

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-1065

SAP Number

## Land Use Services Department

Department Contract Representative	Ignacio Nunez
Telephone Number	(909) 383-2128
Contractor	California Department of Resources Recycling and Recovery
Contractor Representative	Cathy Aggergaard
Telephone Number	(916) 341-6384
Contract Term	11/16/2024 – 10/29/2026
Original Contract Amount	\$100,000
Amendment Amount	N/A
Total Contract Amount	\$100,000
Cost Center	6930001000

**Briefly describe the general nature of the contract:** Grant award from the California Department of Resources Recycling and Recovery for the Waste Tire Cleanup Grant to collect, remove, transport, recycle and dispose waste tires from illegal dump sites in the amount of \$100,000, for the period ending no later than October 29, 2026.

### FOR COUNTY USE ONLY

Approved as to Legal Form

Brett Davison  
Brett Davison, County Counsel

Date

10/10/24

Reviewed for Contract Compliance

Ignacio Nunez  
Ignacio Nunez, Code Enforcement Chief

Date

10/23/2024

Reviewed/Approved by Department

Mark Wardlaw  
Mark Wardlaw, Director

Date

10/23/24

Non-Standard Contract Coversheet

Revised 3/14/19

## Grant Agreement Cover Sheet

<b>Grant Number</b>
TCU20-24-0033
<b>Name of Grant Program</b>
2024-25 Local Gov't Waste Tire Cleanup Grant
<b>Grantee Name</b>
San Bernardino County
<b>Taxpayer's Federal Employer Identification Number</b>
95-6002748
<b>Total Grant not to Exceed</b>
\$100,000.00
<b>Start of Grant Term</b>
Notice to Proceed Email Date
<b>End of Grant Term</b>
October 29, 2026

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

Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle. In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

<b>Department/Grantor Name</b>	<b>Grantee Name</b>
CalRecycle	San Bernardino County
<b>Signature of CalRecycle's Authorized Signatory</b>	<b>Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation)</b>
X <b>Yogeeta Sharma</b> Digitally signed by Yogeeta Sharma Date: 2024.11.06 13:37:18 -08'00'	<b>Ignacio Nunez</b> Digitally signed by Ignacio Nunez Date: 2024.11.05 15:02:41 -08'00'
<b>Printed Name of CalRecycle's Authorized Signatory</b>	<b>Printed Name of Grantee's Authorized Signatory</b>
Brandy Hunt	Ignacio Nunez
<b>Title</b>	<b>Title</b>
Deputy Director, CalRecycle	Code Enforcement Chief
<b>Date</b>	<b>Date</b>
Nov 6, 2024	Nov 5, 2024

<b>Grantee Payment Address</b>
Land Use Services Code Enforcement 268 W Hospitality Lane, #300 San Bernardino, CA 92415

<b>Revised Grantee Payment Address (if needed)</b>



# Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
\$100,000.00		\$100,000.00
Grant Year/Program	Chapter	Statute Year
2024-25 Local Gov't Waste Tire Cleanup Grant	22	2024
Org Code	Reference	Fund
3970	101	0226
Enactment Year	Fiscal Year	Fund Title
2024	2024-25	TIRE

## Fi\$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39707820	3700000217	5432000

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

Signature of CalRecycle Budget Office	Date
<b>Mae O'Neal</b> <small>Digitally signed by Mae O'Neal Date: 2024.09.17 11:51:47 -07'00'</small>	<b>Sep 17, 2024</b>



# **Exhibit A**

## **Terms and Conditions**

### **Local Government Waste Tire Cleanup Grant Program Fiscal Year 2024–25**

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

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

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

The grantee shall not be:

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

#### **Amendment**

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

#### **Americans with Disabilities Act**

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

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

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

### **Audit/Records Access**

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions 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.]

### **Authorized Representative**

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

### **Availability of Funds**

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

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

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

### **Charter Cities**

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



## **Child Support Compliance Act**

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

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; 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.

## **Communications**

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

## **Compliance**

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

## **Conflict of Interest**

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

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

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

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



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

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

## **Contractors/Subcontractors**

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

## **Copyrights**

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

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

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

## **Discharge of Grant Obligations**

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

## **Disclaimer of Warranty**

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

## **Discretionary Termination**

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

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

## **Disputes**

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

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

## **Drug-Free Workplace Certification**

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



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

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

## **Effectiveness of Agreement**

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

## **Entire Agreement**

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

## **Environmental Justice**

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

## **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 Sections 10286 and 10286.1, and is eligible to contract with the State of California.

