


TO: James L. App, City Manager  
FROM: Mike Compton, Director of Administrative Services   
SUBJECT: Used Oil Opportunity Grant  
DATE: February 15, 2000

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Needs: For the City Council to consider adoption of a resolution accepting a grant for a comprehensive oil management program grant from the California Integrated Waste Management Board (BOARD).

Facts:

1. The City Council at their meeting of October 28, 1999 did adopt resolution no. 99-204 authorizing the submission of a grant application for comprehensive oil management program.
2. The City was notified December 30<sup>th</sup> that its grant application was accepted and the grant has been awarded.
3. The City's state mandated Waste Management Plan (AB 939) includes a Source Reduction and Recycling Element (SRRE) providing that the City will implement, among various programs, a used motor oil collection program.
4. Acceptance of the grant award will provide full funding for two years for a used motor oil collection program.

Analysis  
and

Conclusion:

The City's current used motor oil collection needs are being met with only two certified recycling collection centers. During fiscal year 1997/1998, two other certified collection centers, Paso Robles Recycling Center, and Paso Robles Unocal discontinued their recycling collection centers. The two operating certified centers indicate that their oil collection tanks are filled weekly and are forced to turn away many deliveries due to lack of capacity. The City has a need for additional used motor oil collection capacity and other programs such as education to heighten public awareness about the environmental impacts of improper disposal of used motor oil.

The grant, if accepted, will provide full funding for two years for the following used motor oil collection activities:

- a. Implement a curbside used motor oil and oil filter collection program in the City.
- b. Establish used oil and oil filter collection sites at the municipal airport.
- c. Establish pilot program requiring city vehicles to use re-refined oil.
- d. Provide for an expanded public awareness and school education effort.

Concerns previously raised by City shop personnel regarding compatibility of the re-refined oil delivery containers with the current oil delivery equipment has been satisfactorily resolved. The City's recycling consultant has provided assurances that it will be compatible and is re-refined oil vendor is scheduled to meet with shop personnel.

Fiscal

Impact:

If the grant award is accepted, the cost of a comprehensive oil management program for two full years will be reimbursed. The grant funds from the BOARD total nearly \$90,000. It is estimated that

annual cost to maintain the program after grant funding has expired is approximately \$7,000. This cost will be offset by the Used Oil Block Grant monies (approximately \$7,500) received annually from the BOARD. Should these funds no longer be made available by the BOARD, then the City would be forced to cover the \$7,000 from solid waste operations revenues.

Options:

- a. That the City Council adopt Resolution No. 00- accepting the grant award from the California Integrated Waste Management Board and authorize the Director of Administrative Services to execute said grant agreement; or
- b. Amend, modify, or reject the above option.

RESOLUTION NO. 00-

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES  
ACCEPTING A USED OIL OPPORTUNITY GRANT AWARD  
AND AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE  
SERVICES TO EXECUTE THE GRANT AGREEMENT

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WHEREAS, the City Council previously authorized the submission of a used oil opportunity grant application; and

WHEREAS, the California Integrated Waste Management Board has awarded a grant to the City ; and

WHEREAS, the City must execute a grant agreement.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the grant agreement attached herewith as Exhibit "A" is hereby approved and the Director of Administrative Services is authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 15<sup>h</sup> day of February 2000 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Duane Picanco, Mayor

ATTEST:

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Sharilyn M. Ryan, Deputy City Clerk



# California Integrated Waste Management Board



Dan Eaton, Chairman  
1501 E. Orangethorpe Ave Suite 150 • Fullerton, California 92831 • (714) 449-7072  
www.ciwmb.ca.gov

Winston Hickox  
Secretary for  
Environmental  
Protection

Gray Davis,  
Governor

December 30, 1999

Mr. John McCarthy  
Director  
City of El Paso de Robles  
1000 Spring St  
Paso Robles, CA 93446-2534

RECEIVED

JAN 04 2000

DEPT. OF PUBLIC WORKS

RE: Used Oil Opportunity Grant – Fifth Cycle – Grant No. UOG5-99-3005

Dear Mr. McCarthy:

Congratulations on the award of your Fifth Cycle Opportunity Grant. Enclosed is the formal agreement for your grant, which includes the Grant Agreement, Terms and Conditions, and Procedures and Requirements. Also included are copies of the Budget Itemization and the Work Statement for your grant.

Please review all of the enclosed documents and the instructions below:

1. **Award of this grant agreement is conditional upon 1) the return of a complete and properly executed Grant Agreement within ninety (90) days of the mailing date of this Grant Agreement Package by the Board; and 2) full payment by March 14, 2000 of any debt owed by the proposed grantee to the Board. (You have been previously notified if this applies to you.) If these conditions are not within the designated timeframe, you will not receive the grant.**
2. Complete the lines entitled: "Grantee's Signature, Title, Date, and Grantee's Address." Please note the "Authorized Representative" **MUST** be the person identified in your grant application resolution as having signature authority for your jurisdiction(s) for purposes of this grant. If your resolution includes "or designee," you must submit a letter signed by the primary signature authority naming their designee(s).
3. Return only the Grant Agreement with an original signature, keeping the other contract documents for your file. Upon receipt of the signed Grant Agreement your IWMB Grant Manager will process the contract and send you a fully executed copy. Your grant is not final and you cannot request any payment until you receive the fully executed copy.

23-4

**GRANT AGREEMENT**

CIWMB110 (NEW 10/96)

GRANT NUMBER

UOG5-99-3005

NAME OF GRANT PROGRAM

9/2000 Used Oil Opportunity Grants - Fifth Cycle

GRANT RECIPIENT'S NAME

City of El Paso de Robles

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$89,805.00

TERM OF GRANT AGREEMENT

FROM: January 1, 2000

TO: April 30, 2002

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of January, 2000, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and City of El Paso de Robles (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

The Grantee agrees to perform the work described in the Work Statement attached hereto as Exhibit A according to the Budget attached hereto as Exhibit B.

