
Waste Tire Enforcement Grant Program 2017

Section C- Application Guidelines

Environmental Health



October 2017

Department of Resources Recycling and Recovery

LOCAL GOVERNMENT WASTE TIRE ENFORCEMENT GRANT PROGRAM

APPLICATION GUIDELINES AND INSTRUCTIONS

25th Cycle (TEA25) – Fiscal Year 2017–18

Table of Contents

GRANT CYCLE OVERVIEW	2
Timeline	2
Eligible Applicants	2
Managing Entity	3
Collaborative Application Requirements	3
Grantee's Authority	4
Available Funds	5
Determining Maximum Awards	5
Grant Term, Grant Performance Period, And Report Preparation Period	6
Eligible Costs	6
Ineligible Costs	16
Questions	17
APPLICATION INSTRUCTIONS	18
Application Access	18
Application Contents And Instructions	18
Application Submittal And Deadline	20
APPLICATION DOCUMENTS	21
Electronic And Original Signatures	21
CalRecycle Documents	21
Application Certification	21
Staff Contact Information	21
Applicant's Documents	21
Resolution	21
Resolution (For Collaborative Applicants)	22
Letter Of Designation	23
Letter Of Permission	23
GRANT REVIEW AND AWARD PROCESS	24
Grant Application Review Process	24
Grant Award Process	24
Grant Award Conditions	24
GRANT PROGRAM ADMINISTRATION	25
Grant Agreement	25
Reporting Process	25
Payment Request Process	25

GRANT CYCLE OVERVIEW

The Department of Resources Recycling and Recovery (CalRecycle) offers the Local Government Waste Tire Enforcement (TEA) Grant Program (Program) pursuant to Section 42889(b)(4) of the Public Resources Code. The purpose of the grant is to provide sufficient, stable and non-competitive funding to California jurisdictions for the enforcement of waste tire permitting, hauling and storage laws.

This resource document provides applicants with instructions to access and complete the application online and information about grant administration. The web-based application is in CalRecycle's Grant Management System (GMS) (<http://www.calrecycle.ca.gov/Funding/GMS/>). You will need to sign in to GMS to complete and submit an application.

TIMELINE

Date	Activity
December 14, 2017	Application Due Date <ul style="list-style-type: none">• Applications must be submitted in GMS by 11:59 p.m. on this date• Customer service will be available until 4:00 p.m. on this date
January 18, 2018	Secondary Due Date <ul style="list-style-type: none">• Approved Resolution must be uploaded in GMS by this date if it was not submitted with the application• Applicant must have an Environmentally Preferable Purchasing and Practices (EPPP) Policy by this date
April 2018	Grants Awarded <p>CalRecycle considers funding recommendations, and if approved, conditionally awards grants during this month (tentative)</p>

ELIGIBLE APPLICANTS

Eligible applicants are a city, county, or city and county that works closely with a managing entity to implement and oversee the Program. (See Managing Entity section for the definition.)

New Applicants

New applicants are those cities or counties that did not receive a TEA grant award for Fiscal Year (FY) 2016–17 (TEA24 cycle). New applicants must meet the following requirements at the time of application:

- Counties must have 50 or more active* businesses in their jurisdictions with Tire Program Identification (TPID) numbers.
- Cities must have 100 or more active* businesses in their jurisdictions with TPID numbers.

New applicants that are under the jurisdiction of an existing TEA grantee that is also applying for a TEA grant may apply for this grant only if the new applicant:

- Meets the eligibility requirements of this Program.

- Notifies the existing grantee and CalRecycle in advance of its intent to apply.
- Meets with the existing grantee and CalRecycle.
- Demonstrates that complementary services are needed in its jurisdiction(s).

Reapplying Grantees

Reapplying grantees are applicants that received a grant award in the previous cycle.

Reapplying grantees must meet the TPID requirements:

- Counties must have 50 or more active* businesses in their jurisdictions with TPID numbers.
- Cities must have 100 or more active* businesses in their jurisdictions with TPID numbers.

*"Active" means the *Business Status* is "Active" in CalRecycle's Waste Tire Management System (WTMS).

The city, county, or city and county is eligible to apply for a TEA grant if it satisfactorily performed in accordance with its TEA23 Grant Agreement, including, but not limited to, the Terms and Conditions, Procedures and Requirements, Inspection Priority Work Plan, and Budget. CalRecycle will use joint field inspections and other performance measures to determine if a reapplying grantee has satisfactorily performed in the TEA23 grant cycle.

Listed below are examples of performance measures and standards that may be reviewed to determine if a reapplying grantee performed satisfactorily in prior grant cycles.

- Expended at least 80 percent of awarded funds on eligible and approved items and activities.
- Completed at least 80 percent of inspections estimated in the application in accordance with the **Inspection Priorities** as described in the Procedures and Requirements.
- Submitted complete Progress Reports, Payment Requests, and other required grant documents by the due dates.
- Attended all mandatory training events.
- Complied with all requirements of the Grant Agreement.

CalRecycle staff will work closely with reapplying grantees which did not perform satisfactorily. If a reapplying grantee did not perform satisfactorily, staff may recommend that the reapplying grantee not receive TEA grant funding.

Managing Entity

All applicants must designate a managing entity to implement and oversee the Program. The managing entity must be one of the following:

- A Local Enforcement Agency
- An Environmental Health Agency, department, office, etc.
- A Code Enforcement Agency, department, office, etc.
- Another agency, department, office, which has inspection and code enforcement authority, experience and capability

COLLABORATIVE APPLICATION REQUIREMENTS

Two or more eligible entities may agree to submit a Collaborative Application. A

Collaborative Application requires one of the eligible entities to act as the Lead Collaborative Jurisdiction (LCJ) and the other entities will be Participating Collaborative Jurisdiction(s) (PCJ). Under a Collaborative Application, a PCJ voluntarily allows an LCJ to perform waste tire enforcement activities in its jurisdiction. The following examples describe requirements for the different types of Collaborative Applications:

County/County

Two or more counties agree to collaborate. The counties agree that one county will submit a Collaborative Application for a TEA grant as the LCJ with the other county/counties listed as a PCJ(s) on the application. The LCJ will perform waste tire enforcement activities in the PCJ(s). All members of a collaborative application must submit a resolution from their governing body.

See Application Documents section, Resolution for Collaborative Applicants, for further information.

Cities within the Same County

Two or more cities within the same county agree to collaborate. The cities agree that one city will submit a Collaborative Application for a TEA grant as the LCJ with the other city/cities listed as PCJ(s) on the application. The LCJ will perform waste tire enforcement activities in the PCJ(s). Both the LCJ and the PCJ are required to submit resolutions.

See Application Documents section, Resolution for Collaborative Applicants, for further information.

Cities Collaborating with a Different County or with a City in a Different County

A county may also collaborate with a city from an adjacent county. If a city is not receiving waste tire enforcement services from the county in which it is located, the city may collaborate with another county or a city outside of its county. Both the LCJ and the PCJ are required to submit resolutions. In addition, the LCJ must obtain a Letter of Permission from the County Administrator's Office of the county in which enforcement action will be taken.

See Application Documents sections, Resolution for Collaborative Applicants and Letter of Permission, for further information.

Note: An incorporated city that is not an active TEA grantee does not need to become a Collaborative Jurisdiction with its own county when the county is a TEA grantee and conducts inspections on the city's behalf.

GRANTEE'S AUTHORITY

CalRecycle is responsible for performing all activities related to enforcing waste tire permit, hauling and storage laws and regulations. When a local jurisdiction receives a TEA grant and becomes a grantee, it is authorized to enforce waste tire laws and regulations under CalRecycle's authority, not its own. Some grantees or managing entities have authority as Local Enforcement Agencies or code enforcement agencies; however, that authority is not applicable to the waste tire enforcement program.

