

State of California – California Environmental  
 Protection Agency  
 CalRecycle 110 (Rev. 10/19)

Department of Resources Recycling and  
 Recovery (CalRecycle)

## Grant Agreement Cover Sheet

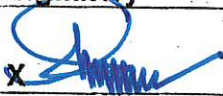

<b>Grant Number</b>
TEA27-19-0015
<b>Name of Grant Program</b>
2019-20 Local Government Waste Tire Enforcement Grants
<b>Grantee Name</b>
Fresno County
<b>Taxpayer's Federal Employer Identification Number</b>
██████████
<b>Total Grant not to Exceed</b>
\$300,000.00
<b>Start of Grant Term</b>
June 30, 2020
<b>End of Grant Term</b>
September 30, 2021

The Department of Resources Recycling and Recovery (CalRecycle) and Fresno County (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

<b>Department/Grantor Name</b>	<b>Grantee Name</b>
CalRecycle	Fresno County
<b>Signature of CalRecycle's Authorized Signatory</b>	<b>Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation)</b>
X 	X 
<b>Printed Name of CalRecycle's Authorized Signatory</b>	<b>Printed Name of Grantee's Authorized Signatory</b>
Sarah Keck	Ernest Buddy Mendes
<b>Title</b>	<b>Title</b>
Deputy Director, CalRecycle	Chairman, Board of Supervisors
<b>Date</b>	<b>Date</b>
6/19/2020	6-9-2020

<b>Grantee Payment Address</b>
Public Health PO Box 11867 Fresno, CA 93721

ATTEST:  
 BERNICE E. SEIDEL  
 Clerk of the Board of Supervisors  
 County of Fresno, State of California  
 By Susan Bishop Deputy

2020 JUN 19 AM 9:50  
 FINANCIAL SERVICES  
 RECEIVED

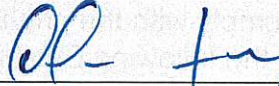
## Certification of Funding

<b>Amount Encumbered by this Agreement</b>	<b>Prior Amount Encumbered for this Agreement</b>	<b>Total Amount Encumbered to Date</b>
\$300,000.00		\$300,000.00
<b>Grant Year/Program</b>	<b>Chapter</b>	<b>Statute Year</b>
2019-20 Local Government Waste Tire Enforcement Grants	23	2019
<b>Org Code</b>	<b>Reference</b>	<b>Fund Code</b>
3970	101	0226
<b>Enactment Year</b>	<b>Fiscal Year</b>	<b>Fund Title</b>
2019	2019-20	TIRE

### Fi\$Cal Expenditure Information

<b>Reporting Structure</b>	<b>Program (PGM-SUB-TSK)</b>	<b>Account/Alt Account</b>
39707820	3700000212	5432000

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

<b>Signature of CalRecycle Budget Office</b>	<b>Date</b>
X 	4.14.2020

# **Exhibit A**

## **Terms and Conditions**

### **Local Government Waste Tire Enforcement Grant Program**

#### **Fiscal Year 2019–20**

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

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Government Waste Tire Enforcement Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

### **Air or Water Pollution Violation**

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

### **Amendment**

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

### **Americans with Disabilities Act**

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

## **Assignment, Successors, and Assigns**

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

## **Audit/Records Access**

The grantee agrees that CalRecycle, 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.

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

## **Authorized Representative**

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

## **Availability of Funds**

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

## **Bankruptcy/Declaration of Fiscal Emergency Notification**

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

## **Charter Cities**

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

## **Child Support Compliance Act**

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

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

## **Communications**

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

## **Compliance**

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

## **Conflict of Interest**

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

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

Former State Employees (Pub. Contract Code, § 10411):

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

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

## **Contractors/Subcontractors**

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. 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.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle 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 CalRecycle 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 CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

## **Copyrights**

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

## **Corporation Qualified to do Business in California**

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

## **Discharge of Grant Obligations**

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

## **Disclaimer of Warranty**

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

## **Discretionary Termination**

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

## **Disputes**

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies



that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

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

## **Drug-Free Workplace Certification**

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

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The grantee's policy of maintaining a drug-free workplace.
  - (3) Any available counseling, rehabilitation, and employee assistance programs.
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
  - (1) Receive a copy of the drug-free policy statement of the grantee.
  - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

## **Effectiveness of Agreement**

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

## **Entire Agreement**

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

## **Environmental Justice**

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

## **Failure to Perform as Required by this Agreement**

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

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

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

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

## **Force Majeure**

Neither CalRecycle 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 CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

## **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 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, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

## **Generally Accepted Accounting Principles**

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

## **Grant Manager**

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions

(Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

## **Grantee Accountability**

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

## **Grantee's Indemnification and Defense of the State**

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

## **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, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

## **In Case of Emergency**

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

## **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 CalRecycle.

## **No Waiver of Rights**

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

## **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 Government Code Section 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 (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

## **Order of Precedence**

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

## **Ownership of Drawings, Plans and Specifications**

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video

productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

## **Payment**

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

## **Personnel Costs**

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

## **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 CalRecycle

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 CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

## **Reasonable Costs**

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

## **Recycled-Content Paper**

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

## **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.

## **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.

## **Reimbursement Limitations**

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

## **Reliable Contractor Declaration**

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle’s Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

## **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.

## **Self-Dealing and Arm's Length Transactions**

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

## **Severability**

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

## **Site Access**

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

## **Stop Work Notice**

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

## **Termination for Cause**

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

## **Time is of the Essence**

Time is of the essence to this Agreement.