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

Exhibit C - Terms and Conditions

Exhibit D - Procedures and Requirements

Exhibits A, B, C, and D attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

The State agrees to fund work done by the Grantee in accordance with this Agreement up to the Total Grant Amount Not to Exceed specified herein.

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

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE'S NAME (PRINT OR TYPE)	
SIGNATURE		City of El Paso de Robles	
Ralph E. Chandler, Executive Director		GRANTEE'S SIGNATURE	
DATE	TITLE	DATE	
	(Authorized representative)		
GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)			
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
\$89,805.00	1999/2000 Used Oil Opportunity Grants - Fifth Cycle		CA Used Oil Recycling
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$89,805.00	3910-602-0100	817	1991
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	6100-51843-702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
<i>Shirley Rosano</i>		12-23-99	

## EXHIBIT A

### TERMS AND CONDITIONS

For

Local Government Used Oil Opportunity Grant – Fifth Cycle

**Award of this grant is conditioned upon 1) the return of a complete and executed Grant Agreement within ninety (90) days of the mailing date of this Grant Agreement Package by the Board; and 2) full payment by March 14, 2000 of any outstanding debt owed by the proposed grantee to the Board.**

1. Definitions. The following terms used in this Agreement have the meanings given to them below, unless the context clearly indicates otherwise.
  - a. "Board" means the California Integrated Waste Management Board.
  - b. "Executive Director" means the Executive Director of the Board, or his or her designee.
  - c. "State" means the State of California, including, but not limited to, the Board and/or its designated officer.
  - d. "Grant Manager" means the Board staff person responsible for monitoring the grant.
  - e. "Grantee" means the recipient of funds pursuant to this Agreement.
2. Availability of Funds. The Board's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for the grant.
3. Payment.
  - a. The Budget attached and incorporated herein by reference to this Agreement as Exhibit D states the maximum amount of allowable costs for each of the tasks identified in the Work Statement attached and incorporated herein by reference to this Agreement as Exhibit C. The Board shall reimburse the Grantee for only those services specified in the Work Statement at only those costs specified in the Budget.
  - b. The Grantee shall carry out the work described on the Work Statement in accordance with the Budget, and shall obtain the Board's written approval of any changes or modifications to the Work Statement or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
  - c. The Grantee shall request reimbursement in accordance with the procedures described in Exhibit B attached and incorporated herein by reference to this Agreement.
4. Stop Work Notice. Immediately upon receipt of a written notice to stop work, the Grantee shall cease all work under this Agreement.
5. Failure to Perform as Required by This Agreement. The Board will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's (a) investigation and application of

technologies, processes and devices which support reduction, reuse and/or recycling of wastes; or (b) cleanup of the environment; or (c) enforcement of solid waste statutes and regulations, as applicable. Therefore, if the Grantee fails to perform as required by this Agreement, the Board shall consider reimbursing the Grantee only for work performed under the grant which resulted in (a) information, a process, usable data or a partial product which can be used to aid in reduction, reuse and/or recycling of waste; or (b) the cleanup of the environment; or (c) the enforcement of solid waste statutes and regulations, as applicable. The Executive Director shall determine in his or her sole discretion what work qualifies for reimbursement under this section.

6. Forfeit of Grant Funds/Repayment of Funds Improperly Expended. If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to the Board any funds improperly expended.

7. Discretionary Termination. The Executive 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. In the case of early termination, a final payment shall be made to the Grantee for work which qualifies for reimbursement under this Agreement, including, but not limited to adjustments made pursuant to Section 6 hereof, upon receipt of a financial report and invoices covering costs incurred prior to termination and a written report describing all work performed by the Grantee to the date of termination.

8. Force Majeure. Neither the Board 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 or flood, or other contingencies unforeseen by the Board or the Grantee, its contractors, vendors or subcontractors and beyond the reasonable control of such party.

9. Audits/Records Access. The Grantee agrees that the Board, the State Controller's Office, the State Auditor General's Office, and the Department of Finance, or their designated representatives, for the purposes of reviewing and conducting audits, shall have an absolute right of access to review and copy all of the Grantee's records pertaining to this Agreement including, but not limited to, the Grantee's contractors, subcontractors, vendors, and any entity receiving benefit from the grant funds. Grantee agrees to allow the auditor(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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. These records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon request for the indicated reviews and/or audits. Such records shall be retained for at least three (3) fiscal years after the fiscal year in which the funds were dispersed, or three (3) fiscal years after the fiscal year in which the funds were expended, or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, whichever is later.

The Grantee may find it helpful to share the *Terms and Conditions* and the *Procedures and Requirements* with Grantee's finance department. 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 and change orders, and invoices and/or canceled checks.

10. Contractors and Subcontractors. The Grantee will be entitled to make use of its own staff and such contractors and/or subcontractors as are mutually acceptable to the Grantee and the Board. Any change in contractors and/or subcontractors must also be mutually acceptable to the Grantee and the Board. Upon termination of any contractor and/or subcontractor, the Grantee will notify the Grant Manager for the Board or the Executive Director immediately. All provisions of these Terms and Conditions will apply to contractors and subcontractors.

11. Site Access. The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for 30 days after completion of the work.

12. Publicity and Acknowledgement. The Grantee shall acknowledge the Board's support each time projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures or other type of promotional material.