County grantees may perform waste tire activities in the following areas:

- The unincorporated area of its own county, and the incorporated areas of all cities within the boundaries of the county that are not TEA grantees or Participating Collaborative Jurisdictions on any other jurisdiction's TEA grant application
- The unincorporated and incorporated area of any Participating Collaborative Jurisdiction(s)

City grantees may perform waste tire activities in the following areas:

- The incorporated area of its own city
- The unincorporated and incorporated areas of any Participating Collaborative Jurisdiction(s)

City and county grantees may perform waste tire activities in the following areas:

- The unincorporated and incorporated areas of its own city and county
- The unincorporated and incorporated areas of any Participating Collaborative Jurisdiction(s)

AVAILABLE FUNDS

- \$ 6,500,000 is available for this grant cycle, fiscal year 2017–18, subject to funding availability.
- Applicants may request the maximum award amount allowed for their qualifying populations. The maximum award for any applicant is:
 - \$300,000 for applicants with qualifying populations 1 to 900,000.
 - \$450,000 for applicants with qualifying populations 900,001 to 2,000,000.
 - \$600,000 for applicants with qualifying populations of 2,000,001 or more.

DETERMINING MAXIMUM AWARDS

Qualifying populations for maximum award amounts are determined using population data published in the California Department of Finance report, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change (<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-1/>). The report is generally published in May of each year.

Following is a description of how an applicant's qualifying population is determined.

For a county applicant, the qualifying population includes all of the following:

- The population of the unincorporated area of the applicant county and the population of all incorporated cities within the boundaries of the county that are not included on any other TEA application.
- The population of the unincorporated and incorporated areas of any Participating Collaborative Jurisdiction(s).

For a city applicant, the qualifying population includes all of the following:

- The population of the incorporated area of the applicant city.
- The population of the unincorporated and incorporated areas of any Participating Collaborative Jurisdiction(s).

For a city and county applicant, the qualifying population includes all of the following:

- The population of the unincorporated and incorporated areas of the applicant city and county.
- The population of the unincorporated and incorporated areas of any Participating Collaborative Jurisdiction(s).

GRANT TERM, GRANT PERFORMANCE PERIOD, AND REPORT PREPARATION PERIOD

The Grant Term begins on the date of the Notice to Proceed email and ends on September 30, 2019. Eligible program costs must be incurred after the Notice to Proceed email and before September 30, 2019.

- The Grant Performance Period begins on the date of the Notice to Proceed Email and ends on June 29, 2019.
- The Report Preparation Period begins on June 30, 2019 and ends on September 30, 2019. **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 or before September 30, 2019.

ELIGIBLE COSTS

Eligible costs may be incurred only during the Grant Term, which starts when the grantee receives a Notice to Proceed from CalRecycle and ends on September 30, 2019. (See "Grant Term, Grant Performance Period, and Report Preparation Period" for additional information).

Eligible costs during the Grant Performance Period include, but are not limited to:

- Conducting and reporting on inspections of waste tire facilities to ensure compliance with current waste tire laws and regulations. Investigating illegal tire disposal activities.
- Identifying and issuing Notices of Violation to noncompliant entities.
- Conducting and reporting field patrolling, investigations and other enforcement activities to remediate waste tire disposal and hauling.
- Referring all illegal and unregistered waste/used tire haulers to CalRecycle.
- Conducting program-related outreach and educational efforts with local businesses.

The following information is provided to assist the applicant in the preparation of the TEA25 Budget. Review this information carefully. Eligible activities/costs are specified within each Budget Category. Eligible activities may include, but are not limited to, the activities listed under the following Budget Categories. Please see Exhibit B (Procedures and Requirements) "Eligible Costs" for additional information. Applicants are encouraged to contact the Grant Manager when clarification on eligibility of any budget item is needed.

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:

- Preparing and submitting Progress Reports, Payment Requests, and all other required documents, forms and information.
- Grant-related communications with the CalRecycle Grant Manager, Evaluation staff, Enforcement staff and state auditors.
- Costs related to compliance with performance evaluation or audits.
- Developing and maintaining a system to accurately capture and report staff time, activities, and costs for waste tire enforcement, including maintenance of records.
- Time spent on personnel administration related to hiring, supervising, or evaluating TEA grant staff.
- Any other administrative function for which there is a direct and demonstrable nexus to supporting 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, unless the Grant Manager has approved an educational and outreach plan with a larger percentage. Eligible education activities and costs are as follows:

1. Identifying new TPIDs, 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 brochures (<http://www.calrecycle.ca.gov/tires/enforcement/Grantee/Resources.htm>) when conducting educational visits for TPIDs.
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.
5. Providing other outreach activities as requested by CalRecycle.

ENFORCEMENT

Enforcement Actions and Surveillance

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

1. All eligible enforcement and surveillance activities **MUST** be related to conducting and reporting on investigations, researching, surveilling, identifying, and documenting at least one of the following:
 - 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.
 - 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 DA, task forces, TEAs, and other local law enforcement on:
 - Gathering and sharing 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:
 - Making waste tire enforcement referrals, as approved or required.
 - Investigating waste tire referrals, complaints, violations, discrepancies, legal records searches, etc., as requested.
 - Obtaining inspection and other warrants as needed, participating with local law enforcement activities, performing interviews and field investigations, developing enforcement cases.
 - Researching databases and past enforcement activities.
- After appropriate enforcement and surveillance, coordination with other agencies to remediate environmental damage due to illegal dumping and storage of waste tires, including:
 - Review of regulations and procedures.
 - Coordination with Local Conservation Corps to coordinate cleanups, and other related activities.
 - Coordination with CalRecycle for cleanup and lien options.

Note: Private property with more than 500 illegal stored waste tires must be referred to CalRecycle for enforcement prior to seeking remediation.

- Record Keeping
 - Production and maintenance of documents and files to track waste tire enforcement-related activities.
3. Grantees must report enforcement and surveillance activities to CalRecycle Inspection Liaison as follows:
- Report to CalRecycle 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 within 15 days.
 - All surveillance activities must be documented and supported by completing the CalRecycle Waste Tire Surveillance/Field Patrolling form (CalRecycle 229).
 - Making waste tire enforcement referrals, as approved or required. See "Inspection Referral."

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. The grantee shall be limited to 15 percent of the total approved Budget, and adhere to the following:

All field patrolling activities must be documented and supported by completing the CalRecycle Waste Tire Surveillance/Field Patrolling form (CalRecycle 229).

1. Eligible field patrolling activities include:
 - Preparation and planning of field patrol
 - Follow-up on locations with known illegal waste tire dumping and on illegal dumping complaints and referrals

- Cleanup of small tire piles with 35 or less tires on public land including disposal fees
2. The grantee must report field patrolling activities quarterly in the following manner:
 - The Waste Tire Surveillance/Field Patrolling forms shall be submitted electronically to WasteTires@CalRecycle.ca.gov to the attention of their CalRecycle Inspector Liaison.
 - List violations given to individuals for illegal waste tire dumping or unregistered waste tire hauling.
 - Summary of documented fluctuations, increases and decreases in illegally dumped waste tires, etc.
 3. The grantee shall be limited to patrolling the same location once every quarter, 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 ten percent of the total approved Budget, and as described below.

1. The grantee may claim only the cost of an item that is proportionate to its use in the waste tire enforcement program.
2. The only eligible equipment and quantity/cost of equipment under the grant is that listed in the Budget, or that has been subsequently pre-approved by the Grant Manager. The following are examples of eligible equipment:
 - Personal Protective Equipment: including boots, reflective vests or logo/identifying windbreakers, hard hat/sun hat, gloves, binoculars, face masks, safety glasses
 - Field equipment: including measuring devices, GPS, camera and accessories, clipboards.
 - Cell phones, mobile Wi-Fi hotspots and cell service
 - Computers or tablets and related standard accessories

INDIRECT COSTS

Grantees may charge actual indirect cost rates not to exceed 20 percent of approved direct costs.

