

# 2021-22 Cal Recycle LEA EA32 Grant Application Screenshots

**My Grants**  
**Apply for a Grant**  
**Grant Forms**

[Home](#) > Grant Application

## Grant: Local Enforcement Agency Grants (GrantID: 24242)

**Applicant:** San Bernardino County

**Project Status:** Pending

**Summary** | **Applicant/Participant** | **Detail** | **Contacts** | **Budget** | **Documents**

### Instructions

Welcome to the Application module of CalRecycle's Grant Management System Web. You will be able to log in and out of the system to complete your application until the application due date listed below. After the application due date, you will only be allowed to upload documents that are due by the secondary due date, if applicable. Please refer to the Application Guidelines and Instructions for specific information regarding your application.

When filling out your application, remember to do the following:

- Complete each tab
- Upload all required documents
- Print, sign, and upload Application Certification
- Submit application

### Application Information

**Application Status:** Unsubmitted  
**Date Submitted:** N/A

**Cycle Name:** Local Enforcement Agency Grants  
**Cycle Code:** EA32  
**Grant ID:** 24242

**Application Due Date:** 5/4/2021  
**Secondary Due Date:** 6/8/2021

### Resource Links

[Grant Program's Homepage](#)  
[Resolution and Letter Examples](#)

### Resource Documents

The documents below contain instructions for completing the application and grant provisions.

[EA32 Application Guidelines and Instructions.pdf](#)  
[EA32 Procedures and Requirements.pdf](#)  
[EA32 Terms and Conditions.pdf](#)

### Application Detail Report

If a printed version of what you have entered into GMS is required for Board authorization or other purposes, use the link below to generate an Application Detail Report document. All uploaded documents must be printed and attached in order to represent a complete application. **Do not** upload this document and submit with your application.

[Application Detail Report](#)

### Application Checklist

- ☒ Select Lead Participant
- ☒ Enter Requested Funds Amount and Project Summary
- ☒ Select Resolution Requirement Type
- ☒ Enter Primary Contact Information
- ☒ Enter Signature Authority Information
- ☒ Enter Budget Category Amounts
- ☒ Upload required documents
- ☒ Answer Application Questions
- ☒ Submit Application

### Required Document(s) By Application Due Date

- ☒ Application Certification

### Other Supporting Document(s) as applicable for your Application/Project

- ☒ Draft Resolution
- ☒ Letter of Designation

### Required Document(s) By Secondary Due Date

- ☒ Resolution - Lead Participant

### Application Submission

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

**Submit Application** Submit button will become enabled when all application requirements have been completed. The ability to submit the application does not guarantee completeness.

## 2021-22 Cal Recycle LEA EA32 Grant Application Screenshots

Grants Management System (GMS) v2.02.0070

Authorized Use Only

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My Grants

Apply for a Grant

Grant Forms

Home > Grant Application > Participants

**Grant Participants: Local Enforcement Agency Grants (GrantID: 24242)**

Applicant: San Bernardino County

Project Status: Pending

Summary | Applicant/Participant | Detail | Contacts | Budget | Documents

Instructions

Search for the jurisdiction/organization name of the Lead Applicant and Participating Jurisdictions, if applicable.

Add Applicant/Participant

Participant associated to grant successfully.

Export to Excel

Refresh

Participant	County	Organization Type	Lead
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
<a href="#">San Bernardino County</a>	San Bernardino	County	<input checked="" type="checkbox"/>

K

<

1

>

X

Page size: 25

1 items in 1 page

Grants Management System (GMS) <http://www.calrecycle.ca.gov/Grants/GMS/Contacts.htm>

Contact: [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov)

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# 2021-22 Cal Recycle LEA EA32 Grant Application Screenshots

Grants Management System (GMS) v2.02.0070 Authorized Use Only

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Apply for a Grant

Grant Forms

Home > Grant Application > Grant Application Detail

Grant Detail: Local Enforcement Agency Grants (GrantID: 24242)

Applicant: San Bernardino County

Project Status: Pending

Summary | Applicant/Participant | Detail | Contacts | Budget | Documents

Grant updated successfully!

Edit

Grant Detail

Grant Funds Requested: \$53,635.00

Request Advance Payments: ☐

Assembly 47 District(s):

Senate 20 District(s):

[Find your representatives \(assembly/senate district\)](#)

Applicant's Department Name: Department of Public Health - Environment

Grant Payment Address Line 1: 385 N. Arrowhead Ave. 2nd Floor

Grant Payment Address Line 2:

City: San Bernardino

State: CA

Zip Code: 92415

Project Summary/Statement of Use:

San Bernardino County, Department of Public Health, Environmental Health Services intends to use FY 2021/2022 LEA Grant (EA32) funds to supplement the local enforcement agency program budget for personnel costs. The division is confident funds will be fully expended for said purposes.

Resolution or Letter of Commitment Requirement and optional Letter of Designation

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

☐ 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).

☒ Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution is received after this date, its application will be disqualified.

# 2021-22 Cal Recycle LEA EA32 Grant Application Screenshots

My Grants  
Apply for a Grant  
Grant Forms

[Home](#) > [Grant Application](#) > [Contacts](#)

## Grant Contacts: Local Enforcement Agency Grants (GrantID: 24242)

**Applicant:** San Bernardino County

**Project Status:** Pending

**Summary** | **Applicant/Participant** | **Detail** | **Contacts** | **Budget** | **Documents**

### Instructions

- An application is required to have only one Primary Contact and at least one Signature Authority.
- Changes to Signature Authority contacts must be made by the Grant Manager.