## **Tolling of Statute of Limitations**

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to



CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

## **Union Organizing**

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

## **Venue/Choice of Law**

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

## **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.

## **Work Products**

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

## **Workers' Compensation/Labor Code**

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

# **Exhibit B Procedures and Requirements**

## **Local Government Waste Tire Enforcement Grant Program**

### **27<sup>th</sup> Cycle—Fiscal Year 2019–20**

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

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# Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Local Government Waste Tire Enforcement (TEA) Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

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

## Milestones

**Notice to Proceed (NTP) Date or June 30, 2020:** Grant Term and Grant Performance Period Begins on date indicated on the Notice to Proceed email

**February 26, 2021:** Mid-year Progress Report Due

**June 29, 2021:** Grant Performance Period Ends

**June 30, 2021–September 30, 2021:** Report Preparation Period

**September 30, 2021:** Final Report and Final Payment Request Due

**September 30, 2021:** Grant Term End

## Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

## Accessing the Grant

Grantees must [log into GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After login, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab.** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab.** Requests reimbursement.
- **Reports tab.** Uploads required reports.
- **Documents tab.** Uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

## Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant, they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

## Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

## Grant Term, Grant Performance Period, and Report Preparation Period

The Grant Term begins on the date of the Notice to Proceed (NTP) email and ends on September 30, 2021. Eligible program costs must be incurred after the NTP email and before the September 30, 2021.

The Grant Performance Period begins on the date of the NTP email and ends on June 29, 2021.

The Report Preparation Period is from June 30, 2021 to September 30, 2021. **Costs incurred to prepare the Final Report and final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.**

The Final Report and final Payment Request are due on September 30, 2021.

## Eligible Costs

All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. To be eligible for reimbursement, costs must be incurred after receiving an NTP email and before the end of the Grant Performance Period. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

**Exception:** On a case-by-case basis, the Grant Manager may consider approving delivery of goods after the Grant Performance Period if the cost was incurred after receiving an NTP email and before the end of the Grant Performance Period. The delivery of goods date must be on or before the Grant Term end date. The grantee must submit the request in writing via email and receive written approval from the Grant Manager.

Any proposed revision(s) to the Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to the grantee incurring the proposed expense.

The approval document should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

The following activities are eligible under Inspections, Enforcement, Training, Education, and should be charged under the appropriate category (i.e. inspection training under Inspection budget):

- Coordination with other grantees, when both the city and county in which they are located are grantees, to ensure no duplication or gaps in activities.
- Attendance at grant-related meetings of the grantee's tire enforcement staff.
- Staff time spent on grant-related activities (i.e., providing education, receiving training, maintaining files, communicating with CalRecycle about grant requirements, waste tire facility permitting, hauling, storage and disposal laws, regulations and procedures).
- Development of tools to track activities including maintaining files.
- Activities related to improving or correcting performance on inspections and associated activities with CalRecycle Inspectors and the Grant Manager.
- Writing of policies, processes and procedures for tracking and reporting staff time, activities and costs.

## **Administrative Costs**

Administrative costs must be less than or equal to 15 percent of the total approved Budget.

The following administrative activities/costs are eligible:

- Preparation and submittal of Progress Reports, Payment Requests, and all other required documents, forms and information.
- Grant-related communication with the Grant Manager, Evaluation staff, Enforcement staff and state auditors.
- Compliance activities related to performance evaluation or audits.
- Costs related to performance evaluation or audits.
- Development and maintenance of a system to accurately capture and report staff time, activities for waste tire enforcement, including records.
- Personnel administration related to hiring, supervising, or evaluating TEA grant staff.
- Preparation and submittal of the next cycles grant application.
- Administrative functions for which there is a direct and demonstrable link to implementation of the TEA grant.

## **Education**

The amount requested and reimbursed under Education must be less than or equal to 10 percent of the approved Budget. Eligible education activities and costs are as follows:

1. Identifying new Tire Program Identification (TPID) numbers, which may include:
  - Obtaining Waste Tire Management System (WTMS) reports of newly issued TPID numbers; or
  - Canvassing business areas to determine if new or established businesses perform waste tire activities.

2. Printing and distributing [CalRecycle Tire Program Educational Brochures](http://www.calrecycle.ca.gov/tires/enforcement/Grantee/Resources.htm). (<http://www.calrecycle.ca.gov/tires/enforcement/Grantee/Resources.htm>) when conducting educational visits for TPID numbers.
3. Informing businesses and business owners/operators about applicable waste tire laws and regulations and available compliance resources.
4. Providing tire-related education to [Local Conservation Corps](https://www.calrecycle.ca.gov/Funding/LocalCC/) (<https://www.calrecycle.ca.gov/Funding/LocalCC/>).
5. Providing other outreach activities requested or approved by CalRecycle.

