

Dan Skopec
Acting Secretary for
Environmental
Protection

California Integrated Waste Management Board

Margo Reid Brown, Chair
1001 I Street • Sacramento, California 95814 • (916) 341-6000
Mailing Address: P. O. Box 4025, Sacramento, CA 95812-4025
www.ciwmb.ca.gov



Arnold Schwarzenegger

Governor
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JUN 22 2006

Environmental Health

June 19, 2006

Robert Turner
Senior REHS
Marin County
Environmental Health Services
3501 Civic Center Dr., Room 236
San Rafael, CA 94903

Subject: Tire Enforcement Assistance Grant, 12th Cycle – Notice to Proceed

Dear Robert Turner:

This letter constitutes your **Notice to Proceed** authorizing spending of grant funds on eligible grant expenditures beginning June 30, 2006. Your copy of the executed *Grant Agreement* (CIWMB 110) is enclosed.


Grant Agreement Exhibits A through D that were previously sent to you continue to outline the terms and conditions and administrative procedures related to your grant award. "Procedures and Requirements" (Exhibit B) outlines the Progress Report schedule and submittal of Payment Requests. The Board must pre-approve any additional changes to the timeline, budget, or work-plan.

As a reminder, tire enforcement grants are on a cost reimbursement basis. Please submit Payment Request forms and supporting documentation as work is completed. Payment Requests must be accompanied by a Progress Report of grant-related tasks performed and include details of related expenses and personnel costs. Please refer to Exhibit B and Exhibit D for further details.

Please notify us of any changes in contact and/or staff, address, telephone number, electronic mail address, and/or other pertinent information. Finally, please send **2 copies** of the progress reports as specified in Exhibit B. Please direct any request and/or correspondence to:

CIWMB – Special Waste Division
Amalia Fernandez, M.S. 22
P.O. Box 4025
Sacramento, CA 95812-4025

California Environmental Protection Agency

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GRANT AGREEMENT

CIWMB110 (NEW 10/96)

GRANT NUMBER

TEA12-05-28

NAME OF GRANT PROGRAM

2005/2006 Waste Tire Enforcement Grants

GRANT RECIPIENT'S NAME

Marin County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$130,430.00

TERM OF GRANT AGREEMENT

FROM: June 30, 2006

TO: June 30, 2007

THIS AGREEMENT is made and entered into on this 17th day of April 2006, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Marin County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

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

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

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

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

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

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

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE'S NAME (PRINT OR TYPE) Marin County Philip D. Smith	
SIGNATURE —		GRANTEE'S SIGNATURE — <i>PDSmith</i>	
Mark Leary, Executive Director	DATE	TITLE Chief, Environ. Health Svc. (Authorized representative)	DATE 5/22/06
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 3501 Civic Center Dr., Room 236 San Rafael, CA 94903	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$130,430.00	PROGRAM/CATEGORY (CODE AND TITLE) 2005/2006 Waste Tire Enforcement Grants		FUND TITLE TIRE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$130,430.00	ITEM 3910-101-226	CHAPTER 38	STATUTE 2005
	FISCAL YEAR 2005/2006		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-75200-702		
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 ACCOUNTING OFFICER — <i>Dawn M. Johnson</i>		DATE 4/20/06	

GRANT AGREEMENT

CIWMB110 (NEW 10/96)

GRANT NUMBER

TEA12-05-28

NAME OF GRANT PROGRAM

2005/2006 Waste Tire Enforcement Grants

GRANT RECIPIENT'S NAME

Marin County

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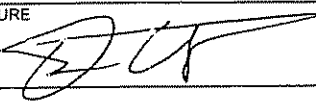


