expenses directly related to the inspection/compliance and/or surveillance of WTFs.
- Enforcement activity expenses directly related to the inspection/compliance and/or surveillance of WTFs. Prior approval must be obtained by the Board's Enforcement Program Manager.

Ineligible project expenses include, but are not limited to:

- Overhead or indirect costs.
- Feasibility or planning studies.
- Travel expenses.

- Equipment.
- Staff training.
- Purchase of computer hardware or software.
- Any food or beverages (e.g., as part of meetings, workshops or training).
- Staff hours charged at an overtime rate.

GRANT FUNDING

The Board anticipates dividing \$100,000 between two (2) Grantees for inspection/compliance and surveillance activities (Option #1). A second block of \$100,000 will be available for surveillance activities (Option #2) only which will be divided among at least three (3) Grantees (up to \$30,000 each). A \$30.00 per site base rate shall be used to calculate the amount for total grant request.

APPLICATION PROCESS

The application process consists of submitting **one original and three copies** of the Pilot Waste Tire Grant Program application as described under the "application instructions". This includes submission of a Work Statement and completion of the forms and adherence to

procedures attached as Exhibits A-H in the Appendix. Send applications to the California

Integrated Waste Management Board, Financial Assistance Branch, Grants Administration Unit, 8800 Cal Center Drive, MS-19, Sacramento, California 95826, attention Kay Wilson.

APPLICATION DEADLINE

The Board will accept applications for the Pilot Waste Tire Grant Program until 3:00 p.m. March 17, 1997. Applications must be received at the Board's offices by 3:00 p.m. or postmarked by Monday, March 17, 1997. Late applications will be returned to the applicant and will not be considered for grant funding.

APPLICATION REVIEW

First, Board staff will review all applications to verify they are complete and incorporate the criteria identified in the "application instructions."

After the close of the application period, a panel of Board staff will review and score each grant application. Grant applications will be evaluated based upon the review criteria shown on the following pages. Staff will use this criteria to rank the applications and develop funding recommendations for the Board's review.

Board staff will determine the awards and present their recommendations to the appropriate Board Committee and the full Board by the end of May, 1997. Applicants will be notified by mail in advance of the Committee and Board meetings and receive a copy of staff's grant funding recommendations.

AUDIT REQUIREMENTS

This grant is subject to a desk or field audit. Accordingly, the Grantee is responsible for maintaining source documents substantiating the expenditures claimed and must make them available at the time of the audit. These include all records relating to the implemented program (i.e., expenditure ledger, payroll register entries, time sheets, paid warrants, resolution setting fringe benefit rate, contracts, change orders, invoices, cancelled checks). Records must be maintained for a period of three (3) years from the date of final payment by the State.

California Integrated Waste Management Board Pilot Waste Tire Grant Program

APPLICATION INSTRUCTIONS

Satisfactory completion of this section will be critical to the applications overall evaluation. In addition, each application should: (1) present the required information in the order it is requested below; (2) have tabbed dividers separating each component; and (3) have pages numbered consecutively on 8 1/2" x 11" paper.

APPLICATION COVER SHEET (Exhibit A)

The application cover sheet includes basic information identifying the applicant, the individuals responsible for program implementation, and the project.

The Program Director is the person who has primary responsibility at the local level for the program. "Title" means the official position in the local jurisdiction, e.g. Director of Environmental Health.

The Project Manager is the person responsible for carrying out the project's goals and may be the same person as the Program

Director. This person must be a local government employee.

State Assembly and Senate district numbers on appropriate lines.

Note: SIGNATURE REQUIRED

PROGRAM APPLICATION (Exhibit A)

The Program Application includes the following elements:

An overview of the proposed program's goals and objectives. This information should correspond in the Work Statement (Exhibit B). Information should include:

1. **NEED** -- Grant proposal clearly describes and demonstrates the local or statewide need for the project and the benefits and end products resulting from the project. For example, proposal:

- Provides convincing reasons why the project should be funded
- Addresses identified gap in service availability; current unmet need
- Describes and documents the problem
- Supports the existence of the problem with surveys and studies
- Adequately describes any health and safety threats or environmental concerns

2. **OBJECTIVES** -- Work Statement and grant narrative are sufficiently detailed to determine that the project:

n Is based on the identified need described in the narrative

- Describes specific and measurable goals and objectives
- Demonstrates that objectives can be achieved within indicated time frame

3. **METHODOLOGY** -- Grant proposal describes by task the activities to be undertaken to achieve the objectives. For example, proposal:

n Describes why the proposed activities are the best way to address the identified need

- Describes in detail how the objectives will be met with available time and resources
- Identifies staffing required to carry out the proposed project
- Describes involvement of cooperating organizations
- Presents a specific plan for future funding

4. **EVALUATION** -- Grant proposal describes a method to evaluate the success of the project and determine whether objectives were accomplished.

For example, proposal:

n Includes both process and outcome evaluation

- Describes a method for evaluating and modifying methods during project implementation
- Describes clearly the criteria for determining success
- States who will be responsible for the evaluation
- Explains any statistical tests or questionnaires to be used
- Describes any evaluation reports to be produced

5. **BUDGET** -- Grant proposal demonstrates that the project is cost effective in relation to the location, source, quality, and quantity of targeted wastes.

APPROVED RESOLUTION (Exhibit C)

The application package must include an approved resolution from each applicant's governing body authorizing submittal of the application and identifying the title of the individual authorized to execute any agreements, contracts and requests for payment. Please select your authorized representative carefully because this will be the only person whose signature will be recognized by

the Board. Jurisdictions must submit an approved resolution by May 2, 1997. A sample resolution is included in this document in the Appendix as Exhibit C.