13. Confidentiality/Public Records. The Grantee and the Board acknowledge that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Chapter 3.5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6250). The Board agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the Board, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

14. Ownership of Drawings, Plans and Specifications.

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

b. The Grantee shall inform its contractors and vendors of the contents of this section and require them to agree that the Board shall own said copies and use them in any manner it wishes without additional payment to the Grantee, its vendors, contractors or subcontractors. The Grantee shall also require its contractors to inform their subcontractors of the contents of this section and require such contractors to make the same agreement. The Grantee shall include the following or similar language in any contracts between the Grantee and its contractors for work under the grant which could result in the production of documents described in this section, and the Grantee shall require its contractors to include the following or similar language in any such contracts with their subcontractors:

"The parties agree that the California Integrated Waste Management Board (the "Board") shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof developed pursuant to this Agreement, in accordance with the terms and conditions of the



Grant Agreement between [insert the Grantee's name] and the Board dated [insert date of this Agreement]." Copies of such documents shall be delivered to the Board upon request. The parties agree that the Board shall have the full right to use said copies in any manner when and where it may determine without any claim on the part of the parties hereto or their vendors or subcontractors to additional payment. "

15. Copyrights and Trademarks.

a. The Grantee assigns to the Board any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part with grant funds, including the right to register for copyright or trademark of such materials. Upon written request by the Grantee, the Board may, at the Executive Director's sole discretion, give written consent to the Grantee to retain all or any part of the ownership of these rights.

b. As used herein, "copyrightable material" includes all materials which may be copyrighted as noted in Title 17, United States Code, Section 102, including the following: 1) literary works, 2) musical works, including any accompanying words, 3) dramatic works, including any accompanying music, 4) pantomimes and choreographic works, 5) pictorial, graphic and sculptural works, 6) motion pictures and other audio visual works and 7) sound recordings.

c. As used herein, "trademarkable material" means any material which may be registered as a trademark, service mark or trade name under the California Trademark Law, Chapter 2, Division 6 of the Business and Professions Code ("B&PC") (commencing with Section 14200). "Trademark" is defined in B&PC Section 14207. "Service mark" is defined in B&PC Section 14206. "Trade name" is defined in B&PC Section 14208.

d. The Grantee shall inform its contractors and vendors of the contents of this section and require them to agree that the Board shall own all copyrightable materials produced pursuant to this Agreement. The Grantee shall also require its contractors to inform their subcontractors of the contents of this section and require such subcontractors to make the same agreement. The Grantee shall include the following or similar language in any contracts between the Grantee and its contractors for work under the grant which could result in copyrightable material or trademarkable material created or developed in whole or in any part with grant funds, and the Grantee shall require its contractors to include the following or similar language in any such contracts with their subcontractors:

"The parties agree that all copyrightable or trademarkable materials (including, but not limited to, artwork, graphics, literary works, musical works, motion picture and other audio-visual works, sound recordings, and materials which may be registered as trademarks, service marks or trade names) developed pursuant to this Agreement shall be the property of the California Integrated Waste Management Board (the "Board"), in accordance with the terms and conditions of the Grant Agreement between [insert the Grantee's name] and the Board dated [insert date of this Agreement]."

16. Patents. The Grantee assigns to the Board all rights, title and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Upon written request by the Grantee, the Board may, at the Executive Director's sole discretion, give written consent to the Grantee to retain all or any part of the ownership of these rights.

17. 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 the Board 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 the Board for such purposes.

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.

18. Recycling Certification. The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code (PCC), Sections 12161 and 12200, in materials, goods, supplies, or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the PCC, Sections 12161 and 12200. Grantee may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

19. Nondiscrimination Clause. During the performance of this grant, the Grantee, its contractors, vendors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and its contractors, vendors and subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment. Grantee, its contractors, vendors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors, vendors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

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

21. Drug-Free Workplace Requirements. Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

- c. Provide that every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in termination of the Agreement and Grantee may be ineligible for award of any future State Agreements if it is determined the Grantee has failed to carry out the requirements as noted above. (GC 8350 et seq.)

22. National Labor Relations Board Certification. Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a Federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

23. Child Support Compliance Act. For any agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code Section 7110, 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of Family Code; and
- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

24. Compliance. The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits. The Grantee shall provide evidence that all local, state and/or federal permits, licenses, registrations and approvals for the purposes for which grant funds are to be expended have been secured. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds. Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharged requirements or discharged prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

25. Disputes.

a. If the Grantee and the Executive Director fail to agree on a matter relating to this Agreement, the Board shall, upon the request of the Grantee or the Executive Director, consider and make a determination regarding the matter.

b. Notwithstanding this section, the Grantee shall have no right to request that the Board make any determination regarding any matter committed by this Agreement to the sole discretion of the Executive Director.

26. Governing Law. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

27. Venue. 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. The parties hereby waive any right to any other venue.

28. 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.

29. Grantee's 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.

30. Grantee's Indemnification and Defense of the State. Grantee agrees to indemnify, hold harmless and defend the State, its officials, officers, agents, employees and servants, against any and all liabilities, losses, claims, demands, damages, actions, suits, judgments, costs and expenses (including, but not limited to, attorneys' fees and costs), of whatsoever character or kind, arising out of, resulting from, or in any way connected with or incident 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, including, but not limited to, any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

31. No Agency Relationship Created. The Grantee, its contractors, vendors, subcontractors, agents and employees, shall act in an independent capacity in the performance of this Agreement and not as officers, employees or agents of the State.

32. Assignment, Successors and Assigns.

a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the Board's prior written consent.

b. The provisions of this Agreement shall be binding upon and inure to the benefit of the Board and the Grantee and their respective successors and assigns.

33. 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 in the Agreement is binding on any of the parties.

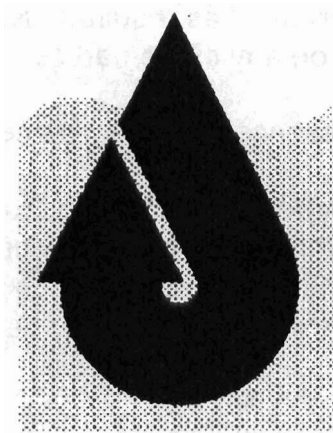
34. Time of the essence. Time is of the essence of this Agreement.

35. Severability. If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions shall 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.

36. Communications. All communications from the Grantee to the Board shall be directed to the Grantee's assigned Grant Manager, California Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, CA 95826. All notices required by this Agreement shall be given in writing and sent by prepaid mail, by personal delivery, or by FAX followed by prepaid mail or personal delivery.

37. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

38. 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.

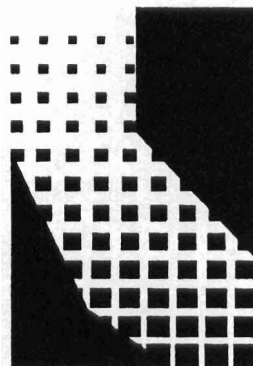


**RECYCLE  
USED OIL**

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## **PROCEDURES AND REQUIREMENTS**

**LOCAL GOVERNMENT USED OIL  
OPPORTUNITY GRANT  
FIFTH CYCLE  
January 2000**



**Integrated  
Waste  
Management  
Board**

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# Procedures and Requirements

## Local Government Used Oil Opportunity Grant

### Fifth Cycle

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The California Oil Recycling Enhancement Act (Statutes of 1991, Chapter 817) authorizes the California Integrated Waste Management Board (CIWMB) to offer Used Oil Opportunity Grants to local governments for costs associated with local or regional used oil collection programs. These are the *Procedures and Requirements* for the Opportunity Grants awarded by the CIWMB. This document is incorporated by reference into each Opportunity Grant Agreement.

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<b>Questions?</b>	Please direct any questions regarding this document or your Opportunity Grant Agreement to your CIWMB grant manager at their direct telephone number or at (916) 255-2891.
<b>Where to send reports, payment requests, etc.</b>	Send your reports, payment requests, and all other written correspondence to your CIWMB grant manager's attention at:  <p style="text-align: center;">Grants and HHW Section California Integrated Waste Management Board 8800 Cal Center Drive, Mail Station 4 Sacramento, CA 95826</p>
<b>Eligible Costs</b>	All costs must be only for budgeted activities in the approved budget and work statement and incurred within the grant term. All products purchased with grant funds must contain the maximum amount of recycled material available when quality and price are comparable. Please contact your CIWMB grant manager if you have any questions concerning eligible costs.
<b>Ineligible Costs</b>	Any costs not directly related to the implementation of local or regional used oil collection programs are ineligible for grant funding. The activities, products, or costs listed below are specifically identified as ineligible. If you have any questions regarding ineligible costs contact your CIWMB grant manager. <ul style="list-style-type: none"><li>• Costs incurred prior to January 1, 2000 or after April 30, 2002</li><li>• Costs currently covered by another CIWMB loan or grant</li><li>• Purchasing or leasing of land</li><li>• Remediation</li><li>• Enforcement activities</li><li>• Purchasing or leasing of vehicles for use by non-governmental agencies</li><li>• Overtime costs (except for local government staffing during evening or weekend events when law or labor contract requires overtime compensation)</li><li>• Out-of-state travel</li></ul>



- Any food or beverages (e.g. as part of meetings, workshops, training, or events)
- Public education costs not directly tied to used oil collection
- Preparation of HHW Elements
- Profit or markup by the grantee
- Any costs that are not consistent with local, State, and federal guidelines and regulations
- Cell phones and pagers
- Development of school curricula

## Publicity & Education

### Tips:

Remember to establish overall objectives for your campaign (e.g. increase hotline calls by 15% or increase collection by 10%)

Determine the target audience then choose the best method to reach them (e.g. TV, radio, news ads, sport event programs, etc.)

Include an action step (e.g. "Call this number for list of collection opportunities.")

Submit a final draft of all publicity or educational materials to your CIWMB grant manager for approval prior to production (FAX number for all CIWMB grant managers is (916) 255-2318 or 255-0690). Any materials developed or purchased by a contractor must be approved by the grantee before submission to the CIWMB. If your CIWMB grant manager requests changes, incorporate them and submit a revised draft for approval prior to production.

**Note:** Do not begin production until you have received approval from your CIWMB grant manager. You may not be reimbursed for expenditures that have not received approval. Also, your CIWMB grant manager may determine that not all costs are reimbursable.

### **All publicity and education materials must:**

- Provide specific information on reducing the illegal disposal of used oil.
- Include the acknowledgment: "Funded by a Grant from the California Integrated Waste Management Board". (Use of the initials "CIWMB" is not sufficient.)
- List all used oil/filter collection opportunities within the targeted community or provide a telephone number to call for information on local collection centers. In order to reduce the number of "midnight drop-offs", when collection centers are listed, include language such as: "Call centers for hours of operation and quantities accepted."
- Include the "Used Oil Drop" logo with the words "Recycle Used Oil" below it. Camera-ready art and color specifications are available from the CIWMB at no charge. The used oil graphics are also available on the CIWMB's website at: [www.ciwmb.ca.gov/UsedOil/graphics/default.htm#usedoil](http://www.ciwmb.ca.gov/UsedOil/graphics/default.htm#usedoil). Use the state colors (blue oil drop on gold background) on any material produced in 4 or more colors. (Color designation for professional printing: blue – pantone 286; yellow – pantone 123.)

**Tips:**  
When purchasing premiums be sure they are durable and have a 24 hr. hotline number or a list of certified centers. Also look for premiums with recycled content material.

Evaluate the outcome of your campaign.

Listed below are additional guidelines for publicity and educational materials.

- Allow a minimum of 5 working days for approval of English materials and 10 working days for Spanish materials.
- Attach a sign to all vehicles and other large pieces of equipment purchased with CIWMB grant funds which displays the "used oil drop" logo and states, "**Funded by a grant from the California Integrated Waste Management Board**". Signs that fulfill this requirement are available from the CIWMB at no cost. If you want to develop your own sign, your CIWMB grant manager must approve it.
- Include two (2) copies of final publicity or educational materials with the next report you submit to your CIWMB grant manager.

See the requirements in the Final Report section (page 7) if you plan to produce a TV or Radio PSA.