☐ Show Deleted

Add Contact

Export to Excel  Refresh

Name	Organization	Title	Phone	Email	Prime	Second	Auth	Consult
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Alaniz, David</a>	San Bernardino County	Interim Program Manager	(909) 387-5157	<a href="mailto:david.alaniz@dph.sbcounty.gov">david.alaniz@dph.sbcounty.gov</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Goldfrach, Andrew</a>	San Bernardino County	Interim Director	(909) 387-9146	<a href="mailto:goldfracha@armc.sbcounty.gov">goldfracha@armc.sbcounty.gov</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<a href="#">Hagman, Curt</a>	San Bernardino County	Chairman of the Board of Supervisors	(909) 387-4866	<a href="mailto:curt.hagman@bos.sbcounty.gov">curt.hagman@bos.sbcounty.gov</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Meza, Maria</a>	San Bernardino County	Program Coordinator	(909) 387-5170	<a href="mailto:maria.meza@dph.sbcounty.gov">maria.meza@dph.sbcounty.gov</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Osorio, Jennifer</a>	San Bernardino County	Division Chief	(909) 387-5159	<a href="mailto:jennifer.osorio@dph.sbcounty.gov">jennifer.osorio@dph.sbcounty.gov</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#">Patrick, Eric</a>	San Bernardino County	Interim Administrative Manager	(909) 387-6205	<a href="mailto:eric.parick@dph.sbcounty.gov">eric.parick@dph.sbcounty.gov</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Grants Management System (GMS) <http://www.calrecycle.ca.gov/Grants/GMS/Contacts.htm>

Contact: [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov)

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# 2021-22 Cal Recycle LEA EA32 Grant Application Screenshots

Grants Management System (GMS) v2.02.0070

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My Grants

Apply for a Grant

Grant Forms

[Home](#) > [Grant Application](#) > Budgets

**Grant Budgets: Local Enforcement Agency Grants (GrantID: 24242)**

Applicant: San Bernardino County

Project Status: Pending

Summary

Applicant/Participant

Detail

Contacts

Budget

Documents

Instructions

Total budgeted funds must be equal to the requested grant amount. Select the budget category name to enter a budget amount.

Grant budget updated successfully.

Budget Funds

Requested Funds: \$53,635.00

Budgeted Funds: \$53,635.00

Remaining Funds to Budget: \$0.00

Report Format: ☒ PDF ☐ Word

Budget Summary Report

Export to Excel

Refresh

Category	Budget Amount
<input type="text"/>	<input type="text"/>
<a href="#">Analysis/Evaluation/Testing/Demo</a>	\$0.00
<a href="#">Compliance/Inspection/Visit/Enforcement</a>	\$0.00
<a href="#">Education</a>	\$0.00
<a href="#">Equipment</a>	\$0.00
<a href="#">Personnel</a>	\$53,635.00
<a href="#">Training</a>	\$0.00
<a href="#">Transportation</a>	\$0.00
<b>TOTAL</b>	<b>\$53,635.00</b>

Grants Management System (GMS) <http://www.calrecycle.ca.gov/Grants/GMS/Contacts.htm>

Contact: [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov)

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April 2021

Department of Resources Recycling and Recovery

# **Exhibit B Procedures and Requirements Local Enforcement Agency Grant Program**

**Cycle 32 (EA32), Fiscal Year 2021–22**

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

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# Introduction

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

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

## Milestones

**July 1, 2021: Grant Term and Grant Performance Period Begin**

**June 30, 2022: Grant Performance Period Ends**

**June 30, 2022–October 27, 2022: Report Preparation Period**

**October 27, 2022: Final Report and Final Payment Request Due**

## 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 web pass. 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.
- **Interest:** Shows earned interest on an advance payment.
- **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.

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 Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/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).

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

The Grant Term begins on July 1, 2021 and ends on October 27, 2022. 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 July 1, 2021 or after the end date are not eligible for reimbursement. Most costs are further limited during the Report Preparation Period (below).

The Grant Performance Period begins on the date of the July 1, 2021 and ends on June 30, 2022.

The Report Preparation Period is from July 1, 2022 through October 27, 2022. **Costs incurred to prepare the Final Report and final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.**

The Final Report and final Payment Request are due on October 27, 2022.

## Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts July 1, 2021 and ends on October 27, 2022. See “Grant Term, Grant Performance Period, and Report Preparation Period” for additional information. All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after July 1, 2021 and before the end of the Grant Performance Period. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- **Analysis/Evaluation/Testing/Demo** (expenses related to analysis and testing, equipment calibration, certification, demonstrations, site studies, and consultants).
- **Compliance/Inspection/Visit/Enforcement** (expenses related to legal counsel, inspection, enforcement, compliance, and consultants).
- **Education** (expenses related to providing education and outreach materials to local jurisdictions, businesses, and the public).
- **Equipment** (expenses related to the purchasing of tools, instruments, equipment, personal protection gear, tablets, and laptops as well as the maintenance of equipment essential for the inspection of solid waste facilities).
- **Personnel** (staff expenses related to conducting inspections such as salaries, benefits, physicals, and vaccinations).
- **Training** (expenses related to the training of LEA staff such as training materials, publications, periodicals, memberships, CalRecycle trainings, solid waste management conferences, and related costs).
- **Transportation** (expenses related to inspections such as maintenance of LEA vehicles, fuel expenses, and mileage).
- Expenses related to preparation of the Final Report and the Final Payment

Request during the Report Preparation Period identified in the Milestones table above.

Personnel expenditures must be computed on the actual time spent on grant-related activities. For calculating total personnel expenses for each employee, the expenditures must be documented by,

- The names and classification(s) of the employee(s)
- The hourly wage
- Fringe benefits rate
- The number of hours worked on grant-related activities

These records must be available upon request for audit purposes.

Travel and per diem reimbursement is limited to a maximum of the state rate as described in the [Travel Reimbursements section](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) of the California Department of Human Resources.