APPLICATION SUBMITTAL

Applicants must submit **one original and three copies** of the application to the Board by 3:00 p.m. March 17, 1997. Send applications to the California Integrated Waste Management Board, Financial Assistance Branch, Grants Administration Unit, 8800 Cal Center Drive, MS-19, Sacramento, California 95826, attention Kay Wilson. Applications must be received at the Board's office by 3:00 p.m. or postmarked by Monday, March 17, 1997. Late applications will be returned to the applicant and not be considered for grant funding. It is the applicants responsibility to ensure that the application is received on time at the Board. Please submit applications to:

California Integrated Waste Management Board
Financial Assistance Branch, Grants Administration Unit
8800 Cal Center Drive, MS-19
Sacramento, California 95826
Attention: Kay Wilson
California Integrated Waste Management Board
Pilot Waste Tire Grant Program

APPENDIX

- EXHIBIT A Grant Application Cover Sheet/Application**
- EXHIBIT B Pilot Waste Tire Grant Program Work Statement**
- EXHIBIT C Sample Resolution**
- EXHIBIT D Grant Agreement**
- EXHIBIT E Terms and Conditions**
- EXHIBIT F Administrative Procedures and Requirements**
- EXHIBIT G Board of Equalization (BOE) Tire Dealer List**
- EXHIBIT H California Integrated Waste Management Board Tire Enforcement List**

Exhibit A

STATE OF CALIFORNIA

**CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
GRANT APPLICATION COVER SHEET
PILOT WASTE TIRE GRANT PROGRAM**

FOR AGENCY USE ONLY:

File # _____
Eligible _____
Amount _____

Name of Applicant (LEA) _____

Address _____

City _____ State _____ Zip _____

Name & Title of Program Director _____ Telephone _____

Name of the Project Manager _____ Telephone _____

State Assembly District(s) _____ State Senate District(s) _____

Waste Tire Site Name and Address/Location [Attach California Integrated Waste Management Board Tire Enforcement list] (for Inspection/Compliance Activities-Option #1)

Waste Tire Dealers [Attach Board of Equalization (BOE) list] and/or Auto Dismantlers [Grantee must research and attach list] Name

and Address/Location (for Surveillance Activities-Option #2)

Total Grant Request \$

Certification

The applicant certifies, under penalty of perjury, that all information submitted for the California Integrated Waste Management Board's consideration for allocation of grant funds is, to the best of his/her knowledge and belief, true and correct.

Name of Authorized Person _____

Title _____ Telephone _____ FAX _____

Signature _____ Date _____

Exhibit A

**PROGRAM APPLICATION
PILOT WASTE TIRE GRANT PROGRAM**

Applicant: _____

NEED (Overview of the program's goals and objectives):

OBJECTIVES (Describe specific and measurable goals and objectives; demonstrate that objectives can be achieved within indicated time frame):

METHODOLOGY (Describe by task the activities to be undertaken to achieve the objectives):

EVALUATION (Describe methods to evaluate the success of the project and determine whether objectives were accomplished):

BUDGET (Demonstrate that the project is cost effective):

Exhibit B

California Integrated Waste Management Board
Pilot Waste Tire Grant Program

WORK STATEMENT

Description of Task	Budget	Product or Results	Staff or Contractor	Time Period
-Development of Auto Dismantler list				

Exhibit C

**California Integrated Waste Management Board
Pilot Waste Tire Grant Program**

**RESOLUTION AUTHORIZING SUBMITTAL OF
PILOT WASTE TIRE GRANT APPLICATION**

(Sample/Please Retype)

WHEREAS, funds allocated and are available from the California Integrated Waste Management Board for grants to Local Enforcement Agencies to perform enforcement/compliance and/or surveillance activities at waste tire facilities; and

WHEREAS, the Local Enforcement Agency demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program;

NOW, THEREFORE, be it resolved that the (*governing body of the local jurisdiction*) authorizes the submittal of an application to the California Integrated Waste Management Board for a Pilot Waste Tire Grant. The (*title of official*) of the (*name of jurisdiction*) is hereby authorized and empowered to execute in the name of (*name of jurisdiction*) all necessary applications, contracts, agreements and amendments for the purposes of securing grant funds and to implement and carry out the purposes specified in the application.

The foregoing resolution was passed by (*governing body of the local jurisdiction*) this _____ day of _____, 19_____. Effective _____, 19_____.

ATTEST:

Signed:

Date: _____

(Name and Title of official authorized to sign)

Exhibit E

**California Integrated Waste Management Board
Pilot Waste Tire Grant Program**

TERMS AND CONDITIONS

Purpose. The purpose of this agreement is to establish the terms and conditions of the Pilot Waste Tire Grant Program.

Definitions. In interpreting this agreement, the following terms will have the meanings given to them below, unless the context clearly indicates otherwise.

A. "Board" will mean the California Integrated Waste Management Board.

B. "Executive Director" will mean the Executive Director of the California Integrated Waste Management Board, or his/her designee.

C. "State" will mean the State of California, including but not limited to, the California Integrated Waste Management Board and/or its designated officer.

D. "Grantee" will mean the recipient of funds pursuant to this Agreement.

E. "Program Manager" will mean the Board staff person responsible for monitoring the grant.

Audit. The Grantee agrees that the Board, the State Controller's Office and the State Auditor General's Office, or their designated representatives, will have an absolute right of access to all of the Grantee's records pertaining to the agreement to conduct reviews and/or audits. Grantee's records pertaining to the agreement, or any part thereof requested, will be made available to the designated

auditor(s) upon request for the indicated reviews and/or audits. Such records will be retained for at least three (3) years after expiration of the agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, whichever is later.

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

Drug-Free Workplace Certification. The Grantee, by signing this agreement, certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Grantee will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following: (a) the dangers of drug abuse in the workplace, (b) the Grantee's policy of maintaining a drug-free workplace, (c) any available counseling, rehabilitation and employee assistance programs, and (d) penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed grant: (a) will receive a copy of the company's drug-free policy statement, and (b) will agree to abide by the terms of the company's statement as a condition of employment on the grant. The person signing this grant on behalf of the Grantee swears that he/she is authorized to legally bind the Grantee to this certification and makes this certification under penalty of perjury under the laws of the State of California.

Availability of Funds. The Board's obligations under this agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Payment. The Budget states the maximum amount of allowable costs for each of the tasks identified in the Work Statement. The Board will reimburse the Grantee for performing only those services specified in the Work Statement and presented on the payment request.

In the event the Grantee's projection of costs indicates a need to revise the Budget, the Grantee will notify the Board within ten (10) working days of the discovery of need for revision.

Entire Agreement. This agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments hereto, Grantee's application and supplemental information generated pursuant to the grant agreement contains the entire agreement of the parties.

