

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 1/10)

GRANT NUMBER	TEA18-10-8
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NAME OF GRANT PROGRAM	2010/11 Waste Tire Enforcement Grants
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GRANTEE NAME	Santa Barbara County
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TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
	\$162,364.00

TERM OF GRANT AGREEMENT	
FROM: June 30, 2011	TO: September 28, 2012

THIS AGREEMENT is made and entered into on this 14th day of April 2011, by the Department of Resources Recycling and Recovery (CalRecycle) and Santa Barbara County (the "Grantee"). CalRecycle and the Grantee, in mutual consideration of the promises made herein, agree as follows:

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

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

Exhibits A, B, C, and D are attached hereto; the CalRecycle-approved Application and the Application Guidelines and Instructions are incorporated by reference herein and made a part hereof.

CalRecycle agrees to fund work done by the Grantee in accordance with this Agreement up to but not to exceed the Total Grant Amount specified herein.

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

CALRECYCLE		GRANTEE NAME (PRINT OR TYPE)	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE: (AS AUTHORIZED IN RESOLUTION OR LETTER OF DESIGNATION AUTHORIZATION)	
Director, CalRecycle	DATE	TITLE <i>(Authorized representative)</i>	DATE
		GRANTEE ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
\$162,364.00	2010/11 Waste Tire Enforcement Grants		TIRE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$162,364.00	3500-101-0226	712	2010
			FISCAL YEAR
			2010/11
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	7820-G3001-702		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF CALRECYCLE ACCOUNTING OFFICER: <i>Cynthia Myers</i>	DATE	APR 26 2011

EXHIBIT A

TERMS AND CONDITIONS

Waste Tire Enforcement Grant Program Fiscal Year 2010/11 (Cycle 18)

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

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the Department of Resources Recycling and Recovery within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by CalRecycle until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

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

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Executive Director" means the Executive 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 Waste Tire Enforcement Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

1. ACKNOWLEDGEMENTS

The Grantee shall acknowledge CalRecycle's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from the prescribed language on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, CalRecycle adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

2. ADVERTISING/ PUBLIC EDUCATION

The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Department of Resources Recycling and Recovery (CalRecycle). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CalRecycle."

3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, 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;
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- b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
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4. 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.

5. AMERICANS WITH DISABILITIES ACT

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

6. 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.
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7. 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.

[You may find it helpful to share the Terms and Conditions and Procedures and Requirements 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.]

8. 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.

9. AVAILABILITY OF FUNDS

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

10. 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
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to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- 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.
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11. 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 E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.

12. 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 period. 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. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CalRecycle 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CalRecycle 669) on file with CalRecycle is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CalRecycle 669) available at: www.calrecycle.ca.gov/Grants/Forms/CalRecycle669.doc.

13. 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 (Public Contracts Code (PCC) § 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 (PCC § 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.
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If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420).

**14. 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.

**15. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to CalRecycle any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, CalRecycle shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of CalRecycle. The 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 assigning such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of CalRecycle and would serve the public interest, upon written request by the Grantee, CalRecycle may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
 - b. CalRecycle hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting CalRecycle's intellectual property rights therein: "© {year of creation} by the Department of Resources Recycling and Recovery
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(CalRecycle). Used pursuant to license granted by CalRecycle. All rights reserved. This publication, or parts thereof, may not be reproduced without permission.”

16. CORPORATION QUALIFIED DOING 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.

17. 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.

18. DISCRETIONARY TERMINATION

The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

- 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; and,
 - c. Reimburse CalRecycle for any unspent funds.
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19. DISPUTES

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

20. 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 (GC § 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, and (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, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
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21. EFFECTIVENESS OF AGREEMENT

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

22. 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.
23. 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.
24. EXPATRIATE CORPORATIONS	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
25. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	<p>CalRecycle will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <ul style="list-style-type: none"> a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or b. Cleanup of the environment; or c. Enforcement of solid waste statutes and regulations, as applicable. <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <ul style="list-style-type: none"> 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; or b. The cleanup of the environment; or c. The enforcement of solid waste statutes and regulations, as applicable. <p>If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement any grant funds not already paid by CalRecycle, including, but not limited to, the ten percent (10%) withhold.</p>
26. 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.
27. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to CalRecycle any funds improperly expended.
28. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES	The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

**29. GRANT MANAGER'S
AUTHORITY**

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).

**30. 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.

**31. 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 in the performance of this Agreement.

**32. 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.

**33. NATIONAL
LABORRELATIONS
BOARD CERTIFICATION**

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

**34. 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.

35. 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.

**36. NON-DISCRIMINATION
CLAUSE**

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code §§ 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 (Government Code § 12990(a-f)) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

**37. OWNERSHIP OF
DRAWINGS, PLANS,
AND SPECIFICATIONS**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to CalRecycle upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree, that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

38. 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 Grant 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 on the Work Plan or in the Grant 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 Grant 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 Executive 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.
- d. Ten percent (10%) 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 ten percent (10%) 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 your 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 Exhibit B — Procedures and Requirements.

**39. PERSONAL
JURISDICTION**

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American

Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

40. 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).

41. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which 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.
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42. RECYCLED-CONTENT CERTIFICATION

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to CalRecycle on the Recycled Content Certification Form (CalRecycle 74G) available at www.calrecycle.ca.gov/Grants/Forms/CalRecycle074G.doc.

43. RECYCLED-CONTENT PAPER

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

44. RECYCLED-CONTENT PRODUCT PROCUREMENT	In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.calrecycle.ca.gov/BuyRecycled/StateAgency/ . If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.
45. REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
46. REDUCTION OF WASTE TIRES	Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
47. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
48. SELF ASSESSMENT CHECKLIST	The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and CalRecycle in measuring compliance with grant administrative requirements.
49. 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.
50. SITE ACCESS	The Grantee shall allow the State to inspect 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.
51. 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.
52. 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 ten percent (10%) retention policy.
53. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.

54. 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 Executive Director and/or the Board.

55. UNION ORGANIZING

By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 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.
-

56. UNRELIABLE LIST

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to CalRecycle a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none 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(s). See <http://www.calregs.com> to access the referenced regulation. If a contractor is placed on CalRecycle Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

57. VENUE/ CHOICE OF LAW

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

58. WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE

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

59. WORK PRODUCTS

The Grantee must provide CalRecycle with copies of all final products identified in the Work Plan.