The CIWMB has a clearinghouse of publicity and educational materials produced through used oil and HHW grants. You may wish to use some of these materials for your campaign; however, they still must be reviewed and approved by your CIWMB grant manager to determine if they are appropriate for this grant. Contact your CIWMB grant manager if you would like to set up an appointment to view the clearinghouse materials or for additional information about the clearinghouse.

**Copyrights, Trademarks, Patents, etc.**

Copyrights, trademarks, patents, etc. for anything produced with grant funds, including materials created by a contractor or vendor, becomes the property of the CIWMB. For additional information consult the *Terms and Conditions* or contact your CIWMB grant manager.

**Reporting & Expenditure Categories**

Use the following categories when preparing reports and payment requests to ensure prompt and complete reimbursement for eligible costs.

- Use only the categories as shown in your approved budget itemization for this grant.
- Assign personnel time to the "Personnel/Other" category.
- Include all expenses in each of the following categories:

**Permanent Collection Facilities:** Establishment, expansion, or operation of used oil collection centers or permanent household hazardous waste collection facilities.

**Temporary or Mobile Collection:** One day collection events, intermittent collection events, or mobile collection (other than residential collection).

**Residential Collection:** Establishment, continuation, or expansion of curbside

or door-to-door collection.

**Publicity and Education:** Development, printing, and distribution of publicity or educational materials.

**Load checking:** Inspection of loads at solid waste landfills and transfer stations for used oil/filters.

**Personnel/Other:** Personnel costs or other eligible expenditures that cannot be assigned to another category.

## Reporting

Your CIWMB grant manager may request a report at any time, and has the authority to immediately suspend or terminate the Grant Agreement if reports are not submitted or progress is unsatisfactory.

The lead jurisdiction for a regional project has sole responsibility for reporting on the regional project.

## Progress Reports

A progress report must be submitted with each payment request. At a minimum, a progress report must be submitted every six months even if there are no expenses to be claimed. The reports are due as follows:

<u>Grant Activity Period</u>	<u>Report Due Date</u>
January 1, 2000 – June 30, 2000	August 15, 2000
July 1, 2000 – December 30, 2000	February 15, 2001
January 1, 2001 – June 30, 2001	August 15, 2001
July 1, 2001 – December 30, 2001	February 15, 2002

Each progress report must:

1. State the name of the jurisdiction, the grant number and reporting period.
2. Be arranged by the Reporting and Expenditure Categories for your grant as approved in the Grant Agreement. Address only the categories applicable to your grant. (See page 5 for a list of the categories.)
3. Describe in detail all work completed since the previous progress report. If appropriate for your grant, you may want to use the binder, "Finding Your Way Through the Evaluation Maze," to gather information for your report. When applicable, include photographs of work products produced, equipment and/or structures purchased, and events conducted
4. Be based on the Work Statement approved for your grant. In addition, have there been any special situations or problems encountered that might affect the timeline for completing this grant?
5. Discuss work to be conducted during the next reporting period.
6. Include two (2) copies of each final publicity or educational item produced

during the reporting period unless otherwise directed by your CIWMB grant manager. Be sure to put your Grant Agreement number on all items.

**Important Note:** While the progress reports do not require program assessment and quantitative information, you must track this information throughout the year and provide it to the jurisdiction(s) responsible for producing the semi-annual Block Grant report for which this information is a requirement.

**Final  
Report**

The final report along with the final payment request is due May 31, 2002. The final report must cover the entire term of the grant.

The final report must:

1. State the name of the jurisdiction, the grant number and reporting period.
2. Have a table of contents.
3. Be arranged by the Reporting and Expenditure Categories for your grant as approved in the Grant Agreement.
4. Describe all efforts that were undertaken, continued, and completed as a result of this grant during the entire grant term (January 1, 2000 through April 30, 2002).
5. What are the recommendations for follow-up or ongoing activities and how do they affect future development of your program.
6. Describe the results achieved and problems or special situations encountered. Provide an honest assessment so that the CIWMB staff can advise other grantees.
7. Evaluate the cost effectiveness of your efforts.
8. Describe the impact , if any, on illegal dumping.
9. When applicable, include photographs of work products produced, equipment and/or structures purchased, and events conducted. Attach two (2) copies of all final publicity and education materials unless directed otherwise by your CIWMB grant manager. For those grantees producing a TV or Radio PSA, please comply with the following procedure:

For **TV PSA(s)** – Grantees need to submit a dub-master beta tape. This dub-master should be submitted along with a VHS copy, so that it can be viewed on a standard VCR.

For **Radio PSA(s)** - Grantees need to submit these on CD and audio cassette.

10. List all contractors, subcontractors, and vendors that were used. For each contractor include a name, address, phone number, and a brief statement of work performed.

**Payment  
Requests  
General  
Guidelines and  
Information**

At a minimum, payment requests must be submitted every six months if costs have been incurred and not yet claimed, or any time when you have expended one half or more of your total grant award. However, a payment request may be submitted anytime you have a reasonable (\$1,000) amount of funds to claim. Remember a progress report must be submitted with each payment request.

- Your payment request will be approved when your CIWMB grant manager determines that your payment request is complete and accurate, and all required reports have been submitted and approved.
- Payments will be made to the grantee only.
- Grantees are not eligible to receive the final ten percent (10%) of their total grant award until all conditions stipulated in the Grant Agreement have been satisfactorily completed.
- This is a reimbursement grant, however, requests for advance payment will be considered under special circumstances. Contact your CIWMB grant manager for further information.
- The final payment request must be submitted by May 31, 2002.