## Enforcement

### Enforcement Actions and Surveillance

Eligible enforcement and surveillance activities include steps taken beyond normal inspection activities to identify illegal waste tire activity and collect evidence as defined below.

1. Eligible, enforcement and surveillance activities **must** be directly related to identifying, researching, surveilling, investigating, and/or documenting at least one of the following issues:
  - Illegal (unpermitted) waste tire storage sites and activities with 500 or more waste tires.
  - Individuals responsible for illegal dumping of waste tires.
  - Private property on which illegal dumping of waste tires is occurring or has occurred with 500 or more waste tires.
    - i. **Note:** (Private property with more than 500 illegal stored waste tires must be referred to CalRecycle for enforcement prior to seeking remediation.)
  - Unregistered waste tire haulers hauling 10 or more waste or used tires.
2. Eligible enforcement and surveillance activities may include the following activities:
  - Coordinating and working with CalRecycle, the California Highway Patrol, local District Attorney (DA), task forces, other TEAs, and local law enforcement on:
    - Gathering and sharing of information and resources.
    - Providing training to local law and code enforcement personnel within the TEA jurisdiction to encourage referrals or citations.
    - Establishing and conducting checkpoints to identify unregistered waste tire haulers.
    - Attending administrative, court and/or CalRecycle hearings and supporting case development.
  - Assisting CalRecycle with investigations and referrals by:
    - Making waste tire enforcement referrals, as approved or required.
    - Investigating waste tire referrals, complaints, violations, discrepancies, legal records searches, etc., as requested.
    - Obtaining inspection warrants and other warrants as needed in participation with local law enforcement activity.
    - Performing interviews and field investigations to develop enforcement cases.
    - Research databases and document past enforcement activity.

- After appropriate enforcement and surveillance, coordinating with other agencies to remediate environmental damage due to illegal dumping and storage of waste tires, including:
    - Reviewing of regulations and procedures.
    - Coordinating with Local Conservation Corps for cleanups, and other related activity.
    - Coordinating with CalRecycle for cleanup and lien options.
  - Record Keeping
    - Producing and maintaining of documents and files to track waste tire enforcement-related activities.
3. Grantees must report enforcement and surveillance activities to the CalRecycle Inspection Liaison as follows:
- Report within 15 calendar days all enforcement actions on waste tire-related cases, including any referrals to the DA's Office and any actions taken by the DA's Office on waste tire related cases.
  - Document and report all surveillance activities by completing the CalRecycle Waste Tire Surveillance/Field Patrolling form (CalRecycle 229).
  - Report within 15 calendar days all waste tire enforcement referrals, as approved or required. See Inspection section below.

### **Field Patrolling and Small Tire Pile Cleanup**

Field Patrolling is an enforcement activity with the sole purpose of reducing and deterring illegal hauling and dumping of waste tires. All field-patrolling activities must be documented and supported by completing the CalRecycle Waste Tire Surveillance/Field Patrolling Form (CalRecycle 229). Eligible field patrolling activities may include preparing and planning, follow-up on illegal dumping complaints and referrals, patrolling locations with known illegal waste tire dumping, and cleanup of small tire piles on public land with 35 tires or less including disposal fees. The grantee shall be limited to 15 percent of the total approved Budget, and adhere to the following:

1. The grantee must report field patrolling activities using the Waste Tire Surveillance/Field Patrolling form (CalRecycle 229). The form must:
  - List violations given to individuals for illegal waste tire dumping or unregistered waste tire hauling.
  - Include a summary of illegally dumped waste tires discovered and remediated.
2. The grantee shall be limited to patrolling the same location twice semiannually, unless otherwise approved by CalRecycle.

### **Equipment**

Only equipment, materials and supplies necessary to perform eligible waste tire activities under the TEA Grant are eligible for reimbursement and shall be limited to 10 percent of the total approved Budget. The grantee may claim only the cost of an item that is proportionate to its use.

1. Eligible equipment must be listed in the approved Budget. The following are examples of eligible equipment:
  - Personal Protective Equipment: including boots, reflective vests or logo/identifying windbreakers, hard hats/sun hats, gloves, face masks, safety glasses.



- Field equipment: including measuring devices, GPS, binoculars, camera and accessories, clipboards, cell phones, mobile Wi-Fi hotspots and cell service.
- Computers or tablets and related standard accessories.

## Indirect Costs

Grantees may request reimbursement for indirect cost not to exceed 20 percent of the direct costs in the approved budget. Grantees that fully expend their grant are limited to 20 percent indirect costs, or the agency's actual indirect cost rate, whichever is less.

Grantees must employ an indirect cost rate methodology that conforms to Generally Accepted Accounting Principles and which is prepared by the grantee's accounting, finance or budget office, or external accounting contractor.