Failure to Complete Project. Given that the benefit to be derived by the Board from the full compliance by the Grantee with the terms of this grant is the investigation and application of technologies, processes, and devices which support reduction, reuse and/or recycling of wastes, should the Grantee fail to complete the project, the Board will only reimburse the Grantee for the work performed under the grant which resulted in either information, a process, usable data, or a partial product which can be used to aid in reduction, reuse and/or recycling of waste as determined by the Program Manager.

Communications. Direct all technical questions to Keith Cambridge of the Board's Enforcement Branch at (916) 341-6421. For any administrative questions contact Diane Vlach at (916) 341-6393 or Jo Clement at (916) 255-3825 of the LEA/EA Branch. Direct any written communication to the above persons at California Integrated Waste Management Board, Permitting and Enforcement Division, 8800 Cal Center Drive, Sacramento, California, 95826.

Confidentiality/Public Records. The Grantee and the Board understand that each party may come into possession of information and/or data which 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, commencing with Government Code Section 6250. The Board 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 Board, only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

Publicity and Acknowledgement. The Grantee agrees that it will acknowledge the Board's support each time projects funded, in whole or in part, by this agreement are publicized in any news media, brochures, or other type of promotional material.

Ownership of Drawings, Plans and Specifications. The Board will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, paid for in any part with grant funds, and copies thereof will be delivered to the Board upon request. The Board will have the full right to use said copies in any manner when and where it may determine without any claim on

the part of the Grantee, its vendors or subcontractors to additional compensation.

Successors and Assigns. The provisions of the agreement will be binding upon and inure to the benefit of the Board and the Grantee and their respective successors and assigns.

Discretionary Termination or Assignment of Agreement. The Board will have the right to terminate this agreement at its sole discretion at any time upon 30 days' written notice to the Grantee. In the case of early termination, a final payment will be made to the Grantee upon receipt of a financial report and invoices covering costs incurred prior to termination, and a written report describing all work performed by the Grantee to date of termination.

Stop Work Notice. Immediately, upon receipt of a written notice to stop work, the Grantee will cease all work under the agreement.

Disputes. If for any reason the Grantee and the Executive Director cannot reach mutual agreement, the Grantee may refer the dispute to the Board for final resolution.

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 the agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

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 the agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that the agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Force Majeure. Neither the Board nor the Grantee, including the Grantee's contractor(s), if any, will 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, or flood, or any other cause beyond the reasonable control of such party.

Controlling Law. All questions concerning the validity and operation of the agreement and the performance of the obligations imposed upon the parties hereunder will come within the jurisdiction of and be governed by the laws of the State of California.

Compliance. The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits. The Grantee must provide evidence that all local, state and/or federal permits, licenses, registrations, and approvals for the proposed project have been secured and 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 permits or other requirement necessary to carry out the terms of this agreements. Any deviation from these stated requirements will result in non-payment of grant funds.

Insurance. The Grantee shall obtain, and keep in force for the term of this agreement, and require its contractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the Grantee, or its employees, engaged in the provision of service specified in this agreement.

- A. Worker's Compensation Insurance in accordance with the statutory requirements of the State where the work is performed.
- B. Comprehensive personal injury liability insurance, including coverage of owned, hired and nonowned automobiles.
- C. Comprehensive property damage liability insurance, including coverage of owned, hired and nonowned automobiles.
- D. Equipment and motor vehicle coverage at a level sufficient for replacement of property acquired under this agreement.
- E. Insurance coverage required for program implementation pursuant to Title 22, California Code of Regulations, Section 66264.147.

Hold Harmless.

A. 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 due to any activity undertaken or any product, structure or condition created pursuant to, or as a result of, this agreement.

B. Grantee agrees to indemnify, hold harmless and defend the State, its officials, officers, agents, employees and servants, against any and all liabilities, losses, claims, demands, damages, actions, suits, judgments, costs and expenses (including but not limited to, attorneys' fees and costs), of whatsoever character or kind, arising out of, resulting from, or in any way connected with or incident to activities undertaken or products, structures or conditions created pursuant to, or as a result of, this agreement.

Nondiscrimination Clause (OCP - 2)

A. During the performance of this grant, the Grantee, contractor and its subcontractors will not deny the grant's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Grantee will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. Grantee will comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

C. Grantee and any subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

D. Grantee will include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the grant.

Exhibit F

**California Integrated Waste Management Board
Pilot Waste Tire Grant Program**

ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

INTRODUCTION

These Administrative Procedures and Requirements for the Pilot Waste Tire Grant Program set forth the policies and procedures for administering the Pilot Waste Tire Grant award made through the California Integrated Waste Management Board's (Board) Permitting and Enforcement Division. This document, which is incorporated by reference into the grant agreement, describes the administrative reporting requirements, instructions for obtaining payment of the grant, and fiscal control procedures to be followed in implementing this Pilot Waste Tire Grant Program. Direct all technical questions to Keith Cambridge of the Board's Enforcement Branch at (916) 341-6421. For any administrative questions contact Diane Vlach at (916) 341-6393 or Jo Clement at (916) 255-3825 of the LEA/EA Branch. Direct any written communication to the above persons at the California Integrated Waste Management Board, Permitting and Enforcement Division, 8800 Cal Center Drive, Sacramento, California 95826.

ELIGIBLE PROGRAMS

The Board anticipates Waste Tire Grant funding for two (2) LEAs, up to \$50,000 each, to establish WTF inspection/compliance and surveillance activities in their jurisdictions. Additionally, \$100,000 will be divided among at least three (3) LEAs to implement WTF surveillance activities in their respective jurisdictions. This proposal is focused on those jurisdictions where it has been demonstrated that there are significant waste tire issues in these locales. The Grantee must adhere to the proposal approved by the Board.

ELIGIBLE EXPENSES

Grant monies only fund expenses incurred during the grant term and described in the Grantee's approved Work Statement. It is the Grantee's responsibility to ensure that all claimed costs are appropriate by reviewing all contract documents and other information updates supplied by the Board's LEA/EA Branch, and consulting with the Grantee's Board Enforcement liaison for all technical questions. All claimed costs to be funded with grant funds must be clearly related to WTF compliance/inspection or WTF surveillance or the claim will not be considered or honored.

Examples of eligible expenses are:

Personnel expenses directly related to the inspection/compliance and/or surveillance of WTFs.

Enforcement activity expenses directly relating to the inspection/compliance and/or surveillance of WTFs. Prior approval must be obtained by the Board's Enforcement Program Manager.