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

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

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



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

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

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

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

## **Force Majeure**

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

## **Forfeit of Grant Funds/Repayment of Funds Improperly Expended**

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

## **Generally Accepted Accounting Principles**

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

## **Grant Manager**

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

## **Grantee Accountability**

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

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

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

## **Grantee's Name Change**

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

## **In Case of Emergency**

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

## **Limited Waiver of Sovereign Immunity and Consent to Jurisdiction**

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies,



including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

## **National Labor Relations Board Certification**

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

## **No Agency Relationship Created/Independent Capacity**

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

## **No Waiver of Rights**

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right.



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

## **Non-Discrimination Clause**

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

## **Order of Precedence**

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

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

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

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

## **Payment**

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

## **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.

## **Personnel Costs**

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

## **Real and Personal Property Acquired with Grant Funds**

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved



their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

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

## **Reasonable Costs**

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

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

## **Recycled-Content Paper**

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



## **Reduction of Waste**

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

## **Reduction of Waste Tires**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

## **Reimbursement Limitations**

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

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

## **Reliable Contractor Declaration**

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

## **Remedies**

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

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

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

## **Severability**

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

## **Site Access**

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

## **Stop Work Notice**

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

## **Termination for Cause**

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

## **Time is of the Essence**

Time is of the essence to this Agreement.

## **Tolling of Statute of Limitations**

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



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

## **Union Organizing**

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

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

## **Venue/Choice of Law**

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

## **Waiver of Claims and Recourse against the State**

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

## **Work Products**

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

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

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



March 2024

Department of Resources Recycling and Recovery

# **Exhibit B**

## **Procedures and Requirements Local Government Waste Tire Cleanup Grant Program**

**Cycle 20 (TCU20) Fiscal Year 2024–25**

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



# Table of Contents

<b>Introduction .....</b>	<b>3</b>
<b>Milestones.....</b>	<b>3</b>
<b>Grants Management System (GMS).....</b>	<b>3</b>
Accessing the Grant .....	3
Contact Updates .....	4
<b>Prior to Commencing Work.....</b>	<b>5</b>
Reliable Contractor Declaration .....	5
Property Access Authorization and Non-Responsibility Affidavit for Private Property (Affidavit) (CalRecycle 741) .....	5
<b>Grant Term .....</b>	<b>7</b>
Eligible Costs .....	8
Ineligible Costs .....	9
Modifications.....	9
Acknowledgements.....	10
Reporting Requirements.....	10
Electronic and Original Signatures.....	11
Progress Report.....	11
Final Report.....	11
Grant Payment Information.....	11
Payment Request and Documentation.....	12
Audit Considerations.....	14

# Introduction

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

In a Regional Grant, the term “grantee” used throughout this document refers to the Lead Participant (Lead). The Lead is designated to act on behalf of all Non-Lead Participant(s). The Lead manages the grant, is responsible for the performance of the grant and all required documentation and administers the grant funds to its Non-Lead Participants on its behalf.

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

## Milestones

**Notice to Proceed: Grant Term Begins** on the date that CalRecycle emails the Notice to Proceed.

**Progress Reports** are due with each Payment Request

**October 29, 2026: Final Report and Final Payment Request Due**

**October 29, 2026: Grant Term End**

## Grants Management System (GMS)

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

### Accessing the Grant

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

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



- **Sites tab:** Shows existing tire piles.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

## **Contact Updates**

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

## Prior to Commencing Work

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

### Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Application and Grant Management Tools](https://calrecycle.ca.gov/funding/tools/) (<https://calrecycle.ca.gov/funding/tools/>) under forms, General Grant Forms.

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select **Reliable Contractor Declaration** in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

### Property Access Authorization and Non-Responsibility Affidavit for Private Property (Affidavit) (CalRecycle 741)

If a site is on private property and there are 500 tires or more (up to 4,999 tires), an Affidavit must be submitted and approved by the CalRecycle Grant Manager prior to site remediation. The Affidavit authorizes the grantee and other applicable persons access to the property for purposes of site cleanup and attests to the property owner's innocence in causing the waste tires to be deposited on the property. If the site was remediated prior to the approval of an Affidavit by the grantee to the Grant Manager, all costs incurred are ineligible for reimbursement. Obtain the Affidavit (CalRecycle 741) from [CalRecycle's Application and Grant Management Tools](https://calrecycle.ca.gov/funding/tools/)



(<https://calrecycle.ca.gov/funding/tools/>) under Forms for Local Government Waste Tire Cleanup Grant and submit the completed form to the CalRecycle Grant Manager.