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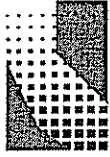
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- Exhibit B - Procedures & Requirements
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SIGNATURE 		GRANTEE'S SIGNATURE 	
Mark Leary, Executive Director	DATE 6/2/06	TITLE Chief, Environ. Health Svc. (Authorized representative)	DATE 5/22/06
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 3501 Civic Center Dr., Room 236 San Rafael, CA 94903	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$130,430.00	PROGRAM/CATEGORY (CODE AND TITLE) 2005/2006 Waste Tire Enforcement Grants		FUND TITLE TIRE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$130,430.00	ITEM 3910-101-226	CHAPTER 38	STATUTE 2005
	FISCAL YEAR 2005/2006		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-75200-702		
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 ACCOUNTING OFFICER 		DATE 4/20/06	



Dan Skopec,
Acting Secretary for
Environmental
Protection

California Integrated Waste Management Board

Margo Reid Brown, Chair
1001 I Street • Sacramento, California 95814 • (916) 341-6000
Mailing Address: P. O. Box 4025, Sacramento, CA 95812-4025
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Arnold Schwarzenegger
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RECEIVED

MAY 19 2006

Environmental Health

May 17, 2006

Robert Turner, Senior REHS
Marin County
Environmental Health Services
3501 Civic Center Dr., Room 236
San Rafael, CA 94903

Subject: FY 2005-2006 WASTE TIRE ENFORCEMENT GRANT

Dear Senior REHS Robert Turner,


On April 19, 2006, the Integrated Waste Management Board approved your Tire Enforcement Grant. Enclosed are the 2005-2006 Waste Tire Enforcement **Grant Agreement and Exhibits**. Please verify that all the information in the Grant Agreement is true and correct. The Grant Agreement must be signed by the signature authority designated in your resolution and be in our office at the following address by **June 15, 2006**:

Via standard mail: California Integrated Waste Management Board
Attention: Vicki Hanson
Administration and Finance Division
P.O. Box 4025, MS-10
Sacramento, CA 95812—4025

Via courier: California Integrated Waste Management Board
Attention: Vicki Hanson
Administration and Finance Division
1001 I Street
Sacramento, CA 95814

Please retain the Exhibits for your records. A fully executed copy of the Grant Agreement and a **Notice to Proceed** will be returned to you for your records. Please note that under this grant the Board cannot pay for services or equipment prior to June 30, 2006, or until the grant agreement is signed by both parties, therefore, it is in your best interest to assure the above deadlines are met.

California Environmental Protection Agency

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Join Governor Schwarzenegger to Keep California Rolling.
Every Californian can help to reduce energy and fuel consumption. For a list of simple ways
you can reduce demand and cut your energy and fuel costs. Flex Your Power and visit www.fypower.com

EXHIBIT A

TERMS AND CONDITIONS

Waste Tire Enforcement Grant Fiscal Year 2005-2006 (Cycle 12)

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

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

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

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Waste Tire Enforcement Grant Program.
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

1. ACKNOWLEDGEMENTS	The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste — You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.
2. ADVERTISING/ PUBLIC EDUCATION	The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials.
3. AIR OR WATER POLLUTION VIOLATION	<p>Under the State laws, the Grantee shall not be:</p> <ol style="list-style-type: none">a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; orc. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

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|-------------------------------------|--|
| 8. AUDIT/RECORDS
ACCESS | <p>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.</p> <p><i>[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. 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.]</i></p> |
| 9. AUTHORIZED
REPRESENTATIVE | <p>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 of the authorized representative.</p> |
| 10. AVAILABILITY OF
FUNDS | <p>The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.</p> |
| 11. CHILD SUPPORT
COMPLIANCE ACT | <p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <ol style="list-style-type: none">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; andb. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. |
| 12. COMMUNICATIONS | <p>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.</p> |
| 13. COMPETITIVE BIDDING | <p>The CIWMB encourages Grantees to use a competitive bidding process when contracting for services required under this Agreement.</p> |
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17. CONTRACTORS/ SUBCONTRACTORS/ VENDORS — DEFINITIONS	<p>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.</p> <p>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.</p> <p>Vendor: A person or entity that contracts to sell goods; the sale of services is expressly excluded from this definition.</p>
18. CONTRACTORS/ SUBCONTRACTORS	<p>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.</p> <p>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.</p>
19. CONTROLLING LAW	<p>This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.</p>
20. COPYRIGHTS AND TRADEMARKS	<ol style="list-style-type: none"> The Grantee assigns to the State 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, including the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the State. 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. The State through the CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant this Agreement, for nonprofit purposes, and to have or permit others to do so on the Grantee's behalf.
21. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA	<p>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.</p>
22. DISCRETIONARY TERMINATION	<p>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:</p> <ol style="list-style-type: none"> Submit a final written report describing all work performed by the Grantee; Submit an accounting of all grant funds expended up to and including the

c. The enforcement of solid waste statutes and regulations, as applicable.