Ineligible project expenses include, but are not limited to:

Overhead or indirect costs.

Feasibility or planning studies.

Travel expenses.

Equipment.

Purchase of computer hardware or software.

Any food or beverages (e.g., as part of meetings, workshops or training).

Staff hours charged at an overtime rate.

FINAL REPORT

The Final Report and Payment Request must be received by the Board's Pilot Waste Tire Grant Program Manager in the Enforcement Branch, Permitting and Enforcement Division by April 30, 1998. Format instructions for the Final Report will be sent to Grantees during March 1998. If requested, the Grantee must make an oral presentation to the California Integrated Waste Management Board.

FAILURE TO COMPLY

Failure to comply with the reporting requirements specified above may result in termination of this agreement or suspension of any or all outstanding Payment Requests until such time as the Grantee has satisfactorily completed the reporting provisions.

GENERAL GUIDELINES

Grantees will be paid 90% of the total awarded amount upon execution of the grant agreement. In order to receive the remaining 10% balance, all work must be completed by April 30, 1998, including a final report detailing completed work. It is the responsibility of the Grantee to maintain records in the event of an audit.

Payment can only be made to the Grantee. It is the responsibility of the Grantee to pay all contractors for goods and services rendered.

SUPPORTING DOCUMENTATION

Supporting documentation is not required with Payment Request. Because this grant is subject to a desk or field audit supporting documentation must be maintained at the Grantee's offices (i.e., personnel payroll documentation).

Personnel information must be computed on actual time spent on grant related activities. The following information should be maintained at the Grantee's office in the event of an audit.

Records of expenditures by the classification(s) of the employee(s), source document (i.e., timesheet, date), date worked, hourly wage/rate (including benefits), number of hours worked, and grant related tasks performed.

MAILING ADDRESS

Direct all technical questions to Keith Cambridge of the Board's Enforcement Branch at (916) 341-6421. For any administrative questions contact Diane Vlach at (916) 341-6393 or Jo Clement at (916) 255-3825 of the LEA/EA Branch. Direct any written communication to the above mentioned persons at California Integrated Waste Management Board, Permitting and Enforcement Division, 8800 Cal Center Drive, Sacramento, California 95826.

GRANT CLOSURE

The Board's Grant Manager will close out the grant when the Final Report and Payment Request are submitted and she/he determines that all applicable administrative actions and all required tasks of the grant have been completed. The Final Report must be approved before the Final Payment Request is approved and forwarded to the State Controller's Office for payment. The ten percent (10%) retention will be released upon receipt and approval of the Final Report and Payment Request.

AUDIT REQUIREMENTS

The Grantee agrees that the Board, the State Controller's Office and the State Auditor General's Office, or their designated representatives, will have an absolute right of access to all of the Grantee's records pertaining to the grant to conduct reviews and/or audits, including, but not limited to the Grantee's contractors and any entity receiving benefit from the grant funds. These records pertaining to the grant funds will be made available to the designated auditor(s) upon request for the reviews and/or audits. Such records will be retained for at least three (3) years after expiration of the agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, or audit, whichever is later.

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

EXCEPTIONS

Any exceptions to these Administrative Procedures must be requested in writing. The request will be reviewed and a determination made by the Board's Pilot Waste Tire Program Manager in the Enforcement Branch, Permitting and Enforcement Division within ten (10) working days.



California Tire Recycling Program Application for Pilot Waste Tire Grant Program 1996/1997

PROGRAM DESCRIPTION

The California Integrated Waste Management Board (Board) receives an annual appropriation from the California Tire Recycling Management Fund to administer the Tire Recycling Act and related legislation. Program implementation began in 1990 and is supported by a \$0.25/tire fee paid by persons leaving tires for disposal with tire dealers. Recently enacted legislation, AB 2108 (Mazzoni), changes the point of fee collection to the point of retail purchase and became effective January 1, 1997. These statutory fee collection provisions sunset June 30, 1999.

On September 5, 1996, the Board's Policy, Research, and Technical Assistance Committee held a workshop on the Tire Program Priorities and Funding Allocations. The Committee met again on October 22, 1996 to consider the policy issues and staff funding recommendations. At its November 20, 1996 Board meeting, \$200,000 was allocated for a Pilot Local Enforcement Agency (LEA) Waste Tire Grant Program.

Funds allocated are for grants to LEAs to perform inspection/compliance and surveillance activities at waste tire facilities (WTF) where LEAs can demonstrate sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program. The following describes the two options available for grant funding.

OPTION # 1 INSPECTION AND COMPLIANCE

Under this activity it will be the responsibility of the Grantee to conduct WTF inspections of those facilities that accept or store more than 500 waste tires at one location. *This activity also includes the surveillance activities described in Option #2.* The intent of this activity is to develop and implement an effective inspection and compliance program at the LEA level which will provide guidance to facility operators, and if necessary, take the initial enforcement action necessary to remediate threats to the public health and safety, and the environment. The LEA levels of enforcement are as follows:

Letter of Violation

After conducting a facility inspection and determining non-compliance, a Letter of Violation (LOV) will be issued by the LEA to the owner/operator advising them of the outstanding violation(s) and requiring a Corrective Action Plan (CAP) indicating how the owner/operator will comply with the applicable standards or provide a remediation plan for the removal of the waste tires.

Warning Letter

If the owner/operator fails to submit a CAP, a Warning Letter will then be issued by the LEA to the owner/operator allowing an additional few weeks for the owner/operator to submit the CAP.

Referral to the Board for Follow-Up Action

If compliance has not been met after the LOV or Warning Letter process, the LEA will refer the site to the Board's Enforcement Branch. The Board's Enforcement staff will then proceed with appropriate enforcement actions.

OPTION # 2 SURVEILLANCE

Under this activity it will be the responsibility of the Grantee to conduct WTF surveys of tire dealers and auto dismantlers which accept or store waste tires on site. The intent of this activity is to reinforce the tire dealers' and/or auto dismantlers' responsibility to use "registered waste tire haulers" for waste tire removal and to subsequently maintain "waste tire manifests" that document waste tire removal. In addition to identifying to the Board's Enforcement Branch those tire dealers and auto dismantlers that are or are not in compliance with hauler/manifest requirements, the LEA will also identify and report sites that may be in violation of WTF permit requirements.