# Grant Term

The Grant Term begins on the date of the Notice to Proceed (NTP) email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on October 29, 2026. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the NTP date or after the end date are not eligible for reimbursement.

The Final Report and final Payment Request are due on October 29, 2026. CalRecycle recommends reserving the period from August 31, 2026 to October 29, 2026 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier.

## Waste and Used Tire Hauler and End-Use and Disposal Facilities

CalRecycle has specific requirements for the tracking of used and waste tires remediated with grant funds. In order to be reimbursed for the costs of tire remediation, grantees and their contractors must use a waste and used tire hauler that is registered with CalRecycle, unless exempt pursuant to Public Resources Code section 42954. Furthermore, the tires must be transported to a facility that is permitted, excluded, exempted, or otherwise authorized by CalRecycle, by statute, or by regulation, to accept waste and used tires, or to a facility that lawfully accepts waste and used tires for reuse or disposal.

The grantee should contact the CalRecycle Tire Management Program Hotline (Hotline) toll free at (866) 896-0600 to verify that the used tire hauler and end-use facility it intends to use are following applicable laws and regulations. The name and address of the tire hauler and the end-use facility are necessary for verification.

A Tire Program Identification (TPID) Number will need to be obtained, by calling the Hotline number listed above.

## Waste Tire Generator - Tire Program ID Number (TPID)

To comply with CalRecycle's waste tire manifest requirements, grantees conducting roadside (i.e., public right-of-way) cleanups need to obtain a TPID number (for that jurisdiction's roadways) which will be used as the generator TPID number. Grantee shall obtain a separate TPID number for each site (single location) at which the grantee cleans up more than 500 waste tires. For information on how to obtain a TPID, visit CalRecycle's website [Waste Tire Generator Requirements](#).

## Daily Log

Grantees shall maintain a written daily log of the amounts and locations where waste tires are picked up. The purpose of the daily log is for CalRecycle and, if applicable, Local Waste Tire Enforcement grantees to initiate surveillance and pursue enforcement against individuals or businesses that are illegally hauling and disposing of waste tires.

The following are minimum requirements for the daily log:



- **Total daily pickups of less than 10 waste tires.** Grantee shall record the number as "<10 tires" and include the general location, including roads, alleys or addresses surveyed.
- **Total daily pickups of 10 or more waste tires.** Grantee shall record the total number of tires according to the daily waste tire manifest(s) and include the general locations including roads, alleys, or addresses surveyed.
- **Ten or more tires at a single location.** Grantee shall record the number of tires picked up separately for that location, provide notation if the pickup is on private property and not from the right-of-way, and record the specific location using global positioning satellite coordinates, a street address, latitude and longitude, odometer reading from reference point, milepost marker, or other method approved by the Grant Manager.

The daily log shall be compiled and be available for review upon request by CalRecycle or the Local Waste Tire Enforcement grantee. Grantee is encouraged to record additional information in the daily log as recommended by the Local Waste Tire Enforcement grantee (if applicable) or local illegal dumping abatement program staff to facilitate potential additional surveillance, enforcement, and cleanup activities. Examples of additional information to consider include the identification and referral of any individuals committing acts of illegal dumping, the types of waste tires indicating sources (such as truck tires), and the presence of significant illegally dumped wastes other than tires.

## Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts when the grantee receives a Notice to Proceed from CalRecycle and ends on October 29, 2026. See "Grant Term" for additional information. All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- The cost of collecting less than 5,000 waste tires on private property where the owner is not responsible.
- The cost of collecting and loading waste tires into transporting vehicles for waste tire cleanup projects.
- The cost of transporting waste tires by a waste tire hauler, registered or exempted by CalRecycle, to a permitted, excluded or exempted waste tire storage facility, or to another authorized solid waste facility.
- The cost of transporting waste tires for a specific end-use to a CalRecycle approved end-use facility.
  - The waste tires must be transported by a CalRecycle approved waste tire hauler to a CalRecycle approved end-use facility.
- The cost of disposing of waste tires at a CalRecycle permitted, excluded, or exempted waste tire storage facility or disposal site.
- Equipment rental.
- Mileage of up to \$0.67 per mile (or the rate identified on the [CalHR website](#))

(<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) at the time the cost was incurred) for waste tire cleanup related activities.