30. FORCE MAJEURE

Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

31. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

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

32. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE

The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

33. 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.

34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)

35. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY

The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CIWMB.

36. NON-DISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in GC §§ 12900 et seq.
 - b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (GC § 12990 (a-f)) and California Code of Regulations, Title 2, Section 8103).
 - c. Grantee shall include the above nondiscrimination and compliance provisions
-

the performance of the obligations imposed upon the parties.

**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.
 - 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.
-

**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/CIWMB074G.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 (PC) fiber. Specific pages containing full color 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 RCP's, the Grantee must document why it was unable to comply with this requirement.

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.

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.

**57. VENUE/ CHOICE OF
LAW**

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

**58. 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.

59. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all final products identified in the Work Plan and reports described in the Procedures and Requirements.

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**60. 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
FY 2005-2006 Waste Tire Enforcement Grant
PROCEDURES AND REQUIREMENTS

1. **Introduction.** These Procedures and Requirements, which are incorporated by reference into the Grant Agreement (Agreement) as Exhibit B, for the California Integrated Waste Management Board (CIWMB) funded fiscal year 2005-2006 Waste Tire Enforcement Grant Program (Grant Program) describe the grant activities, reporting requirements, instructions for obtaining payment from the Grant, and fiscal control procedures to be followed in implementing the Grant Program.
2. **Reports and Correspondence.** Send Payment Requests, Reports, and other correspondence concerning your grant to the CIWMB Grant Manager's (Grant Manager) attention at:

California Integrated Waste Management Board
Attn: Amalia Fernandez
Special Waste Division, MS 22
P.O. Box 4025
Sacramento, CA 95812-4025
afernand@CIWMB.ca.gov

3. **Grant Activities.** The purpose of the Grant is to implement an effective waste tire inspection and compliance program at the local level to protect public health and safety, and the environment. The work to be performed under this Grant shall be in conformance with all applicable sections of the Public Resources Code and Title 14 of the California Code of Regulations and shall be consistent with work outlined in the awarded Grant Application and the Work Plan, Exhibit D, which is incorporated herein by this reference.
4. **Reporting.** Any changes to the established procedures or timeframes must be requested in writing with justification provided and be pre-approved in writing by the Grant Manager. Absent written pre-approval by the Grant Manager of any changes to the reporting procedures and timeframes set forth in this section or any action imposed upon the Grantee for its non-compliance shall remain in place until such time as the Grantee has satisfactory completed the reporting provisions as stated in the Agreement.
 - a. **Progress Reports** are due to the Grant Manager on the fifteenth (15) day of the month in **October, January, and April.** Progress reports shall contain the following information:
 - The following Disclaimer Statement: "The statements and conclusions of this report are those of Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California (State). The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
 - A summary of Grant activities accomplished during the reporting period (period) including highlights of significant compliance issues.
 - The summaries **shall include a Table** showing results of the Grant Program during the period and **must include:**
 - o Inspection Results
 - a. Number of inspections, re-inspection and violations cited
 - b. The number of Notice of Violations (NOVs) issued
 - c. Number of sites brought into compliance after NOVs
 - d. Number of sites referred to the CIWMB for enforcement action
 - e. List of on-going tire related cases that involve the Grantee or the District Attorney, City Attorney or County Counsel.