The Board Enforcement staff will provide survey sheets to be used for information gathering at tire dealers and auto dismantlers. The information gathered by the Grantee will consist of the business name and address, the name of the waste tire hauler, whether or not waste tire manifests are being adequately completed, and the quantity of waste tires stored on site. *This information will be submitted to the Board Enforcement staff on a monthly basis.*

APPLICANT ELIGIBILITY

LEAs with WTFs in their jurisdiction that accept or store more than 500 waste tires at one location are eligible for inspection/compliance activities (Option #1) and surveillance activities (Option #2) under the Pilot Waste Tire Grant Program.

LEAs with tire dealers and/or auto dismantlers in their jurisdiction that generate and/or store waste tires are eligible for surveillance activities (Option #2) under the Pilot Waste Tire Grant Program.

PROGRAM ELIGIBILITY

Program eligibility will be determined by need and the LEA's desire to participate.

Eligible project expenses include:

- Personnel expenses directly related to the inspection/compliance and/or surveillance of WTFs.
- Enforcement activity expenses directly related to the inspection/compliance and/or surveillance of WTFs. Prior approval must be obtained by the Board's Enforcement Program Manager.

Ineligible project expenses include, but are not limited to:

- Overhead or indirect costs.
- Feasibility or planning studies.
- Travel expenses.
- Equipment.
- Staff training.
- Purchase of computer hardware or software.
- Any food or beverages (e.g., as part of meetings, workshops or training).
- Staff hours charged at an overtime rate.

GRANT FUNDING

The Board anticipates dividing \$100,000 between two (2) Grantees for inspection/compliance and surveillance activities (Option #1). A second block of \$100,000 will be available for surveillance activities (Option #2) only which will be divided among at least three (3) Grantees (up to \$30,000 each). A \$30.00 per site base rate shall be used to calculate the amount for total grant request.

APPLICATION PROCESS

The application process consists of submitting **one original and three copies** of the Pilot Waste Tire Grant Program application as described under the "application instructions". This includes submission of a Work Statement and completion of the forms and adherence to

procedures attached as Exhibits A-H in the Appendix. Send applications to the California

Integrated Waste Management Board, Financial Assistance Branch, Grants Administration Unit, 8800 Cal Center Drive, MS-19, Sacramento, California 95826, attention Kay Wilson.

APPLICATION DEADLINE

The Board will accept applications for the Pilot Waste Tire Grant Program until 3:00 p.m. March 17, 1997. Applications must be received at the Board's offices by 3:00 p.m. or postmarked by Monday, March 17, 1997. Late applications will be returned to the applicant and will not be considered for grant funding.

APPLICATION REVIEW

First, Board staff will review all applications to verify they are complete and incorporate the criteria identified in the "application instructions."

After the close of the application period, a panel of Board staff will review and score each grant application. Grant applications will be evaluated based upon the review criteria shown on the following pages. Staff will use this criteria to rank the applications and develop funding recommendations for the Board's review.

Board staff will determine the awards and present their recommendations to the appropriate Board Committee and the full Board by the end of May, 1997. Applicants will be notified by mail in advance of the Committee and Board meetings and receive a copy of staff's grant funding recommendations.

AUDIT REQUIREMENTS

This grant is subject to a desk or field audit. Accordingly, the Grantee is responsible for maintaining source documents substantiating the expenditures claimed and must make them available at the time of the audit. These include all records relating to the implemented program (i.e., expenditure ledger, payroll register entries, time sheets, paid warrants, resolution setting fringe benefit rate, contracts, change orders, invoices, cancelled checks). Records must be maintained for a period of three (3) years from the date of final payment by the State.

California Integrated Waste Management Board Pilot Waste Tire Grant Program APPLICATION INSTRUCTIONS

Satisfactory completion of this section will be critical to the applications overall evaluation. In addition, each application should: (1) present the required information in the order it is requested below; (2) have tabbed dividers separating each component; and (3) have pages numbered consecutively on 8 1/2" x 11" paper.

APPLICATION COVER SHEET (Exhibit A)

The application cover sheet includes basic information identifying the applicant, the individuals responsible for program implementation, and the project.

The Program Director is the person who has primary responsibility at the local level for the program. "Title" means the official position in the local jurisdiction, e.g. Director of Environmental Health.

The Project Manager is the person responsible for carrying out the project's goals and may be the same person as the Program Director. This person must be a local government employee.

State Assembly and Senate district numbers on appropriate lines.

Note: SIGNATURE REQUIRED

PROGRAM APPLICATION (Exhibit A)

The Program Application includes the following elements:

An overview of the proposed program's goals and objectives. This information should correspond in the Work Statement (Exhibit B). Information should include:

1. **NEED** -- Grant proposal clearly describes and demonstrates the local or statewide need for the project and the benefits and end products resulting from the project. For example, proposal:

- Provides convincing reasons why the project should be funded
- Addresses identified gap in service availability; current unmet need
- Describes and documents the problem
- Supports the existence of the problem with surveys and studies
- Adequately describes any health and safety threats or environmental concerns

2. **OBJECTIVES** -- Work Statement and grant narrative are sufficiently detailed to determine that the project:

- Is based on the identified need described in the narrative
- Describes specific and measurable goals and objectives
- Demonstrates that objectives can be achieved within indicated time frame

3. **METHODOLOGY** -- Grant proposal describes by task the activities to be undertaken to achieve the objectives. For example, proposal:

- Describes why the proposed activities are the best way to address the identified need

Describes in detail how the objectives will be met with available time and resources

- Identifies staffing required to carry out the proposed project
- Describes involvement of cooperating organizations
- Presents a specific plan for future funding

4. **EVALUATION** -- Grant proposal describes a method to evaluate the success of the project and determine whether objectives were accomplished.

For example, proposal:

- Includes both process and outcome evaluation
- Describes a method for evaluating and modifying methods during project implementation
- Describes clearly the criteria for determining success
- States who will be responsible for the evaluation
- Explains any statistical tests or questionnaires to be used
- Describes any evaluation reports to be produced

5. **BUDGET** -- Grant proposal demonstrates that the project is cost effective in relation to the location, source, quality, and quantity of targeted wastes.