## Ineligible Costs

Any cost not specifically related to the LEA Grant Program 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 July 1, 2021 or after June 30, 2022, (except for costs incurred during the Report Preparation Period, July 1, 2022–October 27, 2022, to prepare the Final Report and reimbursement Payment Request).
- Any costs that are not consistent with local, state, and federal statutes, ordinances, or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any personnel costs incurred as a result of time an employee assigned to the solid waste program does not actually work on the solid waste program (e.g. use of accrued vacation, sick leave, etc.).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Performance Period. (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the Grant Performance Period if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Cleanup of illegal dumping.
- Costs currently covered or incurred under another CalRecycle loan, grant, grant cycle, or contract.
- Landfill operations.
- Out-of-state travel.
- Overhead and indirect costs.

- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the Grant Manager when law or labor contracts require overtime compensation).
- Purchasing or leasing of vehicles.

The grant manager may disallow any costs deemed unreasonable or unrelated to the purpose of the grant.

## **Modifications**

The approved budget in GMS represents the proposed expenditure plan of the grantee at the time the grant is awarded. A budget change is the adjustment of grant funds between the main budget categories as listed in the GMS application.

Any proposed revision(s) to the Budget must be submitted in writing and authorized in writing by the Grant Manager. The approval document is to be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

### **Prior to Advance Reconciliation or Requesting Reimbursement**

The grantee must notify the Grant Manager of all budget changes, regardless of dollar amount, no later than October 27, 2022. Budget changes must be provided using the Budget Modification Template and emailed to the Grant Manager. The Budget Modification Template is located in the Summary tab under Resources Documents in the Grant Management section of 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.

## **Reporting Requirements**

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

The Final Report must be uploaded 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.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of 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 now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

**Note:** The e-Signature must be the Adobe Digital ID 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 will be considered as incomplete and may be sent back to the grantee.

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

## Final Report

The Final Report is due no later than **October 27, 2022**. This report should cover grant activities **from July 1, 2021 through June 30, 2022**. The Final Report must be signed by the Signature Authority indicated in GMS. If the signature authority has changed, contact the Grant Manager.

The grantee must include the following items in the Final Report:

1. The Grant Number, grantee’s name, and Grant Term.
2. Budget categories of the approved budget in GMS.
3. Listing of actual costs under each Budget Category.
  - a. Adequate detail must be included so that the Grant Manager can ensure expenditure is compliant with the eligible cost requirements. (Personnel: provide staff classification, salary, number of hours, and hourly rate.)
  - b. See Final Report template for required information.

## Grant Payment Information

- Grantees may request an advance of 100 percent of the grant award. When the request is approved, the grantee will be advanced 90 percent and 10 percent will be withheld. The advance payment must be fully reconciled by the end of the Grant Term, and costs incurred may be reconciled only for those materials and services specified in the approved grant application.
  - a. **Please Note:** There is a new procedure for submitting your payment request for advances this cycle. Please refer to the Advance Payment section in the Guidelines and Instructions.
- Grantees may opt not to request an Advance. Payments to these grantees for eligible grant expenses are 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 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. Grantees are not required to wait until the end of the Grant Term (October 27, 2022) to request reimbursement and submit a Final Report. A payment request and Final Report may be submitted at any time within the Grant Term. Grantees are encouraged to submit their payment request and Final Report when grantees have expended the grant budget.
- The grantee must submit a completed Grant Payment Request (Advance or Reimbursement), and provide supporting documentation when applicable, as described in the “Payment Request and Documentation” section for completed project(s) only.
- 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 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://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>) 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:

### Procedures and Requirements

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**
  - Grantee must show the total funds expended by expense category in the Final Report.
  - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

The **Grant Payment Request form** (CalRecycle 87) is available on the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (https://www.calrecycle.ca.gov/Funding/Forms).

### Interest

Grantees that request an advance payment must account for all interest accrued and received. All interest accrued and received from the grant funds shall be used only for eligible expenses related to the performance of this Agreement.

- Interest earned may not be spent until the full grant award has been expended.
- The earned interest **must** be reported in the **Interest** tab in GMS.
- To report interest earned:
  - 1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
  - 2) Complete required fields by selecting "**Earned**" as the Interest Type, select the Budget Subcategory where the interest will be spent; enter the date, and the amount of interest earned in the Report Amount filed.
  - 3) Click the **Save** button.



Once interest is expended, create another Interest Record by following the same steps as above except choose **Reconcile** as the Interest Type.

All unused interest or unspent grant funds must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

If no interest was accrued during the fiscal cycle, create an interest record to document that no interest was earned because grant funds were expended within 90 days. The grantee is highly encouraged to immediately reconcile their advance payment if it was fully expended within the 90 days, or at any time thereafter within the grant term.

To report that no interest was accrued:

- 1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
- 2) Complete required field by selecting “**None Accrued**” as the Interest Type, enter the date, and enter the written explanation in the **Note** section.
- 3) Click the **Save** button

### **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.

## Individual Applicant – All CalRecycle Grants

### RESOLUTION OF THE (NAME OF THE GOVERNING BODY) AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH (NAME OF APPLICANT) IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the **(Title of Governing Body)** authorizes the submittal of application(s) to CalRecycle for (choose one of the following options) 1) (names(s) of specific grants) **or** 2) all grants for which **(Name of Applicant)** is eligible. [Note: this provision is either/or; do not include both options]; and

BE IT FURTHER RESOLVED that the **(Job Title or Titles)**, or **his/her designee** is hereby authorized and empowered to execute in the name of the **(Name of Applicant)** all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for *(choose one of the following options)* **1) five (5) years from the date of adoption of this resolution** **or** 2) for a period less than five years **(insert Time Period: from Month, Day, and Year through Month, Day, and Year)**. [Note: this provision is either/or, do not include both options].