EXHIBIT B
FY 2005-2006 Waste Tire Enforcement Grant
PROCEDURES AND REQUIREMENTS

5. **Purchasing or Leasing Vehicles with Grant Funds.** Grant applicants that wish to use funds to purchase or lease-to-own vehicles are required to consider the guidelines included in the State Department of General Services (DGS) Management Memorandum (MM) related to Vehicle Purchase and Lease Policy (MM 04-20), issued July 6, 2004 covering alternative fuels, gasoline and hybrid-electric vehicles, SUV's, four wheel drive vehicles and low emission vehicles.

Grantees are strongly encouraged to the extent feasible and practical, to meet the requirements of the DGS Memorandum, as appropriate, for any vehicle purchased in whole or in part with the grant funds. The Grantee must provide a brief explanation if it is not possible, feasible or practical to meet the criteria.

You may find the state vehicle purchasing program highly beneficial as the vehicles may be of lesser cost, and alternative fuel vehicles can be more readily available than if purchased through other means. You can purchase a vehicle that meets the Policy through the State Department of General Services by contacting the Office of Procurement at www.pd.dgs.ca.gov/contracts/vehicles. For your convenience, the DGS Management Memorandum is included herein as Attachment A.

Grantees that purchase or lease-to-own vehicles with grant funds must give the CIWMB a security interest in the vehicle for up to five (5) years.

6. **Grant Payments.**

a. **General Requirements**

1. The CIWMB shall reimburse the Grantee only for those activities described in the Grant Activities section of the Work Plan, which is attached and incorporated into the Agreement as Exhibit D, and those costs specified in the approved Budget of the Application, which is attached and incorporated into the Agreement as Exhibit C. The Grant Manager must approve in writing any deviations from the approved Budget before expenditure for that item is made.
2. The Grantee must submit a completed Grant Payment Request Form, Progress Report and supporting documentation as described below.
3. Payment will be made to the Grantee only. It will be the responsibility of the Grantee to pay all contractors and subcontractors for purchased goods and services.
4. The CIWMB shall withhold ten percent (10%) of each Grant Payment Request until all conditions stipulated in the Agreement have been satisfied.
5. This is a reimbursement Grant.

b. **Submittal of Payment Requests**

1. All Payment Requests must be submitted using a completed Grant Payment Request Form (CIWMB 87) signed by the individual or his/her designee, authorized in the resolution included in the Grant Application. Payment Requests must be submitted with an original signature. Facsimile Payment Requests cannot be approved for payment.
2. **Payment Requests must include an itemization of all expenses by Task and sub-task, as described in the Application and approved Budget (Exhibit C).**
3. If the Grantee is requesting reimbursement for the purchase or lease of a vehicle, the Grantee must provide the CIWMB with a security interest in the vehicle for up to five (5) years and a statement as to whether the vehicle meets the DGS requirements as stated in Section 5 (Purchasing or Leasing Vehicles with Grant Funds) of these Procedures and Requirements (Exhibit B) prior to being reimbursed for vehicle costs.

EXHIBIT B
FY 2005-2006 Waste Tire Enforcement Grant
PROCEDURES AND REQUIREMENTS

8. Any personnel costs incurred as a result of time an employee assigned to the project funded by the Grant does not actually work on the project (e.g. use of accrued vacation, sick leave, etc.)
9. Any other costs deemed by the Grant Manager to be unreasonable, not related to the purpose of the grant, or for unsatisfactory performance on specific tasks.

8. **Conflict of Interest:** If the grantee also receives or plans to receive waste tire cleanup grant funds from the CIWMB, the grantee may be required to demonstrate the steps it has taken or plans to take to prevent any bias or conflict of interest that might arise from administering both grants.

9. **Records and Audit Requirements.** This Grant is subject to a desk or field audit, as more fully described in the attached Terms and Conditions. The Grantee must retain all financial and Grant Program documents, including but not limited to statistical records, supporting documents, source documents, expenditure ledgers, payroll register entries, time sheets, paid warrants, contracts, change orders, invoices, receipts, and canceled checks that substantiate the expenditures claimed. The Grantee must have a Cost Allocation Plan on file to substantiate hourly rates (e.g., benefits, hourly wage rates). These must be made available at the time of an audit.