APPROVED RESOLUTION (Exhibit C)

The application package must include an approved resolution from each applicant's governing body authorizing submittal of the application and identifying the title of the individual authorized to execute any agreements, contracts and requests for payment. Please select your

authorized representative carefully because this will be the only person whose signature will be recognized by the Board. Jurisdictions must submit an approved resolution by May 2, 1997. A sample resolution is included in this document in the Appendix as Exhibit C.

APPLICATION SUBMITTAL

Applicants must submit **one original and three copies** of the application to the Board by 3:00 p.m. March 17, 1997. Send applications to the California Integrated Waste Management Board, Financial Assistance Branch, Grants Administration Unit, 8800 Cal Center Drive, MS-19, Sacramento, California 95826, attention Kay Wilson. Applications must be received at the Board's office by 3:00 p.m. or postmarked by Monday, March 17, 1997. Late applications will be returned to the applicant and not be considered for grant funding. It is the applicants responsibility to ensure that the application is received on time at the Board. Please submit applications to:

California Integrated Waste Management Board
Financial Assistance Branch, Grants Administration Unit
8800 Cal Center Drive, MS-19
Sacramento, California 95826
Attention: Kay Wilson
California Integrated Waste Management Board
Pilot Waste Tire Grant Program

APPENDIX

EXHIBIT A Grant Application Cover Sheet/Application

EXHIBIT B Pilot Waste Tire Grant Program Work Statement

EXHIBIT C Sample Resolution

EXHIBIT D Grant Agreement

EXHIBIT E Terms and Conditions

EXHIBIT F Administrative Procedures and Requirements

STATE OF CALIFORNIA

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

GRANT APPLICATION COVER SHEET
PILOT WASTE TIRE GRANT PROGRAM

FOR AGENCY USE ONLY:

File # _____
Eligible _____
Amount _____

Name of Applicant (LEA) _____

Address _____

City _____ State _____ Zip _____

Name & Title of Program Director _____ Telephone _____

Name of the Project Manager _____ Telephone _____

State Assembly District(s) _____ State Senate District(s) _____

Waste Tire Site Name and Address/Location [Attach California Integrated Waste Management Board Tire Enforcement list] (for Inspection/Compliance Activities-Option #1)

Waste Tire Dealers [Attach Board of Equalization (BOE) list] and/or Auto Dismantlers [Grantee must research and attach list] Name and Address/Location (for Surveillance Activities-Option #2)

Total Grant Request \$

Certification

The applicant certifies, under penalty of perjury, that all information submitted for the California Integrated Waste Management Board's consideration for allocation of grant funds is, to the best of his/her knowledge and belief, true and correct.

Name of Authorized Person _____

Title _____ Telephone _____ FAX _____

Signature _____ Date _____

PROGRAM APPLICATION
PILOT WASTE TIRE GRANT PROGRAM

Applicant: _____

NEED (Overview of the program's goals and objectives):

OBJECTIVES (Describe specific and measurable goals and objectives; demonstrate that objectives can be achieved within indicated time frame):

METHODOLOGY (Describe by task the activities to be undertaken to achieve the objectives):

EVALUATION (Describe methods to evaluate the success of the project and determine whether objectives were accomplished):

BUDGET (Demonstrate that the project is cost effective):

Exhibit B

**California Integrated Waste Management Board
Pilot Waste Tire Grant Program**

WORK STATEMENT

Description of Task	Budget	Product or Results	Staff or Contractor	Time Period
-Development of Auto Dismantler list				

Exhibit C

**California Integrated Waste Management Board
Pilot Waste Tire Grant Program**

**RESOLUTION AUTHORIZING SUBMITTAL OF
PILOT WASTE TIRE GRANT APPLICATION**

(Sample/Please Retype)

WHEREAS, funds allocated and are available from the California Integrated Waste Management Board for grants to Local Enforcement Agencies to perform enforcement/compliance and/or surveillance activities at waste tire facilities; and

WHEREAS, the Local Enforcement Agency demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program;

NOW, THEREFORE, be it resolved that the (*governing body of the local jurisdiction*) authorizes the submittal of an application to the California Integrated Waste Management Board for a Pilot Waste Tire Grant. The (*title of official*) of the (*name of jurisdiction*) is hereby authorized and empowered to execute in the name of (*name of jurisdiction*) all necessary applications, contracts, agreements and amendments for the purposes of securing grant funds and to implement and carry out the purposes specified in the application.

The foregoing resolution was passed by (*governing body of the local jurisdiction*) this _____ day of _____, 19_____.
Effective _____, 19_____.

ATTEST:

Signed:

Date: _____

California Integrated Waste Management Board

Pilot Waste Tire Grant Program

TERMS AND CONDITIONS

Purpose. The purpose of this agreement is to establish the terms and conditions of the Pilot Waste Tire Grant Program.

Definitions. In interpreting this agreement, the following terms will have the meanings given to them below, unless the context clearly indicates otherwise.

A. "Board" will mean the California Integrated Waste Management Board.

B. "Executive Director" will mean the Executive Director of the California Integrated Waste Management Board, or his/her designee.

C. "State" will mean the State of California, including but not limited to, the California Integrated Waste Management Board and/or its designated officer.

D. "Grantee" will mean the recipient of funds pursuant to this Agreement.

E. "Program Manager" will mean the Board staff person responsible for monitoring the grant.

Audit. The Grantee agrees that the Board, the State Controller's Office and the State Auditor General's Office, or their designated representatives, will have an absolute right of access to all of the Grantee's records pertaining to the agreement to conduct reviews and/or audits. Grantee's records pertaining to the agreement, or any part thereof requested, will be made available to the designated auditor(s) upon request for the indicated reviews and/or audits. Such records will be retained for at least three (3) years after expiration of the agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, whichever is later.

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

Drug-Free Workplace Certification. The Grantee, by signing this agreement, certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Grantee will:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following: (a) the dangers of drug abuse in the workplace, (b) the Grantee's policy of maintaining a drug-free workplace, (c) any available counseling, rehabilitation and employee assistance programs, and (d) penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed grant: (a) will receive a copy of the company's drug-free policy statement, and (b) will agree to abide by the terms of the company's statement as a condition of employment on the grant. The person signing this grant on behalf of the Grantee swears that he/she is authorized to legally bind the Grantee to this certification and makes this certification under penalty of perjury under the laws of the State of California.

