



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **PR-0**

December 12, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
TWELFTH CYCLE USED OIL BLOCK GRANT
ACCEPTANCE OF A GRANT FOR REGIONAL USED MOTOR OIL
AND FILTER RECYCLING PUBLIC EDUCATION PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept a grant amount of \$345,824 for Public Works to continue conducting a Countywide Regional Used Motor Oil and Filter Recycling Public Education Program as the lead agency on behalf of the cities who partner on regional grant projects. Contributing cities include: Alhambra, Artesia, El Segundo, La Canada Flintridge, Rosemead, San Fernando, and San Marino.
2. Find that this project is exempt from the provisions of the California Environmental Quality Act.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 21, 2006, your Board authorized the Director of Public Works to execute all necessary applications, contracts, agreements, amendments, and payment requests for the purpose of securing grants from the California Integrated Waste Management Board.

Further, your Board authorized and empowered the County of Los Angeles Department of Public Works to act in the name of the County as the lead jurisdictional entity on behalf of cities who have notified Public Works of their desire to participate with the County in regional grant projects. Your Board also authorized and empowered the Director, or his designee, to act in the name of the County as the lead agent on behalf of cities who have notified Public Works of their desire to participate with the County in regional grant projects.

Public Works is responsible for the implementation of the County Household Hazardous Waste Sitting Element and the National Pollution Discharge Elimination System Municipal Stormwater Permit which calls for increasing public awareness of various environmental issues. The Regional Used Motor Oil and Filter Recycling Public Education Program will facilitate the County's continuous effort in educating residents of Los Angeles County on the proper disposal methods of used oil and filters and providing information on where residents can recycle used oil and filters.

The enclosed Grant Agreement will be executed by the Director, or his designee, upon your Board's acceptance of the grant.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources. It is also consistent with the County Strategic Plan Goal of Children and Families' Well-Being by funding programs that improve the environment and thus the health and safety, as well as the quality of life, for children and families Countywide.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The California Integrated Waste Management Board awarded us a grant in the amount of \$345,824 that will partially fund the public education program. The additional amount of \$104,176 will be funded by Solid Waste Management Funds. Sufficient funds to fund the cost of the project are included in the Fiscal Year 2006-07 Solid Waste Management Funds. The total yearly contract cost is \$450,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of any grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed Grant Agreement has been reviewed and approved by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The proposed project is categorically exempt pursuant to Class 8 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15308 of the California Environmental Quality Act guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

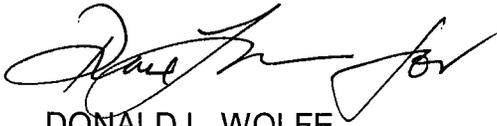
As a result of the Regional Used Motor Oil and Filter Recycling Public Education Program, we anticipate an increased volume of used oil and filters collected at State-certified collection centers, Household Hazardous Waste roundups, and other targeted oil collection events. This Program will also help reduce the amount of illegal dumping incidents throughout the County, which will enhance the environment and quality of life of County residents.

The Honorable Board of Supervisors
December 12, 2006
Page 4

CONCLUSION

Please return two copies of the adopted letter to Public Works.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald L. Wolfe", written over a horizontal line.

DONALD L. WOLFE
Director of Public Works

RB

P:\prgpub\Pub_Ed\Staff\Rachel\Used Oil\12th Cycle BG\AcceptanceBoardLtr_UBG12_Rev 6.doc

Enc. (2)

cc: Chief Administrative Office
County Counsel

GRANT AGREEMENT

CIWMB110 (NEW 10/96)

GRANT NUMBER
UBG12-06-64

NAME OF GRANT PROGRAM

2006/2007 Used Oil Block Grants - Twelfth Cycle

GRANT RECIPIENT'S NAME

Los Angeles County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$345,824.00

TERM OF GRANT AGREEMENT

FROM: July 01, 2006

TO: June 30, 2009

THIS AGREEMENT is made and entered into on this 8th day of September 2006, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State"), and Los Angeles County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

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

- Exhibit A - Terms & Conditions
- Exhibit B - Procedures & Requirements
- Exhibit C - Special Focus Programs for Used Oil Block Grants

Exhibits A, B, and C 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 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) Los Angeles County	
SIGNATURE —		GRANTEE'S SIGNATURE —	
Mark Leary, Executive Director	DATE	TITLE (Authorized representative)	DATE
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$345,824.00	PROGRAM/CATEGORY (CODE AND TITLE) 2006/2007 Used Oil Block Grants - Twelfth Cycle		FUND TITLE OIL
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$345,824.00	ITEM 3910-602-0100	CHAPTER 817	STATUTE 1991
	FISCAL YEAR 2006/2007		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 1000-75100-702		
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 — Dawn M Johnson		DATE 9/21/06	

Used Oil Block Grant – FY 2006-2007 (12th) Cycle Summary of Enclosures

Grant Agreement

Exhibit A: Terms and Conditions

Exhibit B: Procedures and Requirements

**Exhibit B2: Index of Website Addresses, Forms and
Contact Resources**

EXHIBIT A

TERMS AND CONDITIONS

Used Oil Block Grant
Fiscal Year 2006-2007 (Cycle 12)

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

1. The proposed Grantee must pay all outstanding debts owed to the California Integrated Waste Management Board within ninety (90) days from the date of the grant award.
2. The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

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

"CIWMB" means the California Integrated Waste Management Board.

"Executive Director" means the Executive Director of the CIWMB or his or her designee.

"Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.

"Grant Manager" means the CIWMB staff person responsible for monitoring the grant.

"Grantee" means the recipient of funds pursuant to this Agreement.

"Program" means the Used Oil Block Grant Program.

"State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

1. ACKNOWLEDGEMENTS

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

**2. ADVERTISING/
PUBLIC EDUCATION**

The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials.

**3. AIR OR WATER
POLLUTION VIOLATION**

Under the State laws, the Grantee shall not be:

In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

Finally determined to be in violation of provisions of federal law relating to

air or water pollution.

4. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties.

5. AMERICANS WITH DISABILITIES ACT

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

6. ANTITRUST CLAIMS

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**7. ASSIGNMENT,
SUCCESSORS AND
ASSIGNS**

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

**8. AUDIT/RECORDS
ACCESS**

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

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

**9. AUTHORIZED
REPRESENTATIVE**

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

**10. AVAILABILITY OF
FUNDS**

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

**11. 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 Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
-

12. COMMUNICATIONS

All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B – Procedures and Requirements. If an original

document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail.

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process when contracting for services required under this Agreement.

14. COMPLIANCE

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

**15. CONFIDENTIALITY/
PUBLIC RECORDS**

The Grantee and the CIWMB acknowledge that each party may come into possession of information and/or data that 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, Government Code ("GC") Section 6250 et seq. The CIWMB 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 CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

16. 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, the CIWMB must be contacted immediately for clarification.

Current State Employees (Public Contracts Code (PCC) § 10410):

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.

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

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.

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. (PCC § 10420).

**17. CONTRACTORS/
SUBCONTRACTORS/
VENDORS —
DEFINITIONS**

Contractor: A person or entity that contracts with the Grantee to perform eighty percent (80%) or more of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Subcontractor: A person or entity that contracts with the Grantee or Contractor to perform a portion (less than eighty percent [80%]) of the work required by this Agreement, including, but not limited to, any requirements imposed by the CIWMB.

Vendor: A person or entity that contracts to sell goods; the sale of services is expressly excluded from this definition.

**18. 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 the CIWMB. 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 the CIWMB 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 the CIWMB 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 the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

19. CONTROLLING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**20. COPYRIGHTS AND
TRADEMARKS**

The Grantee assigns to the State any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the State. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

The State through the CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant this Agreement, for nonprofit purposes, and to have or permit others to do so on the Grantee's behalf.

21. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA

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

22. DISCRETIONARY TERMINATION

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

- Submit a final written report describing all work performed by the Grantee;
- Submit an accounting of all grant funds expended up to and including the date of termination; and,
- Reimburse the CIWMB for any unspent funds.

23. DISPUTES

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

24. DRUG-FREE WORKPLACE CERTIFICATION

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

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.

Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.

Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.

25. EFFECTIVENESS OF AGREEMENT

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

26. 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.

27. 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.

**28. FAILURE TO
PERFORM AS
REQUIRED BY THIS
AGREEMENT**

The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:

- Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or
- Cleanup of the environment; or
- 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:

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

29. FORCE MAJEURE

Neither the CIWMB 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 the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

**30. 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 CIWMB any funds improperly expended.

**31. GRANTEE'S
INDEMNIFICATION AND
DEFENSE OF THE
STATE**

The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

**32. GRANTEE'S NAME
CHANGE**

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

**33. 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 the CIWMB.

34. NON-DISCRIMINATION CLAUSE

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 GC §§ 12900 et seq. 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 (GC § 12990 (a-f) and California Code of Regulations, Title 2, Section 8103). Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.

35. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

36. PATENTS

The Grantee assigns to the State 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 CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

37. PAYMENT

Upon execution of this Agreement by both parties, the CIWMB may advance grant funds to Grantee provided that Grantee, in the sole discretion of the Executive Director, qualifies for such advance payment and has satisfactorily complied with the applicable requirements contained in this Grant Agreement Package. The CIWMB may elect not to advance payment if Grantee has not satisfactorily complied with the applicable terms and conditions of previous grants and/or does not meet other threshold requirements identified in the Procedures and Requirements (Exhibit B).

All expenditures must be directly related to the tasks identified in the Procedures and Requirements (Exhibit B).

Upon receipt of grant funds, the Grantee shall deposit and maintain until expended all grant funds in an interest bearing account in a fully insured financial institution. All interest accrued and received from this account must be used for eligible expenses related to the performance of this Agreement. Interest funds must be accounted for in all grant reports. All unused interest funds must be returned to the CIWMB at the end of the grant term.

Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed.

Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).

Payment will be made only to the Grantee.

Reimbursable expenses shall not be incurred unless and until the Grantee

receives a Notice to Proceed as described in Exhibit B.

38. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

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 CIWMB 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 CIWMB for such purposes.

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.

39. RECYCLED-CONTENT CERTIFICATION

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074GOil.pdf.

40. RECYCLED-CONTENT PAPER

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

41. RECYCLED-CONTENT PRODUCT PROCUREMENT

In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement.

42. 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.

43. 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.

44. 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.

45. RESOLUTION

A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.

46. 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.

47. SITE ACCESS

The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work.

48. 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.

49. SWEATFREE CODE OF CONDUCT

a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Grantee agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

50. TERMINATION FOR CAUSE

The CIWMB 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, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement.

51. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

52. UNION ORGANIZING By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement. 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.

53. UNRELIABLE LIST Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5. If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.

54. 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 California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

55. 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.

56. WORK PRODUCTS The Grantee must provide the CIWMB with copies of all printed materials and photographs of all other final products paid for with Grant funds. Physical copies of the final product shall be provided upon request of the Grant Manager.

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

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Used Oil Recycling Block Grant (12th Cycle) for FY 2006/2007

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

Important Dates

July 1, 2006.....UBG11 (2005/06) Procedures and Requirements shall govern any expenditure of UBG12 funds between July 1, 2006 and date of UBG12 Notice to Proceed

Fall 2006 (tentative) Grant Term begins with **Notice to Proceed** (provisions within UBG12's Grant Agreement become effective)

June 30, 2009 Grant Term Ends

August 15, 2007 Annual Report Due

August 15, 2008 Annual Report Due

August 15, 2009 Final Report Due

Questions?

All communication regarding this grant should be directed to your CIWMB Grant Manager unless otherwise specifically stated. To find the name and telephone number of your CIWMB Grant Manager, refer to www.ciwmb.ca.gov/HHW/Grants/Contacts.htm.

The Grantee may also call the Special Waste Division at (916) 341-6457.

Where to Send Reports, Payment Requests, etc.

Send Reports, Grant Payment Requests, and all other written correspondence to your CIWMB Grant Manager's attention at:

California Integrated Waste Management Board
Special Waste Division
Used Oil and HHW Branch – MS #9A
P.O. Box 4025, 1001 "I" Street
Sacramento, CA 95812-4025

Attn: (your CIWMB Grant Manager's name)

Eligible Expenditures

All expenditures must be incurred, and payment made, with services provided and goods received during the grant cycle, July 1, 2006 - June 30, 2009.

Grantees must meet the minimum requirements at the beginning of the grant cycle to be eligible to expend funds. Eligibility includes having at least one Certified Collection Center per 100,000 residents of the jurisdiction or a curbside collection program which includes used oil collection.

Grantees must have all applicable agreements/permits, e.g. permits by rule (PBRs) necessary to carry out the activities funded by the Block Grant and a copy or copies must be submitted with the final report for the cycle.

Expenditures Requiring Pre-Approval

Expenditures associated with the tasks or products listed below must be approved in writing by the CIWMB Grant Manager prior to purchase or production in each cycle. Please retain all approvals for audit purposes. Items not pre-approved MAY NOT be an eligible expenditure.

Allow at least five (5) working days for approval of the following items:

- Premiums if the per item cost exceeds six dollars (\$6) (not including sales tax)
- All television, video, and radio scripts
- Storm water mitigation (refer to section below for details)
- School education and curricula expenses
- School presentations (submit script and presentation purpose)
- Equipment, vehicles, and trailers
- Computer equipment and software
- Travel expenses
- Financial incentives (includes: sponsorships, stipends, etc.)
- Planning, background, or feasibility studies

Pre-Approved Expenditures

The expenditures listed below under "Pre-Approved Expenditures" **DO NOT** have to be pre-approved by the CIWMB Grant Manager if they are related to the establishment, maintenance, or enhancement of used oil and used oil filter collection programs.

- **Used oil collection**
 - Used oil and used oil filter collection
 - Curbside used oil collection
 - Door-to-door used oil collection
 - Certified and non-certified used oil collection center support
 - Used oil collection through Household Hazardous Waste (HHW) Programs, including transportation costs of used

Pre-Approved Expenditures (cont'd)

- oil
- Set up and operation of temporary facilities for one-day or multi-day HHW collection events where used oil will be accepted
- Agricultural used oil collection projects
- Marina used oil collection projects
- Airport used oil collection projects
- Construction of Permanent HHW Collection Facility (PHHWCF) and Antifreeze, Battery, Oil, and Paint Facility (ABOP) where used oil is accepted – permanent features, used oil-related equipment and supplies are eligible
- **Publicity and education materials**
 - Program evaluation
 - Purchase and distribution of used oil containers
 - **Exception:** The following publicity and education material must be pre-approved:
 - Premiums whose per item cost exceeds six dollars (\$6) (not including sales tax), and
 - Television, video, and radio scripts.

Note: The premium must directly relate to and/or be used for used oil and used oil filter collection and recycling needs and/or be clearly linked to behavioral change that leads to an increase in used oil and used oil filter recycling. That linkage must be documented with evaluation data related to used oil recycling or other environmentally sustainable behaviors.
- **School Education/Curricula Expenses (only for *Earth Resources – A Case Study: Oil and Closing the Loop: 2000 edition*¹)**
 - Promotion of training to local school staff and teachers
 - Meeting room expenses
 - Staff developer (trainer) costs (Travel is listed as requiring pre-approval)
 - Teacher expenses for attending training workshops of approved curriculum (including costs for substitute teachers)
 - Photocopying and materials expenses
- **Re-Refined Oil**
 - Cost differential between re-refined and virgin oil
 - Re-refined oil promotion
- **Personnel costs for used oil/used oil filter recycling activities**
 - Training costs directly related to used oil/used oil filter recycling activities

Pre-Approved Expenditures (cont'd)

- **Load checking projects** related to the identification of used oil
- **Indirect or Overhead Costs** that do not exceed 10% of the grant award amount
- **Profit to contractors and subcontracts** for services and products when grantees follow the competitive bidding process or their local purchasing laws and regulations

Storm Water Expenses

Since January 2002, some storm water mitigation expenditures are eligible for Used Oil Block Grant (Block Grant) funding. Storm water mitigation is defined in Public Resources Code Section 48618.4 to include "...the prevention of storm water pollution from used oil and oil byproducts and the reduction or alleviation of the effect of storm water pollution from used oil and oil byproducts by means of action taken on public property. Mitigation includes the installation of devices and implementation of practices that prevent used oil and oil byproducts from causing storm water pollution. Mitigation does not include the cleanup or restoration of polluted areas".

- **Storm water expenses may not exceed 50% of the Used Oil Block Grant award.**
- All related storm water expenses such as personnel, publicity and education, stenciling, and storm water filter purchase/maintenance is counted towards the 50% cap.
- To qualify for Block Grant funding, each jurisdiction must self-certify that they have a storm water mitigation program that has been approved by their local Regional Water Quality Control Board.
- All storm water expenses must be accounted for and reported as a separate category on the Expenditure Itemization Summary.

Used Oil Block Grantees may expend Used Oil grant funds on only the following types of storm drain filters (inserts; debris screens):

- A debris screen that covers the opening to the storm drain inlet. Regular municipal street-sweeping must occur where debris screens are installed;
- A catch basin (streetside) inlet insert that **does not** contain oil absorbent media;
- A catch basin inlet insert that **does** contain oil absorbent media plus a debris screen that covers the opening to the storm drain inlet. (The debris screen prevents debris and sediment from entering the storm drain and obstructing the oil absorbent media.);
- A vertical drop-in parking lot inlet insert that **does** contain oil absorbent media (must be covered by a grate or debris screen).

