Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Health
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6700

AGENDA ITEM: Local Enforcement Agency Grant Agreement EA31-20-0001, for the time period of July 1, 2020 through October 28, 2021, in the amount of $15,022.00

SUPPORTIVE DOCUMENTS ATTACHED: ☒Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $15,022.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: August 21, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Local Enforcement Agency Grant Agreement EA31-20-0001, for the time period of July 1, 2020 through October 28, 2021, in the amount of $15,022.00

Mandated by: Public Resources Code Sections 40000 et seq.

Funding
Budgeted? YesX No

Revenue	$15,022.00	**Local Enforcement Agency Grant**
Expenses	$15,022.00	**Local Enforcement Agency Grant**
Difference	0	

Background Information: For more than a decade the County has applied for a Local Enforcement Agency Grant to fund these mandated programs. At the May 19, 2020 board meeting Resolution 2020-059 was approved authorizing the Public Health Director or his/her designee to submit an application for the Local Enforcement Agency Grant for the securing of grant funds. Per the before mentioned resolution, this grant agreement is being returned to the Board for final approval. Local enforcement agencies (LEA) are designated by the governing body of a county or city and, upon certification by CalRecycle, are empowered to implement delegated CalRecycle programs and locally designated activities. LEAs have the primary responsibility for ensuring the correct operation and closure of solid waste facilities in the state. They also have responsibilities for guaranteeing the proper storage and transportation of solid wastes.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County will not receive the funding to offset the costs of personnel, travel and training budgeted in this program.

Grant Agreement Cover Sheet

Grant Number
EA31-20-0001
Name of Grant Program
2020-21 Local Enforcement Agency Grants
Grantee Name
Sierra County
Taxpayer's Federal Employer Identification Number
Total Grant not to Exceed
$15,022.00
Start of Grant Term
July 1, 2020
End of Grant Term
October 28, 2021

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

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

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

In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

Department/Grantor Name	**Grantee Name**
CalRecycle	Sierra County
Signature of CalRecycle's Authorized Signatory	**Signature of Grantee's Authorized Signatory** (as authorized in Resolution, Letter of Commitment, or Letter of Designation)
X	**X**
Printed Name of CalRecycle's Authorized Signatory	**Printed Name of Grantee's Authorized Signatory**
Sarah Keck	
Title	**Title**
Deputy Director, CalRecycle	
Date	**Date**

Grantee Payment Address
Health and Human Services PO Box 7 Loyalton, CA 96118

Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
$15,022.00		$15,022.00
Grant Year/Program	**Chapter**	**Statute Year**
2020-21 Local Enforcement Agency Grants	6	2020
Org Code	**Reference**	**Fund Code**
3970	101	0387
Enactment Year	**Fiscal Year**	**Fund Title**
2020	2020-21	IWMA

Fi$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39707820	3700000223	5432000

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

Signature of CalRecycle Budget Office	Date
X	08.10.2020

Exhibit A
Terms and Conditions

Local Enforcement Agency Grant Program

Fiscal Year 2020–21

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 of any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources (https://www.calrecycle.ca.gov/laws/regulations/title14), 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.

Exhibit B
Procedures and Requirements
Local Enforcement Agency Grant Program
31st Cycle – Fiscal Year 2020–21

Copies of these Procedures and Requirements should 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, records, and audit requirements.

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

Milestones

Date	Activity
July 1, 2020	**Grant Term and Grant Performance Period Begins**
June 30, 2021	**Grant Performance Period Ends**
July 1, 2021-October 28, 2021	**Report Preparation Period**
October 28, 2021	**Final Report and final Payment Request Due**
October 28, 2021	**Grant Term End**

Grants Management System (GMS)

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

Accessing the Grant

Grantees must log into GMS (https://secure.calrecycle.ca.gov/Grants) using their web pass. After login, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** 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.** Requests reimbursement.
- **Reports tab.** Uploads required reports.
- **Interest.** Reports earned interest on an advance payment.
- **Documents tab.** Uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

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

Prior to Commencing Work

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

Stop Work

CalRecycle may issue a Stop Work Order when an LEA fails to comply with all statutory requirements for Enforcement Program Plan certification or fails to comply with the terms of the Grant Agreement (PCR 43200 and Title 14, California Code of Regulations, Chapter 5, Article 2.3, LEA Grants). When a Stop Work Order is issued, all unspent grant funds Advanced, and interest earned, must be returned to CalRecycle. Grantees that did not request an Advance may request reimbursement for expenses incurred only up to the date of the Stop Work Order.