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

Please note that where caps are set which limit the percentage any category may comprise within the total grant budget, those percentages are not meant to cap the total amount charged to a payment request. Grantees may expend 100 percent of the capped amount without expending 100 percent of the grant budget.

Grantees must maintain, and shall provide if requested, documentation to support indirect charges and the components thereof, which demonstrates the methodology used to calculate these costs is appropriately applied.

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 TPIDs as authorized and described in the Inspection Priority Work Plan and as described below, unless prior written approval is given by CalRecycle Inspector Liaison and the Grant Manager. 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, 2019.
 - Active TPIDs with an outstanding Notice of Violation (NOV) must be inspected within 15 days of the compliance deadline. Grantees may make referrals to CalRecycle after the first inspection, but must do so within 15 days and as described under "Inspection Referrals".
 - The grantee shall inspect tire locations or refer to CalRecycle within 15 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 that the grantee knows 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 TPIDs listed in the Inspection Priority Work Plan can and will be inspected within the grant period, the grantee may inspect Active TPIDs not on the Inspection Priority Work Plan any time during the grant cycle 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.
 - A maximum of two re-inspections may be performed per active TPID if a Notice of Violation was documented during the original routine inspection.
 - Only one Observation inspection may be performed, as described below, per active TPID.
 - Only one Educational inspection may be performed per each active, new, never-inspected TPID within the grant cycle.
- Only the following are eligible inspection activities:
 - On-the-job inspection training for TEA staff.
 - Scheduling and pre-inspection research.

- Physically inspecting the TPID 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 the potential for a violation.

Note: The Inspection Report must document the circumstances that prompted the inspection, and "Observation" must be marked as the Inspection Type

- Inspection reports may only be completed when the Inspector performs an inspection at the TPID's physical address.

Note: When the grantee learns of a new or changed TPID site (physical) address, the information must be submitted to the Waste Tire Hotline (toll-free 1-866-896-0600 or WasteTires@CalRecycle.ca.gov) or to the CalRecycle inspector liaison assigned to the grantee within seven 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:
 - Locations where the TPID does not have a site (physical) address in the grantee's jurisdiction or at an address that is not listed in WTMS. Closed and inactive TPIDs (refers to the TPID's Business Status in the WTMS)
 - Small quantity generators (SQG) (refers to the TPID's Business Role identified in the WTMS) (Inspections of SQGs included on your Inspection Priority Work Plan, as well as inspections of SQGs that previously have never been inspected, are considered pre-approved.)
 - Farm/Ranch/Dairy/Ag Sites
- Permitted Major or Minor Waste Tire Facilities

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:

- Inspection reports shall be filled out completely and correctly and shall contain, at a minimum, the following on all reports:
 - A statement that permission to inspect the facility was requested and obtained with the name and title of the person who granted the inspector permission (including taking photos and making site maps),
 - Waste tire count for the facility including indicating the counting method(s) used (e.g., direct count, volumetric estimation,

- combination, etc.). If volumetric estimation was used, a description of the tire piles, their location, dimensions, and all volume calculations and conversions to waste tires,
 - Results of the CTL review and any discrepancies noted. Include additional information that 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 filled out to accurately reflect compliance/noncompliance at the TPID in accordance with the inspection report instructions (<http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/FormInstruct.htm#Page2>), the Grantee Toolbox (<http://www.calrecycle.ca.gov/tires/enforcement/Grantee/>), and according to training provided by CalRecycle and as follows:
 - 1) The grantee shall conduct a pre-inspection review of hauler records, CTLs, WTMS, authorizations, prior inspections and enforcement actions prior to inspections.
 - 2) Violations shall be cited correctly and consistently, including citing the correct code sections, through the re-inspection process.
 - 3) Violations and corrections to violations shall be noted on the inspection report and supported with written comments and documentation. Documentation may include photographs, description of conditions at the site, information gathered through interviews, and any other documentation which support violations or corrections of violations.
 - 4) Statements or directives the Inspector made to the owner/operator must be noted in the report.
 - 5) TEA inspectors shall verify that the information in WTMS was current and accurate, including Operational Status, authorizations, addresses, owners, operators, contacts information etc. If discrepancies are noted, the inspector shall submit corrections to the Hauler Hotline or to the CalRecycle Inspector Liaison assigned to the grantee within 7 days. Inspectors are also to note these corrections in the inspection reports.
- 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.
- Enforcement Referrals to CalRecycle shall be on a CalRecycle 228 Form. All inspections resulting in the issuance of an NOV may result in a referral to CalRecycle for enforcement action and shall be handled in the following manner:
 - 1) On the First Inspection:
 - The TEA inspector shall advise the TPID owner/operator or representative of the violation(s) and provide them a copy of the CalRecycle Notice of Violation and Citable Offenses

Handouts

(calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#NOV).

- 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. This date shall be no more than 30 days following the date of the inspection, except for violations of recordkeeping or manifest requirements contained in 14 CCR 17357 and 14 CCR 18459.2.1 through 18462. In this case, the compliance deadline date shall be no more than 90 days following the date of the inspection to provide adequate time to assess whether corrective action has been taken regarding recordkeeping and manifest issues.
- If the violation is significant, chronic, or if it is anticipated that the violation will not be corrected, the TEA inspector shall immediately refer the TPID and violation to CalRecycle to allow for an expedited enforcement. See below for more on "Inspection Referrals" to CalRecycle.

2) On the Second Inspection (First Re-inspection):

- The Grantee shall re-inspect the site within 15 days of the NOV compliance deadline date.
- The Inspection Report must include 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 either documenting:
 - 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 days following the date of the re-inspection.
 - c. Continued violation(s) without significant good faith, and refer the TPID 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 TPID within 15 days following the extended NOV compliance deadline date.
- Continue to cite the same codes being violated and the reasons. Also document violations that were corrected since

- the last inspection.
- If all violations have not been corrected, including new violations detected during re-inspections, refer the TPID and violation(s) to CalRecycle for further enforcement action by completing/submitting the CalRecycle Referral Form (CalRecycle 228) (www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#Referral) to WasteTires@calrecycle.ca.gov. Indicate the referral in the Enforcement Status section of the inspection report.
- The referral shall be made within 15 days following the second 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.
- The grantee may make referrals to CalRecycle after the first inspection.

CalRecycle will provide training and assistance on the above requirements as needed or requested. If an inspection report is determined as inadequate as outlined above, the grantee will be responsible for correcting errors on inspection reports as identified by CalRecycle.

3. Timeframes - Inspections and referral documents shall be submitted in a timely manner, as follows:
 - All inspections shall be delivered to the TPID representative or owner/operator and be submitted electronically to CalRecycle within 15 days following the inspection date.
 - All NOV's shall be issued with a compliance date 30 days or less.
 - For violations of recordkeeping and manifest requirements contained in 14 CCR 17357 and 14 CCR 18459.2.1 through 18462, the compliance deadline date shall be no more than 90 days from the date of the inspection to provide adequate time to assess whether corrective action has been taken regarding recordkeeping and manifest issues.
 - The first re-inspections (for NOV) shall be conducted within 15 days following the compliance deadline date.
 - The second re-inspections (for NOV), if applicable, shall be conducted within 15 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 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. Reasonable Expenditures 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 including preparation, on-site time, travel time, and reporting/follow-up. CalRecycle may require a grantee to report time in more detail or develop a more in-depth time task analysis to support reimbursement requests.
- 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 kept to a minimum by inspecting as many sites in one area at one time as is practical.