# Application

Generated By: Maria Meza

**Application Information****Applicant:** San Bernardino County**Cycle Name:** Local Enforcement Agency Grants**Cycle Code:** EA32**Grant ID:** 24242**Application Due Date:** 5/4/2021**Secondary Due Date:** 6/8/2021**Grant Funds Requested:** \$53,635.00**Request Advance Payment:** No**Matching Funds:** \$0.00 (if applicable)**Awarded Funds:** \$0.00**Project Summary:** San Bernardino County, Department of Public Health, Environmental Health Services intends to use FY 2021/2022 LEA Grant (EA32) funds to supplement the local enforcement agency program budget for personnel costs. The division is confident funds will be fully expended for said purposes.**Applicant/Participant****Name:** San Bernardino County**Lead:** X**Federal Tax ID:** 95-6002748**Jurisdiction:** San Bernardino**County:** San Bernardino**Contacts**

		Prime	Second	Auth	Cnslt
<b>Maria Meza</b>	Title: Program Coordinator	X			
Public Health 385 N. Arrowhead Ave. 2nd Floor San Bernardino, CA 92415	Phone: 9093875170 Fax: Email: Maria.Meza@dph.sbcounty.gov				
<b>Curt Hagman</b>	Title: Chairman of the Board of Supervisors		X		
385 N. Arrowhead Ave. 5th Floor San Bernardino, CA 92415	Phone: 9093874866 Fax: Email: curt.hagman@bos.sbcounty.gov				
<b>Eric Patrick</b>	Title: Interim Administrative Manager		X		
Public Health 172 W. 3rd St. 6th Floor San Bernardino, CA 92415	Phone: 9093876205 Fax: Email: eric.parick@dph.sbcounty.gov				
<b>Jennifer Osorio</b>	Title: Division Chief		X		
Public Health 385 N. Arrowhead Ave. 2nd Floor San Bernardino, CA 92415	Phone: 9093875159 Fax: Email: jennifer.osorio@dph.sbcounty.gov				
<b>David Alaniz</b>	Title: Interim Program Manager		X		
Public Health 385 N. Arrowhead Ave. 2nd Floor San Bernardino, CA 92415	Phone: 9093875157 Fax: Email: david.alaniz@dph.sbcounty.gov				
<b>Andrew Goldfrach</b>	Title: Interim Director			X	
Public Health 351 N. Mt. View 3rd Floor San Bernardino, CA 92415	Phone: 9093879146 Fax: Email: GoldfrachA@armc.sbcounty.gov				

**Budget**

Category Name	Amount
Analysis/Evaluation/Testing/Demo	\$0.00
Compliance/Inspection/Visit/Enforcement	\$0.00
Education	\$0.00
Equipment	\$0.00
Personnel	\$53,635.00
Training	\$0.00
Transportation	\$0.00

No Site Information Provided

**Documents****Document Title****Received Date****Required**

Application Certification

**Required By Secondary Due Date**

Resolution - Lead Participant

**Other Supporting Document(s)**

Draft Resolution

Letter of Authorization/Resolution

Letter of Designation

**Resolution**

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

- X Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution is received after this date, its application will be disqualified.

# **Exhibit A**

## **Terms and Conditions**

### **Local Enforcement Agency Grant Program Fiscal Year 2021–22**

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 Enforcement Agency Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

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

The grantee shall not be:

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

#### **Amendment**

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

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

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

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

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

## **Audit/Records Access**

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

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

## **Authorized Representative**

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

## **Availability of Funds**

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

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

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

## **Charter Cities**

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

## **Child Support Compliance Act**

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

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

## **Communications**

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

## **Compliance**

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

## **Conflict of Interest**

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

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

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

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

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

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

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

## **Contractors/Subcontractors**

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

## **Copyrights**

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



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

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

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

## **Discharge of Grant Obligations**

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

## **Disclaimer of Warranty**

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

## **Discretionary Termination**

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

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

## **Disputes**

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

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

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

## **Drug-Free Workplace Certification**

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

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

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

## **Effectiveness of Agreement**

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

## **Entire Agreement**

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

## **Environmental Justice**

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

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

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

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

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

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

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

## **Force Majeure**

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

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

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

## **Generally Accepted Accounting Principles**

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

## **Grant Manager**

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

authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

## **Grantee Accountability**

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

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

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

## **Grantee's Name Change**

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

## **In Case of Emergency**

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

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

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

## **No Waiver of Rights**

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

## **Non-Discrimination Clause**

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

## **Order of Precedence**

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

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

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

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data,

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

## **Payment**

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

## **Personnel Costs**

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

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

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

## **Reasonable Costs**

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

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

## **Recycled-Content Paper**

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

## **Reduction of Waste**

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

## **Reduction of Waste Tires**

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

## **Reimbursement Limitations**

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

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

## **Reliable Contractor Declaration**

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](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.



# Application Certification

**Application Information**

Applicant: San Bernardino County

Cycle Name: Local Enforcement Agency Grants

Cycle Code: EA32

Grant ID: 24242

Grant Funds Requested: \$53,635.00

Matching Funds: \$0.00 (if applicable)

Application Due Date: 05/04/2021

Secondary Due Date: 06/08/2021

**Contacts**

Name	Title	Prime	Second	Auth	Cnslt
Maria Meza	Program Coordinator	X			
Curt Hagman	Chairman of the Board of Supervisors		X		
Eric Patrick	Interim Administrative Manager		X		
Jennifer Osorio	Division Chief		X		
David Alaniz	Interim Program Manager		X		
Andrew Goldfrach	Interim Director			X	

**Budget**

Category Name	Amount
Analysis/Evaluation/Testing/Demo	\$0.00
Compliance/Inspection/Visit/Enforcement	\$0.00
Education	\$0.00
Equipment	\$0.00
Personnel	\$53,635.00
Training	\$0.00
Transportation	\$0.00

**Documents****Required**

Application Certification

**Required By Secondary Due Date**

Resolution - Lead Participant

**Other Supporting Document(s)**

Draft Resolution

Letter of Authorization/Resolution

Letter of Designation

# Application Certification

## Resolution

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

- X Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution is received after this date, its application will be disqualified.