Grantees must maintain and shall provide if requested, documentation to support indirect charges and the components thereof. The methodology used to calculate these costs must be appropriately applied and consistent within their accounting system.

## Inspections

Inspections are the core component of the grant and the activity on which the grantee shall spend most of its time and money. Unless otherwise approved, the eligible activities are listed below, and the grantee must perform inspection activities in accordance with the following:

1. **Priority and Eligibility.** The grantee shall inspect TPID numbers listed in the Inspection Priority Work Plan (Work Plan) provided by CalRecycle with the NTP email and as described below. Any other inspection activities require prior written approval by the CalRecycle Inspector Liaison. If any of the below are not achieved, CalRecycle may withhold payment.
  - All inspections on the "Inspection Priority Work Plan" must be completed by June 29, 2021. If any TPID numbers on the Work Plan should not, or cannot be inspected, the reason must be noted on the Work Plan.
  - Active TPID numbers with an outstanding Notice of Violation (NOV) must be inspected within 15 calendar days of the compliance deadline.
    - 1) Grantees may make referrals to CalRecycle after the first inspection but must do so within 15 calendar days and as described under Inspection Referrals.
  - The grantee shall inspect tire locations or refer to CalRecycle within 15 calendar days, under the following circumstances and as directed below:
    - 1) If requested by the CalRecycle Inspector Liaison.
    - 2) The grantee receives a waste tire regulation related complaint or becomes aware of:
      - An illegal waste tire facility with 500 or more waste tires (unpermitted as defined in 14 CCR 18420).
      - An illegal waste or used tire hauler (unregistered as defined by 14 CCR 18451).
      - A tire location that poses an immediate risk or threat to public health and safety, and/or the environment. (This

does not apply to illegal sites CalRecycle is aware of and/or actively pursuing enforcement actions against.)

3) Grantees must note on the Inspection Report the information they received that necessitated the inspection and must mark “Referral” as the Inspection Type.

- If all TPID numbers listed in the Inspection Priority Work Plan can and will be inspected within the grant performance period, the grantee may inspect active TPID numbers not on the Inspection Priority Work Plan any time during the grant performance period except for ineligible inspection activities listed below. Inspection scheduling is the responsibility and at the discretion of the grantee.
- Only Inspections at the following frequencies are eligible:
  - Only one routine inspection is allowed per active TPID number.
  - A maximum of two re-inspections may be performed per active TPID number if a NOV was documented during the original routine inspection.
  - Only one observation inspection may be performed, as described below, per active TPID number.
  - Only one educational inspection may be performed per each active, new, never-inspected TPID number within the grant performance period.
- Only the following are eligible inspection activities:
  - On-the-job inspection training for TEA staff.
  - Scheduling and pre-inspection researching.
  - Physically inspecting the TPID number locations, taking photographs, interviewing personnel, writing and submitting a complete and correct inspection report.
  - Researching, updating or correcting WTMS records and the grantee's database.
  - Providing technical assistance to tire businesses during or after an inspection on waste tire laws and regulations.
  - Conducting an observation inspection if a TEA inspector is in the field conducting other eligible waste tire activities and observes a potential violation.

**Note:** The Inspection Report must note the type of inspection that was conducted based on the circumstances that prompted the inspection, e.g. “Observation,” “Referral,” “Routine,” etc.

- Inspection reports may only be completed when the inspector performs an inspection at the TPID number’s physical address.

**Note:** When the grantee learns of a new or changed TPID number site (physical) address, that information must be submitted to the Waste Tire Hotline (toll-free 1-866-896-0600 or [WasteTires@CalRecycle.ca.gov](mailto:WasteTires@CalRecycle.ca.gov)) or to the CalRecycle Inspector Liaison assigned to the grantee within seven calendar days and be noted on the Inspection Report.

- Ineligible inspection activities include inspections of the following except as otherwise pre-approved in writing or requested by the CalRecycle Inspector Liaison. If you find a TPID number has been included on your Work Plan that you believe is ineligible based on the following, **do not**

**inspect it.** Contact your CalRecycle inspector liaison for confirmation or written approval:

- Locations where the TPID number does not have a site (physical) address in the grantee's jurisdiction or at an address that is not listed in WTMS
- Closed TPID numbers (refers to the TPID number's Business Status in the WTMS)
- Farm/Ranch/Dairy/Ag Sites
- Tribal Lands
- Permitted Major or Minor Waste Tire Facilities
- Small quantity generators (SQG)—SQG refers to the TPID number's Business Role identified in the WTMS

**Note:** Inspections of SQGs included on the Inspection Priority Work Plan are considered approved.

2. **Quality of Inspections.** Inspections shall be conducted in a manner consistent with state laws and regulations, and according to CalRecycle guidance and business practices implementing sound investigative techniques, and as described below:

- For each inspection conducted, at a minimum, the grantee inspector shall:
  - 1) Complete a pre-inspection review of hauler records, CTLs, WTMS, authorizations, prior inspections and enforcement actions prior to inspections.
  - Obtain permission to inspect, either explicit or implied, from appropriate facility personnel documenting the name and title of the person who granted permission (including taking photos).
  - Conduct a visual inspection to verify the TPID certificate is posted and correct.
  - Determine a waste tire count for the facility using an appropriate method.
  - Complete a review of the Comprehensive Trip Logs (CTLs) and/or waste tire receipt and disposal records documenting any discrepancies found.
  - Make an assessment of compliance/noncompliance with all applicable waste tire regulations including storage and disposal standards for facilities storing greater than 499 waste tires.
  - Verify that the information in WTMS is current and accurate, including operational status, exclusions, addresses, owners, operators, facility contacts, etc. If discrepancies are noted, the inspector shall submit corrections to the Waste Tire Hotline or to the CalRecycle Inspector Liaison assigned to the grantee within seven calendar days. Inspectors are also to note these corrections in the inspection report.
- The grantee inspector shall fill out inspection reports completely and thoroughly to accurately reflect compliance/noncompliance at the facility in accordance with guidance provided in the [Grantee Toolbox](http://www.calrecycle.ca.gov/tires/enforcement/Grantee/) ([www.calrecycle.ca.gov/tires/enforcement/Grantee/](http://www.calrecycle.ca.gov/tires/enforcement/Grantee/)), and according to training provided by CalRecycle, and as follows:
  - 1) Thorough and accurate notes must be included to document the representative granting permission to inspect, updated facility

information, additional inspectors present during the inspection, status and location of posted TPID certificate, findings of the CTL/disposal records review, and tire count including methods and calculations.

- 2) Violations shall be cited using the correct code sections pertaining to the specific violation.
  - 3) Violations and corrections to violations shall be noted on the inspection report and supported with written comments and documentation of observations made to warrant a violation. Documentation may include photographs, description of conditions at the site, information gathered through interviews, and any other documentation which supports violations or corrections of violations.
  - 4) Statements or directives the inspector made to the owner/operator must be noted in the report.
  - 5) Any additional information shall be included which would support a future enforcement action and that would enable the report to stand on its own without any explanations or additional information.
- Inspection reports must be submitted according to established CalRecycle business practices.
    - Inspection reports must be submitted no later than 15 calendar days after the inspection date. All inspection reports must be submitted electronically using the WTMS e-reporting process.
    - One inspection report is to be submitted per TPID number, regardless of whether there are multiple roles noted in WTMS for the TPID number.
  - All inspections resulting in the issuance of a NOV may result in a referral to CalRecycle for enforcement action. Enforcement Referrals to CalRecycle shall be on the CalRecycle 228 Form and shall be handled in the following manner:
    - 1) On the first inspection the grantee shall:
      - Advise the TPID number owner, operator and/or representative of the violation(s) and provide them a copy of the [CalRecycle Notice of Violation and Citable Offenses Handouts](#) (<https://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms>).
      - Document on the Inspection Report in detail:
        - a. To whom and how the NOV and Citable Offenses handouts were delivered (e.g., in person, by mail or email).
        - b. Description of all violations noted and specifically what needs to be corrected.
        - c. Compliance deadline date when all violations must be corrected.
          - i. This date shall be no more than 30 calendar days following the date of the inspection, except for inspections where the violations are limited only to recordkeeping or manifest requirements. In this case, the compliance

deadline date shall be between 45 and 90 calendar days after the date of the inspection and shall be set in a timeframe that allows an adequate number of records to have been processed, providing a significant sample set by which to assess whether corrective action has been taken.

- Immediately refer the TPID number and violation to CalRecycle to allow for expedited enforcement if the violation is significant, chronic, or if it is anticipated that the violation will not be corrected,

2) On the second inspection (first re-inspection) the grantee shall:

- Re-inspect the site within 15 calendar days of the NOV compliance deadline date.
- Include in the inspection report written documentation and evidence (photographs, copies of documents, etc.) that address all of the same violation(s) using the same citations as documented in the previous inspection, by documenting all of the following:
  - a. Evidence of correction of the violation(s).
  - b. Partial correction(s) or good faith effort made, the justification of the extension, and the new compliance deadline date, not to exceed 30 calendar days following the date of the re-inspection.
  - c. Continued violation(s) without significant good faith, and referral of the TPID number and uncorrected violation(s) to CalRecycle for further enforcement action.
- Document any new violations noted during the inspection.

**Note:** New violations noted during a re-inspection do not extend the limit of two re-inspections authorized under the Grant.

3) If applicable, on the third inspection (second re-inspection) the grantee shall:

- Re-inspect the site within 15 calendar days of the extended NOV compliance deadline date.
- Include in the inspection report written documentation and evidence (photographs, copies of documents, etc.) that address all of the same violation(s) using the same citations as documented in the previous inspections, by documenting all of the following:
  - a. Evidence of correction of the violation(s).
  - b. Continued violation(s) and referral of the TPID number and uncorrected violation(s) to CalRecycle for further enforcement action.
- Document any new violations noted during the inspection.
- Refer the TPID number and violation(s) to CalRecycle for further enforcement action if all violations were not corrected, and/or new violations were documented during the re-inspection.