10. **Release of Funds.** Payment Requests will be approved for payment upon determination by the Grant Manager that the request is complete, accurate, and submitted, as required. The Grantee may expect payment within forty-five (45) calendar days from the date the Payment Request is approved by the Grant Manager. The Final Report must be approved by the Grant Manager before the Final Payment Request is approved for payment. The ten percent retention (10%) will be released when all conditions stipulated in this Agreement have been satisfied. Grantees are required to use generally accepted accounting principles in documenting expenditures.

11. **Grant Closure.** The Grant Manager will close-out the grant when 1) 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 satisfactorily completed; or, 2) the termination of this Agreement, whichever comes first.

12. **Exceptions.** Exceptions to the provisions of these *Procedures and Requirements* must be requested in writing and pre-approved in writing by your Grant Manager. The exception request will be reviewed and a determination made by the Grant Manager within fifteen (15) working days.

13. **Request for Changes.** Send requests to modify the Work Plan, Budget or for exceptions to the provisions of the Procedures and Requirements to the Grant Manager's attention at:

California Integrated Waste Management Board
Attn: Amalia Fernandez
Special Waste Division, MS 22
P.O. Box 4025
Sacramento, CA 95812-4025

E-mail requests for modifications or exceptions may be sent to afernand@ciwmb.ca.gov.

**TEA 12 Proposed Budget & Expenditure Spreadsheet
Direct Costs - Worksheet A**

Grant Task	Description of Work	Hourly Wage	Hours	Other	Total Cost
Task 1 - Inspections / NOV Compliance / Re-Inspection					
Task 1	Numbers of Sites	Hourly Wage	Inspection Hours	Number of Inspections	Subtotal
MAXIMUM		\$100.00	4	1*	
Routine					
Number of Facilities (Sites >500 tires)					\$0
Number of Haulers	1		2	1	\$0
Number of Generators: <500 Tires	105	\$100.00	3	1	\$31,500
Total # of Sites	106				
Re-inspections					
NOV Follow-ups	53	\$100.00	3	2	\$31,800
Sub Total					\$63,300
Referrals					
Referrals Inspections (10% of Subtotal)					\$6,330
Total Cost for Task 1- Inspections					\$69,630
Task 2 - Surveillance / Enforcement / Case Development					
Task 2	Description of Activities	Hourly Wage	Hours		Subtotal
MAXIMUM		\$100.00			
Surveillance					\$0
Field Investigations and Follow-up	Grant applications, site visits	\$100.00	143		\$14,300
Complaints / Referrals		\$100.00	15		\$1,500
CHP/Local Police Checkpoints or Stings		\$100.00			\$0
Other		\$100.00			\$0
Enforcement					\$0
Case Development		\$100.00	15		\$1,500
Other		\$100.00			\$0
Total Cost for Task 2 (Cannot Exceed 50% of Task 1A)					\$17,300

**TEA 12 Proposed Budget & Expenditure Spreadsheet
Equipment and Support Costs - Worksheet B (Cannot exceed 20% of Worksheet A)**

Grant Task	Description of Work	Quantity	Unit Cost	Other	Total Cost
Task 6 - Equipment					
Task 6	Description of Activities	Quantity	Cost	Material Cost	Subtotal
Field Equipment	Camera, Batteries, etc.				\$500
Health and Safety Gear					\$100
Computers, Service and Accessories					\$2,000
Other	Office Supplies				\$1,500
Total Cost for Task 6 - Equipment					\$4,100
Task 7 - Transportation					
Task 7	Description of Activities	Miles	Cost per Mile	Material Cost	Subtotal
MAXIMUM	of a Car			\$25,000.00	
Lease or purchase					\$0
MAXIMUM	7B - Mileage Costs		\$0.34 or County/City rate - whichever less		
County car or rental	County Gas				\$1,500
Maintenance	Oil Change / Tune up				\$300
Total Cost for Task 7 - Transportation (7A+7B)					\$1,800
Worksheet B Subtotal (Subtotal shall not 20% of Worksheet A)					\$5,900