## Conditions and Certification

### Condition of Application Submittal: Acceptance of Grant Agreement Provisions

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

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

### Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

### Certification:

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

X

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

Date

Andrew Goldfrach

Interim Director, Department of Public Health, County of San Bernardino

Print Name

Print Title

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



April 2021

Department of Resources Recycling and Recovery

# **Local Enforcement Agency Grant Program**

## **Application Guidelines and Instructions**

**Cycle 32 (EA32), Fiscal Year 2021–22**

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# Grant Cycle Overview

The Department of Resources Recycling and Recovery (CalRecycle) offers the Local Enforcement Agency (LEA) Grant Program pursuant to [Section 43230 of the Public Resources Code \(PRC\)](#) ([http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PRC&sectionNum=43230](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=43230)). The purpose of the grant is to be used exclusively for the support of solid waste facilities permit and inspection programs.

This resource document provides applicants with instructions to access and complete the application online and information about grant administration. The web-based application is CalRecycle's [Grants Management System \(GMS\)](#) (<https://www.calrecycle.ca.gov/Funding/GMS/>). Applicants must sign in to GMS to complete and submit an application.

**Note:** The following terms used in this document are defined below, unless the context clearly indicates otherwise:

- “Applicant” refers to either the legal name of the entity that is legally responsible for grant administration, if awarded, or to a person who is completing an application on behalf of the Applicant (this is usually the primary contact listed on the application, but could also be the secondary contact, signature authority, or consultant).
- “You” refers to a person who is completing the application on behalf of the Applicant.

## Timeline

### **May 4, 2021: Application Due Date**

- Applicants must submit applications in GMS by 11:59 p.m. on this date.
- Customer service will be available until 4:00 p.m. on this date.

### **June 8, 2021: Secondary Due Date**

- Approved Resolution must be uploaded in GMS by this date if it was not submitted with the application.

### **June 2021 (tentative): Grants Awarded**

- CalRecycle considers funding recommendations, and if approved, conditionally awards grants during this month.

### **July 1, 2021–October 27, 2022: Grant Term**

**For milestones that take place during the grant term, refer to the Procedures and Requirements document.**



## Eligible Applicants

Applicants are limited to CalRecycle certified Local Enforcement Agencies pursuant to [PCR 43200 and Title 14, California Code of Regulations, Chapter 5, Article 2.1, LEA Certification Requirements.](#)

[[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I9F906126D7524D0CA49E166C31646A82&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I9F906126D7524D0CA49E166C31646A82&transitionType=Default&contextData=(sc.Default))]

## Regional Application Requirements

Local governments may join together in a Regional grant application in which two or more eligible entities join together to implement the grant. A Regional Participant (Lead) must be designated to act on behalf of all participating entities. The Lead is the applicant, and if awarded, will be the grantee responsible for the performance of the grant and all required documentation. CalRecycle will direct all official correspondence and grant payments to the Lead. Lead must reimburse participating entity(ies), then submit payment request to CalRecycle for reimbursement.

**Note:** An entity may not submit an individual application if that entity is also a participant of a Regional application.

## Eligible Projects/Products

Grant funds will supplement the LEA's existing solid waste facilities permit and inspection programs.

## Available Funds

- \$1,500,000 is available for this grant cycle, fiscal year 2021–22, subject to funding availability.
- A total of \$96,000 of the \$1,500,000 appropriation will be set aside for LEA training and outreach. The remaining \$1,404,000 will be distributed among the grant applicants on a pro-rata basis.
  - The grant amount is established from a base grant award of \$15,000 per jurisdiction, plus additional grant funds based on population and the number of permitted, active solid waste facilities in each LEA jurisdiction.
  - The estimated amount for which each LEA is eligible to request in the application is emailed with the Notice of Funds Available (NOFA). The final award amount will be determined when all applications are processed.
  - For Regional LEAs, the Regional Lead Participant will be awarded the sum of their participating jurisdictions' allocated awards.

## Grant Term

The Grant Term begins July 1, 2021. The Grant Term ends on October 27, 2022.

For detailed information about requirements within the grant term, refer to the Procedures and Requirements document.

## Eligible and Ineligible Costs

Grantees may incur eligible costs only during the Grant Term. For detailed information about eligible and ineligible costs, refer to the Procedures and Requirements document.

## Public Records Requests

It is the policy of CalRecycle to make records requested by the public promptly available in accordance with the laws governing disclosure of records and information to the public. In general, all records in the possession of a state agency are public records subject to disclosure, unless a law provides that a particular kind of record or information is not a public record or is exempt or prohibited from disclosure.

Upon request, the entire contents of the submitted application are subject to public records requests. This may include contact information, project summary, uploaded documents, and scoring information. Public records may be requested from CalRecycle through the [California Public Records Act Requests web page](https://www2.calrecycle.ca.gov/Forms/ContactUs/PublicRecordsRequest/) (<https://www2.calrecycle.ca.gov/Forms/ContactUs/PublicRecordsRequest/>).

## Confidentiality

The following describes the treatment of certain confidential or proprietary information under the California Public Records Act (Government Code 6250, et seq.) and related regulations. It also describes how questions are resolved on whether information is truly confidential, the legal protections for confidential information, and internal and program procedures to maintain confidentiality.

### Confidential or Proprietary Information

Title 14 of the California Code of Regulations (14 CCR), [sections 17041-17046](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), states that confidential or proprietary information shall include, but is not limited to:

- Personal or business-related financial data, customer client lists, supplier lists and other information of a proprietary or confidential business nature provided by persons in applications, reports, returns, certifications or other documents submitted to [CalRecycle] which if released would result in harmful effects on the person's competitive position
- Tax information prohibited from disclosure, pursuant to the Revenue and Taxation Code

Accordingly, appropriate documents submitted with an application that are clearly marked, on each page, "confidential or proprietary information" will be treated by CalRecycle pursuant to the procedures set forth in 14 CCR sections 17041-17046. However, the law does not treat documents marked as "confidential or proprietary information" (such as sales brochures, promotional literature and other general non-financial documents) as confidential if they do not fall within the categories of protected financial documents listed above.