Reliable Contractor Declaration

Prior to authorizing a contractor(s) (or subcontractor) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14 (https://www.calrecycle.ca.gov/Laws/Regulations/Title14/), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) or subcontractor(s).
If a (sub) contractor is placed on the CalRecycle Unreliable List (https://www.calrecycle.ca.gov/Funding/Unreliability/) after award of this grant, the grantee may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle's form web page (https://www.calrecycle.ca.gov/Funding/Forms/).

A scanned copy of the signed Reliable Contractor Declaration form must be uploaded 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 section above titled Grants Management System.

Grant Term, Grant Performance Period, and Report Preparation Period

The Grant Term begins July 1, 2020 and ends on October 28, 2021. Eligible program costs must be incurred after July 1, 2020 and before the Grant Performance end date. The Grant Performance Period begins on July 1, 2020 and ends on June 30, 2021.

The Report Preparation Period is from July 1, 2021 to October 28, 2021. **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 28, 2021.

Eligible Costs

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, 2020 and before June 30, 2021. 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 should be broken out by the classification(s) of the employee(s), the hourly wage, fringe benefits rate, and 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) of the California Department of Human Resources website. Please consult with the Grant Manager for guidance.

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to EA31 and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to July 1, 2020 or after June 30, 2021, (except for costs incurred during the Report Preparation Period, July 1, 2021–October 28, 2021, 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.
- Any costs incurred after a Stop Work Order is issued by CalRecycle to the LEA for non-compliance with Enforcement Program Plan certification requirements or the Grant Agreement.

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

Budget 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 28, 2021. 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.

The Final Report must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System. An instructional video about uploading a report is also available online at YouTube. (https://www.youtube.com/watch?v=AqqX0DALHZc&feature=youtu.be)

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 this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

Final Report

The Final Report is due no later than **October 28, 2021**, but may be submitted as soon as grant funds are expended. This report should cover grant activities from **July 1, 2020** through **June 30, 2021**. The Final Report Template is located in GMS on the Summary tab under Resources Documents in the Grant Management module. The following items must be included:

1. The Grant Number, Grantee Name, and Grant Term.
2. Budget categories of the approved budget in GMS.
3. Listing of actual costs under each Budget Category. Adequate detail shall 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.) See template for required information.
4. The Final Report must be signed by the Signature Authority indicated in GMS. If the signature authority has changed, contact the Grant Manager.

Grant Payment Information

1. Grantees may request an advance of 100% of the grant award. When the request is approved, the grantee will be advanced 90% and 10% 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.

   Please Note: This Is a New Requirement in EA31
   To be considered for the 90 percent advance payment, the grantee must return the signed original Grant Agreement to CalRecycle and email a scanned copy of the signed Grant Payment Request form (CalRecycle 87) to the LEA Grant Manager within 60 days of the date of the Award notification email. After the 60-day period, all requests for payment must be submitted as reimbursement payments.

2. 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.
3. The grantee must submit a completed Grant Payment Request (Advance or Reimbursement) and provide any supporting documentation requested by the Grant Manager. Supporting documentation may include, but is not limited to, personnel expenditure detail, equipment invoices and/or proof of payment.
4. The grantee must submit the Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
5. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the “Payment Request and Documentation” section.

6. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
7. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Report, have been satisfied.
8. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is received by the Grant Manager. If there are questions about charges, documentation, or form completion, the 45-day clock is stopped pending resolution of any dispute.

Payment Request and Documentation

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

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System. You may also watch an instructional video (https://www.youtube.com/watch?v=0t8yoOfGknM&feature=youtu.be) on YouTube.

If the grantee requested an **Advance Payment**:

- The advance payment will be processed by the Grant Manager in the GMS – Grant Management module after these steps are complete:
    - The Grant Agreement is fully executed
    - The Payment Request form is approved
    - The previous cycle's advance has been fully reconciled
    - Any money owed is paid to CalRecycle
    - Compliance with LEA annual certification requirements have been verified by Waste Enforcement and Evaluation Branch
- The advance payment transaction will be visible to the grantee in GMS after the transaction is completed by the Grant Manager.
- 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. Grantee shall account for the grant funds separately, including the earned interest. Any earned interest must be tracked for reporting purposes as discussed in the Interest section below.
- The grantee must reconcile the approved advance amount in the GMS Grant Management module by submitting a payment request including the final expenditure information.