**TEA I2 Proposed Budget & Expenditure Spreadsheet
Indirect Costs - Worksheet C**

Task 8 - Misc. / Indirect Costs					
Task 8	Description of Activities			Cost	Subtotal
	Administration				
Other	Supervision				
Total Cost for Task 8 - Indirect Costs					\$0
Subtotal of Worksheet A					\$124,530
Subtotal of Worksheet B					\$5,900
WORKSHEET B SUBTOTAL SHALL NOT EXCEED 20% OF WORKSHEET A					\$24,906
Subtotal of Worksheet C					\$0
MISC./INDIRECT COSTS NOT TO EXCEED 10% OF WKSHTS A and B SUM					\$13,043
Total Grant Request (Worksheet A, B and C)					\$130,430

EXHIBIT D

FY 2005-2006 Waste Tire Enforcement Grant General Work Plan

This is a general Waste Tire Enforcement Work Plan (Work Plan), which is incorporated by reference into the Grant Agreement (Agreement) as Exhibit D, for the California Integrated Waste Management Board (CIWMB) funded fiscal year 2005-2006 Waste Tire Enforcement Grant Program (Grant Program). The Work Plan describes the grant activities required under each task and is to be followed as stated below. The Program tasks in this document correspond to the tasks in the Budget, which is incorporated by reference into this Agreement as Exhibit C. Changes to this Work Plan can only be made with prior written approval from the CIWMB Grant Manager (Grant Manager). Failure to comply with the specified requirements and timeframes or other unsatisfactory performance may result in termination of this Agreement, suspension of any or all outstanding Payment Requests, and/or loss of funding for future grant cycles.

Request for Changes. Send requests to modify the Work Plan and/or Budget to the Grant Manager's attention at:

California Integrated Waste Management Board
Attn: Amalia Fernandez
Special Waste Division, MS 22
P.O. Box 4025
Sacramento, CA 95812-4025

E-mail requests for such modifications may be sent to:
afernand@CIWMB.ca.gov

Grant Activities.

The purpose of the Grant is to implement an effective waste tire inspection and compliance program at the local level to protect public health and safety, and the environment. The work to be performed under these Grant Activities shall be in conformance with all applicable sections of the Public Resources Code and Title 14 of the California Code of Regulations, and shall include work outlined in the awarded Grant Application and the following tasks:

Task 1. Conduct Inspections and Surveys (Inspections)

A. Types and Quantity of Inspections

1) The Grantee will conduct ANNUAL inspections of:

- i. Permitted, exempt, excluded or illegal *Waste Tire Facilities (Facilities)*, as defined in Public Resources Code (PRC) section 42800 et. seq. and Title 14, California Code of Regulation (14CCR), section 18420 (business that store more than 500 waste tires), for ***Waste Tire Storage and Permit Standards*** described in 14CCR, Chapter 6, Articles 1 through 6; and ***Registration and Manifesting System Requirements*** described in 14CCR, Chapter 6, Article 8.5.
- ii. *Waste and Used Tire Haulers* as defined by PRC section 42950 et. seq. (***Haulers***) for compliance with ***Registration and Manifesting System Requirements***.

EXHIBIT D

FY 2005-2006 Waste Tire Enforcement Grant

General Work Plan

- 2) CIWMB Forms 181, 182, 183, 184 (Standard Notice of Violation) shall be used and **completed in accordance with the instructions** on the back of the form for all inspections.
- 3) During an inspection, the Grantee will assess the facilities, haulers or businesses compliance with *Waste Tire Storage and Permit Standards and Registration and Manifesting System Requirements*.