60. WORKERS' COMPENSATION/ LABOR CODE

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

EXHIBIT B
PROCEDURES & REQUIREMENTS

Waste Tire Enforcement Grant Program
18th Cycle – FISCAL YEAR (FY) 2010/11

Table of Contents

General Information	2
Introduction.....	2
Prior to Commencing Work.....	Error! Bookmark not defined.
Reliable Contractor Declaration.....	2
Grant Term, Grant Performance Period, and Report Preparation Period	2
Tentative TEA 18 Dates.....	3
Work Plan and/or Budget Changes.....	3
Performance Reports.....	4
Payment Requests and Supporting Documentation.....	4
Personnel Hours	7
Hourly Labor Rate	7
Grant Closeout	8
Termination or Suspension of Grant or Payments.....	9
Grant Related Documents, Retention, Audits, Records Access, and Waiver of Personal Jurisdiction	9
Grantee Contacts and Information	9
Task #1 - Inspections.....	10
Task #2 - Enforcement	13
Task #3 - Outreach	13
Task #4 - Grantee Training	14
Task #5 - Grant Management.....	15
Task #6 - Equipment, Materials and Supplies.....	15
Task #7 - Transportation	16
Task #8 - Small Tire Pile Cleanup.....	17

General Information

Introduction

The Procedures and Requirements (Ps&Rs) are incorporated by reference as Exhibit B to the Grant Agreement for the Fiscal Year (FY) 2010/11 Waste Tire Enforcement Grant Program (Grant). The Ps&Rs describe eligible and ineligible activities and costs, reporting requirements and due dates, payment request processes, and other fiscal and administrative procedures and requirements.

All eligible Grant activities must be in conformance with all applicable sections of the Public Resources Code and Title 14 of the California Code of Regulations, and must be consistent with the Work Plan and Budget, which are incorporated by reference as Exhibits C and D, respectively, to the Grant Agreement for the FY 2010/11 Grant.

Reliable Contractor Declaration

~~A. Grant Documents and Grant Self Assessment Checklist~~

~~Prior to commencing work under TEA 18, Grantees should carefully read the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), and Grant Self Assessment Checklist Form (CalRecycle 641) (<http://www.calrecycle.ca.gov/Grants/Forms/#General>) to understand CalRecycle's expectations regarding proper implementation and administration of the Grant. CalRecycle will evaluate the Grantee's compliance with these requirements throughout the Grant cycle, and as part of any audit of Grant activities and expenditures. To ensure compliance, the Grantee's own finance, budget, and audit organizations should be given a copy of the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B).~~

~~B. Reliable Contractor Declaration~~

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CalRecycle Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none 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(s) and the subcontractor(s), respectively. See www.calregs.com to read the referenced Section of Title 14.

Note: CalRecycle will not reimburse Grantees for services rendered by contractors for which no Reliable Contractor Declaration was submitted prior to commencement of work.

Grant Term, Grant Performance Period, and Report Preparation Period

The Grant Performance Period begins on the date indicated in the Notice to Proceed letter that the Grantee will receive from CalRecycle. Eligible Grant expenditures may start no earlier than the indicated date, which will be no earlier than June 30, 2011. In all cases, all eligible Program costs must be incurred no later than June 29, 2012.

The Grant Term starts on the same date as the Grant Performance Period and ends on September 28, 2012, the date the Final Performance Report and Payment Request are due to CalRecycle. The period between June 30, 2012, and September 28, 2012, is referred to as the Report Preparation Period. ***Costs incurred to prepare the Final Performance Report and Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.***

Tentative TEA 18 Dates

Date	Activity
Date indicated in <i>Notice to Proceed</i> letter from CalRecycle	TEA 18 eligible activities and expenditures may begin. (Date will be no earlier than June 30, 2011.)
March 30, 2012	Mid-Year Performance Report and Payment Request, with supporting documentation, due to CalRecycle.
June 29, 2012	Grant Performance Period Ends - all eligible costs must be incurred by this date. See the following exception.
June 30, 2012 through , September 28, 2012	This period is referred to as the Report Preparation Period. Costs incurred to prepare the Final Performance Report and Final Payment Request with supporting documentation are the only costs that are eligible during this period.
September 28, 2012	Final Performance Report and Final Payment Request with supporting documentation due to CalRecycle. All purchases must be received, and all eligible payments made, before the submission of the Final Performance Report and Final Payment Request. <i>No extensions will be given beyond September 28, 2012.</i>
September 28, 2012	Grant Term Ends.

Work Plan and/or Budget Changes

The Application Work Plan and Budget describe the approved Grant activities and costs and become part of the Grant Agreement. Grantee proposed changes to the Work Plan and Budget must be submitted in writing to the CalRecycle Grant Manager, and the Grantee must receive written approval prior to implementing the change. When requesting a change, Grantees should submit a compelling justification for moving funds or revising the Work Plan.

NOTE: The CalRecycle Grant Manager will not approve changes that result in the reduction of the performance of core program functions for inspections, enforcement, or mandatory training. Additionally, requests that exceed established limitations will not be approved.

Changes may be requested through April 30, 2012, to allow the CalRecycle Grant Manager adequate time to review and respond to the request, and CalRecycle recommends that all requested changes be submitted via e-mail.

Performance Reports

Performance Reports document Grantee activities and accomplishments during the Grant Performance Period and are used to support Payment Requests and evaluate Grantee performance. A minimum of one Mid-Year and one Final Performance Report are required for TEA 18. The Mid-Year Report must include activities and accomplishments from June 30, 2011 through December 31, 2011, and must be submitted no later than March 30, 2012. The Final Performance Report must include activities and accomplishments from January 1, 2012 through June 29, 2012, and must be submitted no later than September 28, 2012.

The following documents must be submitted with the Final Performance Report and are available at <http://www.calrecycle.ca.gov/Grants/Forms/#General>:

- Recycled Content Certification (CalRecycle 74G) - required with the Final Performance Report)
- Grant Self-Assessment Checklist (CalRecycle 641) – required with the Final Performance Report)

Failure to submit the Final Payment Request and Final Performance Report with appropriate documentation by September 28, 2012, 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. No extensions for submitting the Final Payment Request and Final Performance Report will be granted.

Performance Reports must be mailed to the CalRecycle Grant Manager at the address below.

Department of Resources Recycling and Recovery
Financial Resources Management Branch
Post Office Box 4025, MS 9A
Sacramento, CA 95812-4025

Payment Requests and Supporting Documentation

Payment Requests are the means by which Grantees request reimbursement of eligible Grant costs expended during the Grant Performance Period, and supporting documentation is the proof of those expenditures. A minimum of one Mid-Year Payment Request and one Final Payment Request is required for TEA 18. The Mid-Year Payment Request must include costs expended from June 30, 2011, through December 31, 2011, and must be submitted no later than March 30, 2012. The Final Payment Request must include costs expended from January 1, 2012, through June 29, 2012, and must be submitted no later than September 28, 2012. The period between June 30, 2012, and September 28, 2012, is referred to as the Report Preparation Period. Costs incurred to prepare the Final Performance Report and Final Payment Request, and all supporting documents, are the only costs that are eligible for reimbursement during the Report Preparation Period. Failure to submit the Final Payment Request and Final Performance Report with appropriate documentation by September 28, 2012, 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 amounts claimed in a Payment Request must be actual eligible costs that are adequately supported with appropriate, accurate and complete documentation that is detailed, summarized, and totaled by task and type. Additionally, the amounts claimed may not exceed the Budget amount per task approved by CalRecycle.