Note: Periodic clean-out of catch basin inlet **inserts** and

**Storm Water
Expenses (cont'd)**

Ineligible Expenses

replacement of their oil-absorbent media are eligible for grant funding. However, street sweeping and clean-out of catch basin inlets without inserts are not eligible for grant funding.

Any expenditure that does not support the implementation of used oil collection programs is ineligible for Block Grant funding. The activities, products, or expenditures listed below are specifically identified as ineligible. The ineligible expenditures include, but are not limited to:

- Costs incurred prior to July 1, 2006 and after June 30, 2009
- Purchasing or leasing of land or buildings
- Costs currently covered by another CIWMB loan or grant
- Purchasing of vehicles by non-governmental agencies
- Leasing of gasoline-fueled vehicles (including hybrid vehicles) by non-governmental agencies unless pre-approved in writing by your CIWMB Grant Manager
- Remediation (any cleanup or restoration of polluted areas)
- Enforcement activities
- Profit or mark-up by the Grantee
- Preparation of HHW elements
- Out-of-state travel
- Developing or customizing of school curricula
- Overtime costs/ Compensated Time Off (except for local government staffing during specially scheduled evening or weekend events outside of staff's normal work hours that have been pre-approved in writing by the CIWMB Grant Manager when law or labor contract requires overtime compensation)
- Any food or beverages (e.g., as part of meetings, workshops, or events)
- Cell phones, pagers, and Palm Pilots
- Movie theater screen advertising
- Premiums that contribute to the HHW waste stream
- Transportation & disposal of non-oil HHW from any facility or event
- Equipment, materials or supplies at Permanent Household Hazardous Waste Collection Facilities (PHHWCF) or antifreeze, battery, oil, and paint facilities (ABOP) not directly related to the collection of used oil and used oil filters
- Any costs not consistent with local, state, or federal guidelines and regulations
- Travel expenditures that exceed the state rate
- Any personnel costs incurred as a result of time an employee assigned to the project funded by the grant does not work on the project (e.g., personal use of earned personnel time such as accrued sick leave, accrued vacation, etc.)
- Any pre-paid expenditures for future goods or services delivered

**Ineligible Expenses
(cont'd)**

beyond the end of the grant term (Exemption: The CIWMB Grant Manager may consider approving products purchased in full before the end of the grant term but delivered after the grant term if the delay is caused solely by the supplier, and not by the Grantee. The Grantee must request an exemption in writing and receive written pre-approval from the CIWMB Grant Manager.)

- Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations
- Costs to maintain an existing HHW program where used oil is not collected
- Developing any type of permanent facility on non local government-owned property

**Publicity and
Education
Requirements**

Premiums must be appropriate for the target audience; durable, and not likely to be disposed of in a short time or contribute to the waste stream or hazardous waste stream (e.g., any item containing batteries, mercury, etc.); and not promote particular brand-name products or private businesses.

For all languages other than English, Grantee must work with a certified translator or person fluent in reading and writing the language². A description of the translator's qualifications as well as an English version of the material must be submitted with the Final Report.

Materials or items purchased may be denied full reimbursement if they do not meet the requirements detailed in this section.

All items/materials, as appropriate, must meet the acknowledgement, advertising/public education, and recycled-content product requirements³ as set forth in the Terms and Conditions, and must include the following:

- a) Acknowledgement of the California Integrated Waste Management Board (CIWMB) funding that reads "Funded by a Grant from the California Integrated Waste Management Board." Use of the initials "CIWMB" is not sufficient. Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line, or if it would interfere with the message (pencils, small magnets, etc.). All exceptions must be pre-approved in writing by the CIWMB Grant Manager.
- b) Specific information on used oil/used oil filter recycling/disposal.
- c) A list of used oil collection centers within the targeted community or a telephone number to call for information on local collection centers. When locations are listed, include the following language: "Call for hours of operation."

Publicity and Education Requirements (cont'd)

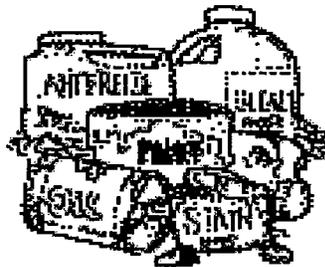
- d) The "Used Oil Drop" logo with the words "Recycle Used Oil" or "Recycle Used Oil and Used Oil Filters" as appropriate. (Camera-ready art and color specifications are available free from the CIWMB.
- e) The slogan, "Zero Waste – You Make It Happen!" Where space is a constraint, the Grant Manager may allow exceptions which must be pre-approved in writing.

Combining Used Oil With Other Environmental Programs

Both storm water and/or HHW recycling programs may be incorporated with the used oil recycling message on publicity and education (P&E) items. The funding level for the P&E portion for these programs will be determined on a case-by-case basis by the CIWMB Grant Manager. To be eligible for any funding, the proposal must meet the minimum requirements for Used Oil P&E, and clearly support all of the key components of the Block Grant program.

Graphics

Graphics are available on the CIWMB's website at: www.ciwmb.ca.gov/UsedOil/graphics/default.htm#usedoil.) Use the State colors (blue oil drop on yellow background) on any material produced in four or more colors. (The color designation for professional printing is Yale Blue-Pantone 286C; Golden Yellow-Pantone 123C.)



Recycled-Content Product Requirements

All Grantees must report the percentage of recycled-content material for all products purchased in the product categories listed below. Grantees must use a separate Recycled-Content Product Certification (RCP) Form (CIWMB 74G) for **each supplier** and submit these forms with the Final Report. The form can be found at CIWMB's website at <http://www.ciwmb.ca.gov/HHW/Forms>.

Paper Products	Printing & Writing	Plastic Products
Compost & Co-Compost	Paper	Lubricating Oils
Paint	Glass Products	Tire-Derived Products
Tires	Solvents	
	Steel Products	

Any exceptions to the above requirements must be pre-approved in writing by the CIWMB Grant Manager.

Large Equipment CIWMB Acknowledgement

A CIWMB sticker (bumper sticker size) that displays the "used oil drop" logo including the text "Recycle Used Oil" and "Funded by a grant from the California Integrated Waste Management Board" is required to be affixed to all large pieces of equipment purchased with grant funds. When submitting the Final Report, the picture of this equipment should include the affixed sticker. CIWMB has stickers available at no cost.

Reporting Requirements

(Annual Reports Due August 15)

Grantees are required to submit an Annual Report on **August 15th** of each year demonstrating program progress and how they have spent their Block Grant funds for the previous fiscal year (July 1 – June 30). Grantees are required to report on each active Block Grant in a single Annual Report. The report must clearly identify the grant cycles. Grantees that do not show progress toward implementation of a used oil and used oil filter collection and education program may not receive all or part of their next annual Block Grant allocation. This lack of performance will also be noted if Grantees apply for future Used Oil and/or HHW funds. **Grantees that do not meet the Annual Reporting requirements will be ineligible to apply for future grant cycles.**

All forms can be downloaded from the CIWMB website at <http://www.ciwmb.ca.gov/HHW/Forms>.

Annual Report Required Items

Items required for each Annual Report:

1. Completed Annual Report Form (CIWMB 644)
For Grantees receiving \$20,000 or less per grant cycle, the narrative responses do not need to be provided on the Annual Report Form; however, all other sections must be completed. All other Grantees must submit a complete Annual Report Form. Refer to the Used Oil Block Grant Annual Report Form located on our website.
2. Expenditure Itemization Summary (EIS) (CIWMB 667)

**Annual Report
Required Items
(cont'd)**

**Final Report/Grant
Closure**

3. Payment Request Form (CIWMB 87) for reimbursement payments and/or remaining ten percent (10%) Withhold amounts.
4. Certified Collection Center Site Visit Checklists (if not submitted earlier) (CIWMB 665)
5. Copies of permits or agreements as required for grant-related activities.

Final Reports for Grant closures require additional documentation. Grants are not considered closed until all the reporting requirements have been met, all available funding has been expended or returned to the CIWMB, and/or the grant term has expired. The Final Report covers the final reporting period from July 1 to the grant closure date. If an advance was approved, any unexpended advanced grant funds and/or interest accrued (if applicable) must be returned to the CIWMB or the Grantee will be invoiced by the CIWMB.

Note: All invoices must be submitted no later than December 31 of the same calendar year in which the grant term ends.

Items required for a Final Report:

1. Completed Annual Report Form (CIWMB 644)
The following disclaimer must appear on the cover page of the report:
"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

For Grantees receiving \$20,000 or less per grant cycle, the narrative responses do not need to be provided on the Annual Report Form; however, all other sections must be completed. All other Grantees must submit a complete Annual Report Form. Refer to the Used Oil Block Grant Annual Report Form located on our website.