**Required  
Documents**

A complete payment request must include the following items in the order listed:

1. **Payment Request Form** - This form must be signed by the individual authorized by the resolution. Please remember to type or print the individual's name and title below their signature. (See Attachment A for form.)
2. **Itemization.** All expenditures must be itemized and arranged by the Reporting and Expenditure Categories for your grant as it was approved. (See pages 5 & 6 for a list of all the categories and Exhibit B for a sample itemization.)
3. **Supporting Documentation** - Submit documentation for all costs claimed on the payment request. Types of acceptable documentation include:
  - a) **Invoices.** Invoices must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased, amount due, and date of purchase.
  - b) **Receipts.** Receipts should include the same information as invoices (see above).
  - c) **Purchase orders with copies of canceled checks.** Purchase orders should include the same information as invoices (see above) and must be accompanied by a copy of a canceled check.
  - d) **Travel Expense Logs.** Document costs related to travel and include supporting documentation. See form for instructions. (See Exhibit C for form.)

**Tip:**  
If only claiming a portion of an invoice, indicate the amount billed to this grant and the funding source for the remaining portion (e.g. another CIWMB grant, local funds, etc.)

**Tip:**  
Copies of the forms are available on the Board's website [www.ciwmb.ca.gov/Grants/Forms](http://www.ciwmb.ca.gov/Grants/Forms)

e) **Personnel Expenditure Summary Forms.** Document personnel expenditures based on actual time spent on grant related activities. (See Exhibit D.) These forms are not required if you have an alternate time reporting method approved by your CIWMB Grant Manager.

4. **Progress Report.** Submit a progress report covering the same time period for which you are claiming reimbursement.

**Services Rendered**

A service is rendered when a grantee has a legal obligation to pay a vendor and the vendor has a right to be paid. The acquisition of a good or service must be initiated within the grant term. Proof of delivery and payment is required before your CIWMB grant manager will approve the final payment. This documentation must be submitted with the final payment request. Questions regarding specific situations should be directed to your CIWMB grant manager.

**Audits**

Grantees are required to use Generally Accepted Accounting Principles in documenting expenditures.

The Grantee agrees that the Board, the State Controller's Office, the State Auditor General's Office, and the Department of Finance, or their designated representatives, for the purposes of reviewing and conducting audits, shall have an absolute right of access to review and copy all of the Grantee's records pertaining to this Agreement including, but not limited to, the Grantee's contractors, subcontractors, vendors, and any entity receiving benefit from the grant funds. Grantee agrees to allow the auditor(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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. These records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon request for the indicated reviews and/or audits. Such records shall be retained for at least three (3) fiscal years after the fiscal year in which the funds were dispersed, or three (3) fiscal years after the fiscal year in which the funds were expended, or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, whichever is later.

The Grantee may find it helpful to share the *Terms and Conditions* and the *Procedures and Requirements* with Grantee's finance department. 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 and change orders, and invoices and/or canceled checks.

**Exceptions**

Exceptions to the provisions of these *Procedures and Requirements* will be considered on a case by case basis. Contact your CIWMB grant manager for instructions on preparing an exception request.

Exhibit D

WORK STATEMENT

22-23

Applicant City of Paso Robles

Date: September 29, 1999

Reporting and Expenditure Category Residential Collection

Activity Number	Description of Activity	Staff or Contractor	Time Period
1	Meet with City's Franchise Hauler, Retrofit Trucks for Collection of Used Motor Oil, Container for Used Oil Filters and Spill Kit. Purchase Used Oil Storage Tank, Oil Collection Containers, Stickers for Containers and Zip Lock Bags for Oil Filters.	Contractor	Jan 1 <sup>st</sup> – Mar 30 <sup>th</sup> , 2000
2	Establish Procedures and Train Drivers. Institute Tracking System and Monthly Reporting Procedures	Contractor	April 1 <sup>st</sup> – May 1 <sup>st</sup> , 2000
3	Sign agreements with City Franchise Hauler. Distribute Containers and Bags and Start Collection	Contractor	June 1 <sup>st</sup> – June 30 <sup>th</sup> , 2000

WORK STATEMENT

2304

Applicant City of Paso Robles

Date: September 29, 1999

Reporting and Expenditure Category Permanent Collection Facilities

Activity Number	Description of Activity	Staff or Contractor	Time Period
1	Meet with Airport Management Staff. Establish Two On-Airport Collection Sites. Purchase Used Oil Storage Tanks, Hazmat Storage Lockers, Oil Collection Containers, Stickers for Containers and Zip Lock Bags for Oil Filters.	Staff/Contractor	Jan 1 <sup>st</sup> – Mar 30 <sup>th</sup> , 2000
2	Establish Procedures and Train Airport Management Staff. Institute Tracking System and Monthly Reporting Procedures	Staff/Contractor	April 1 <sup>st</sup> – May 1 <sup>st</sup> , 2000
3	Hold Used Oil Collection Kick-off Event. Distribute Containers and Bags and Start Collection	Staff/Contractor	June 1 <sup>st</sup> – June 30 <sup>th</sup> , 2000



Exhibit D (Cont.)

WORK STATEMENT

23-25

Applicant City of Paso Robles

Date: September 29, 1999

Reporting and Expenditure Category Personnel/Other (Re-Refined Oil Element)

Activity Number	Description of Activity	Staff or Contractor	Time Period
1	Meet with Fleet Operations/Bus Transportation Maintenance Personnel. Purchase Re-Refined Oil for Vehicles, Transit Buses and Equipment Specifications.	Staff/Contractor	Jan 1 <sup>st</sup> – May 30 <sup>th</sup> , 2000
2	Institute Tracking System and Quarterly Reporting Procedures. Start Re-Refined Oil Usage	Staff/Contractor	June 1 <sup>st</sup> – June 30 <sup>th</sup> , 2000