The Grantee must submit a Grant Payment Request with an original signature (preferably in blue ink) of the individual authorized in the Resolution, or his/her designee. Grantees must use the current version of the Payment Request Form (CalRecycle 87 (Rev. 1/10) available on CalRecycle's web page <http://www.calrecycle.ca.gov/Grants/Forms/>. Copies, faxes, or e-mailed versions of the form will not be processed for payment. The Grantee must submit the following documents with the Payment Request Form:

- Performance Report (to be distributed by the CalRecycle Grant Manager under separate cover.)
- Personnel Expenditure Summary form (CalRecycle 165) (<http://www.calrecycle.ca.gov/Grants/Forms/#General>)
- Expenditure Itemization Summary (to be distributed by the CalRecycle Grant Manager under separate cover.)
- Certification signed by the Grantee's chief financial officer, or equivalent official.
- If Board of Supervisors or City Council approved labor rates are claimed, Grantees must submit:
 - A copy of the governing body resolution approving the hourly rate used.
 - A copy of the fee and/or rate schedule submitted to the governing body showing the hourly rate used. (Grantees only need to submit the cover page(s) of the schedule and the page that shows the hourly rate used, with the rate circled. Grantees do not have to submit the entire schedule if it contains fees and rates for other groups within their organization.)
- If a separate labor rate is calculated for each employee that includes actual salary, wages, shift differentials, fringe benefits, and indirect/overhead costs, Grantees must submit a spreadsheet which shows each employee's name, job classification, and hourly rate.
- The CalRecycle Waste Tire Surveillance Form (CalRecycle 229) for all surveillance activities supported by the Grant can be found at <http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm> .
- Invoices with accompanying receipts, cancelled checks or other proof of payment containing: vendor name, phone number and/or address; purchase amount and date; and, a description of the goods, services and/or materials purchased (if the Grantee only claimed a portion of an invoice, the amount billed to the Grant should be highlighted).
 - For Task #4: If attending an event with multiple subjects of which only part are related/beneficial to waste tire enforcement, only the waste tire enforcement-related portion of the class fee, divided proportionally, may be charged to this Grant.
 - ~~For Task #8, eligible vendor costs may include:~~
 - ~~• the cost of disposing of waste tires at a CalRecycle permitted, excluded or exempted waste tire storage facility or disposal site;~~
 - ~~• the reasonable cost of fencing, gates, signs and other methods to safely secure the location where illegal dumping of waste tires has occurred; and,~~
 - ~~• the cost of equipment and tools purchased, rented and consumed during the cleanup process.~~
- Employee's approved travel expense claim for hotel, meals, per diem and other expenses, hotel receipts and other receipts for conference fees, tuition, etc.

- Mileage logs, lease payment documents, and support of interdepartmental vehicle use costs.
- ~~Tire Pickup Logs, Task #8 Cleanups template, and copy of waste tire manifest forms for the pick-up and disposal of waste tires.~~
 - ~~More information about tire manifests can be found at www.calrecycle.ca.gov/tires/manifest/default.htm. Reimbursement for Task 8 costs will not be made if these forms are incomplete, incorrect or missing.~~
- Copies of outreach materials created and/or published, samples of each promotional item, and photographs of signs/displays paid for with TEA 18 funds.
 - Outreach materials include brochures, presentations, promotional items, etc. Promotional items must be trinkets of nominal value. (Clothing items such as hats, shirts, etc., are not allowable promotional items.) For large items such as billboards, displays, signs, etc., Grantees must submit a photograph of the item with the Payment Request.

NOTE: All Grantee-proposed alternative forms must contain the same level of detail as shown in the CalRecycle form and must be pre-approved in writing by the CalRecycle Grant Manager. Submit any proposed alternative forms for review and approval by the CalRecycle Grant Manager. Grantees must receive the CalRecycle Grant Manager's written pre-approval before using their proposed alternative forms. Grantees may propose alternatives for the following forms:

- Surveillance form (CalRecycle 229)
- ~~Tire Pickup Log~~
- ~~Task #8 Cleanup template~~

The Waste Tire Enforcement Grant Program has been exempted from the requirement to submit a *General Checklist of Permits, Licenses, and Filings* (CalRecycle 669) with the Payment Requests.

Payment Requests must be mailed to the CalRecycle Grant Manager:

Department of Resources Recycling and Recovery
 Financial Resources Management Branch
 Post Office Box 4025, MS 9A
 Sacramento, CA 95812

Payments will be approved when the CalRecycle Grant Manager determines that the request is accurate, complete, eligible, and accompanied by all required documentation. All costs and activities claimed for reimbursement must be approved in the Grantee's Work Plan and Budget. Payment will only be made to the Grantee and the Grantee is responsible for paying all employees, vendors, service providers, contractors and subcontractors, etc.

All payments for this Grant are made on a reimbursement basis. The Grantee must have paid out the funds before submitting a Payment Request for reimbursement of actual expenditures, and proof of payment must be submitted with the Payment Request. Encumbrances, invoices, purchase orders, etc., are not eligible for reimbursement until the Grantee has actually paid the funds to the employee, vendor, etc.

A 10% withhold, or retention, will be deducted from all Payment Requests and will be released when the CalRecycle Grant Manager has determined that all Grant terms, conditions, procedures and requirements have been satisfactorily completed. Other documents that Grantees may need to submit with the Payment Request are also available on the web.

Grantees should keep additional detailed supporting documentation in their records in case of an audit, but do not need to submit those documents with the Payment Request form. For example if a separate labor rate is calculated for each employee that includes actual salary, wages, shift differentials, fringe benefits, and indirect/overhead costs, Grantees must retain the documents that support the components of each employee's hourly rate.

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 following:

- 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 they were working on.
 - For Grantees claiming actual hours for Tire Program Identifications (TPIDs) inspected with a waste tire count of 500 or more, the timekeeping documentation must also show the hours per day for each of the TPIDs with a waste tire count of 500 or more.

A sample Personnel Expenditure Summary (CalRecycle 165) can be found at <http://www.calrecycle.ca.gov/Grants/Forms>. The Grantee may use its own personnel expenditure system as long as the system includes the preceding items at a minimum, and summarizes personnel costs by task. Grantees should contact the CalRecycle Grant Manager if they have any questions about the adequacy of their own personnel expenditure system.

Supervision of staff conducting eligible activities constitutes a direct Grant cost; therefore, Grantees may claim under each task direct supervision time and costs related to that task, as long as the supervision time and costs have not been included as a component of a Board or Council approved rate, or an indirect, overhead or administrative rate.

Hourly Labor Rate

Grantees must choose one of the following options to determine how they charge the grant for their employees' time spent on the TEA 18 Grant:

1. Many Grantees have a fee or rate schedule that is approved by their Board of Supervisors or City Council. Grantees may use the Board or Council approved hourly rate to calculate the value of employee time spent on eligible Grant activities.