    1. Go to the **Payment Request** tab.
    2. Click on the **Create a Payment Request** button.
    3. Choose **Advance Reconcile** for the Transaction Type and enter the amount spent in each budget subcategory. The approved advance amount must be reconciled including the 10 percent withhold (total grant award).
    4. When the transaction is complete, click the **Save** button.
    5. Account for interest following the instructions in the Interest section below.

6. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request.

Note: The Final Report must be uploaded in GMS to the Reports tab and the report must be approved by the Grant Manager in order for the Advance Reconcile to be approved**.**

The grantee does not need to submit a Grant Payment Request form for the 10% retention payment. Once 100 percent of the advance has been reconciled, and if the Final Report is approved and the LEA is in compliance with annual certification requirements, the Grant Manager will release the 10 percent withhold for payment.

Grant funds 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

If the grantee did not request an advance payment, a grant payment request for reimbursement must be submitted by the end of the Grant Term.

To submit a Grant Payment Request:

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

   Note: Once a transaction is saved select the transaction number from the Payment Request tab to access it again. Please do not create multiple transactions for the same requested funds.

Note: LEA certification requirement compliance pursuant to Public Resources Code Section 43209(e) and Title 14, California Code of Regulations (14 CCR) Section 18077.

Supporting Documentation

A. A scanned copy of the **Grant Payment Request form** (CalRecycle 87) with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.

   Note: A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

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 spent, 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. 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

All forms listed above can be downloaded from the CalRecycle Grant Forms website (https://www.calrecycle.ca.gov/Funding/Forms).

Audit Considerations

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

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

Application

Generated By: Wendy Box

Application Information

Applicant: Sierra County

Cycle Name: Local Enforcement Agency Grants

Application Due Date: 5/12/2020

Cycle Code: EA31

Secondary Due Date: 6/16/2020

Grant ID: 23306

Grant Funds Requested: $15,022.00

Request Advance Payment: Yes

Matching Funds: $0.00 (if applicable)

Awarded Funds: $15,022.00

Project Summary: With one FTE Environmental Health Specialist and one extra help Environmental Health Specialist, Sierra County currently has one (1) closing landfill and five (5) operating transfer stations that are permitted and inspected. In addition, there are thirteen (13) closed/ inactive/ abandoned (CIA) sites that are also inspected. These solid waste facilities are located throughout an area covering approximately 1,000 square miles. In addition to the regulated facilities, the Environment Health Specialist is also required to respond to solid waste complaints. The Local Enforcement Agency is charged with the responsibility to "...assure that solid, liquid, and hazardous waste are collected, treated, handled, and reclaimed or recycled in such a manner as to prevent the spread of pollution of waters, the creation of nuisances of safety hazards, and the environmental degradation of any kind." (Sierra County Health Services Plan, (1994/95). The Environmental Health Specialist is responsible for performing tasks directly related to solid waste facility permitting and inspections as well as accomplish all the duties encompassed by the Environmental Health Plan.

Applicant/Participant

Name: Sierra County

Lead: X

Federal Tax ID:

Jurisdiction: Sierra-Unincorporated

County: Sierra

Contacts

		Prime	Second	Auth	Cnslt
Elizabeth Morgan	Title: Environmental Health Specialist III	X			
Environmental Health 202 Front St PO Box 7 Loyalton, CA 96118	Phone: 5309936716 Fax: 5309936790 Email: emorgan@sierracounty.ca.gov				
Evelyn de Mello	Title: Enviromental Health Specialist I		X		
Environmental Health P.O. Box 7 Loyalton, CA 96118	Phone: 5309936778 Fax: 5309936790 Email: edemello@sierracounty.ca.gov				
Victoria Clark	Title: Director of Public Health & Social Srvcs			X	
P.O. Box 7 Loyalton, CA 96118	Phone: 5309936707 Fax: 5309936767 Email: vclark@sierracounty.ca.gov				
Shawna Graves	Title: Fiscal Account Technician		X		
Fiscal P.O. Box 7 202 Front Street Loyalton, CA 96118	Phone: 5309936734 Fax: 5309936767 Email: sgraves@sierracounty.ca.gov				
Jamie Franceschini	Title: Contract Analyst III		X		
P.O. Box 7 202 Front Street Loyalton, CA 96118	Phone: 5309936770 Fax: 5309936790 Email: jfranceschini@sierracounty.ca.gov				

Budget

Category Name	Amount
Analysis/Evaluation/Testing/Demo	$0.00
Compliance/Inspection/Visit/Enforcement	$0.00
Education	$0.00
Equipment	$0.00
Personnel	$14,022.00
Training	$200.00
Transportation	$800.00

No Site Information Provided

Documents	Document Title	Received Date
Required		
Application Certification	Application Certification	5/5/2020
Required By Secondary Due Date		
Resolution - Lead Participant	Resolution 2020-059	5/21/2020
Other Supporting Document(s)		
Draft Resolution	Draft Sierra County BOS Resolution	5/5/2020
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.