### What if there is a question about what is confidential?

If CalRecycle receives a request to disclose data claimed by the applicant to be confidential, CalRecycle would notify the applicant of the request and state that the

documents were under review to determine whether information was correctly identified as “confidential.” If there was any question as to whether specific information was confidential, CalRecycle would contact the person(s) identified in the application to provide a justification and statement why the information is confidential. The process for evaluating confidentiality claims is set forth in section 14 CCR 17046.

**What program procedures will keep information confidential?**

Financial information will be evaluated and analyzed only by CalRecycle staff, kept confidential, and will be maintained with restricted access. Grantee businesses agree to provide specific key financial information for three years to develop benchmarks to evaluate the program. Records no longer needed to provide the services offered under the grant program are periodically destroyed, when allowed by audit policies and state law.

# Application Instructions

## Application Access

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

To start an application:

1. Log in to [GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>).
2. Select **Apply for a Grant** on the left.
  - All open grant cycles are displayed in a table.
3. Find Local Enforcement Agency Grant, EA32: FY 2021–22 and select **Start Application**.
  - A pop-up window will appear asking for contact information. If you have an existing GMS Account, the information may be auto populated.
  - GMS will automatically add you as the Primary Contact for the new grant application however, you may update this later.
4. Click **Save**.

## GMS Tabs - Application Contents and Instructions

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

The applicant is responsible for a complete application. This includes signing documents, uploading required documents, and submitting the application by the due date(s). Failure to do so will result in disqualification from the EA32 Grant Program.

Examples of disqualifications may include:

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

### Summary Tab

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

## Applicant/Participant Tab

The applicant name is the legal name of the entity that is legally responsible for grant administration, if awarded.

1. Select the **Add Applicant/Participant** button and type in the **Applicant Name** and **County**. Do not enter your personal name.
2. Search the table for the correct applicant name and select **Add Applicant/Participant**.
3. Choose the **Lead Participant** radio button and click **Save**.
  - Every application must have a Lead Participant even if it is an individual application with no participating jurisdictions.

If the Participant Search List does not contain your Applicant/Participant name:

1. Click on **Add New Applicant/Participant**.
2. Enter the **Applicant/Participant Name** as it appears on the Resolution. Do not include the department or unit name. Do not enter your personal name.
  - List county names with the name first followed by the word "County," e.g., "Sacramento County."
  - List city names as "City of" followed by the city's name, e.g., "City of Sacramento."
3. Complete all required fields then click **Save**.

For Regional Applications, add the name of each eligible participating jurisdiction and select the Participating Jurisdiction radio button.

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

## Detail Tab

Complete this tab as follows:

1. Enter a dollar amount in the **Grant Funds Requested** field. Do not exceed the maximum grant award amount listed in the Estimated Awards. Please round all amounts to the nearest whole dollar.
2. Enter the **Assembly Districts and Senate Districts**. To select more than one district hold the "Ctrl" key while selecting the numbers.
3. To request an advance of grant funds, check the **Request Advance Payment** box. If you are electing to receive a reimbursement payment, skip this section.
4. Enter the applicant's **Department Name**, e.g., "General Services." If the applicant does not have a department, enter the applicant's name.
5. Enter the grant payment mailing address.
6. **Project Summary/Statement of Use:**
  - a. A Statement of Use is a general description of how the applicant intends to use grant funds to benefit its solid waste facilities permit and inspection program.
  - b. Example:
    - i. The goal of our solid waste program is to protect public health, safety, and the environment with regard to solid waste facilities within our jurisdiction. Example County's Environmental Health Division intends to use FY 2021–22 LEA grant funds to perform

inspections, purchase new safety and computer equipment, conduct medical monitoring (annual check-up and tests for enforcement staff who perform inspections at solid waste facilities), and for maintenance on vehicles assigned to the LEA Solid Waste Program. Any interest earned will be used for training and education.

7. The Project Summary/Statement of Use should align with the proposed expenditures under the Budget categories identified in the Budget
8. Select the appropriate option for the Resolution and optional Letter of Designation.

### Contacts Tab

CalRecycle requires the application to have only one Primary Contact and at least one Signature Authority. Each application contact may be granted access by checking the box on the top of the contact's detail screen. The contact will be able to log in to GMS using their own CalRecycle WebPass and access the application.

- **Primary Contact.** One person who the Signature Authority or their designee has authorized to manage and oversee the grant. This person will be the first contact with whom the Grant Manager will communicate.
- **Signature Authority.** The person(s) authorized to sign CalRecycle documents, such as grant applications, grant agreements, etc., as authorized by a board/council-adopted Resolution, or Letter of Designation. **You must enter an email address for the Signature Authority.**
- **Secondary Contact.** A person authorized (by the Primary Contact or Signature Authority or their designee) as the alternate person with whom the Grant Manager will communicate. (Not required)
- **Consultant.** A professional who provides advice in an area of expertise. If CalRecycle awards a grant to the applicant, the consultants may manage the grant or only conduct specific activities, based on a written agreement between the applicant and the consultant outlining work to be performed. (Not required)

### Budget Tab

Select the applicable budget category and enter a dollar amount and budget detail information as listed below. The Total must equal the Grant Funds Requested amount shown on the Detail tab.

If the Request Advance Payment box was checked to request an advance of grant funds, and the grantee intends to utilize the interest accrued on the advance payment, enter a note in the Budget Detail section of the appropriate Budget category. For example: "Interest earned will be spent in this category."