A Board or Council approved rate usually includes a large variety of components, including items such as: indirect, administrative and overhead costs; travel, transportation and training; and, equipment, supplies and materials. Grantees may only

claim those costs directly against the Grant if they can show those costs were not included as a component of the Board or Council approved rate, and if the Grantee's chief financial officer (or equivalent) signs the previously mentioned certification.

2. Grantees that do not have a Board or Council approved rate, or who choose not to use that rate, may calculate an hourly rate for each employee that includes actual salary, wages, shift differentials, fringe benefits, and indirect/overhead costs. Fringe benefits include, but are not limited to, the costs of leave earned (such as vacation, sick leave, holidays), and the actual cost of employee insurance, retirements and pensions, unemployment and disability benefit plans, etc. Most local governments already have an indirect cost rate that is prepared annually by their accounting, finance or budget office. Grantees should use that indirect cost rate as a component of the hourly rate calculated for each employee.

An indirect, administrative or overhead rate usually includes a large variety of components, including items such as: supervisor costs; travel, transportation and training; and, equipment, supplies and materials. Grantees may only claim such costs directly against the Grant if they can show that these costs were not included as a component of the indirect, administrative or overhead rate, and if the Grantee's chief financial officer (or equivalent) signs the previously mentioned certification.

There is no indirect cost rate standard that every organization must follow. Each Grantee should follow its own organization's methodology for applying and including indirect costs as part of the employee's hourly rate. Grantees should contact their own accounting, budget or finance office to ascertain what their jurisdiction's indirect cost rate is.

Under either option, Grantees must maintain, and provide if requested, documentation to support rates used, the components thereof, and demonstrate how it was calculated. The documentation must provide a clear trail from the actual and projected costs and components, through the rate determination process and methodology, to the rate used. For Grantees that do not use a Board or Council approved rate, the Grantee must demonstrate that the rate and supporting methodology has been approved by the Grantee's chief financial officer, or equivalent, and was the rate in effect and used during TEA 18.

Grant Closeout

The Grantee initiates the closeout process when the Final Performance Report, Final Payment Request, and other required supporting and closeout documents are submitted to the CalRecycle Grant Manager. All purchases must be received, and all eligible payments made, before the submission of the Final Performance Report and Final Payment Request. The CalRecycle Grant Manager will review all Final documents for compliance with the requirements of all Grant Terms and Conditions, Procedures and Requirements, Work Plan and Budget. The Grant is considered closed when the Grantee receives its final payment.

Failure to submit the Final Payment Request and Final Performance Report with appropriate documentation by September 28, 2012 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.

Termination or Suspension of Grant or Payments

Failure to comply with any part of the Grant Agreement, or interfering with CalRecycle enforcement actions, may result in the termination of the Agreement or suspension of any outstanding Grant Payment Requests.

Grant Related Documents, Retention, Audits, Records Access, and Waiver of Personal Jurisdiction

All Grant-related documents submitted to CalRecycle become the property of CalRecycle and are subject to disclosure under the Public Records Act. Do not submit confidential information with the Application, Performance Reports, Payment Requests, or any other Grant document.

Grantee records and supporting documentation pertaining to the performance of this Grant are subject to audit and must be maintained for a minimum of three (3) years after final payment date or Grant term end date, whichever is later. A longer period of record 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 ledgers; mileage logs; payroll registers and entries; time sheets; personnel expenditure summary forms; travel expense logs; paid warrants; contracts and change orders; samples of items and materials developed with Grant funds; and, invoices and/or cancelled checks. Refer to the Terms and Conditions (Exhibit A) for more information about this item.

All Grantees are required to comply with the following provisions:

1. **Audit/Records Access.** The Grantee agrees that CalRecycle, 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 Grant Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or the end of the Grant term, 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 Grant Agreement.
2. **Waiver of Personal Jurisdiction.** Should CalRecycle seek reimbursement of costs paid to a Grantee as a result of an audit finding, the Grantee hereby waives any jurisdictional defenses and expressly waives tribal sovereign immunity as a defense to any action in any court of the State of California for the recovery of such funds.

Grantee Contacts and Information

All Grantee contact person updates regarding names, addresses, phone numbers, e-mail addresses, etc., should be sent to the CalRecycle Grant Manager.

Task #1 - Inspections

Introduction

Inspections are a core component of the Grant and should be the area in which the Grantee spends most of its time and money. Grantees should identify and inspect tire operations for compliance with waste tire permitting, hauling, storage and disposal laws and regulations.

Inspections on Federal, State and Tribal Owned land

Grantees may perform inspections on land owned by the federal or state government; however, inspections may not be performed on land owned by tribal governments.

Inspection Priorities

CalRecycle has established the order in which inspections should be performed. Grantees must perform inspections in accordance with the following order of priorities:

1. Inspect unpermitted and/or illegal waste tire piles, and other waste tire violations, that pose an immediate risk or threat to public health and safety, and the environment.
2. Inspect waste tire locations, operations, and issues in response to requests or complaints received from the general public, and from business and government representatives from within the Grantee's own jurisdiction.
3. Inspect waste tire locations, operations and issues as requested by the CalRecycle.
4. Reinspect TPIDs within 30 days of the compliance deadline when a Notice of Violation is issued and documented on an inspection report.
5. Inspect active* permitted major and minor waste tire facilities.
6. Inspect active* TPIDs that have never been inspected.
7. Inspect all other active* TPIDs that accept, generate or store more than 500 waste tires.
8. Inspect all other active* TPIDs that accept, generate or store 500 or fewer tires.

Closed and inactive* facilities should only be inspected if a referral, complaint, or other urgent information has come to the Grantee's attention.* Grantees must note on the Inspection Report the information they received which necessitated the inspection of a closed* or inactive* facility.

*Active, inactive, and closed refers to the TPID's Business Status per the Waste Tire Management System (WTMS).

Inspection Location

In general, inspections should be performed at the site address shown in WTMS. If WTMS shows both site and mailing address for the TPID, and the addresses are in separate jurisdictions, Grantees may only perform inspections of the TPID if the site address is in their jurisdiction, for Collaborative Jurisdictions, within the scope of their Grant Agreements.

If there is no site address listed in WTMS, and if the mailing address is in the Grantee's jurisdiction, the Grantee should contact the TPID representative to determine if the mailing

address is also the site address. If the mailing address is also the site address, and the mailing/site address is in the Grantee's jurisdiction or within the scope of the Grant Agreement, the Grantee may perform an inspection of that TPID. If there is a separate site address, the Grantee may only perform an inspection at the site address if it is in the Grantee's jurisdiction or within the scope of the Grant Agreement. In all cases, when the Grantee learns of the TPID's site address, that information should be passed along to the Hauler Hotline or to the CalRecycle inspector assigned to the Grantee.

Inspection Frequencies

Inspection frequencies are as follows.