Availability of Funds. The Board's obligations under this agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Payment. The Budget states the maximum amount of allowable costs for each of the tasks identified in the Work Statement. The Board will reimburse the Grantee for performing only those services specified in the Work Statement and presented on the payment request.

In the event the Grantee's projection of costs indicates a need to revise the Budget, the Grantee will notify the Board within ten (10) working days of the discovery of need for revision.

Entire Agreement. This agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments hereto, Grantee's application and supplemental information generated pursuant to the grant agreement contains the entire agreement of the parties.

Failure to Complete Project. Given that the benefit to be derived by the Board from the full compliance by the Grantee with the terms of this grant is the investigation and application of technologies, processes, and devices which support reduction, reuse and/or recycling of wastes, should the Grantee fail to complete the project, the Board will only reimburse the Grantee for the work performed under the grant which resulted in either information, a process, usable data, or a partial product which can be used to aid in reduction, reuse and/or recycling of waste as determined by the Program Manager.

Communications. Direct all technical questions to Keith Cambridge of the Board's Enforcement Branch at (916) 341-6421. For any administrative questions contact Diane Vlach at (916) 341-6393 or Jo Clement at (916) 255-3825 of the LEA/EA Branch. Direct any written communication to the above persons at California Integrated Waste Management Board, Permitting and Enforcement Division, 8800 Cal Center Drive, Sacramento, California, 95826.

Confidentiality/Public Records. The Grantee and the Board understand that each party may come into possession of information and/or data which 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, commencing with Government Code Section 6250. The Board 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 Board, only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

Publicity and Acknowledgement. The Grantee agrees that it will acknowledge the Board's support each time projects funded, in whole or in part, by this agreement are publicized in any news media, brochures, or other type of promotional material.

Ownership of Drawings, Plans and Specifications. The Board will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, paid for in any part with grant funds, and copies thereof will be delivered to the Board upon request. The Board will have the full right to use said copies in any manner when and where it may determine without any claim on the part of the Grantee, its vendors or subcontractors to additional compensation.

Successors and Assigns. The provisions of the agreement will be binding upon and inure to the benefit of the Board and the Grantee and their respective successors and assigns.

Discretionary Termination or Assignment of Agreement. The Board will have the right to terminate this agreement at its sole discretion at any time upon 30 days' written notice to the Grantee. In the case of early termination, a final payment will be made to the Grantee upon receipt of a financial report and invoices covering costs incurred prior to termination, and a written report describing all work performed by the Grantee to date of termination.

Stop Work Notice. Immediately, upon receipt of a written notice to stop work, the Grantee will cease all work under the agreement.

Disputes. If for any reason the Grantee and the Executive Director cannot reach mutual agreement, the Grantee may refer the dispute to the Board for final resolution.

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 the agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

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 the agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that the agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Force Majeure. Neither the Board nor the Grantee, including the Grantee's contractor(s), if any, will 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, or flood, or any other cause beyond the reasonable control of such party.

Controlling Law. All questions concerning the validity and operation of the agreement and the performance of the obligations imposed upon the parties hereunder will come within the jurisdiction of and be governed by the laws of the State of California.

Compliance. The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits. The Grantee must provide evidence that all local, state and/or federal permits, licenses, registrations, and approvals for the proposed project have been secured and 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 permits or other requirement necessary to carry out the terms of this agreements. Any deviation from these stated requirements will result in non-payment of grant funds.

Insurance. The Grantee shall obtain, and keep in force for the term of this agreement, and require its contractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the Grantee, or its employees, engaged in the provision of service specified in this agreement.

- A. Worker's Compensation Insurance in accordance with the statutory requirements of the State where the work is performed.
- B. Comprehensive personal injury liability insurance, including coverage of owned, hired and nonowned automobiles.
- C. Comprehensive property damage liability insurance, including coverage of owned, hired and nonowned automobiles.
- D. Equipment and motor vehicle coverage at a level sufficient for replacement of property acquired under this agreement.
- E. Insurance coverage required for program implementation pursuant to Title 22, California Case of Regulations, Section 66264.147.

Hold Harmless.

A. 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 due to any activity undertaken or any product, structure or condition created pursuant to, or as a result of, this agreement.

B. Grantee agrees to indemnify, hold harmless and defend the State, its officials, officers, agents, employees and servants, against any and all liabilities, losses, claims, demands, damages, actions, suits, judgments, costs and expenses (including but not limited to, attorneys' fees and costs), of whatsoever character or kind, arising out of, resulting from, or in any way connected with or incident to activities undertaken or products, structures or conditions created pursuant to, or as a result of, this agreement.

Nondiscrimination Clause (OCP - 2)

A. During the performance of this grant, the Grantee, contractor and its subcontractors will not deny the grant's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor will they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Grantee will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. Grantee will comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135 - 11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

C. Grantee and any subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

D. Grantee will include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the grant.

Exhibit F

**California Integrated Waste Management Board
Pilot Waste Tire Grant Program**

ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

INTRODUCTION

These Administrative Procedures and Requirements for the Pilot Waste Tire Grant Program set forth the policies and procedures for administering the Pilot Waste Tire Grant award made through the California Integrated Waste Management Board's (Board) Permitting and Enforcement Division. This document, which is incorporated by reference into the grant agreement, describes the administrative reporting requirements, instructions for obtaining payment of the grant, and fiscal control procedures to be followed in implementing this Pilot Waste Tire Grant Program. Direct all technical questions to Keith Cambridge of the Board's Enforcement

Branch at (916) 341-6421. For any administrative questions contact Diane Vlach at (916) 341-6393 or Jo Clement at (916) 255-3825 of the LEA/EA Branch. Direct any written communication to the above persons at the California Integrated Waste Management Board, Permitting and Enforcement Division, 8800 Cal Center Drive, Sacramento, California 95826.

ELIGIBLE PROGRAMS

The Board anticipates Waste Tire Grant funding for two (2) LEAs, up to \$50,000 each, to establish WTF inspection/compliance and surveillance activities in their jurisdictions. Additionally, \$100,000 will be divided among at least three (3) LEAs to implement WTF surveillance activities in their respective jurisdictions. This proposal is focused on those jurisdictions where it has been demonstrated that there are significant waste tire issues in these locales. The Grantee must adhere to the proposal approved by the Board.