WORK STATEMENT

23-26

Applicant City of Paso Robles

Date: September 29, 1999

Reporting and Expenditure Category Publicity and Education

Activity Number	Description of Activity	Staff or Contractor	Time Period
1	<p><b>Establish Curbside Used Motor Oil and Oil Filter Collection (Public Sector)</b>                      Develop Brochure Promoting Curbside Used Motor Oil and Oil Filter Recycling.                      Mail Promotional Piece to all Curbside Customers                      Develop and Distribute Door Hangers and Magnets for Multifamily Housing Units</p>	<p>Staff/Contractor                      Staff/Contractor                      Staff/Contractor</p>	<p>Jan 1<sup>st</sup> – June 1<sup>st</sup>, 2000                      Jan 1<sup>st</sup> – June 1<sup>st</sup>, 2000                      Jan 1<sup>st</sup> – June 1<sup>st</sup>, 2000</p>
2	<p><b>Establish Used Motor Oil and Oil Filter Collection Sites at Airport (Pilot Community Focus)</b>                      Develop and Design Promotional Materials for Kick-off Event, (i.e., Oil Funnels)                      Schedule Event and Conduct Presentations at Event</p>	<p>Staff/Contractor                      Staff/Contractor</p>	<p>Jan 1<sup>st</sup> – June 1<sup>st</sup>, 2000                      June 1<sup>st</sup> – June 30<sup>th</sup>, 2000</p>
3	<p><b>Used Motor Oil Recycling and Re-Refined Oil Merits (School Education Focus)</b>                      Design and Develop School Education Program                      Design and Develop Promotional Materials for Distribution to Students                      Conduct Presentations</p>	<p>Contractor                      Contractor                      Contractor</p>	<p>Jan 1<sup>st</sup> – June 1<sup>st</sup>, 2000                      Jan 1<sup>st</sup> – June 1<sup>st</sup>, 2000                      June 1<sup>st</sup> – June 30<sup>th</sup>, 2000</p>

Exhibit D (Cont.)

WORK STATEMENT

23-27

Applicant City of Paso Robles

Date: September 29, 1999

Reporting and Expenditure Category Personnel/Other

Activity Number	Description of Activity	Staff or Contractor	Time Period
1	Grant Administration	Staff	Jan 1 <sup>st</sup> - April 30 <sup>th</sup> , 2002
2	Evaluation of Program Elements	Staff/Contractor	Jan 1 <sup>st</sup> - April 30 <sup>th</sup> , 2002


COMPREHENSIVE OIL MANAGEMENT PROGRAM

BUDGET ITEMIZATION

Itemization	Amount	Subtotal
<b>1. Establish Curbside Used Motor Oil and Oil Filter Collection</b>		
Establish and Implement Program Element - Eco Solutions	80 hrs @ \$50.00/hr	\$4,000.00
Provide Curbside Oil & Oil Filter Collection - Paso Robles Waste	28 Mo. @ \$565/mo	\$15,820.00
Retrofit Trucks for Container Storage - Ratliff Welding		\$2,300.00
Purchase Oil Containers - Geo Plastics	1,500 Cont. @ 6.44/cont	\$9,660.00
Purchase Oil Filter Bags with Print - San Luis Paper	5,500 bags @ \$.27/bag	\$1,485.00
Purchase Oil Filter Crusher - ABC Crushing		\$2,140.00
Purchase 500-gallon Used Motor Oil Collection Tank		\$3,250.00
Purchase Portable Parts Washer - Snap-On Tools		\$3,259.33
Purchase Halogen Detection Instrument for Testing Oil - TIF		\$228.50
		<b>\$42,143</b>
<b>2. Used Motor Oil and Oil Filter Collection Sites at Airport</b>		
Establish and Implement Program Element - Eco Solutions	40 hrs @ \$50.00/hr	\$2,000.00
Purchase (2) 250-gallon Used Motor Oil Collection Tanks - Rackerby Sales		\$3,400.00
Purchase (2) Hazmat Storage Cabinets - Lab Safety	2 units @ \$845/unit	\$1,690.00
Purchase (2) Spill Control and Clean-up Kits - Lab Safety	2 units @ \$250/unit	\$500.00
Purchase (2) Sets of Signage for Collection Sites - Local	2 units @ \$175/unit	\$350.00
Purchase Oil Containers - Geo Plastics	110 Cont. @ 6.44/cont	\$708.40
Purchase Oil Filter Bags with Print - San Luis Paper	500 bags @ \$.27/bag	\$135.00
Purchase Halogen Detection Instrument for Testing Oil - TIF		\$268.50
		<b>\$9,052</b>
<b>3. Establish Pilot Program Requiring City Vehicles and Transit Buses Use Re-Refined Oil</b>		
Establish and Implement Program Element - Eco Solutions	20 hrs @ \$50.00/hr	\$1,000.00
Purchase Re-Refined Oil Lubricants - Rosemead Oil Products	2,000 gal @ 4.25/gal	\$8,500.00
		<b>\$9,500</b>
<b>4. Provide Expanded Public Awareness and School Education</b>		
<b>Public Sector Focus:</b>		
Print Brochures for Curbside Used Oil and Oil Filter Collection -CMC	5,500 units @ \$.15/unit for 2 years	\$1,650.00
Label and Mail Brochure to all Curbside Customers - Paso Robles Waste	once each year of grant	\$4,000.00
Purchase Giveaways for multi-family units - Specialty Products	5,000 door hangers @ \$.15/ea	\$750.00
	5,000 magnets @ \$.60/ea	\$3,000.00
		<b>\$9,400</b>
<b>Pilot Community Focus:</b>		
Print Brochures for Used Oil and Oil Filter Collection Sites-CMC	150 units @ \$.15/unit for 2 years	\$50.00
Label and Mail Brochure to all registered pilots at airport - Airport Management	once each year of grant	\$100.00
Purchase Giveaways for Pilots - Specialty Products	300 funnels @ \$1.00/ea	\$300.00
		<b>\$450</b>
<b>School Education Focus:</b>		
Design and Develop Class Presentations for Grades 1 to 6 - Science Discovery	142 hrs @ \$50/hr	\$7,100.00
Develop and Distribute Fliers to Public and Private Schools - Science Discovery		\$400.00
Provide Class Programs - Science Discovery	20 classes @ \$90/class	\$1,800.00
Program Maintenance - Science Discovery	2 hrs/ month for 28 mo @ \$35/hr	\$1,960.00
		<b>\$11,260</b>
<b>Other Costs</b>		
Grant Management - Eco Solutions ( track and evaluate program element progress; track expenditures; collect and analyze recycling data; and prepare periodic reports and final reports.	160 hrs @ \$50.00/hr	\$8,000.00
		<b>\$8,000.00</b>
	<b>Total Grant Request:</b>	<b>\$89,805</b>