- A maximum of one routine inspection is allowed per TPID during TEA 18.
- A maximum of two re-inspections may be performed per TPID during TEA 18 if a Notice of Violation was documented during the previous inspection.
- Referral inspections may be performed as needed if a referral, complaint, or other urgent information comes to the Grantee's attention about a possible waste tire violation. If an inspection is performed for any of those reasons, Grantees must note on the Inspection Report the information they received which necessitated the inspection, and must mark "Referral" as the Inspection Type on the Survey Form, CIWMB 181.
- A maximum of one observation inspection may be performed per TPID during TEA 18, and is allowed under limited circumstances. To qualify as an Observation inspection, the Grantee must already be in the field and be prompted by an observation to perform a spontaneous inspection. If an Observation inspection is performed, Grantees must note on the Inspection Report the observation that prompted the spontaneous inspection, and must mark "Observation" as the Inspection Type on the Survey Form, CIWMB 181. An observation that prompts a spontaneous inspection is generally something that appears to be in violation of applicable waste tire laws and regulations.

Additional inspections may be performed if pre-approved in writing by the CalRecycle Grant Manager.

Inspection Reports

An Inspection Report documents what the Inspector observed during a field inspection of the TPID's site address, including statements made by the owners/operators of the site, as well as any statements or directives the Inspector made to the owner/operator. The Report should also include comments as to whether or not previous Areas of Concern or Notices of Violation have been resolved.

An Inspection Report may include more than one piece of paper. It must include a Survey Form (CIWMB 181), and may include an Inspection Form (CIWMB 182), Comments Form (CIWMB 183), and any other appropriate attachments such as photographs. These forms must be ordered from CalRecycle; however, examples can be viewed at <http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#Sample>. All inspections should be thoroughly documented so that the Report provides complete and accurate information in case future enforcement actions are taken. An Inspection Report should be able to stand on its own without any explanations or additional information.

Some businesses have more than one role under its TPID. All business roles under one TPID must be inspected during the same field/site inspection and must be documented on one Inspection Report. Separate reports are only allowed for separate TPIDs, not separate roles under one TPID.

If the Report documents a change of the TPID's Operational Status, the Inspector must document on the report the observation or information that led to the conclusion that the Operational Status should change. Definitions of Operational Status are found on the back of the Survey Form (CIWMB 181).

Inspection Reports may only be completed when the Inspector performs an inspection at the TPID's site address.

Notices of Violation (NOV)

If a violation is identified during an inspection:

- Advise the tire business representative of the violation(s), issue the CalRecycle-provided Notice of Violation (NOV) and informational sheets found at <http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#NOV>, and indicate on the Report what the tire business must do by date certain (compliance deadline date) to comply. The compliance deadline date must be written on the inspection report.
- Reinspect the tire business within 30 days of the NOV compliance deadline date.
 - If the violation is corrected after the first or second reinspection, additional inspections are allowed during TEA 18 only if a request, complaint or referral is received about the TPID.
 - If a violation is not corrected at the time of the first re-inspection, but a good faith effort has been made, the Grantee may extend the compliance deadline date once. The extension must be written on the inspection form at the time of re-inspection.
 - If the violation is not corrected by the second re-inspection, the Grantee **must** refer the tire business and uncorrected violation(s) to CalRecycle for further enforcement action. The referral must be noted on the inspection form, and the Grantee must complete and submit the CalRecycle Referral Form (CalRecycle 228) found at <http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#Referral>. (Note that this form has been recently revised.) The referral should be made within 30 days of the last re-inspection and must include evidence collected, including inspection reports and photographs.

NOTE: While up to two reinspections are allowed, Grantees are not required to perform two reinspections before referring the tire business to CalRecycle. Grantees may make referrals to CalRecycle after the first inspection or after the first reinspection, based upon the Grantee's judgment of the severity of the non-compliance issue and the responsiveness of the tire business.

Maximum Hours Allowed per Inspection

When Grantees prepare and submit their Payment Request for reimbursement of actual inspection costs, the maximum hours allowed per inspection depends on the Grantee's record keeping system.

If the Grantee has a record keeping system that separately accumulates inspection hours for each TPID inspected with a waste tire count of 500 or more, the Grantee may claim the actual number of hours spent on:

- each TPID inspected with a waste tire count of 500 or more; and,
- all inspections with a waste tire count of 499 or fewer, as long as the average actual hours per inspection is 4 hours or less.

For Grantees that do not have the ability or desire to separately accumulate inspection hours for each TPID inspected with a waste tire count of 500 or more, the Grantee may claim the actual number of hours spent on all inspections as long as the average actual hours per inspection is 4 hours or less.

NOTE: Time in and out on the Inspection report does not limit reimbursable hours to that period of time. Also, inspection preparation and report writing tasks may be performed on days other than the date of the inspection.

Task #2 - Enforcement

Introduction

Enforcement includes the steps beyond inspections that a Grantee takes to identify and bring into compliance those that illegally haul, store and dispose of waste tires. Priority should be given to those situations that pose the greatest risk to public health and safety, and the environment.

Maximum Allowed Enforcement Costs

When Grantees prepare and submit their Payment Requests for reimbursement of actual enforcement costs, the amount requested under Task #2 must be less than or equal to 75% of the actual approved and eligible costs reimbursed under Task #1. CalRecycle staff do not have the authority to approve costs in excess of the 75% limitation.

Task #3 - Outreach

Introduction

Outreach takes many forms and includes the Grantee's efforts to inform tire businesses and the general public of waste tire hauling, storage, permitting, and disposal laws and regulations.

Outreach Materials

Outreach materials include brochures, presentations, promotional items, etc. The final draft or mock-up of these items must be pre-approved, in writing, by the CalRecycle Grant Manager before the item goes to the printer or supplier, or is presented to tire businesses

and/or the general public. If a presentation or other items were approved by CalRecycle in a prior Grant cycle, they must be re-approved in writing by the CalRecycle Grant Manager during the TEA 18 cycle. The reason for the re-approval is to ensure that the items still comply with current laws and regulations.

Additional requirements are found in the following sections of the Terms & Conditions for this Grant:

- Acknowledgements
- Advertising/Public Education
- Competitive Bidding
- Copyrights and Trademarks
- Work Products

Promotional items must be trinkets of nominal value. (Clothing items such as hats, shirts, etc., are not allowable promotional items.) Promotional items must include information related to waste tire storage, hauling or disposal, and should include information such as local telephone numbers for learning more about waste tire laws and regulations, or for reporting illegal waste tire dumping.

Grantees may continue to distribute brochures and promotional items that were purchased under previous Grant cycles as long the information is still accurate. Failure to obtain the CalRecycle Grant Manager's written pre-approval for outreach materials purchased under TEA 18 may result in those activities and costs being ineligible for reimbursement; any such costs may be deducted from the Grantee's Payment Request.