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 (PRC) Section 42850(c); (2) enforcing regulations relating to the hauling of waste and used tires, as provided in PRC Section 42963(b); and (3) fulfilling any other enforcement obligations with which it is charged by statute or regulation.

TRAINING

Reimbursement for training is limited to tire enforcement staff and supervisors. In-house training is to be charged under the appropriate category (i.e. inspection training under 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 (percentage or quantity inspections) they are committed to the Program.
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*
 - WTMS Training*
 - Annual Technical Training Series*
 - Grant Administration Training
 - Other mandatory trainings as requested by CalRecycle.

*Grantee must send at least one inspector to each of these events.

4. The following are eligible non-mandatory training activities/costs:
 - Meetings, training or conferences as requested by CalRecycle
 - Coordinating and hosting Round Tables or other 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 classes
 - 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.
 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

The amount budgeted for and eligible for reimbursement under Transportation **must be necessary** to perform waste tire activities under the TEA Grant. The total must be less than or equal to ten 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 per diem. All travel costs must be in accordance with the California State Travel policies (<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

Ineligible costs include, but are not limited to:

- Grant Performance Period costs incurred prior to the date of the Notice to Proceed email, or after June 29, 2019.
- Report Preparation Period costs incurred after September 30, 2019.
- 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 don't 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.
- Preparing and submitting the next cycle's grant application.
- Costs that the Grant Manager deems unreasonable, excessive, ineligible, inappropriate, duplicative, disproportionate or not related to the Program.

QUESTIONS

If you have any questions or concerns regarding the application process or the eligibility of an activity, please consult the Grant Manager, Phanessa Fong at Phanessa.Fong@calrecycle.ca.gov.

PUBLIC RECORDS REQUESTS

It is the policy of CalRecycle to make records requested by the public promptly available in accordance with the laws governing disclosure of records and information to the public. In general, all records in the possession of a state agency are public records subject to disclosure, unless a law provides that a particular kind of record or information is not a public record or is exempt or prohibited from disclosure. Upon request, the entire contents of your submitted application are subject to public records requests. This may include contact information, project summary, uploaded documents, and scoring information.

APPLICATION INSTRUCTIONS

APPLICATION ACCESS

The application is available in CalRecycle's web-based Grants Management System (GMS). Access to GMS is secure; therefore you must have a CalRecycle WebPass in order to log into the system. Applicants who have not previously obtained a CalRecycle WebPass can create an account at the CalRecycle WebPass site (<https://secure.calrecycle.ca.gov/WebPass/>).

When you are ready to start an application, log into GMS (<https://secure.calrecycle.ca.gov/Grants>), select "Apply for a Grant" on the left. Open grant cycles are displayed in a table. Find Local Government Waste Tire Enforcement Grant Program, TEA25: Fiscal Year 2017–18 and select "Start Application." A pop-up window will appear asking for contact information. You will automatically be added as the first contact and Primary Contact for the new grant application however, this can be updated later. The application then opens to the Summary Tab.

APPLICATION CONTENTS AND INSTRUCTIONS

The components of the application are divided into tabs. To fill out an application, click on each tab and complete the sections in each tab as required. General directions are on the top of each tab and detailed information about the requirements for each tab is listed below.

The applicant is responsible for submitting a complete application. This includes signing documents, uploading required documents, and submitting the application by the due date(s). Failure to do so will result in disqualification from the Local Government Waste Tire Enforcement grant program. Examples of disqualifications may include:

- Applicant does not meet the eligibility requirements
- Project is not eligible
- Failure to use required CalRecycle documents or forms
- Uploading incomplete or blank documents to the Documents tab
- Signature Authority fails to sign Application Certification or any document that requires a signature
- The online application is incomplete or missing information

Summary Tab

This tab provides a summary of the application, due dates, resource documents and links, application documents, and the Application Submission section. It is the applicant's responsibility to ensure that all required documents, based on the individual grant application/project, are submitted by the appropriate due date.

Applicant/Participant Tab

The applicant name is the legal name of the jurisdiction/organization that is legally responsible for grant administration, if awarded. Do not enter your personal name.

- Select the Add Applicant/Participant button and type in the Applicant Name and County.
- Search the table for the correct applicant name and select Add Applicant/Participant.

- Choose the Lead Participant radio button. Every application must have a Lead Participant even if it is an individual application with no participating jurisdictions.
- If it is not listed, click on Add New Applicant/Participant. Complete the items marked with a red asterisk and save the information.
- Enter the applicant/participant name as it appears on the Resolution or Letter of Commitment. Do not include the department or unit name.
- County names must be listed with the name first followed by the word "County," e.g., "Sacramento County."
- City names must be listed as "City of" followed by the city's name, e.g., "City of Sacramento."

For Collaborative Applications

- Add the name of each eligible participating jurisdiction and choose the Participating Jurisdiction radio button.

For a list of eligible applicants, please see the Grant Cycle Overview section titled "Eligible Applicants."

Detail Tab

Complete this tab as follows:

- Enter a dollar amount in the Grant Funds Requested field. Do not exceed the maximum grant award amount of \$600,000,000. Please round all amounts to the nearest whole dollar.
- Enter the Assembly Districts and Senate Districts. To select more than one district hold the "Ctrl" key while selecting the numbers.
- Enter the applicant's department name, e.g. "General Services." If the applicant does not have a department the applicant's name may be entered.
- Enter the grant payment mailing address.
- Project Summary/Statement of Use: provide a brief summary of how grant funds will be expended and how these funds will augment your local/regional enforcement efforts.
- Select the appropriate option for the Resolution or Letter of Commitment Requirement and optional Letter of Designation.

Contacts Tab

The application is required to have only one Primary Contact and at least one Signature Authority. Each contact entered into the application may be granted access by checking the box on the top of the contact's detail screen. The contact will be able to log into GMS using his/her own CalRecycle WebPass and access the application.

- **Primary Contact.** One person who has been authorized by the Signature Authority/Designee to manage and oversee the grant. This person will be the first contact with whom the Grant Manager will communicate.
- **Signature Authority.** The person(s) authorized to sign CalRecycle documents, such as grant applications, grant agreements, etc., as authorized by a board/council-adopted Resolution, Letter of Designation, or Letter of Commitment (if applicable).
- **Secondary Contact.** A person authorized (by the Primary Contact or Signature Authority/Designee) as the alternate person with whom the Grant Manager will communicate. (Not required)

- **Consultant.** A professional who provides advice in a particular area of expertise. If the applicant is awarded a grant, the consultants may manage the grant or only conduct specific activities, based on a written agreement between the applicant and the consultant outlining work to be performed. (Not required)

Budget Tab

Complete the budget document provided in GMS. Transfer the total of each budget category from the document into the budget tab. The budget document must be uploaded in the Documents tab and the budget amounts must match those entered in the Budget tab. The total must equal the Grant Funds Requested amount shown on the Detail tab.

Documents Tab

See the Application Documents section for documents that must be uploaded in the Documents tab. When uploading a document, enter a document title, select the appropriate document type from the drop down list, and enter the date that it was executed/signed, if applicable, or select "today's date."

After all the application documents are uploaded, return to the **Summary Tab** and print the **Application Certification** from the **Application Submission** section.

APPLICATION SUBMITTAL and DEADLINE

The **Submit Application** button will be enabled after all required documents have been uploaded. Click the **Submit Application** button and the application status will change to **Submitted**. The application can only be submitted once, however you will be able to upload documents until the secondary due date

Applications must be submitted no later than 11:59 p.m. on December 14, 2017. Customer service will be available until 4:00 p.m. on the application due date either by emailing grantassistance@calrecycle.ca.gov or calling Jayme Tesser at (916) 341-6047.

Note: Applications that are not submitted by the due date will be automatically deleted from GMS.