- The reasonable cost for labor and materials (not greater than five percent of project costs reimbursed by CalRecycle) for fencing, gates, signs, and other methods to secure the property where illegal dumping has occurred.
- Any salaries and benefits for personnel directly involved in waste tire cleanup activities including the preparation of payment requests and final progress reports incurred prior to the grant term end date.

## **Ineligible Costs**

Any costs not specifically included in the approved Budget and not directly related to waste tire cleanup and the approved grant project are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date that CalRecycle sends the Notice to Proceed email or after October 29, 2026
- Personnel time for preparation of a Local Government Waste Tire Cleanup Grant Program Application.
- Cleanup of a site on private property with 5,000 or more tires.
- Any costs that are not consistent with local, state, and federal laws, and guidelines and regulations.
- Personnel costs incurred while an employee assigned to the waste tire cleanup grant project, is not working on the grant (e.g., use of accrued time such as sick leave, vacation, etc.).
- Costs currently covered by or incurred under another CalRecycle funded loan, grant, grant cycle, or contract.
- Purchasing or leasing of vehicles.
- Overhead (costs for accounting/budget/finance staff, rental/lease of space, utilities, copying, office supplies, etc.).
- Costs for obtaining permits and licenses.
- Cleanup/removal of waste tires from an operating business where the owner or operator of the property is actively stockpiling tires.
- Costs of collecting waste tires from waste tire generating businesses that are responsible for contracting with registered waste tire haulers for the removal of their waste tires.
  - If it is determined that the Grantee has used grant funds for this purpose, costs incurred will be deemed ineligible.
- Research costs for specific end-use projects associated with the site cleanup.
- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations.
- Personnel travel or per diem costs.
- Cameras, cell phones, electronic personal data devices, pagers, and other similar personal electronic devices.
- Costs connected with contractor claims against the grantee.
- Any costs that are unrelated to the grant project or unreasonable as determined by the Grant Manager.

## **Modifications**

The grantee must submit any proposed revision(s) to the Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision

### **Procedures and Requirements**



without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked on the Budget and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the final revised Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

A link to the TCU20 Budget Modification form has been provided on the Summary Tab in GMS.

## Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Contact your Grant Manager for the CalRecycle logo.

## Reporting Requirements

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

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

To upload a report:

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

Grant Managers will only approve reports with current information that include all required sections and documents. Grant Managers will only process Payment Requests after report approval.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement,

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. The grantee must report any problems or delays immediately to the Grant Manager.

## Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

**Note:** E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

## Progress Report

The grantee must submit a Progress Report with each Payment Request. This report should cover grant activities that occurred from the Notice to Proceed date through the date of the Payment Request. Obtain the Payment Request Checklist and Progress Report (CalRecycle 768) [CalRecycle's Application and Grant Management Tools](https://calrecycle.ca.gov/funding/tools/) (<https://calrecycle.ca.gov/funding/tools/>) webpage under forms for Local Government Waste Tire Cleanup Grants.

## Final Report

The Final Report is due **October 29, 2026**. This report should cover grant activities from the Notice to Proceed through **October 29, 2026**. The grantee must include the following items in the Final Report:

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

Obtain the Payment Request Checklist and Final Report (CalRecycle 759) from [CalRecycle's Application and Grant Management Tools](https://calrecycle.ca.gov/funding/tools/) (<https://calrecycle.ca.gov/funding/tools/>) webpage under forms for Local Government Waste Tire Cleanup Grants.

## Grant Payment Information

- Payment to the grantee for eligible grant expenses is made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
- The grantee must submit the required Progress Report/Final Report prior to, or concurrent with, submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report.



- The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
- CalRecycle will make grant payments to only the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and Final Reports have been satisfied.
- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (<https://www2.calrecycle.ca.gov/Docs/Web/111324>) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See the "Reliable Contractor Declaration" section in Terms and Conditions (Exhibit A) for more information.