Task #4 - Grantee Training

Introduction

Grantee Training is generally training that the Grantee's tire enforcement staff attend. Limited Grantee-provided training may be allowed under this task.

All training must be directly related or beneficial to the enforcement of waste tire hauling, storage, permitting and disposal, and must be pre-approved by CalRecycle's Grant Manager. Training related to tire reuse, recycling, landfills, solid waste, state minimum standards, etc., are generally not eligible under this task. Additionally, classes related to obtaining or maintaining Peace Officer or Public Officer status, or weapons qualifications, are not eligible under this task.

When multiple sessions of a training event are scheduled, Grantees should attend the session closest to their location. Exceptions for attending classes that are not the closest will be considered but must be supported by a compelling justification, and must be pre-approved in writing by the CalRecycle Grant Manager. If attending an event with multiple subjects of which only part are related/beneficial to waste tire enforcement, the portion of the class fee charged to the TEA 18 Grant must be proportionally-related to the proportion of the class time devoted to waste tire enforcement.

Task #5 - Grant Management

Introduction

Grant Management is the work the Grantee performs to manage the Grant as a whole. This task was previously entitled Report Writing.

Task #6 - Equipment, Materials and Supplies

Introduction

Equipment, materials and supplies are needed to perform eligible waste tire enforcement activities and to maintain the health and safety of staff performing those activities. In general, all equipment, materials and supplies necessary to perform eligible waste tire enforcement activities are eligible.

Office related items may also be eligible, such as: file cabinets; postage; printer, toner, paper and ink cartridges; copier, toner and paper; document scanner; supplies such as paper, pens/pencils, paperclips; and, computer, accessories, standard software and licensing.

The CalRecycle Grant Manager must pre-approve the purchase of all items and will consider items the Grantee purchased in prior Grant cycles. Failure to obtain the CalRecycle Grant Manager's written pre-approval may result in those items and costs being deducted from the Grantee's Payment Request. Additionally, Grantees may be allowed to claim only a proportion of the cost of an item based upon the percentage of time it is used for waste tire enforcement activities.

For items with a purchase price of \$100 or more, Grantees may be required to provide a compelling justification to purchase the item, including an explanation as to why a less expensive item is inadequate, or why previously purchased items are inadequate. Items such as tazers, police type scanners and radios, mobile command posts, and other law enforcement type items are ineligible under the TEA Grant.

Maximum Allowed Equipment, Materials and Supplies Costs

When Grantees prepare and submit their Payment Requests for reimbursement of actual equipment, materials and supplies costs, the amount requested under Task #6 must be less than or equal to 10% of the approved expenditures for all tasks.

Task #7 - Transportation

Introduction

Transportation is necessary for Grantees to perform eligible activities.

Eligible Items

In general, transportation necessary to performing waste tire enforcement activities is eligible. Eligible items include ~~purchasing or leasing a vehicle, as well as using a Grantee-owned or personal vehicle.~~

Additional items may be eligible; however, they must be pre-approved, in writing, by the CalRecycle Grant Manager before the Grantee orders or purchases the item.

~~Vehicle Purchase and Lease~~

~~Purchases of new and used vehicles, or leasing of vehicles, are eligible as long as they are in accordance with the following:~~

- ~~• The Grantee has successfully performed under the Grant during TEA 15 and 16.~~
- ~~• All vehicle purchases and leases must be included in the TEA 18 Application Work Plan and Budget and must be pre-approved in writing by the CalRecycle Grant Manager before the vehicle is purchased or leased.~~
- ~~• Grantees that purchase vehicles, in whole or in part with Grant funds, must provide CalRecycle with a purchase money security interest in the vehicle for a 5-year term. Grantees that lease vehicles, in whole or in part with Grant funds, must provide CalRecycle with a security interest that is secured by the Grant. As part of the vehicle lease security agreement, Grantees will be required to agree that if at any time during the 5-year term of the security agreement, the vehicle is not predominantly used for Grant-funded activities, the Grantee will return to CalRecycle all Grant funds expended during the Grant term(s) in which the vehicle is not used predominantly for Grant-funded activities.~~
- ~~• Grantees must include CalRecycle as a lien holder on the vehicle title from the date of purchase. CalRecycle will release the lien when the security interest expires, or 5 years after the execution of the Security Agreement.~~
- ~~• All vehicles purchased or leased with Grant funds must be used predominantly for Grant-funded activities.~~
- ~~• Grantees are strongly encouraged to follow the State of California's Vehicle Purchase and Lease policy for vehicles purchased by state agencies. The policy is contained in Management Memo Number MM06-03 and can be found at http://www.documents.dgs.ca.gov/esp/sam/memos/mm06_03.pdf. Grantees interested in purchasing a vehicle through the State of California's Department of General Services should contact the Office of Procurement at: <http://www.pd.dgs.ca.gov/contracts/vehicles.htm>. The Department of General Services charges a service charge of 1% of the vehicle cost.~~

- ~~- For Grantees that purchased a new vehicle under a previous Grant cycle, a vehicle purchase under TEA 18 will be approved if:
 - the previously purchased vehicle is no longer in the possession of the Grantee; and,
 - at least 100,000 miles of the previously purchased vehicle were documented and claimed against the Grant; and,
 - the purchase amount for a vehicle purchased under TEA 18 is reduced by the value of the previously purchased vehicle when title was transferred to a person or group that is not the Grantee.
 - For Grantees that purchased a used vehicle under a previous Grant cycle, a vehicle purchase under TEA 18 will be approved if:
 - the previously purchased vehicle is no longer in the possession of the Grantee; and,
 - at least 75,000 miles of the previously purchased vehicle were documented and claimed against the Grant; and,
 - the purchase amount for a vehicle purchased under TEA 18 is reduced by the value of the previously purchased vehicle when title was transferred to a person or group that is not the Grantee.~~

Maximum Allowed Transportation Costs

When Grantees prepare and submit their Payment Request for reimbursement of actual transportation costs, the amount requested under Task #7 must be less than or equal to 10% of the approved expenditures for all tasks, up to a maximum of \$25,000.

Grantees have the option of claiming vehicle usage costs based upon actual mileage at the lesser of the Grantee or state mileage rate, or to claim actual costs in lieu of a mileage rate. Under either option, the Grantee must submit mileage usage logs to show the actual mileage driven to perform eligible TEA 18 activities. Additionally, if the Grantee claims actual costs in lieu of a mileage rate, the average actual cost per mile must be no more than the state's standard mileage rate.