APPLICATION DOCUMENTS

Electronic and Original Signatures

CalRecycle documents or forms that certify legally binding information require an original wet ink signature. If a signature block with penalty of perjury language is provided please provide a wet ink signature. CalRecycle will accept electronic signatures on all other documents. If you have questions, email grantassistance@calrecycle.ca.gov.

CALRECYCLE DOCUMENTS

CalRecycle documents are on the Summary tab in the Application Documents section. To access a document, click on the link, open it up, fill it out, save it to your computer, and upload it to the Documents tab. Below is a list of the documents. Unless a document specifies that it may be reproduced as necessary, **do not** alter CalRecycle documents. If you are having trouble with a document, email grantassistance@calrecycle.ca.gov or call Jayme Tesser at (916) 341-6047. Altered or reproduced CalRecycle documents or templates may result in automatic disqualification of your application.

Application Certification

The Application Certification is a required application document that must be generate from GMS. After each tab of the application is complete and documents are uploaded, generate the Application Certification from the Summary tab. A wet ink signature from the authorized Signature Authority (identified in your resolution or letter of commitment) is required, then scan the document, upload it, and retain the original hard copy document.

Budget

Applicants are required to submit a Budget. Complete the Budget document provided in GMS. The budget document must be uploaded in the Documents tab (do not convert the excel budget document into another format) and the budget amounts must match those entered in the Budget tab. The total must equal the Grant Funds Requested amount shown on the Detail tab

Staff Contact Information

Applicants are required to provide a list of all field staff, program supervisors, and managers who will work on the grant. Complete the contact information requested for each person included.

APPLICANT'S DOCUMENTS

Below is a list of documents that the applicant is responsible for preparing and uploading to their application. For examples of these documents, please see the **Resolution and Letter Examples** link found on the **Summary Tab** under **Resource Links**.

Resolution

Any applicant that is subject to a governing body must upload a Resolution that authorizes specific grant-related matters. A copy of the authorizing Resolution is a required application document that must be uploaded no later than the secondary due date or the application will be deemed incomplete and will be disqualified. Resolution

requirements vary for individual and regional applications. See the **Resolution and Letter Examples** link for more information. CalRecycle staff are available to answer questions about the Resolution or letter examples, or to review your draft Resolution to ensure it meets the requirements of the grant program. You may upload the Resolution to your application as a Draft Resolution or for immediate review email it to grantassistance@calrecycle.ca.gov.

Individual Application Requirements:

1. The Resolution must authorize submittal of an application for one or more specifically named CalRecycle grant(s) or for all CalRecycle grants for which the applicant is eligible.
2. The Resolution must identify the period of time, up to five years, during which the authorizations are valid. Five years is encouraged; however, periods of less than five years are acceptable. If a Resolution does not specifically identify a period of time, it will be considered valid for one year from the date of adoption.
3. The Resolution must identify the Signature Authority by listing the job title of the person(s) authorized to sign all grant-related documents necessary to implement and close-out the grant(s).

(Optional but encouraged) The Resolution should authorize the Signature Authority to delegate his/her signature authority to another person identified by job title.

Note: The Signature Authority must sign a Letter of Designation **prior** to the Designee's exercise of his/her authority.

Collaborative Application Requirements:

1. The Lead Collaborative Jurisdiction (LCJ) must submit an approved Resolution that authorizes it to act as a lead for a collaborative program. This Resolution authorizes submittal of a collaborative application on behalf of the LCJ and specifically named participants, and includes authorization letters from the Participating Collaborative Jurisdictions (PCJ) authorizing the LCJ to act on their behalf for this cycle.
2. If the Resolution is valid for more than one year, it is highly recommended a) that the list of participants be provided as an attachment rather than embedded in the Resolution, and b) that the Signature Authority be authorized to revise the list as necessary with each subsequent application (this allows a Signature Authority to add or remove participants with each new application without the necessity of obtaining a new Resolution).
3. Participants subject to a governing body must provide a Letter of Authorization to the LCJ authorizing the LCJ to act on its behalf for this cycle. Letters of Authorizations may be valid for as long as the LCJ's Resolution, not to exceed five years, otherwise must be dated within the last 12 months. Copies of the Letters of Authorization must be uploaded with the application by the secondary due date.

Resolution (for Collaborative Applicants)

A PCJ is a jurisdiction that voluntarily allows an LCJ applicant to perform waste tire activities in its jurisdiction. Cities or counties may submit Collaborative Applications listing PCJs, but their applications must include authorization from the other cities and/or counties joining as PCJs. If a jurisdiction is listed as a PCJ on an application, it cannot apply individually or as part of another Collaborative Application.

In addition to the Resolution for the applicant, in which the LCJ is authorized by its governing body to act on behalf of the PCJs, the application must also include the following documents for each PCJ:

1. A Resolution from each PCJ authorizing the LCJ to act on its behalf as both applicant and Grant Administrator (entity that implements the grant program); and,
2. If the PCJ is within the county of an active TEA grantee and the LCJ is a different county or located in a different county, a Letter of Permission from the County Administrator's office stating that it agrees that the LCJ may conduct waste tire enforcement activities in the PCJ and that it will not be performing such activities there.

The inclusion of the PCJ(s) name(s) in the LCJ's Resolution does not take the place of the required PCJ's Resolution.

Letter of Designation

A Letter of Designation is required only when the authorized Signature Authority title identified in the approved Resolution delegates his/her authority to another person. First, the approved Resolution must indicate the Signature Authority's ability to delegate or designate his/her authority. Second, the letter must be uploaded **prior** to the Designee's exercise of his/her authority. For example, if the Designee signs the Application Certification in place of the Signature Authority, the letter must be uploaded when the Application Certification is submitted. The letter must be on the applicant's letterhead, signed by the Signature Authority, and include the information below.

- Identify the job title of the Designee and the scope of the Designee's authority.
- Identify the period during which the Designee may exercise the authority. The Designee's authority may not extend beyond the effective date of the approved Resolution or Letter of Commitment. For example, if the Resolution is effective until December 31, 2018, then the Letter of Designation may not be effective beyond December 31, 2018). If the letter does not identify a valid time period, the letter will follow the same time frame as the Resolution.

Letter of Permission

A Letter of Permission is required when cities are collaborating with a different county or with a city in a different county. The LCJ must obtain a letter, on letterhead, from the County Administrator's Office for the county in which the enforcement action will be taken stating that the county agrees that: (1) the LCJ may perform waste tire enforcement activities in the PCJ(s); and (2) that the county will not perform any such activities in the PCJ(s).

GRANT REVIEW AND AWARD PROCESS

GRANT APPLICATION REVIEW PROCESS

After the close of the application period, CalRecycle staff will review the applications for completeness and eligibility. Only complete applications can be considered for award. If total grant requests received exceed the allocated amount of \$6,500,000, the grant requests will be adjusted so the total of grant awards does not exceed the allocated amount. CalRecycle staff will initially consider the applicant's qualifying population to set a potential base grant award as follows:

- \$70,000 for applicants with qualifying populations less than or equal to 99,999
- \$90,000 for applicants with qualifying populations 100,000 through 499,999
- \$130,000 for applicants with qualifying populations 500,000 through 1,000,000
- \$210,000 for applicants with qualifying populations of 1,000,001 or more

CalRecycle staff may also consider the following information to determine the recommended award amount for each applicant.

- The number of active permitted sites and other businesses with TPIDs.
- Known threats to public health and safety or the environment.
- The number of waste tire complaints and referrals received in previous grant cycles.
- The number of illegal waste tire dumpsites identified in previous grant cycles.
- Grant funds expended in previous grant cycles.
- The number of inspections completed in previous grant cycles.
- Enforcement and field patrolling activities in previous grant cycles.
- The results of the Grantee's Performance Evaluation (beginning in TEA24).