Budget categories are as follows:

- **Analysis/Evaluation/Testing/Demo** (expenses related to analysis and testing, equipment calibration, certification, demonstrations, site studies, and consultants)
- **Compliance/Inspection/Visit/Enforcement** (expenses related to legal counsel, inspection, enforcement, compliance, and consultants that support the applicant's solid waste facilities permit and inspection programs)
- **Education** (expenses related to providing education and outreach materials to local

- jurisdictions, businesses, and the public)
- **Equipment** (expenses related to the purchasing of tools, instruments, equipment, personal protection gear, tablets, and laptops as well as the maintenance of equipment essential for the inspection of solid waste facilities)
  - **Personnel** (staff expenses related to conducting inspections such as salaries, benefits, physicals, and vaccinations)
  - **Training** (expenses related to the training of LEA staff such as training materials, publications, periodicals, memberships, CalRecycle trainings, solid waste management conferences, and related costs)
  - **Transportation** (expenses related to inspections such as maintenance of LEA vehicles, fuel expenses, and mileage)

### **Documents Tab**

See the Application Documents section in the Summary tab for documents that must be uploaded in the Documents tab.

When uploading a document, enter a document title, select the appropriate document type from the drop-down list, and enter the date that it was executed/signed, if applicable, or select “today’s date.”

## **Application Submittal and Deadline**

The **Submit Application** button located in the Summary tab will be enabled after all required documents have been uploaded.

Click the **Submit Application** button and the application status will change to **Submitted**. You can only submit the application once, however, you may upload the following documents until the secondary due date: Resolution, Letter of Designation, and Letters of Authorization.

You must submit your application no later than 11:59 p.m. on May 4, 2021. Customer service will be available until 4:00 p.m. on the application due date either by emailing [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov) or calling (916) 341-6228.

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

# Application Documents

## Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

**Note:** The e-Signature must be the Adobe Digital ID 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, will be considered as incomplete and may be sent back to the applicant.

Once the document(s) have been signed by the Signature Authority, you must scan the wet signature, or upload the digitally signed document and save it to GMS. Retain the original document for potential CalRecycle audits (see Audit Consideration section of the Procedures and Requirements document for more information).

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

## CalRecycle Documents

CalRecycle documents are on the Summary tab in the Application Documents section. To access a document, click on the link, open it up, fill it out, save it to your computer, and upload it to the Documents tab. If you are having trouble with a document, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov) or call (916) 341-6228.

Altered or reproduced CalRecycle documents or templates may result in automatic disqualification of your application. Unless a document specifies that it may be reproduced as necessary, **do not** alter CalRecycle documents.

Below is a list of the documents:

### Application Certification

The Application Certification is a required application document that must be generated from GMS.

After you have completed each tab of the application and uploaded the required documents, generate the Application Certification from the Summary tab. Once the Application Certification is signed, upload it to the Documents tab.

## Applicant's Documents

Below is a list of documents that the applicant is responsible for preparing and uploading to their application. For examples/templates of some of these documents, please refer to the Summary tab. Retain the original hard copy documents for potential CalRecycle audits (see Audit Consideration section of the Procedures and Requirements for more information).



## Resolution

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

Resolution requirements vary for individual applications and Regional applications as described in the following sections. For Resolution templates refer to the [Resolution and Letter Examples](https://www.calrecycle.ca.gov/Funding/SampleDocs) (<https://www.calrecycle.ca.gov/Funding/SampleDocs>) web page. CalRecycle staff are available to answer questions about the Resolution, or to review your draft Resolution to ensure it meets the requirements of the grant program.

## Draft Resolutions

We strongly encourage applicants to email draft Resolutions for review. If you would like CalRecycle to review your draft Resolution, please email the document in Word Format to [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov), and let us know if your application is a Regional application or an individual application. You may upload the Resolution to your GMS application as a Draft Resolution, but there is no guarantee that CalRecycle will review it prior to the secondary due date when Resolutions are due.

## Individual Application Resolution Requirements:

- The Resolution must authorize submittal of an application for one or more specifically named CalRecycle grant(s) or for all CalRecycle grants for which the applicant is eligible.
- The Resolution must identify the time period, up to five years, during which the authorizations are valid.
  - Five years is encouraged; however, periods of less than five years are acceptable.
  - If a Resolution does not specify a time period, CalRecycle will consider the Resolution valid for one year from the date of adoption.
- The Resolution must identify the Signature Authority by listing the job title of the person(s) authorized to sign all grant-related documents necessary to implement and close-out the grant(s).
  - (Optional but encouraged) The Resolution should authorize the Signature Authority to delegate their signature authority to another person identified by job title. Applicants can only submit a Letter of Designation if the corresponding Resolution includes designee language.

**Note:** The Signature Authority must sign a Letter of Designation **prior** to the designee's exercise of their authority.

## Regional Application Resolution Requirements:

- The Lead Participant (Lead) must submit an approved Resolution that authorizes it to act as a lead on behalf of itself and the participating entities.
- If the Resolution is valid for more than one year, it is highly recommended that:
  - the list of participants be provided as an attachment rather than embedded in the Resolution, and
  - the Signature Authority be authorized to revise the list as necessary with each subsequent application (this allows a Signature Authority to add or remove

participants with each new application without the necessity of obtaining a new Resolution).

- Participants must provide a Letter of Authorization (LOA) to the Lead, authorizing the Lead to act on its behalf. LOA(s) may be valid for as long as the Lead's Resolution is valid, not to exceed five years, otherwise, if no time period is specified, the LOA will be valid for only one year from the document date. The applicant must upload copies of the LOA(s) no later than the secondary due date.

### **Letter of Designation**

CalRecycle requires a Letter of Designation (LOD) only when the Signature Authority identified in the approved Resolution chooses to delegate their signature authority to another person.