STATE OF CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CalRecycle)

GRANT PAYMENT REQUEST

CalRecycle 87 (Rev. 2/18)

Complete the information requested.

1. GRANTEE NAME (as appears on grant agreement)	2. GRANT NUMBER (assigned by CalRecycle)	
3. GRANTEE INVOICE NUMBER (optional)	4. PAYMENT REQUEST NUMBER	5. EXPENDITURE PERIOD
6. TYPE OF PAYMENT REQUEST ☐ Advance ☐ Reimbursement ☐ Performance ☐ Final	7. AMOUNT REQUESTED $	

8. SEND WARRANT TO:		
GRANTEE NAME (e.g. organization/business name)		
CONTACT NAME		
ADDRESS		
CITY	STATE	ZIP CODE

9. I certify, under penalty of perjury under the laws of the State of California, that the above information is true and correct and that all costs for which reimbursement is requested herein were incurred in accordance with the above referenced Department Of Resources Recycling And Recovery Grant Agreement.

SIGNATURE OF SIGNATURE AUTHORITY / AUTHORIZED DESIGNEE (as authorized in Resolution, Letter of Commitment, or Letter of Designation)	DATE
PRINT NAME	TITLE

CalRecycle Staff Use Only	
10. REQUESTED AMOUNT	$
11. ADDITIONS OR DEDUCTIONS SUBJECT TO WITHHOLD	$
12. SUBTOTAL	$
13. LESS WITHHOLD (if applicable and authorized in grant agreement)	$
14. ADDITIONS OR DEDUCTIONS NOT SUBJECT TO WITHHOLD	$
15. APPROVED AMOUNT FOR PAYMENT	$
16. COMMENTS	17. DATE RECEIVED

APPROVAL SIGNATURE OF CALRECYCLE GRANT MANAGER	PRINT NAME	DATE APPROVED
APPROVAL SIGNATURE OF CALRECYCLE PROGRAM MANAGER	PRINT NAME	DATE APPROVED

GRANT PAYMENT REQUEST

CalRecycle 87 (Rev. 02/18)

Information and instructions for completing the form.

Item	Title	Description
1.	Grantee Name	Organization or business name as it appears on the grant agreement
2.	Grant Number	Grant number assigned by CalRecycle as it appears on the grant agreement
3.	Grantee Invoice Number (Optional)	Number assigned to the payment request form by the grantee
4.	Payment Request Number	Start with 1 for the first payment request and number all subsequent payment requests consecutively
5.	Expenditure Period	For the costs requested for reimbursement in this grant payment request, insert the first and last dates of the period these costs were incurred
6.	Type Of Payment Request	Reimbursement–the typical payment request is paid on a reimbursement basis Advance–available only upon prior approval of grant manager Performance–applicable for greenhouse gas funded grant programs Final– final grant payment request for the project
7.	Amount Requested	Amount being requested for payment
8.	Send Warrant To	Grantee's name (Organization/Business Name), contact name, address, city, state, and zip code as it appears on grant agreement
9.	Certification	Print or type name and title of person authorized in the resolution, letter of commitment, or letter of designation included with the grantee's application. Authorized person signs and dates
CalRecycle Staff Use Only		
10.	Requested Amount	Amount requested by the grantee
11.	Additions Or Deductions	Additions or deductions to the requested amount determined by the CalRecycle Grant Manager.
12.	Subtotal	Amount subject to the withhold and calculated by the CalRecycle Grant Manager
13.	Less Withhold, (If Applicable And Authorized In Grant Agreement)	Withhold amount authorized in the Grant Agreement and calculated by the CalRecycle Grant Manager
14.	Additions Or Deductions Not Subject To Withhold	Additions or deductions to the requested amount determined by the CalRecycle Grant Manager (e.g., at the end of the grant, the CalRecycle Grant Manager releases the amount withheld)
15.	Approved Amount For Payment	Amount approved for payment by the CalRecycle Grant Manager
16.	Comments	Comments about additions, deductions or general comments related to this payment request
17.	Date Received	Date payment request was received by CalRecycle