2. Expenditure Itemization Summary (EIS) (CIWMB 667) If Advance Payment was received, include the interest accrued for the entire grant term.
3. Payment Request Form (CIWMB 87) for reimbursement payments and/or remaining ten percent (10%) Withhold amounts.
4. Certified Collection Center Site Visit Checklists (if not submitted earlier) (CIWMB 665)
5. Copies of permits or agreements as required for grant-related activities.
6. Recycled-Content Product Certification Form (RCP) (CIWMB

Final Report/Grant Closure (cont'd)

74G) for each item purchased with grant funds (submit a separate form for each supplier).

7. Samples of Premiums and Printed Material

- a. A digital image of each premium item in a commonly accepted format, and all final printed publicity and education materials. The photographs of the premiums must show compliance with procedures (i.e. oil logo, "funded by grant from" phrase, "Zero Waste—You Make it Happen!" etc.) More than one digital image may be submitted if needed to capture all required components or to accurately illustrate the item. If compliance with procedures cannot be clearly captured in a photographic image, then an original copy of the premium item must be submitted.
- b. A CD-rom that includes the original format, camera-ready graphic art files(s) used to create **each item** developed by your graphic designer during the grant term. Possible formats would include PSD or EPS.
- c. Two photographs, from different angles, for large items such as equipment or structures.
- d. A photograph of each event attended or conducted (if not previously submitted).

- 8. Samples of final Television, Video and Radio Ads.** A final copy of each ad (if not previously submitted) in the appropriate media format (DVD format for videos and CD-rom for radio ads) activities.

FAILURE TO SUBMIT THE REQUIRED ANNUAL REPORTS BY THE SPECIFIED DEADLINES MAY CAUSE THE GRANTEE TO BE INELIGIBLE FOR FUTURE BLOCK GRANT CYCLES AND MAY RESULT IN INVOICING OR NON-REIMBURSEMENT OF OPEN BLOCK GRANTS.

Certified Collection Center Site Visits

Annual site visits to the Grantee's Certified Collection Centers are a grant requirement. For more detailed information, refer to the CIWMB web site. **Please submit site visit forms (CIWMB 664 or CIWMB 665) as soon as completed, to your CIWMB Grant Manager. Unless previously submitted within the prior 12 months, these forms must be submitted with the Annual Report.**

Expenditure Itemization Summary (EIS)

Grantees are required to submit an Expenditure Itemization Summary (EIS) Form with the Annual Report, covering expenses for the previous fiscal year (July 1 – June 30) by grant cycle in which expenses were incurred.

Use the reporting and expenditure categories listed below when preparing the EIS. Only directly applicable eligible expenses should be included. Summarize all of the expenses that were incurred by grant cycle over the twelve (12) month reporting period and use only the

**Expenditure
Itemization
Summary (EIS)
(cont'd)**

categories that are applicable to the Grantee's grant program. For each category, identify the related tasks and expenses. If there is more than one invoice from a company, list them separately on the EIS. Include invoice numbers.

Permanent Collection Facilities – Includes eligible expenses for collection centers; permanent household hazardous waste collection facilities (PHHWCFs); and antifreeze, battery, oil, and paint (ABOP) facilities. **Do not** include publicity and education or oil containers in this category.

Temporary or Mobile Collection – Eligible expenses for temporary events at an established facility, and mobile events.

Residential Collection – Curbside or door-to-door collection of used oil and used oil filters.

Load Checking Program – Inspection of loads for used oil at solid waste landfills or transfer stations.

Publicity and Education – All eligible publicity, public education, and community outreach events (except those related to storm water education).

- A partial list of examples include newspaper ads; radio spots; public service announcement TV spots; flyers; brochures; door hangers; utility bill inserts; billboards; collection center handouts (such as "shelf talkers"), and premiums.
- Material/supply expenses for community events and school presentations should be included in this category.
- Local government personnel expenses should be placed into the Personnel/Other category.

Personnel/Other – Include directly applicable personnel expenses for employees of the grant jurisdiction.

- Expenses should be broken down to reflect hourly charges, where applicable.
- Include any non-storm water expenses that do not fit into any other category.
- Personnel costs incurred via storm water program activities must be included in the associated storm water categories described below.
- Contractor or consultant hours should be placed into the other appropriate categories in which the expenses were incurred.

EIS Certification - The EIS MUST include the following certification:

"I certify under penalty of perjury, under the laws of the State of California, that the above information is correct

**Expenditure
Itemization
Summary (EIS)
(cont'd)**

Storm Water

**Reimbursement
Payments**

**Grant Payment Request
Form for
Reimbursement
Payments**

and that all funds received have been expended in accordance with the Used Oil Recycling Block Grant.”

The certification MUST be dated and signed by the person authorized in the Grantee’s resolution. An EIS received without the signed certification will not be approved.

A maximum of 50% of the Block Grant may be spent on all storm water program expenses:

- **Mitigation** - filter media, debris screens, and maintenance (see page 4 for more details)
- **Education** – storm drain stenciling, publicity - education costs, and personnel

Block Grant funds will be expended on a reimbursement basis, with only the following exceptions: the advance payment option is available for Grantees receiving \$20,000 or less, and for multi-jurisdictional and regional grantees whose individual jurisdictions would have received \$20,000 or less had they applied individually. Staff will consider exceptions to the reimbursement policy for financial hardship situations on a case-by-case basis.

To receive a reimbursement payment, Grantees must submit a completed EIS and Grant Payment Request Form. Reimbursement payment requests must be submitted no later than 6 months from the end of the grant term. Once reviewed and approved, the payment reimbursement will be processed.

Up to four reimbursement requests are available per year, per cycle, and no less than one per year, per cycle. Exceptions to this schedule must be pre-approved in writing by your CIWMB Grant Manager.

Required Documents and Format for Payment Request

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

1. **Grant Payment Request Form** (CIWMB 87) – This form must be signed by the individual authorized by the resolution.
2. **Expenditure Itemization Summary** (CIWMB 667 or Grantee’s own version) - All expenditures must be itemized and arranged by the Reporting and Expenditure Categories.
 - a. **Personnel Expenditure Summary Report** (CIWMB 165 or Grantee’s own version)
 - b. **Travel Expense Form** (CIWMB form or Grantee’s own version)

**Sequence of Spending
for Reimbursement
Payments**

Most Block Grant funds will be paid by reimbursement payments. Under this payment method, the CIWMB retains ten percent (10%) of the requested amount until the grant is closed out. The remaining ten percent (10%) reimbursement payment (Withhold amount) will be released to the Grantee at the conclusion of the grant term once the Grantee has complied with all grant provisions.

- The Grantee will have to incur costs for the entire grant amount.
- The Grantee is responsible to ensure that subcontractors who administer and/or implement the grant on behalf of the Grantee comply with this Grant Agreement.
- The Grantee must spend all of the available funds from the oldest Block Grant prior to spending any funds from more recent Block Grants. For example, utilize all funds from the 10th cycle grant before showing any 11th cycle expenses on the EIS.
- It is acceptable to split an invoice across two separate Block Grant cycles in order to “zero out” all funds in the oldest Block Grant before using funds from a more recent Block Grant.

**Advance Payment
Option**

The advance payment option is available for grantees receiving \$20,000 or less, and for multi-jurisdictional and regional Grantees whose individual jurisdictions would have received \$20,000 or less had they applied individually. Staff will consider exceptions to the reimbursement policy for financial hardship situations on a case-by-case basis.

Where advance payment has been approved, Block Grant recipients will receive ninety percent (90%) of their Block Grant award in advance once the Grant Agreement is fully executed and a signed Grant Payment Request is submitted. Advancement of funds is conditional upon full repayment of all outstanding Block Grant funds and interest owed to the CIWMB.

**Sequence of Spending
for Advance Payments**

In cases where a Block Grant recipient receives a ninety percent (90%) payment advance, the CIWMB retains ten percent (10%) of the awarded grant amount until the grant is closed out. The remaining ten percent (10%) from the overall Block Grant amount will be released to the Grantee at the conclusion of the grant term once the Grantee has complied with all grant provisions and has incurred eligible costs that meet or exceed one hundred percent (100%) of the grant award plus accrued interest.

- The Grantee will have to incur eligible costs for the ninety percent (90%) advanced and the interest accrued or return any unspent advanced funds to the CIWMB. If the Grantee chooses not to incur costs equivalent to the ten percent (10%) withheld from the overall Block Grant amount, no fiscal obligation occurs. If the Grantee incurs costs that cover all or part of the ten percent (10%) withheld, then CIWMB will reimburse those eligible costs.