GRANT AWARD PROCESS

For qualifying applications, CalRecycle staff will develop funding recommendations for the consideration and approval of CalRecycle's Director, or their designee; this is tentatively scheduled for April 2018. CalRecycle reserves the right to partially fund or fund individual phases of selected proposals, and CalRecycle may fund an amount less than requested.

CalRecycle reserves the right to not award any grant funds under one or more cycles.

GRANT AWARD CONDITIONS

When awarded, this grant will be subject to two conditions:

- 1) The recommended grantee must a) pay all outstanding debts due CalRecycle, or b) bring current outstanding payments owed to CalRecycle, within 60 days from the date CalRecycle conditionally awarded the grant.
- 2) The recommended grantee's Signature Authority (or where delegation is authorized, his or her Designee) must sign and return the Grant Agreement to CalRecycle. The signed Grant Agreement must be received by CalRecycle within 60 days of the date of the award email.

Failure to comply with either condition will void the grant award.

GRANT PROGRAM ADMINISTRATION

GRANT AGREEMENT

The Grant Agreement binds the grantee to CalRecycle's requirements as outlined in the Grant Agreement documents. An original signature is required on the Grant Agreement. We cannot accept electronic signatures. These documents shall guide the grantee's administration of the grant project.

Following CalRecycle's conditional approval of the grant awards, we will email grantees the information below.

- Award email.
- Grant Agreement Cover Sheet (CalRecycle 110).
- Exhibit A – Terms and Conditions: contain CalRecycle standard legal requirements for grants.
- Exhibit B – Procedures and Requirements: contain specific requirements for administering this grant, including but not limited to project, reporting, and audit requirements.
- Exhibit C – Grantee's approved application with revisions, if any, and any amendments.
- Attachment I–Forms Guide: For CalRecycle forms used throughout the Grant Performance Period.

Note: See CalRecycle Grant Forms Website

(<http://www.calrecycle.ca.gov/Funding/Forms/>) to download the forms.

REPORTING PROCESS

Grantees are required to report on the progress of their grant on a bi-annual basis. The Final Report is due on September 30, 2019. Detailed reporting information is included in the Procedures and Requirements (Exhibit B).

PAYMENT REQUEST PROCESS

Eligible costs are authorized for reimbursement upon the Grant Manager's approval of the Payment Request, and if required, the accompanying Progress/Final Report. Payment Requests must include itemized documentation of claimed expenses (e.g., itemized receipts and proof of payment of invoices). CalRecycle will retain 10 percent of each approved Payment Request amount until the Grant Manager approves the Final Report, the final Payment Request, and all required supporting documentation. Failure to submit these final documents by the deadline specified in the Procedures and Requirements (Exhibit B) or failure to receive the Grant Manager's approval of these documents by September 30, 2019, may result in the nonpayment of otherwise eligible costs. Detailed payment information is included in the Procedures and Requirements (Exhibit B).

Waste Tire Enforcement Grant Program 2017

Section D- Terms and
Conditions

Environmental Health

EXHIBIT A TERMS AND CONDITIONS

Local Government Waste Tire Enforcement Grant Fiscal Year 2017-18

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 or any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor 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.



Application Certification

Application Information

Applicant: Fresno County

Cycle Name: Local Government Waste Tire Enforcement Grants

Application Due Date: 12/14/2017

Cycle Code: TEA25

Secondary Due Date: 01/18/2018

Grant ID: 20581

Grant Funds Requested: \$300,000.00

Matching Funds: \$0.00 (if applicable)

Contacts

Name	Title	Prime	Second	Auth	Cnslt
Boom Phouthavong	REHSII		X		
Steven Rhodes	Supervising Environmental Health Special	X			
Wayne Fox	Division Manager			X	
Brian Pacheco	Board of Supervisors, Chairman			X	

Budget

Category Name	Amount
Admin Costs	\$36,366.00
Education	\$0.00
Enforcement	\$44,285.00
Indirect Costs	\$18,398.00
Inspections	\$167,435.00
Training	\$22,500.00
Transportation	\$11,016.00

Documents	Document Title	Received Date
Required		
Application Certification		
Budget	TEA25 Budget Draft	11/7/2017
Staff Contact Information	Staff Contact Information TEA25	11/6/2017
Required By Secondary Due Date		
Resolution - Lead Participant		
Other Supporting Document(s)		
Draft Resolution	BOS Resolution 11-13-12	10/31/2017
Letter of Designation	Letter of Designation -Fox	10/31/2017
Letter of Permission		

Application Certification

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).

Conditions and Certification

Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which consists of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following: that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their 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. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

Certification:

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X

Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)

Date

11-5-17

Print Name

Wayne Fox

Print Title

Division Manager

IMPORTANT! Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

Waste Tire Enforcement Grant Program 2017

Section E- Procedures
Requirements

Environmental Health

EXHIBIT B PROCEDURES AND REQUIREMENTS

LOCAL GOVERNMENT WASTE TIRE ENFORCEMENT GRANT PROGRAM 25th Cycle – Fiscal Year 2017–18

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

Table of Contents

Introduction	2
Milestones	2
Grant Management System (GMS)	2
Accessing The Grant	2
Contact Updates	2
Prior To Commencing Work	3
Grant Term, Grant Performance Period, And Report Preparation Period	3
Eligible Costs	3
Administrative Costs	4
Education	4
Enforcement	5
Equipment	6
Indirect Costs	7
Inspections	7
Training	12
Transportation	13
Ineligible Costs	13
Modifications	14
Reporting Requirements	14
Mid-Year Progress Report	15
Final Report	15
Grant Payment Information	15
Payment Request And Documentation	15
Supporting Documentation	16
Audit Considerations	17

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, records and audit requirements.

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

MILESTONES

Date	Activity
Notice to Proceed Date	Grant Term and Grant Performance Period Begins on date indicated on the Notice to Proceed
February 28, 2019	Mid-year Progress Report Due
June 29, 2019	Grant Performance Period Ends
June 30, 2019 – September 30, 2019	Report Preparation Period
September 30, 2019	Final Report and final Payment Request Due
September 30, 2019	Grant Term End

GRANT MANAGEMENT SYSTEM (GMS)

GMS is CalRecycle's web-based grant application and grant 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>) using their web pass. After login, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** button. 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.

For further instructions regarding GMS, including login directions, see the section above titled Grant Management System.

GRANT TERM, GRANT PERFORMANCE PERIOD, AND REPORT PREPARATION PERIOD

The Grant Term begins on the date of the Notice to Proceed email and ends on September 30, 2019. Eligible program costs must be incurred after the date of the Notice to Proceed email and before September 30, 2019.

The Grant Performance Period begins on the date of the Notice to Proceed Email and ends on June 29, 2019.

The Report Preparation Period begins on June 30, 2019 and ends on September 30, 2019. **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 or before September 30, 2019.

ELIGIBLE COSTS

All grant expenditures must be for activities, products, and costs specifically included in the approved Inspection Priority Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed 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 as long as the cost was incurred after receiving a NTP and before the end of the Grant Performance Period. The delivery 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 Inspection Priority Work Plan and/or Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. 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 are eligible activities under Inspections, Enforcement, Training, Education, and should be charged under the appropriate category (i.e. inspection training under Inspection budget):

- Coordinating with other grantees when both the city and county in which they are located are grantees to ensure no duplication or gaps in activities.
- Grant-related meetings of the grantee's tire enforcement staff.
- Staff time spent on grant-related activities (i.e., providing training, receiving training, file maintenance, communicating with CalRecycle about grant requirements, waste tire facility permitting, hauling, storage and disposal laws, regulations and procedures).
- Developing 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 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:

- Preparing and submitting Progress Reports, Payment Requests, and all other required documents, forms and information.
- Grant-related communications with the CalRecycle Grant Manager, Evaluation staff, Enforcement staff and state auditors.
- Costs related to compliance with performance evaluation or audits.
- Developing and maintaining a system to accurately capture and report staff time, activities, and costs for waste tire enforcement, including maintenance of records.
- Time spent on personnel administration related to hiring, supervising, or evaluating TEA grant staff.
- Any other administrative function for which there is a direct and demonstrable nexus to supporting 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, unless the Grant Manager has approved an educational and outreach plan with a larger percentage. Eligible education activities and costs are as follows:

1. Identifying new TPIDs, which may include:
 - Obtaining Waste Tire Management System (WTMS) reports of newly issued Tire Program Identification (TPID) numbers, or
 - Canvassing business areas to determine if new or established businesses perform waste tire activities.
2. Printing and distributing CalRecycle brochures (<http://www.calrecycle.ca.gov/tires/enforcement/Grantee/Resources.htm>) when conducting educational visits for TPIDs.
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.