- Referrals must be made by completing and submitting to the CalRecycle liaison the [CalRecycle Referral Form \(CalRecycle 228\)](https://www.calrecycle.ca.gov/docs/cr/tires/Forms/Inspection/CalRecycle228.pdf) (<https://www.calrecycle.ca.gov/docs/cr/tires/Forms/Inspection/CalRecycle228.pdf>) to [WasteTires@calrecycle.ca.gov](mailto:WasteTires@calrecycle.ca.gov), and indicating the referral in the Enforcement Status section of the inspection report.
  - The referral shall be made within 15 calendar days following the re-inspection and must include the date of the inspections, and any other documentation and evidence not already submitted to CalRecycle with the previous inspection reports.  
**Note:** CalRecycle will provide training and assistance on the above requirements as needed or requested. If an inspection report is determined inadequate, the grantee will be responsible for correcting errors as identified by CalRecycle.
3. **Timeframes.** Inspections and referral documents shall be submitted in a timely manner, as follows:
- All inspection reports shall be delivered to the TPID number representative or owner/operator and be submitted electronically to CalRecycle within 15 calendar days following the inspection date.
  - All NOV's shall be issued with a compliance date 30 calendar days or less, unless NOV is only limited to recordkeeping and manifest requirements.
  - For inspections resulting in violations, of only recordkeeping and manifest requirements contained in 14 CCR 17357 and 14 CCR 18459.2.1 through 18462, the compliance deadline date shall be set between 45 and 90 calendar days from the date of the inspection. The compliance deadline date must be set within this timeframe with the intention of providing adequate time for a significant sample set of records to be generated, by which to analyze and assess whether compliance has been achieved.
  - The first re-inspections (for NOV) shall be conducted within 15 calendar days following the compliance deadline date.
  - The second re-inspections (for NOV), if applicable, shall be conducted within 15 calendar days following the extended compliance deadline date.
  - Outstanding NOV's shall be referred to CalRecycle after the Second Re-inspection or earlier as appropriate.
  - NOV referral packages shall be submitted to CalRecycle within 15 calendar days following the final inspection noting "Referred to CalRecycle" in the Enforcement Status section of the inspection report.
  - All unregistered haulers must be referred to CalRecycle within 15 days following the date of the observed violation using the Hauler Observation Report (CalRecycle 775).
4. **Eligible Costs to Carry out Inspections:**
- Personnel expenditures will be reimbursed based on actual time spent on inspections.
  - The grantee must record actual time spent on all phases of the inspection as detailed in the Eligible Costs section.
  - Time allocated for conducting physical inspections in the field and pre-inspection research shall be reasonable and relative to the state average for similar sites. The timeframe shall be sufficient to conduct a complete and correct inspection.

- Travel time shall be minimized by efficient scheduling (i.e., by grouping inspections by geographic areas).

**Note:** Neither the TEA Grant Program nor the terms of the Grant Agreement affects or changes CalRecycle’s right to enter any California jurisdiction for the purpose of: (1) enforcing regulations relating to the storage of waste tires and used tires, as provided in Public Resources Code Section 42850(c); (2) enforcing regulations relating to the hauling of waste and used tires, as provided in Public Resources Code Section 42963(b); and (3) fulfilling any other enforcement obligations with which it is charged by statute or regulation.

## Training

Reimbursement for training is for tire enforcement staff, supervisors and any staff working directly on the grant. In-house training is to be charged under the applicable budget category (i.e. inspection training is charged under the inspection budget).

Unless otherwise approved, grantee training requirements and eligibility are as follows:

1. Grantee must maintain and provide to CalRecycle a list of inspectors and lead inspectors, their qualifications and the amount time they are committed to the Program (i.e., percentage or quantity of inspections).
2. All inspectors must be trained and approved by CalRecycle prior to conducting eligible inspections. Existing inspectors may be approved without additional training.
3. The following are **mandatory training** activities:
  - New inspector inspection training (must be provided and approved by CalRecycle)
  - CalRecycle-sponsored waste tire Round Tables<sup>1</sup>
  - WTMS Training<sup>1</sup>
  - Technical Training Series<sup>1</sup>
  - Grant Administration Training
  - Other mandatory training as requested by CalRecycle
4. The following are eligible **non-mandatory training** activities/costs:
  - Meetings, training or conferences requested by CalRecycle
  - Coordinating and hosting CalRecycle-sponsored training events
  - CalEPA sponsored Enforcement Symposium
  - Basic Inspector Academy
  - Conducting Effective Interviews for Inspectors
  - Environmental Enforcement Training
  - Basic and refresher health and safety related classes, including Hazardous Waste Operations and Emergency Response (HAZWOPER)
  - Hauler Training
  - Costs/training approved in the Budget or that have been pre-approved in writing by the Grant Manager
5. When multiple sessions of a training event are scheduled, grantees must attend the session closest to their location. Exceptions must be supported by a compelling justification.