Sequence of Spending for Advance Payments (cont'd)

Note: Any unspent advanced grant funds or interest accrued will be formally invoiced by the CIWMB.

- The Grantee must spend all of the available funds from the oldest Block Grant prior to spending any funds from more recent Block Grants. For example, utilize all funds from the 10th cycle grant before showing any 11th cycle expenses on the EIS.
- It is acceptable to split an invoice across two separate Block Grant cycles in order to “zero out” all funds in the oldest Block Grant before using funds from a more recent Block Grant.

Interest on Advance Payments

Interest earned for each Block Grant Cycle advance must be tracked and accounted for separately. All grant funds must be placed in an interest-bearing account with a fully insured financial institution. All interest accrued and received from this account may be used only for eligible expenses related to the grant.

Interest accrued must be stated on the FINAL EIS only.

All grant funds directly forwarded to a contractor for expenditure must also track accrued interest earned and follow the same requirements regarding interest as those placed on the Grantee, unless the money is spent within ninety (90) days of issuance of the funds by the Grantee.

The Grantee is responsible to ensure that subcontractors who administer and/or implement the grant on behalf of the Grantee comply with this Grant Agreement.

Any unused interest accrued must be returned to the CIWMB at the end of the grant term. Grantees should contact their administration and finance office to establish a process to track and report this interest.

Supporting Documentation For All Expenditures

Supporting documentation - Documentation for all expenditures claimed on the Grant Payment Request should be retained for a minimum of 3 years after closeout of the grant term for audit purposes. (see Audit/Records Access in Terms and Conditions (Exhibit A). Retain these documents at your office. Types of acceptable documentation include but are not limited to:

- **Invoices** that include vendor’s name, telephone number and address; a description of goods or services purchased; amount due; and date
- **Receipts** that include the same information as invoices.
- **Purchase orders** that include the same information as invoices and must be accompanied by proof of payment (e.g., copies of cancelled checks)
- **Personnel Expenditure Summary Form** (CIWMB 165 or your own version) that documents actual time spent on

Supporting Documentation For All Expenditures cont'd)

grant-related activities

- **Travel Expense Form** (CIWMB form or your own version) that documents costs related to travel and include supporting documentation
- **Samples** of all publicity and education materials purchased or developed with grant funds
- **Proof of Payment** (e.g. copies of cancelled checks and/or documented payment within the financial records.)

Ten Percent Withhold

Ten percent (10%) will be withheld from each Grant Payment Request and paid at the end of the grant term when all reports and conditions, stipulated in the Grant Agreement, have been satisfactorily completed. To be reimbursed for the 10% Withhold from the grant, submit a Grant Payment Request Form along with the final EIS.

Overhead/Indirect Costs

Overhead and indirect costs can be claimed by Grantees. The following guidelines must be used when claiming these costs:

- The total cost of overhead and indirect cost charged to the grant shall not exceed ten percent (10%) of the grant award amount. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity, but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries are examples of overhead and indirect costs. All overhead and indirect costs charged to the grant must be associated with grant-related activities.

If you are uncertain whether a given cost is considered an overhead/indirect cost by the CIWMB, contact your CIWMB Grant Manager.

- Direct costs charged directly to the grant shall not be included in the overhead/indirect cost formula.
- Supervision performed by Managers and Supervisors can be included in the overhead/indirect cost formula; and therefore, will not be a direct charge to the grant. On the other hand, if a Manager or Supervisor performs an activity that is directly related to the execution of the grant (not supervision), costs associated with this activity may be included as a direct charge. However, any such activity must be **clearly supported** by appropriate documentation and shall not be charged to the grant as overhead or indirect cost.
- The Grantees must maintain organized and accurate records that follow generally accepted accounting principles (GAAP) and leave an audit trail. The Grantee must provide access to all

Overhead/Indirect Costs (cont'd)

documents related to the grant program and fiscal operation of the grant program as deemed necessary by the CIWMB.

- The Grantees must have on file an internally approved **Cost Allocation Plan** which specifically documents how the cost amount was established and which is supported by formal accounting records to substantiate the charges. The Cost Allocation Plan must be approved by an appropriate Supervisor/Manager in your agency. The Cost Allocation Plan must identify program elements included in the overhead/indirect cost calculation. See the sample "Cost Allocation Plan" calculation listed below:

Total department indirect cost *divided by* total department direct cost base equals the overhead/indirect cost rate.

- If the Grantee utilizes a contractor to administer and/or implement the grant, then the overhead and indirect costs of such contractor may be charged to the grant only to the extent that such costs could have been charged by the Grantee.

Exceptions

Exceptions to the provisions of the Grant Agreement may be considered on a case-by-case basis.

Audit Considerations

All requests must be submitted in writing, and approved in writing, by your CIWMB Grant Manager. The Grantee is responsible for retaining documentation of any exceptions to the Grant Agreement for audit purposes.

Documentation and a clear audit trail are essential to grant management.

The Grantee agrees to maintain records for a possible audit for a **minimum of three (3) years after final payment 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.

Examples of audit documentation include, but are not limited to, 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 canceled checks.

Refer to the Terms and Conditions (Exhibit A) for more information.

¹ The CIWMB recommends and distributes the following curricula free of charge to teachers: *Earth Resources – A Case Study: Oil* – appropriate for 6-12 grades. *Closing the Loop: 2000 edition* – appropriate for K-6 grades (this unit includes HHW specific lessons for both the K-3 grade level and the 4-6 grade level).

The CIWMB has copies of these curricula. For more information, visit www.ciwmb.ca.gov/schools or call (916) 341-6769.

² There are only two acceptable Spanish translations: “Financiado por una beca del California Integrated Waste Management Board” or “Patrocinado por fondos del California Integrated Waste Management Board.” For other languages, you must work with a certified translator or person fluent in reading and writing that language.

³ For information on minimum recycled-content products, see www.ciwmb.ca.gov/BuyRecycled/StateAgency/.

Index of Website Addresses Forms and Contact Resources

I. FORMS

- Recycled Content Certification (RCP) Form
www.ciwmb.ca.gov/Grants/Forms/CIWMB074Goil.doc
- Travel Expense Form
<http://www.ciwmb.ca.gov/Grants/Forms/travel.xls>
- Used Oil Annual Block Grant Form
<http://www.ciwmb.ca.gov/UsedOil/Forms/Grants/CIWMB644.doc>
- Payment Request Form
<http://www.ciwmb.ca.gov/Grants/Forms/CIWMB087.doc>
- Expenditure Itemization Summary Form
<http://www.ciwmb.ca.gov/HHW/Grants/Samples/CIWMB667.pdf>
- Travel Expense Log
<http://www.ciwmb.ca.gov/HHW/Forms/#Grant>
- Personnel Expenditure Summary Form
<http://www.ciwmb.ca.gov/Grants/Forms/CIWMB165.doc>
- Used Oil Recycling Incentive Payment Claim/Report Form
<http://www.ciwmb.ca.gov/UsedOil/Forms/ciwmb031.doc>
- Certification Application
<http://www.ciwmb.ca.gov/UsedOil/Forms/CIWMB029.doc>
- Registration Application
<http://www.ciwmb.ca.gov/UsedOil/Forms/CIWMB030.doc>
- Registered Industrial Generator/Curbside Program Application
www.ciwmb.ca.gov/UsedOil/CertsRegs/registr.htm
- Certified Center Site Visit Checklist – Multiple Sites
www.ciwmb.ca.gov/UsedOil/CertCenters
- Certified Center Site Visit Checklist (one site)
www.ciwmb.ca.gov/UsedOil/CertCenters

II. RESOURCE INFORMATION

- Used Oil Certification County Assignments (CIWMB staff to assist you)
<http://www.ciwmb.ca.gov/UsedOil/CertCenters/Contacts.htm>
- Grant Manager Contacts
<http://www.ciwmb.ca.gov/HHW/Grants/Contacts.htm>
- County Contacts for "Where to Take That Contaminated Used Oil"
<http://www.ciwmb.ca.gov/UsedOil/Handling/Contaminated/WhereToTake.htm>
- Frequently Asked Questions by Generators of Used Oil
www.ciwmb.ca.gov/UsedOil/CertCenters
- Used Oil Hauler List
www.ciwmb.ca.gov/UsedOil/Handling/Haulers.htm
- Used Oil Filter Transporter List
www.ciwmb.ca.gov/UsedOil/Handling/Haulers.htm
- List of resources, forms, and signs available from CIWMB
<http://www.ciwmb.ca.gov/UsedOil/CertCenters/Resources.htm>

III. ADDITIONAL CONTACT INFORMATION

- 1-800-CLEANUP
www.1800cleanup.org or www.earth911.org
- Community Based Social Marketing
www.cbsm.com
- Department of Toxic Substances Control
www.DTSC.ca.gov

EXHIBIT C
Special Focus Programs for Used Oil Collection
Used Oil Block Grant for FY 2006-2007 (12th Cycle)

Supplemental information that you will find useful in implementing a used oil and filter-recycling program is available at <http://www.ciwmb.ca.gov/UsedOil/Grants/Block>.