5. Providing other outreach activities as requested or approved by CalRecycle.

Enforcement

Enforcement Actions and Surveillance

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

1. All eligible enforcement and surveillance activities **MUST** be related to conducting and reporting on investigations, researching, surveilling, identifying, and documenting at least one of the following:
 - 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.
 - 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 DA, task forces, TEAs, and other local law enforcement on:
 - Gathering and sharing 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:
 - Making waste tire enforcement referrals, as approved or required.
 - Investigating waste tire referrals, complaints, violations, discrepancies, legal records searches, etc., as requested.
 - Obtaining inspection and other warrants as needed.
 - Participating with local law enforcement activities, performing interviews and field investigations, developing enforcement cases.
 - Researching databases and past enforcement activities.
 - After appropriate enforcement and surveillance, coordination with other agencies to remediate environmental damage due to illegal dumping and storage of waste tires, including:
 - Review of regulations and procedures.
 - Coordination with Local Conservation Corps to coordinate cleanups, and other related activities.
 - Coordination with CalRecycle for cleanup and lien options.

Note: Private property with more than 500 illegally stored waste tires must be referred to CalRecycle for enforcement prior to seeking remediation.

- Record Keeping
 - Production and maintenance of documents and files to track waste tire enforcement-related activities.

3. Grantees must report enforcement and surveillance activities to CalRecycle Inspection Liaison as follows:
 - Report to CalRecycle 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 within 15 days.
 - All surveillance activities must be documented and supported by completing the CalRecycle Waste Tire Surveillance/Field Patrolling form (CalRecycle 229).
 - Making waste tire enforcement referrals, as approved or required. See "Inspection Referral."

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. The grantee shall be limited to 15 percent of the total approved Budget, and adhere to the following:

All field-patrolling activities must be documented and supported by completing the CalRecycle Waste Tire Surveillance/Field Patrolling form (CalRecycle 229).

1. Eligible field patrolling activities include:
 - Preparation and planning of field patrol.
 - Follow-up on locations with known illegal waste tire dumping and on illegal dumping complaints and referrals
 - Cleanup of small tire piles with 35 or less tires on public land including disposal fees.
2. The grantee must report field patrolling activities quarterly in the following manner:
 - The Waste Tire Surveillance/Field Patrolling forms shall be submitted electronically to WasteTires@CalRecycle.ca.gov to the attention of their CalRecycle Inspector Liaison.
 - List of violations of illegal waste tire dumpers or unregistered waste tire haulers.
 - Summary of documented fluctuations, increases and decreases, in illegally dumped waste tires, etc.
3. The grantee shall be limited to patrolling the same location once every quarter, 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 ten percent of the total approved Budget, and as described below.

1. The grantee may claim only the cost of an item that is proportionate to its use in the Waste Tire Enforcement Program.
2. The only eligible equipment and quantity/cost of equipment under the grant that is listed in the Budget, or that has been subsequently pre-approved by the Grant Manager. The following are examples of eligible equipment:
 - Personal Protective Equipment: including boots, reflective vests or logo/identifying windbreakers, hard hats/sun hats, gloves, binoculars, face masks, safety glasses.
 - Field equipment: including measuring devices, GPS, camera and accessories, clipboards.
 - Cell phones, mobile Wi-Fi hotspots and cell service.
 - Computers or tablets and related standard accessories.

Indirect Costs

Grantees may charge actual indirect cost rates not to exceed 20 percent of approved direct costs.

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

Please note that where caps are set which limit the percentage any category may comprise within the total grant budget, those percentages are not meant to cap the total amount charged to a payment request. Grantees may expend 100 percent of the capped amount without expending 100 percent of the grant budget.

Grantees must maintain, and shall provide if requested, documentation to support indirect charges and the components thereof, which demonstrates the methodology used to calculate these costs is appropriately applied.

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 TPIDs as authorized and described in the Inspection Priority Work Plan and as described below, unless prior written approval is given by CalRecycle Inspector Liaison and the Grant Manager.

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, 2019.
- Active TPIDs with an outstanding Notice of Violation must be inspected within 15 days of the compliance deadline. Grantees may make referrals to CalRecycle after the first inspection, but must do so within 15 days and as described under "Inspection Referrals".
- The grantee shall inspect tire locations or refer to CalRecycle within 15 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 that the Grantee knows 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 TPIDs listed in the Inspection Priority Work Plan can and will be inspected within the grant period, the Grantee may inspect Active TPIDs not on the Inspection Priority Work Plan any time during the grant cycle 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.
 - A maximum of two re-inspections may be performed per active TPID if a Notice of Violation was documented during the original routine inspection.
 - Only one Observation inspection may be performed, as described below, per active TPID.
 - Only one Educational inspection may be performed per each active, new, never-inspected TPID within the grant cycle.
 - Only the following are eligible inspection activities:
 - On-the-job inspection training for TEA staff.
 - Scheduling and pre-inspection research.
 - Physically inspecting the TPID 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 the potential for a violation.

Note: The Inspection Report must document the circumstances that prompted the inspection, and "Observation" must be marked as the Inspection Type.

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

Note: When the Grantee learns of a new or changed TPID site (physical) address, that information must be submitted to the Waste Tire Hotline (toll-free 1-866-896-0600 or WasteTires@CalRecycle.ca.gov) or to the CalRecycle Inspector Liaison assigned to the Grantee within seven 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:
 - Locations where the TPID does not have a site (physical) address in the Grantee's jurisdiction or at an address that is not listed in WTMS
 - Closed and inactive TPIDs (refers to the TPID's Business Status in the WTMS)

- Small quantity generators (SQG) (refers to the TPID's Business Role identified in the WTMS) (Inspections of SQGs included on your Inspection Priority Work Plan, as well as inspections of SQGs that previously have never been inspected, are considered pre-approved.)
 - Farm/Ranch/Dairy/Ag Sites
 - Permitted Major or Minor Waste Tire Facilities
- 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:
 - Inspection reports shall be filled out completely and correctly and shall contain, at a minimum, the following on all reports:
 - A statement that permission to inspect the facility was requested and obtained with the name and title of the person who granted the inspector permission (including taking photos and making site maps),
 - Waste tire count for the facility including indicating the counting method(s) used (e.g., direct count, volumetric estimation, combination, etc.). If volumetric estimation was used, a description of the tire piles, their location, dimensions, and all volume calculations and conversions to waste tires.
 - Results of the CTL review and any discrepancies noted. Include additional information that 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 filled out to accurately reflect compliance/noncompliance at the TPID in accordance with the inspection report instructions (<http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/FormInstruct.htm#Page2>), the Grantee Toolbox (www.calrecycle.ca.gov/tires/enforcement/Grantee/), and according to training provided by CalRecycle and as follows:
 - 1) The grantee shall conduct a pre-inspection review of hauler records, CTLs, WTMS, authorizations, prior inspections and enforcement actions prior to inspections.
 - 2) Violations shall be cited correctly and consistently, including citing the correct code sections, through the re-inspection process.
 - 3) Violations and corrections to violations shall be noted on the inspection report and supported with written comments and documentation. Documentation may include photographs, description of conditions at the site, information gathered through interviews, and any other documentation which support violations or corrections of violations.
 - 4) Statements or directives the Inspector made to the owner/operator must be noted in the report.
 - 5) TEA inspectors shall verify that the information in WTMS was current and accurate, including Operational Status, authorizations, addresses, owners, operators, contacts information, etc. If discrepancies are noted, the inspector shall submit corrections to the Hauler Hotline or to the CalRecycle Inspector Liaison assigned

to the Grantee within 7 days. Inspectors are also to note these corrections in the inspection reports.