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<sup>1</sup> Grantee must send at least one inspector to each of these events.

6. If attending an event with multiple subjects of which only part is related/beneficial to waste tire enforcement, the portion of the class fee charged to the TEA grant must be proportional to the class time devoted to waste tire enforcement.

## Transportation

Eligible transportation costs **are those which are necessary** to perform waste tire activities under the TEA Grant. The total must be less than or equal to 10 percent of the total approved Budget.

Any activities/costs not specifically listed below must be pre-approved in writing by the Grant Manager to be reimbursable. The following activities/costs are eligible:

- **Use of grantee-owned or personal vehicles.** Grantees may claim vehicle usage costs based upon actual mileage of the grantee or the state mileage rate, whichever is less. Mileage rates generally cover the cost of fuel, maintenance, insurance, licensing, registration, depreciation, and all other costs associated with operation and usage of the vehicle. Therefore, grantees cannot claim vehicle usage costs using both a mileage rate and the separate cost of the items covered by the mileage rate. Grantees must use the rate in effect at the time the mileage was incurred.
- **Travel and Travel Expenses.** All travel costs must be in accordance with the [California State Travel policies](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>). Reimbursable mileage and other travel expenses (per diem) may not exceed the state rates as set forth in the State Administrative Manual. Documentation submitted for travel reimbursement must include departure and return times and dates.

## Ineligible Costs

Any costs not specifically included in the approved Budget nor directly related to performance of eligible activities and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date of the NTP email or after June 29, 2021.
- Report Preparation Period costs incurred after September 30, 2021.
- Expenditures outside the grantee's jurisdiction(s), or not specified in the approved Budget.
- Any costs that are not consistent with local, state, and federal laws, guidelines and regulations.
- Costs associated with Amnesty Day events, such as creating and distributing hauler exemption letters.
- Investigation, inspection or enforcement of local code violations that do not involve waste tires.
- Educational activities provided to the general public via small and large community events or at events consisting primarily of K-8 children.
- Costs associated with activities related to the use of recycled products.
- Costs that the Grant Manager deems unreasonable, excessive, ineligible, inappropriate, duplicative, disproportionate or not related to the Program.



## Modifications

Any proposed revision(s) to the Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. Proposed revisions must be clearly marked on the Budget and must be accompanied by a summary of proposed changes/modifications, including the justification(s) for the proposed changes. Costs based on the proposed revisions may not be incurred until Grant Manager approval. If approved, the Grant Manager will upload the final revised Budget to GMS. The approval document(s) should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

To request a budget modification:

1. Complete the current budget document with proposed changes.
2. Email the proposed budget document as an attachment to the Grant Manager. Include a compelling justification in the body of the email.

## Reporting Requirements

A Progress Report and a Final Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

All reports must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System.

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
  - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

[GMS Instructional Videos](https://www.calrecycle.ca.gov/Funding/GMS/) (<https://www.calrecycle.ca.gov/Funding/GMS/>) providing information for grantees to manage their grant are available online.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

## Mid-Year Progress Report

The grantee must submit a **Mid-Year Progress Report** by **February 28, 2021**. This report should cover grant activities that occurred from the NTP date through **December 31, 2020**.

## Final Report

The Final Report is due September 30, 2021. This report should cover grant activities **from the NTP** through September 30, 2021. The following four items must be included:

1. Grant Number
2. Grantee's name
3. Grant Term
4. The following disclaimer statement on the cover page:  
"The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

## Grant Payment Information

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
2. Reimbursement may be requested at least twice during the Grant Term. In conjunction with the submission of the Progress Report and in conjunction with the Final Report.
3. The grantee must submit the required Progress Report/Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
5. Caps set within a budget category is calculated from the awarded amount and not the expended amount. Grantees may expend 100 percent of the capped amount without expending 100 percent of the grant budget.
6. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
7. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Report, have been satisfied.
8. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.

## Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System.

To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub-category.
  - When the transaction is complete, click the **Save** button.
  - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
  - Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
  - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

**Note:** Once a transaction is saved, select the transaction number from the Payment Request tab to access it again. Please do not create multiple transactions for the same requested funds.

### Supporting Documentation

A. A scanned copy of the **Grant Payment Request form** (CalRecycle 87) with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS

**Note:** A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

B. TEA Personnel Expenditure Summary (CalRecycle 767) for TEA related personnel hours

C. Expenditure Itemization Summary (CalRecycle 736)

D. CalRecycle Inspection Priority Work Plan (Completed Excel file)

E. CalRecycle Waste Tire Surveillance/Field Patrolling Form (CalRecycle 229) for all surveillance & field patrolling activities

F. Proof of payment for disposal fees related to small cleanups

G. Travel Expense Log Form (CalRecycle 246) for hotel, meals, per diem and other expenses, hotel receipts and other receipts for conference fees, tuition, etc.