#### **Payment Request and Documentation**

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

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
  - b. When the transaction is complete, click the **Save** button.
  - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
  - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
  - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
  - a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

## Supporting Documentation

- **Grant Payment Request form (CalRecycle 87)**
  - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.
    - **Note:** A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.
- **Cost and Payment Documentation**
  - Acceptable cost and payment documentation must include at least one of each of the following.
    - Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
  - Proof of payment may include:
    - copy of cancelled check(s) that shows an endorsement from the banking institution
    - invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
    - accounting system report from local government if it contains the vendor's name, date of invoice, invoice number, check number or internal ID, and date amount was paid
    - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
    - copy of an electronic funds transfer confirmation
    - copy of a credit card statement(s)
  - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.
- **Expenditure Itemization Summary (CalRecycle 745-EIS-TCU)**

Use this form to document grant expenses, arranged in the same budget categories as the approved Budget. Include only those expenditures authorized in the grant budget. Provide enough detail to allow the Grant Manager to match supporting documentation for each expenditure.
- **Personnel Expenditure Summary (CalRecycle 165)**

Use this form for all grantee claimed personnel expenses. A grantee may use their own personnel expenditure summary form if it includes all the same components as CalRecycle 165. Personnel hours and costs on the Personnel Expenditure Summary must be summarized and totaled by task and staff. It is not necessary to submit timesheets; however, they must be readily available should the Grant Manager, or an auditor, request them. Time must be computed on actual time spent on grant related activities and must be the actual amount paid to the employee. If the Summary shows time spent on additional projects, highlight the entries applicable to the grant. If you are not claiming personnel costs, it is not necessary to submit a Personnel Expenditure.
- **Waste Tire Manifests**

Grantee must provide documentation showing the transportation of all waste tires to an eligible facility. This can be in the form of waste tire manifest copies, or a spreadsheet approved by the Grant Manager.



Payment Requests will be reviewed for accuracy and cost eligibility. The Grant Manager may request additional documentation and will adjust as necessary. Payments will be approved when the 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 Budget. If the Grant Manager determines that an activity or cost is ineligible, inappropriate, excessive, unreasonable, or not related to the Grant, reimbursement will be adjusted accordingly.

All forms listed above are available from the [CalRecycle's Application and Grant Management](https://calrecycle.ca.gov/funding/tools/) (<https://calrecycle.ca.gov/funding/tools/>).

## **Audit Considerations**

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

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



# Application

Generated By: Cathy Aggergaard

**Application Information****Applicant:** San Bernardino County**Cycle Name:** Local Gov't Waste Tire Cleanup Grant**Cycle Code:** TCU20**Grant ID:** 28529**Application Due Date:** 4/9/2024**Secondary Due Date:** 5/7/2024**Grant Funds Requested:** \$100,000.00**Matching Funds:** \$0.00 (if applicable)**Awarded Funds:** \$100,000.00

**Project Summary:** San Bernardino County Code Enforcement will utilize Waste Tire Cleanup Grant funds to abate waste tire dump sites throughout its large jurisdictional area. The deserts of San Bernardino County in some areas of the valley and mountains are frequently utilized as a dumping ground for the illegal disposal of waste tires and other materials. The County actively combats these activities with an Illegal Dumping program, and we look forward to a continued partnership with CalRecycle to carry on our efforts in identifying and abating illegal waste tire dump sites.

**Applicant/Participant****Name:** San Bernardino County**Lead:** X**Federal Tax ID:** 95-6002748**Jurisdiction:** San Bernardino-Unincorporated**County:** San Bernardino**Contacts****Prime Second Auth Cnslt****Guillermo Morales****Title:** Code Enforcement Supervisor

X

Land Use Services Code Enforcement  
268 W. Hospitality Lane  
Suite 300  
San Bernardino, CA 92415

**Phone:** 9093832130  
**Fax:**  
**Email:** Guillermo.Morales@lus.sbcounty.gov

**Deleon Luna****Title:** Staff Analyst

X

Land Use Services Department Code Enforc  
268 W Hospitality Lane, #300  
San Bernardino, CA 92415

**Phone:** 9093832115  
**Fax:**  
**Email:** Deleon.Luna@lus.sbcounty.gov

**Ibeth De La Cruz****Title:** Budget Officer

X

Land Use Services Department  
385 N Arrowhead Ave  
First Floor  
San Bernardino, CA 92415