- Filter Information
- Re-refined Oil
- Marina Programs
- Small Quantity Generators
- Agricultural Program
- State Sponsored Programs

Used Oil Filter Information

Why Oil Filters?

Most oil filters sold to do-it-yourselfers are not recycled, but illegally disposed. Oil filters, drained or undrained, are prohibited in landfills. Even drained oil filters still contain used oil. In addition, the average oil filter contains one pound of steel, which can be recycled. Since oil filters contain oil and steel, both valuable resources, recycling oil filters is important.

Collection Centers

Most centers are willing to accept oil filters from the public as long as their costs are covered. Grant funds can be used to provide a collection center with a 55-gallon drum and a recycling collection service.

Curbside Collection

Oil filters can also be collected at the curb. Initial (start up) costs may vary depending on the amount of retrofitting the curbside trucks require. Retrofitting a truck to hold used oil filters can be as simple as strapping a 5-gallon bucket to the truck or it can involve having a rack system designed for the truck to hold the filters. The used oil filters are generally placed in a sealed plastic bag by the homeowner before being set on the curb for pickup. Grant funds can be used to purchase the bags, imprinted with recycling information, or residents can use their own bag.

Eligible Expenses

Block Grant funds can pay for oil filter hauling costs, advertising, containers, oil filter crushers, and other related costs. Remember, pre-approval must be obtained from your Grant Manager prior to purchasing equipment.

Hauling Costs

The hauling cost for one 55-gallon drum of used oil filters is approximately sixty dollars (\$60.00). On average, 250 uncrushed oil filters, or 750 crushed filters will fit into a 55-gallon drum.

Advertising

Advertising the collection of used oil filters is as simple as adding a few words to existing used oil advertisements. However, when first introducing the collection of used oil filters into your program, consider doing a separate advertisement just for filters.

The purchase of an oil filter crusher may be a great way to encourage a center or curbside program manager to take used oil filters from the public. However, not every center or curbside program will benefit from a crusher. Please consider the following factors prior to requesting approval for the purchase of a crusher from your grant manager:

1. Will the business accept filters at no charge?
If not, then this business should purchase their own crusher.
2. Are the majority of the filters coming from the public?
If not, then this business should purchase their own crusher.
3. Is the storage space limited?
If yes, then crusher may be beneficial as crushed filters are smaller so more will fit into a drum.
4. Will the collection center/curbside program staff have time to crush filters?
5. Does the hauler charge the same per drum for crushed and uncrushed filters?
If yes, then crusher will reduce transportation costs (more filters/drum).
6. Where are the filters going for processing and/or recycling?
(Processor or recycler may require filters to be drained, crushed or shredded)
 - Scrap metal dealer;
 - Processor (some don't accept crushed filters);
 - Municipal Solid Waste Incinerator; or
 - Directly to a steel mill?

Website Resources

The following resource information can be located at the CIWMB website at <http://www.ciwmb.ca.gov/UsedOil>

- Hauler List – A list of businesses that transport oil filters for recycling. Please call several companies to compare

prices. This hauler list is also included in chapter 9 in the Procedures & Requirements;

- Camera-ready oil filter art – The oil filter logo is available on the CIWMB's website. Or, you can call the telephone number listed above for slicks; and
- Signs-for collection centers that accept used oil filters from the public. Available in English and Spanish, static cling or polystyrene.

Re-Refined Lubricants

Why Re-Refined Oil?

Using re-refined oil is a simple way for your jurisdiction to set a good example to the rest of the community that purchasing materials with recycled-content is the right thing to do. Fortunately, high quality re-refined lubricants are readily available at competitive prices.

Re-refining is an energy-efficient and environmentally beneficial method of managing used oil. Less energy is required to produce a gallon of re-refined base stock than a gallon of crude oil. Lubricating oil does not wear out; it simply becomes dirty as it does its job. Once water and contaminants are removed from collected used oil, it is returned to a full and useful life as re-refined oil, "closing the recycling loop." This chapter will give some information about re-refined lubricants and how they fit into the Block Grant program.

Re-Refined Oil Quality

There is no compromise in the quality of re-refined oil. Re-refined oil is used motor oil that undergoes an extensive re-refining process to remove contaminants to produce good-as-new base oil. The base oil is then sold to blenders who add additive packages to produce high quality lubricants. Re-refined oil products are subject to the same stringent refining, compounding, and performance standards applied to virgin-oil products. American Petroleum Institute (API) licensed re-refined oils must pass the same cold-start, pumpability, rust-corrosion, engine-wear and high-temperature viscosity tests that virgin oils do. The API and American Automobile Manufacturers Association (AAMA) have developed the Engine Oil Licensing Certification System (EOLCS) to ensure all engine oils consistently meet performance specifications.

Acknowledging that re-refined oil products are equal in quality to conventional lubricants, the State of California's fleet of over 30,000 vehicles has been using re-refined oil since 1994. The State contract provides for the purchase of re-refined oil in various grades, which is also available to local governments. Many private fleets also have realized the benefits of re-refined oil and have switched as well.

New Car Warranties and Other Endorsements

Mercedes-Benz: "re-refined oils have the same performance as other engine oils. Re-refined engine oils are included in our lists of approved oils." Mercedes-Benz installs re-refined oil in every new vehicle manufactured.

Ford: "... a re-refined oil produced with stringent manufacturing controls and batch to batch testing of low temperature viscosity performance and other significant characteristics would comply with Ford's recommendations."

General Motors: "... encourages the use of properly qualified re-refined products which consistently satisfy recommended performance requirements."

Detroit Diesel: "...permits the use of re-refined oils in all engine product lines, provided the re-refined oil meets the SAE (Society of Automotive Engineers) Viscosity, API (American Petroleum Institute), and Military specifications."

Chrysler: "cannot endorse or condemn re-refined oils. While some products (re-refined oil) meet current industry standards, others probably do not. Recommends engine oils (re-refined or virgin) meeting the requirements of API Service Category SG of SG/CD and of SAE 5W-30 or 10W-30 for the gasoline engines it sells."

California Transportation Department: "Re-refined oil products are equal in quality to conventional lubricants."

Opportunity to Purchase Re-Refined Oil Through the State Contract

Local governments, state colleges and universities, and correctional facilities have the opportunity to purchase re-refined oil for their fleet vehicles through the State's Purchasing Program. Government Code 10324 defines a local government as a city, county, district or other local governmental body or corporation empowered to expend public funds. The California Department of General Services (DGS), through its existing State Lubrication Contract purchases over 400,000 gallons of re-refined oil every two years. The State Contract has re-refined oil grades of 10W30, 15W40, 20W50, SAE 30, SAE 40 in various size containers under the Unocal FireBird brand name. Bulk deliveries are available with 10W30, 20W50, 15W40 and hydraulic tractor fluid. Re-refined hydraulic Grades 32, 46, and 68 are also available. Pricing is extremely competitive with non-refined oil, and the environmental benefits encourage re-refined oil use.

Purchasing Details

State Contract # 1-01-91-03.

Contract Name: Lube, Oil, and Grease.

Effective Dates: Three year contract, December 1, 2001 – November 31, 2004.

Using the state contract number, purchase directly from participating distributors. A list of distributors and additional contact information is available on the DGS website at: <http://www.pd.dgs.ca.gov/>

Click on the "Contracts" link on the "Quick List" section on the right side of screen. In the search field at the bottom of the screen, enter the contract number, 1-01-91-03. Click on the link to the "Lube, Oil, and Grease" contract. Questions about purchasing through this statewide contract can be referred to the primary contact, listed under "Buyers Name" (as of this printing, Dianne Cardona at (916) 375-4458).

Pricing Information

For price comparison, the following contract prices per gallon per DGS delivery area are for 10W-30 re-refined lubricating oil in a 55-gallon drum.

Delivery Area 1: \$3.70 for Counties of Del Norte, Humboldt, Mendocino, and Lake.

Delivery Area 2: \$3.57 for Counties of Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, and Plumas.

Delivery Areas 3, 4, 10: \$2.69.

Area 3 includes Counties of Glenn, Butte, Sierra, Colusa, Sutter, Yuba, Nevada, Placer, Yolo, El Dorado, and Sacramento.

Area 4 includes Counties of Sonoma, Napa, Solano, Marin, Contra Costa, San Francisco, Alameda, San Mateo, and Santa Clara.