C. Areas of Concern, Violations and Notices of Violation (NOV)

- 1) Grantees will use "Areas of Concern" for first and insignificant offenses ONLY. Insignificant offenses **DO NOT** include noncompliance with the following Public Resources Code sections: PRC 42824 - Major Waste Tire Facility Permit, PRC 42834 - Minor Waste Tire Facility Permit, PRC 42951 – Used and Waste Tire Hauler Registration, PRC 42953 – Contracting with an unregistered Hauler.
- 2) Grantee's will document all violations on the inspection forms (CIWMB Forms 181, 182, 183), and issue an NOV (Form 184) along with attached informational sheets **any time violations are discovered**.
- 3) Only one extension of an NOV compliance due date may be given to a business only if a good faith effort can be documented (on the inspection report).

D. Grantee Referrals to the CIWMB for Further Enforcement

- 1) If a business is still in violation after three inspections/re-inspections, have been conducted, the Grantee shall refer the business to the CIWMB for further enforcement actions.
- 2) The Grantee will refer all violations that are not resolved at the NOV level to the CIWMB within 30 days of the last inspection.
- 3) Referrals shall include a chronology of the enforcement history and / or statement of facts, photographs and copies of inspection forms or inspection form numbers. Referrals can be sent via e-mail or mail to the Field Staff Contact and their supervisor.
- 4) Once a facility has been referred to the CIWMB, all Grantee inspections will be coordinated through the CIWMB, until that facility is in compliance.

The core of this Grant Program is the inspection component. The central objective of this task is to achieve compliance through oversight and education to the greatest extent possible, and to provide accurate information for entry into the CIWMB's statewide database, WTMS.

Task 2. Surveillance / Enforcement

The primary objective of this task is to prevent the illegal transport, storage and disposal of waste tires through an aggressive patrol and surveillance campaign and enforcement program. By providing a local tire surveillance and enforcement program, the Grantee will further increase industry's awareness of the State's Waste Tire Management Program. Grantees should give priority to situations that pose the greatest risk to public health and safety and the environment and Waste and Used Tire Haulers who are chronic violators of waste tire manifest laws and regulations. The work performed by the Grantees under this task shall include, but is not limited to the following:

EXHIBIT D

FY 2005-2006 Waste Tire Enforcement Grant General Work Plan

- 1) Identify the location of illegal waste tire facilities (waste tire piles over 499 tires), the property owners and any other responsible parties. Document all illegal waste tire storage **over 499 tires** or illegal hauling activities through the inspection process outlined in Task 1 (CIWMB form 181, 182, 183, 184), and other effective documentation approved by the CIWMB, such as law enforcement citation.
- 2) Identify unregistered Waste and Used Tire Haulers.
- 3) Work with local law enforcement officers to cite illegal Waste and Used Tire Haulers and write NOVs to violators
- 4) Conduct surveillance; including patrolling, the use of cameras, stings or other proven surveillance methods.
 - I. Grantees under this task can augment the state's enforcement program, by conducting enforcement activities **for illegal waste tire dump sites with less than 500 tires**. These sites are a public nuisance, blight on the community, and pose a threat to public health and safety and the environment; therefore, this Grant is intended to support the Grantee's authority to deal with these situations through local laws and ordinances. This **Grant will pay only** for the Grantee to **identify the pile and one follow-up visit** to determine that the tires have been removed consistent with the hauler regulations, and taken to an authorized facility.
 - II. **The Grantee must log all surveillance activities**, including patrolling, installation of cameras, stings and identifying tire piles **under 500 tires**. **The log must identify the location of the activity, time spent, staff involved, what was found and the action that will be taken to remediate the situation.**

Task 3. Community and Industry Education

The CIWMB finds that most businesses comply with laws and regulations when the reasons for the regulations are clearly explained and the guidelines for compliance are plainly defined. An educational approach to compliance is productive and cost effective and there is no substitute for spending individual time with each business. The Grantee shall make reasonable efforts to perform the following educational activities and others as deemed appropriate:

- A. Distribute educational outreach materials and general program information to affected businesses and related governmental agencies.
- B. Develop industry and agency presentation materials.
- C. Conduct trainings to educate and foster working relationships with the Waste Tire Industry and other agencies responsible for tire enforcement issues.
- D. Conduct trainings as requested by the CIWMB, when given a 30-day notice.
- E. Promote sound waste tire management practices throughout the community.