**Phone:** 9093870295  
**Fax:**  
**Email:** Ibeth.DeLaCruz@lus.sbcounty.gov

**Ignacio Nunez****Title:** Code Enforcement Chief

X

Land Use Services Department Code Enforc  
268 W Hospitality Lane, #300  
San Bernardino, CA 92415

**Phone:** 9093832130  
**Fax:**  
**Email:** ignacio.nunez@lus.sbcounty.gov

**Sharon Guidry****Title:** Code Enforcement Deputy Chief

X

Land Use Services Department Code Enforc  
268 W Hospitality Lane, #300  
San Bernardino, CA 92415

**Phone:** 9093832187  
**Fax:**  
**Email:** Sharon.guidry@lus.sbcounty.gov

**Budget**

Category Name	Amount
Contract	\$42,000.00
Equipment	\$0.00
Materials	\$8,890.30
Personnel	\$49,109.70

<https://secure2.calrecycle.net/GRANTS/Grant/Grant.aspx?GrantID=28529>

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## Site Information

### Multiple Locations within San Bernardino County

, CA

#### Hinkley

Hinkley Road and National Trails Highway  
Hinkley, CA

#### Daggett

Daggett-Yermo Road and Agate Road  
Daggett, CA

#### San Bernardino

Cajon Boulevard and Fifth Street  
San Bernardino, CA

#### Fontana

Whittram Avenue and Banana Avenue  
Fontana, CA

#### Joshua Tree

Twentynine Palms Highway and Sunfair Roa  
Joshua Tree, CA

#### Adelanto

Lupin Road and Daisy Road  
Adelanto, CA

Documents	Document Title	Received Date
<b>Required</b>		
Application Certification	Application Certification TCU20	4/1/2024
Application Certification	Application Certification TCU20 Signed - Updated	4/29/2024
Budget	TCU20 Budget Form	4/1/2024
Priority Ranking Criteria Checklist	TCU20 Priority Ranking Criteria Checklist	4/1/2024
<b>Required By Secondary Due Date</b>		
Resolution - Lead Participant	Resolution No. 2023-42	4/1/2024
<b>Other Supporting Document(s)</b>		
CalEnviroScreen Map	CESM Adelanto	4/1/2024
CalEnviroScreen Map	CESM Daggett TCU20	4/1/2024
CalEnviroScreen Map	CESM Fontana TCU20	4/1/2024
CalEnviroScreen Map	CESM Hinkley TCU20	4/1/2024
CalEnviroScreen Map	CESM Joshua Tree TCU20	4/1/2024
CalEnviroScreen Map	CESM San Bernardino TCU20	4/1/2024
Draft Resolution		
Joint Powers Agreement		
Letter From LCC		
Letter of Authorization/Resolution		
Letter of Designation		
Photographs		

## Resolution

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

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

<https://secure2.calrecycle.net/GRANTS/Grant/Grant.aspx?GrantID=28529>

Date Generated: September 11, 2024 1:54 PM

Page 2 of 3

#### EPPP

Does your organization and any participants have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

☒ Yes, our organization and any participants have an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.





CLERK OF THE  
BOARD OF SUPERVISORS

2024 DEC 20 AM 10:22

SAN BERNARDINO COUNTY  
CALIFORNIA

## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: Land Use Services, Code Enforcement

Contact Name: Ignacio Nunez Telephone: 909-383-2128

Agreement No.: 24-1065 Amendment No.: \_\_\_\_\_ Date of Board Item 11/5/2024 Board Item No.: 24

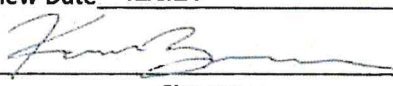
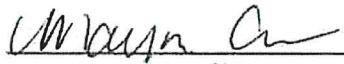
Name of Contract Entity/Project Name: California Department of Resources Recycling and Recovery

**Explanation of request/Special Instructions:**

Please review grant agreement (TCU20-24-0033) and corresponding documents to ensure Code Enforcement Chief has delegated authority to accept grant.

**Insert check mark that the following required documents are attached to this request:**

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Kenneth Brown	Date Sent: 12/2/24
Reviewing County Counsel Use Only	Review Date <u>12/9/24</u>  Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>12/18/24</u>  Signature	Disposition: <input checked="" type="checkbox"/> Route for signature to: ____Chair ____CEO <input checked="" type="checkbox"/> Department ____Return to Department for preparation of agenda item