Area 10 includes Counties of Amador, Alpine, San Joaquin, Calaveras, Tuolumne, Stanislaus, Mariposa, and Merced

Delivery Area 5: \$3.22 for Counties of San Benito, Monterey, San Luis Obispo, Santa Barbara, and Santa Cruz.

Delivery Area 6: \$3.17 for Counties of Madera, Fresno, Kings, Tulare, and Kern.

Delivery Areas 7, 8, 11: \$2.83.

Area 7 includes the Counties of Ventura, Los Angeles, and Orange.

Area 8 includes the Counties of Riverside and San Bernardino.

Area 11 includes the Counties of San Diego and Imperial.

Delivery Area 9: \$4.57 for Counties of Inyo and Mono.

Using Block Grant Funds

Block Grant funds can be used to pay the cost differential between re-refined oil and virgin oil. The purchase of re-refined oil for use in your jurisdiction's fleet is an ideal way of promoting and building public confidence in the dependability and practicality of using re-refined oil. Use of Block Grant funds for public promotions of re-refined lubricants, such as give-aways of re-refined oil, will be considered on a case-by-case basis. Be sure to contact your grant manager before using Block Grant funds for re-refined lubricants.

Re-Refined Oil Facts

- 2.5 quarts of re-refined lubricating oil can be produced from one gallon of used oil
- Re-refining is energy efficient--less energy is required to produce a gallon of re-refined base stock than to produce a base stock from crude oil
- Re-refined oil prices are competitive to equivalent virgin oil products
- Re-refined oils meeting the American Petroleum Institute (API) Standards meet warranty requirements for new vehicles
- The Department of Defense compared making lube oils from virgin base oil and used oil, and determined that the used oil base stock was both more environmentally friendly and cost-effective.
- The California State Department of General

**California Public
Contract Code:
Rerefined Oil and
Recycled Product
Procurement**

Services annually purchases over 200,000 gallons of lubricants with re-refined oil base stock

- The United States Postal Service and National Park Service use re-refined oil in their vehicle fleets
- If the oil generated by all do-it-yourself oil changers in America were collected and re-refined, it would provide enough motor oil for over 50 million vehicles each year
- Buying re-refined oil reduces our dependence on imported oil, reduces the trade deficit, and helps create jobs in our country

Local agencies are required to purchase re-refined lubricants and products containing recycled-content. The following are excerpts from the California Public Contract Code, effective January 1994, relating to the purchasing of re-refined oil and recycled products by local agencies.

"PRC 10409. Every local agency, as defined in Sec. 17518 of the Government Code, shall purchase lubricating oil from the seller whose oil product contains the greater percentage of recycled oil, if the availability, fitness, quality, and price of the recycled-oil product is otherwise equal to, or better than, virgin-oil products. This section shall not prohibit a local agency from purchasing virgin-oil products for exclusive use in vehicles whose warranties expressly prohibit the use of products containing recycled oil. As added by AB 1570 (Sher), Stats. 1989, c. 1226, and amended by AB 2076 (Sher), Stats. 1991, c. 817, and AB 3073 (Sher), Stats. 1992, c. 1101."

"PRC 12210. (a) Fitness and quality being equal, all local and state public agencies shall purchase recycled products instead of non-recycled products whenever available at no more than the total costs of non-recycled products. All local public agencies may give preference to the suppliers of recycled products. All local public agencies may determine the amount of this preference. As added by AB 4 (Eastin), Stats. 1989, c. 1094."

*FOR MORE INFORMATION ABOUT RE-REFINED OIL
GO TO THE FOLLOWING INTERNET SOURCE:
<http://www.ciwmb.ca.gov/UsedOil/Rerefined>*

Marina Programs

Since marinas are located at the water's edge whether on the ocean, bay, river or lake, pollutants generated from marinas, boats, and boat maintenance activities pose an immediate threat to the health of aquatic systems and pose other environmental hazards. US EPA has identified several sources of pollution associated with marinas and boating activities. These include poorly flushed waterways, pollutants discharged from boats (recreational, commercial and live-aboards), pollutants carried in stormwater runoff, physical alteration of wetlands, and shellfish/other benthic communities during construction of marinas, ramps, and related facilities; and pollutants generated from boat maintenance activities on land and in the water. This section will focus on the programs available to assist in pollution problems related to oil and household hazardous waste in boating activities and at marinas.

Use of Block Grant Funds

If the Grantee has determined that marina and boater outreach is a venue that needs to be addressed in their jurisdiction, Block Grant funds may be used for collection and education programs for recycling of used oil and filters. Eligible grant projects specifically for marinas include:

- Used oil and filter collection
- Bilge pump outs
- Bilge pad distribution and collection
- Publicity and premiums
- Educational materials such as boater kits, signs, pamphlets
- Dockwalkers
- Best Management Practices for marina operators

Grantees need to consider when they begin to plan for a marina program that bays, coastlines, lakes, and rivers are served by a number of federal, state, and local governmental agencies. Pollution prevention programs offered by the agencies vary as well. Summarized below are the agencies involved in offering marina and boating pollution prevention programs. It is suggested that Grantees take a look at this information to become familiar with the "players".

Other State Agencies

California Coastal Commission – The Commission (CCC) is the lead agency for carrying out California's coastal management program and to plan and regulate development in

the coastal zone consistent with the policies of the California Coastal Act. CCC oversees all of the California coast except San Francisco Bay. SF Bay area is administered by the Bay Conservation and Development Commission. CCC programs include the following. For further information on CCC, go to <http://www.coastal.ca.gov/>

- Boating Clean and Green Campaign – Provides a statewide initiative to reduce oil pollution from boats by educating boaters and increasing the services available to boaters for used oil collection and preventing oil discharge. The Santa Monica Bay Restoration Foundation is southern California's outreach partner in the Campaign. The Campaign includes the following statewide programs:
 - Conferences such as the Used Oil Forum and Boating into the 21st Century
 - Boater kits
 - Outreach material
 - Dockwalkers training
 - Boat launch ramp signs and stickers
 - Boater surveys
 - Technical assistance
 - Coastal Cleanup Days/Marina Cleanup Days
 - CA Clean Boating Network
 - Boat shows and events

State Department of Boating and Waterways (Cal Boating)

Cal Boating protects significant natural resources through its programs to provide for public access to the waterway, and promoting recreational boating safety. These programs include funding and designing the construction and improvement of:

- Boating facilities;
- Beach erosion control;
- Aquatic weed control;
- Boating safety education;
- Clean Vessel Act Grants; and
- Supporting and training local boating law enforcement officers.

State Water Resources Control Board (SWRCB)

The mission of the SWRCB is to ensure the highest reasonable quality for waters of the state, while allocating those waters to achieve the optimum balance of beneficial uses. The joint authority of water quality protection enables the SWRCB to provide comprehensive protection for California's waters.

State Department of Fish and Game (DFG)

- **Oil Spill Prevention and Response Act (OSPR).** OSPR is the lead state agency charged with oil spill prevention and response within California's marine environment.
- **CalTIP (Californians Turn in Poachers and Polluters)** This is a confidential secret witness program to encourage the public to provide DFG information to the arrest of poachers and polluters. The caller is eligible for cash reward if the information leads to a citation or an arrest. The toll free number operates 24-hours a day, 7 days a week. 1-888-DFG-CALTIP.

Department of Parks and Recreation

Responsible for almost one-third of California's scenic coastline, California State Parks manages the state's finest coastal wetlands, estuaries, beaches, and dune systems. State Parks consists of nearly 1.3 million acres, with over 280 miles of coastline; 625 miles of lake and river frontage; nearly 18,000 campsites; and 3,000 miles of hiking, biking, and equestrian trails.

Federal Agencies

US Coast Guard (USCG) - The USCG's responsibilities in the field of oil pollution can be traced back to 1924 when the Oil Pollution Act was passed that required penalties for deliberate discharge of oil into coastal navigable waters of the US. In 1967, the Department of Transportation directed that each USCG's district set up contingency plans for oil spill cleanup operations. The USCG' has been instrumental in both development and implementation of new techniques to deal with oil pollution. This includes spill prevention as well as cleanup technology. Prevention includes improvements in cargo vessel safety, control and navigation devices, and improved oil loading and offloading methods. Cleanup technology includes hazardous material detection devices, spill containment equipment, oil dispersant chemicals and removal skimmers. The main focus on USCG is oil spill prevention and cleanup. In addition to overseeing the coastal waters of California, the USCG also covers the Colorado River, Lake Tahoe, and the Delta Region.