- 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.
- Enforcement Referrals to CalRecycle shall be on a CalRecycle 228 Form. All inspections resulting in the issuance of an NOV may result in a referral to CalRecycle for enforcement action and shall be handled in the following manner:
 - 1) On the First Inspection:
 - The TEA inspector shall advise the TPID owner/operator or representative of the violation(s) and provide them a copy of the CalRecycle Notice of Violation and Citable Offenses Handouts (calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#NOV).
 - 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. This date shall be no more than 30 days following the date of the inspection, except for violations of recordkeeping or manifest requirements contained in 14 CCR 17357 and 14 CCR 18459.2.1 through 18462. In this case, the compliance deadline date shall be no more than 90 days following the date of the inspection to provide adequate time to assess whether corrective action has been taken regarding recordkeeping and manifest issues.
 - If the violation is significant, chronic, or if it is anticipated that the violation will not be corrected, the TEA inspector shall immediately refer the TPID and violation to CalRecycle to allow for an expedited enforcement. See below for more on "Inspection Referrals" to CalRecycle.
 - 2) On the Second Inspection (First Re-inspection):
 - The Grantee shall re-inspect the site within 15 days of the NOV compliance deadline date.
 - The Inspection Report must include 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 either documenting:
 - 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 days following the date of the re-inspection.

- c. Continued violation(s) without significant good faith, and refer the TPID 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 TPID within 15 days following the extended NOV compliance deadline date.
- Continue to cite the same codes being violated and the reasons. Also document violations that were corrected since the last inspection.
- If all violations have not been corrected, including new violations detected during re-inspections, refer the TPID and violation(s) to CalRecycle for further enforcement action by completing/submitting the CalRecycle Referral Form (CalRecycle 228). ([www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Form s.htm#Referral](http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Form%20s.htm#Referral)) to WasteTires@calrecycle.ca.gov. Indicate the referral in the Enforcement Status section of the inspection report.
- The referral shall be made within 15 days following the second 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.
- The grantee may make referrals to CalRecycle after the first inspection.

CalRecycle will provide training and assistance on the above requirements as needed or requested. If an inspection report is determined as inadequate as outlined above, the grantee will be responsible for correcting errors on inspection reports as identified by CalRecycle.

3. Timeframes - Inspections and referral documents shall be submitted in a timely manner, as follows:

- All inspections shall be delivered to the TPID representative or owner/operator and be submitted electronically to CalRecycle within 15 days following the inspection date.
- All NOVs shall be issued with a compliance date 30 days or less.
- For violations of recordkeeping and manifest requirements contained in 14 CCR 17357 and 14 CCR 18459.2.1 through 18462, the compliance deadline date shall be no more than 90 days from the date of the inspection to provide adequate time to assess whether corrective action has been taken regarding recordkeeping and manifest issues.
- The first re-inspections (for NOV) shall be conducted within 15 days following the compliance deadline date.

- The second re-inspections (for NOV), if applicable, shall be conducted within 15 days following the extended compliance deadline date.
 - Outstanding NOVs shall be referred to CalRecycle after the Second Re-inspection or earlier as appropriate.
 - NOV referral packages shall be submitted to CalRecycle within 15 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. Reasonable Expenditures 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 including preparation, on-site time, travel time, and reporting/follow-up. CalRecycle may require a grantee to report time in more detail or develop a more in-depth time task analysis to support reimbursement requests.
 - 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 kept to a minimum by inspecting as many sites in one area at one time as is practical.

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 (PRC) Section 42850(c); (2) enforcing regulations relating to the hauling of waste and used tires, as provided in PRC Section 42963(b); and (3) fulfilling any other enforcement obligations with which it is charged by statute or regulation.

Training

Reimbursement for training is limited to tire enforcement staff and supervisors. In-house training is to be charged under the appropriate category (i.e. inspection training under 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 (percentage or quantity inspections) they are committed to the program.
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.*
 - WTMS Training.*
 - Annual Technical Training Series.*
 - Grant Administration Training
 - Other mandatory trainings as requested by CalRecycle.

*Grantee must send at least one inspector to each of these events.

4. The following are eligible non-mandatory training activities/costs:
 - Meetings, training or conferences as requested by CalRecycle.
 - Coordinating and hosting Round Tables or other 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 classes.
 - 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.
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

The amount budgeted and eligible for reimbursement under Transportation **must be necessary** to perform waste tire activities under the TEA Grant. The total must be less than or equal to ten 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 per diem. All travel costs must be in accordance with the California State Travel policies (<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 and not 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 letter or after June 29, 2019.
- Report Preparation Period costs incurred after September 30, 2019.
- 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 don't 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.
- Preparing and submitting the next cycle's grant application.
- 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 Work Plan and/or Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. The Grant Manager will not approve changes that result in the reduction of the performance of core program functions for inspections, enforcement actions, or mandatory training. The approval document should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

REPORTING REQUIREMENTS

A Mid-Year 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, Grant 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 is 35MB.
5. Click the **Submit** button when the report is complete. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

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, 2019**. This report shall cover grant activities that occurred from the NTP date through **December 31, 2018**.

FINAL REPORT

The **Final Report** is due **September 30, 2019**. This report should cover grant activities from the NTP through **June 29, 2019**. The following items must be included:

- The Grant Number, Grantee's name and Grant Term.
- 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 for only those materials and services specified in the approved grant application.
2. Reimbursement must be requested at least twice during the Grant Term unless pre-approved in writing by the Grant Manager. In conjunction with (or after) submission of the Progress Report and in conjunction with the Final Report.
3. The grantee must submit the required Mid-Term 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 for completed project(s) only.
5. 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.
6. 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.
7. 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, Grant 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 Inspection Personnel Expenditure Summary (CalRecycle 767-B) for reporting inspection related personnel hours.
- C. TEA Personnel Expenditure Summary (CalRecycle 767) for all other TEA related personnel hours.
- D. Expenditure Itemization Summary (CalRecycle 736)
- E. CalRecycle Inspection Priority Work Plan
- F. CalRecycle Waste Tire Surveillance/Field Patrolling Form (CalRecycle 229) for all surveillance & field patrolling activities
- G. Proof of payment for disposal fees related to small cleanups.
- H. Travel Expense Log Form (CalRecycle 246) for hotel, meals, per diem and other expenses, hotel receipts and other receipts for conference fees, tuition, etc.
- I. Mileage logs
- J. Hourly Rate Document Certificate of completion for non-mandatory training.

Cost and Payment Documentation. Proof of payment is required for any equipment expenditures over \$500. 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 should be highlighted and identified with applicable task number on each invoice.
- B. Proof of payment may include:

- copy of cancelled check(s) that shows an endorsement from the banking institution
- invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
- 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
- bank statement(s) along with a copy of the endorsed check or invoice showing the check number
- copy of an electronic funds transfer confirmation
- copy of a credit card statement(s)

All forms listed above can be downloaded from the CalRecycle Grant Forms website (<http://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.
- For each hour worked, a description/listing of the activity/task on which the employee 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.

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.