H. Certificate of completion for non-mandatory training

I. Mileage logs

J. Hourly Rate Document

- K. Cost and Payment Documentation. Acceptable cost and payment documentation must include at least one of each of the following:
- a) Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses related to TEA should be highlighted and identified on each invoice with multiple program charges.
  - b) Proof of payment may include:
    - i. Copy of cancelled check(s) that shows an endorsement from the banking institution.
    - ii. Invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials.
    - iii. Accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid.
    - iv. Bank statement(s) along with a copy of the endorsed check or invoice showing the check number.
    - v. Copy of an electronic funds transfer confirmation.
    - vi. Copy of a credit card statement(s).

All forms listed above can be downloaded from the [CalRecycle Grant Forms website](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

## **Personnel Hours**

Grantees must maintain and provide, if requested, detailed timekeeping records of personnel hours worked. For each pay period, the employee's timekeeping document must contain at least the:

- Employee name and classification.
- Total hours worked and leave taken during the pay period.
- Hours worked/leave taken per day.
- Description/listing of the activity/task on which the employee worked for each hour worked.

Supervision of staff conducting eligible activities constitutes a direct grant cost; therefore, grantees may claim, under each Budget category, a direct supervision time and costs related to that category.

## **Hourly Personnel Rates**

Grantees may calculate an actual/loaded hourly rate for each employee that includes actual salary, wages, shift differentials, and contractual fringe benefits.

## **Performance Evaluation**

The grantee will be evaluated on its effectiveness in fulfilling the procedures and requirements outlined in this document. Attention will be given to the grantee's ability to carry out its mandatory responsibilities, especially those Inspection functions and Training activities. The evaluations will look at the quality and efficiency, as well as eligible activities in all categories, particularly in Inspections, Enforcement, Education, and Field Patrolling.

## **Audit Considerations**

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



# Application

Generated By: Ronnie Haynes

## Application Information

**Applicant:** Fresno County

**Cycle Name:** Local Government Waste Tire Enforcement Grants

**Cycle Code:** TEA27

**Grant ID:** 23106

**Application Due Date:** 1/14/2020

**Secondary Due Date:** 2/18/2020

**Grant Funds Requested:** \$300,000.00

**Matching Funds:** \$0.00 (if applicable)

**Awarded Funds:** \$300,000.00

**Project Summary:** CalRecycle has edited the following summary to reflect the approved grant project: The goal of the Waste Tire Program is to promote compliance with State and local regulations as it pertains to the collection, handling, storage and disposal of waste tires in an effort to protect the air, water, and land from pollution and to ensure public health and safety. The Fresno County Department of Public Health, Environmental Health Division, proposes to utilize FY 2020-21 Waste Tire Grant funds for staffing, training and equipment needs associated with continuing the County's Enforcement Program Plan.

## Applicant/Participant

**Name:** Fresno County

**Lead:** X

**Federal Tax ID:** ██████████

**Jurisdiction:** Fresno-Unincorporated

**County:** Fresno

## Contacts

		Prime	Second	Auth	Cnslt
<b>Boom Phouthavong</b>	Title: Environmental Health Specialist III	X			
Department of Public Health 1221 Fulton Street, 3rd Floor PO Box 11867 Fresno, CA 93775-1867 Phone: 5596003271 Fax: Email: bphouthavong@fresnocountyca.gov					
<b>Stephanie Kahl</b>	Title: Interim Division Manager			X	
Environmental Health Division 1221 Fulton Street, 3rd Floor PO Box 11867 Fresno, CA 93775-1867 Phone: 5596004059 Fax: Email: skahl@fresnocountyca.gov					
<b>Brian Pacheco</b>	Title: Chairman Fresno County Board of Supervis			X	
Board of Supervisors 2281 Tulare Avenue, Room 301 Fresno, CA 93721 Phone: 5596001000 Fax: Email: District1@fresnocountyca.gov					
<b>steven Rhodes</b>	Title: Supervising Environmental Health Special		X		
Environmental Health Division 1221 Fulton Street, 3rd Floor PO Box 11867 Fresno, CA 93775-1867 Phone: 5596004539 Fax: Email: srhodes@fresnocountyca.gov					

**Budget**

Category Name	Amount
Admin Costs	\$34,197.00
Education	\$0.00
Enforcement	\$16,945.00
Equipment	\$18,331.00
Indirect Costs	\$49,000.00
Inspections	\$149,120.00
Training	\$20,625.00
Transportation	\$11,782.00

No Site Information Provided

Documents	Document Title	Received Date
<b>Required</b>		
Application Certification	TEA 27 Application Certification	12/30/2019
Budget	TEA 27 Budget	12/30/2019
Budget	Approved Budget	2/7/2020
Staff Contact Information	Staff Contacts	12/30/2019
<b>Required By Secondary Due Date</b>		
Resolution - Lead Participant	Resolution 1-9-18	12/30/2019
<b>Other Supporting Document(s)</b>		
Draft Resolution		
Letter of Authorization/Resolution		
Letter of Designation	TEA Grant LOD 12-23-19	12/30/2019

**Resolution**

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- X Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

Fund: 0001  
Org: 56204882  
Subclass: 10000  
Account: 3530