~~Task #8 - Small Tire Pile Cleanup~~

~~Introduction~~

~~Small tire pile cleanups are cleanups of piles with a total of 499 or fewer waste tires from public rights-of-way and private property where no responsible party can be determined or found.~~

~~The Grantee must use its best judgment in selecting sites for cleanup. Where possible, investigation of the source of the waste tire piles should be conducted, and those responsible should be directed to clean up the piles in accordance with applicable laws and regulations. Additionally, appropriate enforcement action should be considered against those who dumped the waste tires. (The investigation of and enforcement against those who illegally dump waste tires is only eligible under Task #2.)~~

~~Waste tires dumped on private property by the property owner(s) or those associated with the property owner, waste tires placed on public rights-of-way by businesses, and cleanups on land owned by federal, state or tribal governments, are not eligible for cleanup under this~~

~~task. Additionally, cleanups may not be performed on land owned by jurisdictions that are not Collaborative Jurisdictions of the Grantee, and Grantees may not solicit or encourage businesses to place tires in the public right-of-way.~~

~~Public Right-of-Way Cleanups~~

~~Public rights-of-way include roads, parks, parking lots, alleys, waterways, and any number of other types of public properties for which the Grantee, or a Collaborative Jurisdiction, has actual or delegated responsibility.~~

~~To comply with the CalRecycle waste tire manifest requirements, Grantees who pick up illegally dumped tires from public rights-of-way must obtain a TPID specifically for that activity to be used as the generator TPID. Additionally, a Tire Pickup Log must document the date and location of each tire picked up, the number of waste tires picked up at each location, and the location to which the tires were taken. Grantees do not have to obtain a separate TPID for each public right-of-way location from where illegally dumped waste tires are removed.~~

~~An example of the Tire Pickup Log is available from the CalRecycle Grant Manager. CalRecycle strongly encourages Grantees to review the Tire Pickup Log for areas of repeated illegal dumping, and to monitor those areas to determine if surveillance or other investigation needs to occur.~~

~~Waste Tire Hauling and Disposal~~

~~Waste tires cleaned up under this task must be hauled by a waste tire hauler who is currently registered or exempted by CalRecycle, and disposed of at an end use facility that is permitted, excluded or exempted by CalRecycle to accept waste tires. All tires cleaned up under this task must be properly manifested.~~

~~CalRecycle will not reimburse Grantees for services rendered by haulers or end use facilities without a current TPID, or non-exempt haulers without a current registration. Additionally, if the Grantee fails to meet the preceding requirements or fails to submit a signed and completed Reliable Contractor Declaration(s) (CalRecycle 168), CalRecycle may deny payment to the Grantee.~~

~~In the event that CalRecycle notifies the Grantee that a previously approved waste tire hauler and/or end use or disposal facility is subsequently in violation of one or more of the above conditions, CalRecycle will not reimburse the Grantee for these costs if the costs were incurred after the Grantee was notified.~~

~~More information may be found on CalRecycle's web sites:~~

- ~~• TPID numbers www.calrecycle.ca.gov/tires/TPID/.~~
- ~~• Haulers and registration <http://www.calrecycle.ca.gov/Tires/Haulers/> and <http://www.calrecycle.ca.gov/Laws/Statutes> [Specifically Public Resources Code Section 42951(a) which requires that every person who engages in the transportation of waste or used tires shall hold a valid waste and used tire hauler registration, unless exempt as specified in Public Resources Code Section 42954.]~~
- ~~• Title 14, California Code of Regulations, Division 7, Chapter 1, Sections 17050-17062 www.calregs.com.~~

~~Maximum Allowed Cleanup Costs~~

~~When Grantees prepare and submit their Payment Request for reimbursement of actual enforcement costs, the amount requested under Task #8 must be accordance with these limitations:~~

- ~~• A maximum of \$4,990 may be claimed for any one site*;~~
- ~~• A maximum of 499 tires may be claimed for any one site*;~~
- ~~• The average cleanup cost per tire per site must be \$10 or less;~~
- ~~• A maximum of \$25,000 or 10% of the total Grant Award, whichever is greater, may be claimed in total.~~

~~*as previously stated, multiple claims may be submitted for tires removed from the Grantee's staging area.~~

Work Plan (Exhibit C)
Waste Tire Enforcement Grant Program - 18th Cycle, FY 2010/11

General

All work performed must comply with the TEA 18 Grant Agreement, including but not limited to the Terms and Conditions, Procedures and Requirements, Application as submitted by the Grantee and approved by CalRecycle, Application Guidelines and Instructions, Budget and Work Plan.

All Work Plan change requests must be submitted in writing to the CalRecycle Grant Manager and may only be implemented after a written approval is received from the CalRecycle Grant Manager.

When Payment Requests are submitted, no claim may be made for the direct cost of any item or component that is included in any other rate, such as a Board of Supervisors or City Council labor rate, or an administrative, overhead, or indirect cost rate. Additionally, employee hours will be valued at the labor rate in affect at the time the work was performed.

Task #1 - Inspections

Only Task #1 eligible activities described in the TEA 18 Procedures and Requirements, and Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.

Estimated number of inspections to be performed during TEA 18 is **167**.

When a Payment Request is submitted, only labor costs will be claimed under Task #1.

Inspections will be performed in accordance with the following priorities:

1. Inspect unpermitted and/or illegal waste tire piles, and other waste tire violations, that pose an immediate risk or threat to public health and safety, and the environment.
2. Inspect waste tire locations, operations, and issues in response to requests or complaints received from the general public, and from business and government representatives from within the Applicant/Managing Entity's own jurisdiction.
3. Inspect waste tire locations, operations and issues as requested by CalRecycle.
4. Reinspect Tire Program Identification Numbers (TPIDs) within 30 days of the compliance deadline when a Notice of Violation is issued and documented on an inspection report.
5. Inspect active* permitted major and minor waste tire facilities.
6. Inspect active* TPIDs that have never been inspected.
7. Inspect all other active* TPIDs that accept, generate or store more than 500 waste tires.
8. Inspect all other active* TPIDs that accept, generate or store 500 or fewer tires.

Closed* and inactive* TPIDs will only be inspected if a referral, complaint, or request is received, or if inappropriate or illegal activities are suspected or observed.

*Active, inactive and closed refers to the TPID's Operational Status per CalRecycle's Waste Tire Management System (WTMS).

GRANT APPLICATION FORM

CalRecycle 243-TEA (Rev.12/10)

Inspections will be performed in accordance with the following:

- A maximum of one routine inspection will be performed per TPID during TEA 18.
- A maximum of two re-inspections will be performed per TPID during TEA 18 if a Notice of Violation was documented during the previous inspection.
- Referral inspections will be performed as needed if a referral, complaint, or other urgent information about a possible waste tire violation is received. If an inspection is performed for any of those reasons, the information received which necessitated the inspection will be noted on the Inspection Report, and "Referral" will be marked as the Inspection Type on the Survey Form, CIWMB 181.
- A maximum of one observation inspection will be performed per TPID during TEA 18, and is allowed under limited circumstances. If an Observation inspection is performed, the observation that prompted the spontaneous inspection will be noted on the Inspection Report, and "Observation" will be marked as the Inspection Type on the Survey Form, CIWMB 181. It is understood that to qualify as an Observation inspection, the Inspector must already be in the field and be prompted by an observation to perform a spontaneous inspection, and that the observation must generally be something that appears to be in violation of applicable waste tire laws and regulations.

