

# GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 3/14)


GRANT NUMBER TEA24-16-0005	
NAME OF GRANT PROGRAM 2016-17 Local Government Waste Tire Enforcement Grants	
GRANTEE NAME El Dorado County	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT NOT TO EXCEED \$42,983.00
TERM OF GRANT AGREEMENT FROM: June 30, 2017	TO: September 28, 2018

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

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

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE'S NAME (PRINT OR TYPE) El Dorado County	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY	
SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Deputy Director, CalRecycle	DATE
TITLE	DATE
PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Environmental Management 2850 Fairlane Ct Placerville, CA 95667	
<b>CERTIFICATION OF FUNDING</b>	
AMOUNT ENCUMBERED BY THIS AGREEMENT \$42,983.00	FISCAL YEAR / PROGRAM 2016-17 Local Government Waste Tire Enforcement Grants
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE TIRE
CHAPTER 23	STATUTE YEAR 2016
ORG CODE 3970	REFERENCE 101
FUND CODE 0226	FISCAL YEAR 2016-17
ENACTMENT YEAR 2016	
<b>CalSTRS Object of Expenditure:</b>	
TOTAL AMOUNT ENCUMBERED TO DATE \$42,983.00	INDEX 7820
	PCA G3001
	OBJECT 702
<b>FISCAL Comparable Expenditure Information</b>	
REPORTING STRUCTURE 39707820	PROGRAM (PGM-SUB-TSK) 3700000212
	ACCOUNT 5432000
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	
SIGNATURE OF CALRECYCLE BUDGET OFFICE 	T.B.A. No. B.R. No.
DATE 4/4/17	

## **EXHIBIT A TERMS AND CONDITIONS**

### **Local Government Waste Tire Enforcement Grant Program Fiscal Year 2016–17**

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.

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.

## **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.

## **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

- (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

## **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

tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

### **UNION ORGANIZING**

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

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

### **VENUE/CHOICE OF LAW**

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

### **WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE**

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

### **WORK PRODUCTS**

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

### **WORKERS' COMPENSATION/LABOR CODE**

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



## EXHIBIT B PROCEDURES AND REQUIREMENTS

### LOCAL GOVERNMENT WASTE TIRE ENFORCEMENT GRANT PROGRAM 24<sup>th</sup> Cycle – Fiscal Year 2016–17

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

#### INTRODUCTION

The Local Government Waste Tire Enforcement (TEA) Grant Program is administered through the Department of Resources Recycling and Recovery (CalRecycle). 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

<b>NTP Date</b>	<b>Grant Term and Grant Performance Period Begins on date indicated on the Notice to Proceed (NTP)</b>
<b>February 28, 2018</b>	<b>Mid-Year Progress Report Due</b>
<b>June 29, 2018</b>	<b>Grant Performance Period Ends</b>
<b>June 30, 2018 – September 28, 2018</b>	<b>Report Preparation Period</b>
<b>September 28, 2018</b>	<b>Final Report and final Payment Request Due</b>
<b>September 28, 2018</b>	<b>Grant Term End</b>

#### 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.

**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***

#### **Direct Administrative Costs**

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

The following direct 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.

#### **Indirect Costs**

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

- 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.
  - Making waste tire enforcement referrals, as approved or required. See "Inspection Referral."

### **Field Patrolling and Small 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:

1. All field patrolling activities must be documented and supported by filling the CalRecycle Field Patrolling form (CalRecycle 229).
2. 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.
3. The grantee must report field patrolling activities quarterly in the following manner:
  - The Field Patrolling forms shall be submitted electronically to [WasteTires@CalRecycle.ca.gov](mailto:WasteTires@CalRecycle.ca.gov) to the attention of their CalRecycle Inspector Liaison.

- 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 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.
- 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.

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 that is completed correctly. 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](http://calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#NOV)).
      - Document on the Inspection Report in detail:
        - To whom and how the NOV and Citable Offenses handouts were delivered (e.g., in person, by mail or email).
        - Description of all violations noted and specifically what needs to be corrected.
        - Compliance deadline date when all violations must be corrected that shall be no more than 30 days from 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, 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.
      - If the violation is significant, chronic, or if it is anticipated that the violation will not be corrected, the TEA inspector shall

- 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 of the 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 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.

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 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, 2018.
- 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 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 TEA Grant Program.

### **BUDGET CHANGES**

Revision(s) to approved 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, or mandatory training. The approval document shall be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

### **REPORTING REQUIREMENTS**

A Progress Report and a Final Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. All reports must be uploaded in GMS. 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.

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**.

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 (including uploading all the documents listed below).

**Supporting Documentation**

- A. A scanned copy of the **Grant Payment Request form**. Mail only the **original** Grant Payment Request form (CalRecycle 87), with the original signature of the signatory or his/her designee\*, as authorized by grantee’s Resolution, Letter of Designation, or Letter of Commitment to:

Via standard mail:	Via courier/personal delivery:
Department of Resources Recycling and Recovery TEA Grant Program FiRM Branch, 13 <sup>th</sup> Floor P.O. Box 4025 Sacramento, CA 95812-4025	Department of Resources Recycling and Recovery TEA Grant Program FiRM Branch, 13 <sup>th</sup> Floor 1001 I Street Sacramento, CA 95814

\*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.

- A. TEA Inspection Personnel Expenditure Summary (CalRecycle 767-B) for reporting inspection related personnel hours.



## **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 the 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, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



# Application Certification

## Application Information

Applicant: El Dorado County  
 Cycle Name: Local Government Waste Tire Enforcement Grants  
 Cycle Code: TEA24  
 Grant ID: 19584  
 Grant Funds Requested: \$ 42,983.00  
 Matching Funds: - (if applicable)

Application Due Date: 12/8/2016  
 Secondary Due Date: 1/10/2016

## Contacts

Name	Title	Prime	Second	Auth	Cnsit
Paul Harden	Environmental Health Specialist II		X		
Greg Stanton	Division Director	X			
Roger Niello	Interim Director			X	
Amy Velasco	Supervising Environmental Health Special		X		

## Budget

Category Name	Amount
Admin Costs	\$ 13,325.00
Education	-
Enforcement	\$ 5,758.00
Equipment	\$ 2,011.00
Inspections	\$ 18,177.00
Training	\$ 2,961.00
Transportation	\$ 751.00

Documents	Document Title	Received Date
<b>Required</b>		
Application Certification		
Budget	Work Plan and Budget	11/22/2016
Staff Contact Information	Staff Contact Information	11/22/2016
<b>Required By Secondary Due Date</b>		
Resolution - Lead Participant	El Dorado County Board Resolution 090-2013	11/02/2016
<b>Other Supporting Document(s)</b>		
Draft Resolution		
Letter of Designation		

## 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).



# Application Certification

## 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

11/29/16

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

Roger Niello  
Print Name

Community Development Agency Interim Director  
Print Title

**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.**