ELIGIBLE EXPENSES

Grant monies only fund expenses incurred during the grant term and described in the Grantee's approved Work Statement. It is the Grantee's responsibility to ensure that all claimed costs are appropriate by reviewing all contract documents and other information updates supplied by the Board's LEA/EA Branch, and consulting with the Grantee's Board Enforcement liaison for all technical questions. All claimed costs to be funded with grant funds must be clearly related to WTF compliance/inspection or WTF surveillance or the claim will not be considered or honored.

Examples of eligible expenses are:

Personnel expenses directly related to the inspection/compliance and/or surveillance of WTFs.

Enforcement activity expenses directly relating to the inspection/compliance and/or surveillance of WTFs. Prior approval must be obtained by the Board's Enforcement Program Manager.

Ineligible project expenses include, but are not limited to:

Overhead or indirect costs.

Feasibility or planning studies.

Travel expenses.

Equipment.

Purchase of computer hardware or software.

Any food or beverages (e.g., as part of meetings, workshops or training).

Staff hours charged at an overtime rate.

FINAL REPORT

The Final Report and Payment Request must be received by the Board's Pilot Waste Tire Grant Program Manager in the Enforcement Branch, Permitting and Enforcement Division by April 30, 1998. Format instructions for the Final Report will be sent to Grantees during March 1998. If requested, the Grantee must make an oral presentation to the California Integrated Waste Management Board.

FAILURE TO COMPLY

Failure to comply with the reporting requirements specified above may result in termination of this agreement or suspension of any or all outstanding Payment Requests until such time as the Grantee has satisfactorily completed the reporting provisions.

GENERAL GUIDELINES

Grantees will be paid 90% of the total awarded amount upon execution of the grant agreement. In order to receive the remaining 10% balance, all work must be completed by April 30, 1998, including a final report detailing completed work. It is the responsibility of the Grantee to maintain records in the event of an audit.

Payment can only be made to the Grantee. It is the responsibility of the Grantee to pay all contractors for goods and services rendered.

SUPPORTING DOCUMENTATION

Supporting documentation is not required with Payment Request. Because this grant is subject to a desk or field audit supporting documentation must be maintained at the Grantee's offices (i.e., personnel payroll documentation).

Personnel information must be computed on actual time spent on grant related activities. The following information should be maintained at the Grantee's office in the event of an audit.

Records of expenditures by the classification(s) of the employee(s), source document (i.e., timesheet, date), date worked, hourly wage/rate (including benefits), number of hours worked, and grant related tasks performed.

MAILING ADDRESS

Direct all technical questions to Keith Cambridge of the Board's Enforcement Branch at (916) 341-6421. For any administrative questions contact Diane Vlach at (916) 341-6393 or Jo Clement at (916) 255-3825 of the LEA/EA Branch. Direct any written communication to the above mentioned persons at California Integrated Waste Management Board, Permitting and Enforcement Division, 8800 Cal Center Drive, Sacramento, California 95826.

GRANT CLOSURE

The Board's Grant Manager will close out the grant when the Final Report and Payment Request are submitted and she/he determines that all applicable administrative actions and all required tasks of the grant have been completed. The Final Report must be approved before the Final Payment Request is approved and forwarded to the State Controller's Office for payment. The ten percent (10%) retention will be released upon receipt and approval of the Final Report and Payment Request.

AUDIT REQUIREMENTS

The Grantee agrees that the Board, the State Controller's Office and the State Auditor General's Office, or their designated representatives, will have an absolute right of access to all of the Grantee's records pertaining to the grant to conduct reviews and/or audits, including, but not limited to the Grantee's contractors and any entity receiving benefit from the grant funds. These records pertaining to the grant funds will be made available to the designated auditor(s) upon request for the reviews and/or audits. Such records will be retained for at least three (3) years after expiration of the agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, or audit, whichever is later.

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

EXCEPTIONS

Any exceptions to these Administrative Procedures must be requested in writing. The request will be reviewed and a determination made by the Board's Pilot Waste Tire Program Manager in the Enforcement Branch, Permitting and Enforcement Division within ten (10) working days.



Notice of Funding Availability

Pilot Waste Tire Grant Program

The grant application period is now closed. Please see the Tire Grants page for information on any current grant programs.

The California Integrated Waste Management Board (Board) receives an annual appropriation from the California Tire Recycling Management Fund to administer the Tire Recycling Act and related legislation. At its November 20, 1996 meeting, the Board allocated \$200,000 for a Pilot Local Enforcement Agency (LEA) Waste Tire Grant Program.

Funding

The Board anticipates dividing \$100,000 between two (2) Grantees for inspection/compliance and surveillance activities. A second block of \$100,000 will be available for surveillance activities only which will be divided among at least three (3) Grantees (up to \$30,000 each).

Purpose

Under this program it will be the responsibility of the Grantee to conduct waste tire facility (WTF) inspections of those facilities that accept or store more than 500 waste tire at one location and/or conduct WTF surveys. The intent of this pilot program is to (1) implement an effective inspection and compliance program at the LEA level which will provide guidance to facility operators, and if necessary, take the initial enforcement actions to remediate threats to the public health, safety and the environment; and (2) develop an extensive list of those WTFs which fall under Board jurisdiction.

Eligibility

Program eligibility will be determined by need and the LEA's desire to participate. LEAs with WTFs in their jurisdiction that accept or store more than 500 waste tires at one location are eligible for inspection/compliance activities. LEAs with tire dealers and/or auto dismantlers which accept or store waste tires on site are eligible for surveillance activities.

Approved Resolution

An approved resolution from the applicant's governing body authorizing submittal of an application for the Pilot Waste Tire Grant must be submitted to the Board by May 2, 1997.

Application Submittal

Applicants must submit **one original and three copies** of the application form to the Board. Send applications to the California Integrated Waste Management Board, Financial Assistance Branch, Grants Administration Unit, 8800 Cal Center Drive, MS-19, Sacramento, California 95826, attention Kay Wilson.

Application Deadline

Applications must be received at the Board's office by 3:00 p.m. or postmarked by Monday, March 17, 1997. Late applications will be returned to the applicant and not be considered for grant funding.

Contact

For any additional information please direct all technical questions to the Board's Enforcement Branch at (916) 341-6421. For any administrative questions or to request additional copies of the application package contact (916) 341-6393 or (916) 255-3825 of the Board's LEA/EA Branch.