The approved Resolution must indicate the Signature Authority's ability to delegate or designate their authority. The applicant must upload the LOD **prior** to the designee's exercise of their authority. If the designee signs an application document in place of the Signature Authority, the applicant must upload the LOD with their application.

The LOD must:

- Be on the applicant's letterhead.
- Be signed by the Signature Authority.
- Include the job title of the designee and the scope of the designee's authority.
- Include the time period during which the designee may exercise the authority.
  - The designee's authority may not extend beyond the effective date of the approved Resolution. For example, if the Resolution is effective until December 31, 2021, then the Letter of Designation may not be effective beyond December 31, 2021. If the letter does not identify a valid time period, the letter will follow the same time frame as the Resolution.

For LOD templates refer to the [Resolution and Letter Examples](https://www.calrecycle.ca.gov/Funding/SampleDocs) (<https://www.calrecycle.ca.gov/Funding/SampleDocs>) web page.

### **Letter of Authorization**

Applicants may use a Letter of Authorization (LOA) for grants that allow for Regional applications. The Participating Entity prepares the LOA and gives the Lead Participant authorization to apply for and to act on its behalf in the implementation and administration of the grant/program.

The Lead must upload the LOA no later than the secondary due date or CalRecycle will remove the Participating Entity(ies) from the application.

### **Letter of Authorization Requirements:**

The LOA must:

- Be on the Participant's official letterhead.
- Be signed by an individual authorized to contractually bind the Participating Entity.
- Be valid for as long as the Lead's Resolution, not to exceed five years, otherwise the participating entity must date the letter within the last 12 months.
- Authorize the Lead to submit a Regional application and act as Lead Agency on behalf of the Participating Entity.

- Authorize the Lead to execute all documents necessary to implement the grant.

For LOA templates refer to the [Resolution and Letter Examples](https://www.calrecycle.ca.gov/Funding/SampleDocs)  
(<https://www.calrecycle.ca.gov/Funding/SampleDocs>) web page.

# **Grant Review and Award Process**

## **Grant Application Review Process**

After the close of the application period, CalRecycle staff will review the applications for completeness and eligibility. Only complete applications will be considered for award.

## **Grant Award Process**

For qualifying applications, CalRecycle staff will develop funding recommendations for the consideration and approval of CalRecycle's Director, or their designee; CalRecycle tentatively schedules this for June 2021. CalRecycle reserves the right to partially fund or fund individual phases of selected proposals, and CalRecycle may fund an amount less than requested.

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

## **Grant Award Conditions**

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

1. The recommended grantee must pay all outstanding debts due to CalRecycle, or bring current outstanding payments owed to CalRecycle, within 60 days of the award email date.
2. The recommended grantee's Signature Authority (or their delegated signature authority) must sign and return the Grant Agreement to CalRecycle. CalRecycle must receive the signed Grant Agreement within 60 days of the date of the award email.

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

# Grant Program Administration

## Grant Agreement

The Grant Agreement binds the Grantee to CalRecycle's requirements as outlined in the Grant Agreement documents. CalRecycle now sends the Grant Agreement Cover Sheet electronically to allow for a certified e-signature using Adobe Sign.

These documents shall guide the grantee's administration of the grant project.

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

- **Award email**
- **Grant Agreement Cover Sheet (CalRecycle 110)**
- **Exhibit A: Terms and Conditions**
  - Contain CalRecycle standard legal requirements for grants
- **Exhibit B: Procedures and Requirements**
  - Contain specific requirements for administering this grant, including but not limited to project, reporting, and audit requirements
- **Exhibit C: Grantee's approved application with revisions, if any, and any amendments**
- **e-Signature Instructions for Awardees**
  - Contains instruction on how to sign the Grant Agreement Cover Sheet using Adobe Sign

## Reporting Process

CalRecycle requires grantees to report on the progress of their grant on the Final Report. It is due on October 27, 2022. The Procedures and Requirements document contains detailed reporting information and deadlines.

## Payment Request Process

CalRecycle will retain 10 percent of each approved Payment Request amount until the Grant Manager approves the Final Report, the final Payment Request, and all required supporting documentation. The Procedures and Requirements document contains detailed payment information.

### Advance Payment

As provided for in the Terms and Conditions, CalRecycle may advance up to 90 percent of the grant funds to the grantee. The remaining 10 percent shall be reimbursed to the grantee upon satisfactory completion of the Grant Agreement and approval of the Final Report.

**The advance payment will not be processed until the previous cycle's advance has been fully reconciled and any money owed is paid to CalRecycle.**

**Please Note:** Since Grant Agreements are now signed electronically, the process for requesting an advance payment has changed. Please follow these steps to request an advance payment:

- Ensure the Request Advance Payments checkbox located on the Detail tab in GMS is checked before submitting your application.
- Once you have received your Executed Grant Agreement, complete a Grant Payment Request Form (Form 87). The requested amount should be the total grant award (10% will be withheld from the total requested amount).
- Upload the Payment Request to the Documents tab in GMS.
- Send a note to your CalRecycle Grant Manager indicating the Payment Request has been uploaded.

Upon receipt of advanced grant funds, the grantee shall deposit and maintain, until expended, all grant funds in an interest-bearing account within a federally insured financial institution. The Grantee shall maintain a separate accounting system for the grant funds including the earned interest. All earned interest must be tracked for reporting purposes.

Grant funds must be used for eligible costs as described in the **Eligible Costs** section in the Procedures and Requirements document, and must be spent in the following order:

1. Advance payment
2. Reimbursement payment (10 percent withhold)
3. Interest earned on advance payment, if approved by the Grant Manager

Any unspent grant funds or unspent earned interest must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

### **Reimbursement Payment**

Grantees that do not check the Advance Payment box in the application will receive payment on a reimbursement basis. The reimbursement payment will be made to the grantee upon satisfactory completion of the Grant Agreement and CalRecycle approval of the Final Report.