23-28

DATE: 10/28/99 AGENDA ITEM # \_\_\_\_\_  
( ) APPROVED ( ) DENIED  
( ) CONTINUED TO \_\_\_\_\_

TO: James L. App, City Manager  
FROM: Mike Compton, Director of Administrative Services   
SUBJECT: COMPREHENSIVE OIL MANAGEMENT PROGRAM GRANT  
DATE: October 28, 1999

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Need:

For the City Council to consider adoption of a resolution authorizing the submission of a comprehensive oil management program grant to the California Integrated Waste Management Board.

Facts:

1. The State mandated, via AB939, that all jurisdictions adopt a Source Reduction and Recycling Element (SRRE). The City's SRRE was adopted on January 19, 1993, (Resolution No. 93-13).
2. A component of the SRRE, the Household Hazardous Waste Element, dictates that the City provide for the collection of used motor oil and certain other household hazardous wastes such as paints, pesticides, etc.
3. The City's current used motor oil collection needs are being met with only two certified recycling collection centers. During fiscal year 1997/1998, two other certified collection centers, Paso Robles Recycling Center, and Paso Robles Unocal discontinued their recycling collection centers.
4. The two operating certified centers indicate that their oil collection tanks are filled weekly and are forced to turn away many deliveries due to lack of capacity.
5. The City has a need for additional used motor oil collection capacity and other programs such as education to heighten public awareness about the environmental impacts of improper disposal of used motor oil.
6. Grant funds are available through the Integrated Waste Management Board to provide additional capacity and programs to meet local collection needs.
7. The grant if submission is authorized and an award is made and accepted would provide for implementation of the following used motor oil collection components:
  - a. Implement a curbside used motor oil and oil filter collection program in the City.
  - b. Establish used oil and oil filter collection sites at the municipal airport.
  - c. Establish pilot program requiring city vehicles to use re-refined oil.
  - d. Provide for an expanded public awareness and school education effort.

8. The grant amount requested is \$92,905 and the budgeted uses are identified in Exhibit E on page no. 21 of the grant application (copy attached).

Analysis and Conclusion:

With the passing of AB939 and the City's adoption of the SRRE including the Household Hazardous Waste Element, it became incumbent upon the City to implement a mechanism for disposing of used motor oil. The City had established certified collection centers to accomplish this goal. However, due to closure of two facilities and the increase in quantity of used oil, the need is outpacing available storage capacities. Due to this higher public demand, the current collection centers are no longer sufficient to meet the needs of the citizens.

The availability of grant funds to provide additional capacity would appear to be a cost effective means of providing additional used oil storage capacity. Additionally, grant funds would provide the means of implementing other used oil related programs as identified in Fact # 7 above. However, there are staff concerns relative to the City use of re-refined oil. During the two year pilot program for use of e-refined oil, the re-refined oil would be available for free. However, at the end of the pilot program, the City would have to purchase re-refined motor oil, and in today's economy it is more expensive than virgin oil. Additionally, the use of re-refined motor oil is not compatible with the City's current motor oil distribution and collection system. A compatible system is estimated to cost \$5,000 and is not a budget component of the grant application.

Fiscal Impact:

Initial set up cost of a comprehensive oil management program for the City is approximately \$69,000 which would be provided by grant funds from the Integrated Waste Management Board. The annual cost to maintain the program is approximately \$10,000. The former Public Works Director had proposed that the estimated annual cost be offset largely by the Used Oil Block Grant monies (approximately \$7,500) received annually from the Integrated Waste Management Board. However, this money has been earmarked for the annual operating cost of the City's opened household hazardous waste facility. Thus, the City will incur an additional recurring expense of \$10,000.

Options:

- a. That the City Council adopt the attached resolution authorizing the submission of a grant application to establish a comprehensive oil management program; or
- b. Amend, modify or reject any of the options above.

RESOLUTION NO. 99-204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
AUTHORIZING THE SUBMITTAL OF AN USED OIL GRANT TO ESTABLISH  
A COMPREHENSIVE OIL MANAGEMENT PROGRAM

WHEREAS, the People of the State of California have enacted the California Oil Recycling Enhancement Act that provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriate disposal of used oil; and

WHEREAS, the California Integrated Waste Management Board has been delegated the responsibility for the administration of the program within the state, setting up necessary procedures governing application by cities and counties under the program; and

WHEREAS, the City of Paso Robles will enter into an agreement with the State of California for development of the project.

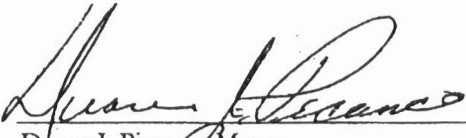
THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** That the City Council of Paso Robles does hereby authorize the submittal of an Used Oil Opportunity Grant application to establish a comprehensive oil management program for the City of Paso Robles to the California Integrated Waste Management Board. The comprehensive oil management program will establish curbside used motor oil and oil filter collection to over 22,500 residents; establish used oil collection sites at the City airport; establish a pilot program requiring all city-maintained vehicles and transit buses use re-refined oil; and provide expanded public awareness and school education.

**Section 2.** That the City Council of the City of Paso Robles does hereby authorize and empower the Public Works Director, or his designee to execute in the name of the City of Paso Robles all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 28<sup>th</sup> day of October, 1999, by the following vote:

AYES: Baron, Macklin, Mecham, Swanson and Picanco  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
\_\_\_\_\_  
Duane J. Picanco, Mayor

ATTEST:

  
\_\_\_\_\_  
Cindy Pilg, Deputy City Clerk