Additional inspections beyond the previously listed allowances will only be performed if pre-approved in writing by the CalRecycle Grant Manager.

Task #2 - Enforcement

Only Task #2 eligible activities described in the TEA 18 Procedures and Requirements, and Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.

When a Payment Request is submitted, only labor costs will be claimed under Task #2. Additional costs may only be claimed if pre-approved in writing by the CalRecycle Grant Manager for TEA 18. Total costs claimed under Task #2 will be equal to or less than 75% of total costs claimed under Task #1.

Participate in multi-jurisdictional or multi-departmental task forces, working groups, etc. which are listed and described below:

1. Santa Barbara County Environmental Enforcement Task Force

Task #3 - Outreach

Only Task #3 eligible activities described in the TEA 18 Procedures and Requirements, and Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.

When a Payment Request is submitted, labor costs and CalRecycle pre-approved materials, supplies and other costs may be claimed under Task #3.

Provide waste and used tire permitting, storage and hauling information, advice, and assistance to the regulated community and general public.

TEA18 Santa Barbara County

Participate in outreach events to the regulated community and general public which are listed and described below: **None Requested**

Description of each outreach event	Information that will be provided	General description of who will attend
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Purchase items and services listed and described below: (items and services such as nominal promotional giveaways, creating and printing brochures, etc.)

1. Printing and distribution of educational brochures.

Task #4 - Grantee Training

Only Task #4 eligible activities described in the TEA 18 Procedures and Requirements, Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.

When a Payment Request is submitted, labor costs and CalRecycle pre-approved other costs may be claimed under Task #4. All costs claimed must be for tire enforcement staff attending CalRecycle mandatory and pre-approved non-mandatory training.

Attend all mandatory Tire Enforcement Round Tables, ~~Tire Enforcement Grant Management Workshops~~ WTMS Training, and annual Training Symposium.

Attend non-mandatory training listed and described below:

Name of each class to be attended	Description of the class and how it relates to and benefits the enforcement of waste tire laws and regulations
Basic Health & Safety	Ensure staff practice appropriate safety procedures in the field while performing inspections.
CalRec Waste Tire Roundtables	Mandatory training.
WTMS Training	Mandatory training.
Annual Training Symposium	Mandatory training.

Task #5 - Grant Management

Only Task #5 eligible activities described in the TEA 18 Procedures and Requirements, Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.

When a Payment Request is submitted, only labor costs may be claimed under Task #5.

Prepare and submit mid-year Performance Report, Payment Request, and all other required documents no later than March 30, 2012.

GRANT APPLICATION FORM

CalRecycle 243-TEA (Rev.12/10)

Prepare and submit final Performance Report, Payment Request, and all other required documents no later than September 28, 2012.

Task #6 - Equipment, Materials & Supplies

Only Task #6 eligible activities described in the TEA 18 Procedures and Requirements, Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.

When a Payment Request is submitted, only CalRecycle pre-approved equipment, materials and supplies actual costs will be claimed under Task #6. When a Payment Request is submitted, the amount requested under Task #6 for reimbursement of actual equipment, materials and supplies costs will be equal to or less than 10% of the approved actual expenditures for all tasks.

Purchase equipment, materials and supplies listed and described below: (See the Procedures and Requirements for eligible items)

Description of items to be purchased	Quantity to be purchased
Digital Cameras, batteries, carrying cases & memory sticks	2
Binoculars w/ case	2
Clipboards	2
Tape measures	2
Rubber gloves (box)	4
Flashlights & batteries	2
Portable calculators	2

Task #7 - Transportation

Only Task #7 eligible activities described in the TEA 18 Procedures and Requirements, Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.

When a Payment Request is submitted, only CalRecycle pre-approved transportation costs will be claimed under Task #7. Total actual costs claimed under Task #7 will be equal to or less than 10% of the approved expenditures for all tasks, up to a maximum of \$25,000.

Submit mileage usage logs to show the actual mileage driven to perform eligible TEA 18 activities.

If a mileage rate will <u>not</u> be used, describe the actual items/costs that will be claimed
Transportation costs covered in established hourly rate.

~~The vehicle listed and described below will be purchased during TEA 18:~~

Description of vehicle to be purchased

~~Owned, leased, or rented Vehicles supported with TEA 18 funds will be used predominantly to perform eligible activities described in the TEA 18 Grant Agreement.~~

~~Task #8 - Small Tire Pile Cleanup~~

~~Only Task #8 eligible activities described in the TEA 18 Procedures and Requirements, Application Guidelines and Instructions, or those pre-approved in writing by the CalRecycle Grant Manager for TEA 18, will be performed.~~

~~When a Payment Request is submitted, labor costs and CalRecycle pre-approved other costs will be claimed under Task #8. All costs claimed will comply with the maximums allowed in the TEA 18 Procedures and Requirements.~~

~~In addition to cleaning up tires found on public rights-of-ways that are within our TEA area of responsibility, small tire piles will be cleaned up at the locations listed and described below:~~

Site Address, City, Zip Code	Site Parcel Number (s)	Name of Site Owner	Estimated # of Waste Tires at Site
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Budget (Exhibit D)

Waste Tire Enforcement Grant Program - 18th Cycle, FY 2010/11

Estimated hourly labor rate for waste tire enforcement staff:

Name	Classification	Hourly Rate
Willie Brummett	Env Health Specialist	\$136.00
Paul Jenzen	Sr. Env Health Specialist	\$136.00

When a TEA 18 payment request is submitted, employee hours will be valued at the labor rate in effect at the time the work was performed.

Task	Amount Requested
Task 1 - Inspections: Estimated total cost of all Inspection related activities	\$90,848
Task 2 - Enforcement: Estimated total cost of all Enforcement related activities. <i>Total cost for Task 2 must be less than or equal to 75% of the total cost of Task 1.</i>	\$13,600
Task 3 - Outreach: Estimated total cost of all Outreach related activities	\$23,728
Task 4 - Grantee Training: Estimated total cost of all Grantee Training related activities	\$23,568
Task 5 - Grant Management: Estimated total cost of all Grant Management related activities	\$9,520
Task 6 - Equipment, Materials & Supplies: Estimated total cost of all Equipment, Materials & Supplies to be purchased. <i>Total cost for Task 6 must be less than or equal to 10% of the total costs of all Tasks.</i>	\$1,100
Task 7 - Transportation: Estimated total cost of all Transportation related activities. <i>Total cost for Task 7 must be less than or equal to 10% of the total costs of all Tasks, up to a maximum of \$25,000.</i>	\$0
Task 8 - Small Tire Pile Cleanups: Estimated total cost of all Small Tire Pile Cleanups. <i>Total cost for Task 8 may be \$25,000, or 10% of the total grant amount awarded, whichever is greater.</i>	
TOTAL Requested Grant Amount	\$162,364

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