Bureau of Reclamation (BR) - The BR is under Department of the Interior jurisdiction and manages water resources in 5

regions west of the Mississippi. The BR is the 6th largest generator of hydroelectric power and the largest wholesale supplier in the United States. Activities under the BR include dams, reservoirs, hydroelectric power plants, canals, and water treatment. The mission of the BR is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Bureau of Land Management (BLM) - The BLM plays an important role in the Clean Action Plan because of its stewardship of critical water resources, including watersheds, riparian areas, and aquatic habitat. In addition, the BLM is seeking to clean-up abandoned hardrock mine sites, which can be a major source of water quality degradation and pollution.

U.S. Forest Service - This agency is actively pursuing initiatives to restore watersheds, improve water quality, and protect aquatic habitats.

Volunteer Organizations

US Coast Guard Auxiliary (Auxiliary) – The Auxiliary is made up of volunteers who assist the USCG with local programs on boating and marina safety. The Auxiliary has provided training for Dockwalkers, assisted in the development of the marina assistance program and marina certification program.

Local municipalities – According to Section 660 of the Harbors and Navigation Code, municipalities can regulate boating within its geographic jurisdiction by implementing restrictions related to speed zones, time of day, special use areas, and pollution control measures.

Additional References and Resources

California Clean Boating Network – www.ceres.ca.gov

California Integrated Waste Management Board – www.ciwmb.ca.gov

California Coast Commission – www.coastal.ca.gov

California Department of Boating and Waterways – www.dbw.ca.gov

California Department of Fish and Game – www.dfg.ca.gov

California Department of Parks and Recreation – www.cal-parks.ca.gov

National Clean Boating Campaign (NCBC) – www.cleanboating.org

Marine Environmental Education Foundation (MEEF) – gomeef@aol.com

US Coast Guard – www.uscg.mil
US Coast Guard Auxiliary – www.cgaux.org
US Forest Service – www.fs.fed.us

Small Quantity Generators And Conditionally Exempt Small Quantity Generators of Used Oil

Small Quantity Generator	<p>What exactly is a Small Quantity Generator (SQG) or a Conditionally Exempt Small Quantity Generator (CESQG) of used oil? These terms are defined in Title 40 of the Code of Federal Regulations.</p> <p>A Small Quantity Generator of used oil is a business that generates between 220 and 2200 pounds of used oil per month. This is about 27 to 275-gallons of used oil.</p>
Conditionally Exempt Small Quantity Generator	<p>A Conditionally Exempt Small Quantity Generator (CESQG) of used oil is a business that generates 220 pounds (27-gallons) or less of used oil per month.</p>
The Importance of CSG's and CESQG's	<p>Why is this important to CIWMB's Used Oil Recycling Program? In general, transportation of used oil must be by registered hazardous waste hauler. However, household or do-it-yourselfer (DIY) generators of used oil are exempt from this requirement, subject to several restrictions. First, these DIYs are only allowed to transport their own oil to an authorized used oil collection center. These would include Certified Used Oil Collection Centers, Household Hazardous Waste collection events, or other collection facilities as authorized by the California Health and Safety Code. Second, the DIY transporter may transport no more than 55-gallons, in containers not to exceed 55-gallons in volume, per trip.</p> <p>The California Department of Toxic Substances Control (DTSC) considers CESQG's to be the same as do-it-yourselfers, as far as transportation of used oil is concerned. This means that the operator of Tom's Lawn Mower Shop, for example, can take the used oil he generates in the operation of his business to a Certified Used Oil Collection Center and receive the recycling incentive of sixteen cents (\$0.16) per gallon, provided he takes 55-gallons or less per day, and the containers are 55-gallons or smaller.</p> <p>Note that many collection centers impose their own maximum volume of oil accepted, which may be as low as 5-gallons per person (or business) per day. It is important to call ahead to the collection center before transporting the oil.</p>

Block Grant Support Available

Block Grant funds can be used to support collection from CESQGs. In fact, CESQGs could be a group that Grantees may wish to target with education and collection opportunities. Often CESQGs "fall through the cracks" and are not aware of the rules and regulations governing used oil and filters. They are also often not aware of the opportunities for collection that are available to them.

Please note that certified center operators often are not aware that they can accept used oil and filters from CESQGs. While certified centers are not required nor expected to take large quantities of used oil from businesses, they should be encouraged to accept used oil and filters from legitimate CESQGs.

Small Quantity Generators (SQG) and Large Quantity Generators (LQG)

SQG and LQG (businesses that generate more than 275-gallons per month) must have their oil hauled by a registered hazardous waste hauler, and thus cannot bring their used oil to a certified center. These generators can, however, register as industrial generators of used oil and claim the incentive directly from the CIWMB.

Block Grant Support of SQGs and LQGs

While support of these generators is not specifically addressed in the California Oil Recycling Enhancement Act, in certain instances, it is warranted due to a particular situation in a jurisdiction. For example, there are a number of local agricultural outreach programs that support the collection of used oil from growers and ranchers.

Other groups that may warrant attention and support include independent truck drivers, small landscaping operations, logging operations, etc. Groups like these typically do not have the information and the financial ability to properly manage their used oil and filters. If a Grantee has determined that outreach to these groups is warranted, please contact your Grant Manager to discuss a strategy and what types of costs would be eligible.

More Information Available

DTSC has a very informative fact sheet on used oil management titled "Used Oil and Filter Management" updated April 2001. It is available on the DTSC website at: www.dtsc.ca.gov - select the "Publications and Forms" link, then the "Publications Index." The fact sheet is under the Keyword "Oil."

You can also contact DTSC for a copy of the Used Oil fact sheet. Specific questions on management of used oil should be directed to a DTSC duty officer by calling 1-800-728-6942 or 800 72-TOXIC. You can also call the nearest DTSC regional office:

Sacramento (916) 255-3545
Berkeley (510) 540-2122
Clovis (Fresno) (559) 297-3901
Glendale (818) 551-2800
Cypress (714) 484-5300

More information on used oil storage, management, and transportation requirements can be found in the California Health and Safety Code, sections 25218 through 25218.12, and 25250, *et seq.*

Agricultural Programs

There are approximately 83,000 farms and ranches in California that range in size from a few to tens of thousands of acres. Most farming equipment, from tractors to pumps, use lubricating oil and that oil must be managed properly after it is removed. Many Grantees have found that on some farms this is not being done. While incidents of deliberate releases of used oil are few, improper storage and management is a large and widespread problem, especially on smaller farms. The following gives some information on agricultural used oil programs that should help Grantees get started on designing a program to fit the needs of their jurisdictions.

Agricultural Used Oil Program

Block Grant funds can be used for implementation of agricultural used oil programs, including used oil and filter collection, if the grantee has identified a need and is already implementing a general used oil collection and education program. Grantees must be aware that agricultural used oil programs funded through the Block Grant must be filling a gap in service for growers in their jurisdictions, not replacing services already being paid for by growers.

Is it Right for my Business?

Grantees are encouraged to research their jurisdiction and assess the need for an agricultural used oil program. An agricultural used oil program can be as simple as an information piece developed, printed, and distributed to growers that reminds them to manage their oil properly if it is found that education is all the growers' need. If greater need is apparent, a collection program is worth looking into.

Local agricultural used oil collection programs assist growers in properly managing their used oil and filters at no or low cost and without penalty for violation of Health & Safety Code storage statutes.

Options for Collection of Agricultural Used Oil

One option for collection is self-hauling by growers of up to 55-gallons at a time, in containers no larger than 55-gallons. Changes made to the Health & Safety Code (Section 25250.11) by Assembly Bill 470 (Sher) on January 1, 2002 allow the self-hauling of oil without first becoming a licensed hazardous waste hauler or completing a hazardous waste manifest if all four of the following conditions are met:

(1) The capacity of any single container does not exceed 55-gallons;

**Oil Collection
Centers and Used
Oil Haulers**

- (2) Each shipment of used oil does not exceed 55-gallons;
- (3) The person transporting the used oil has generated the used oil; and
- (4) The person transporting the used oil does not transport greater than 55-gallons of used oil, and does not transport any used oil in any container exceeding 55-gallons in capacity, without first contacting the destination location and verifying that the location will accept the used oil.

One of the reasons it is important to contact the oil collection center before transporting oil is that some collection centers only accept a maximum of five gallons of oil at a time.

Another option for collection is on-site pickup of used oil and filters. Grantees hire a licensed used oil hauler to collect oil right on the farm. This could be done on a re-occurring basis like a curbside service for growers. If ongoing pickup service is not feasible for your area, an alternative is a one-time pick-up or "amnesty" type program to clear out large quantities of stored used oil and filters. Then when this back-log is removed, growers are educated about proper used oil and filter management and given options to properly manage their used oil themselves in the future.

These are just a few ideas that might help you begin designing an agricultural used oil program. Your Grant Manager can also help you determine if this is a priority for your jurisdiction.

**More Information
Available**

For more information on variances, call Lee Halverson of the DTSC at (510) 540-3894.

For more information on farming in California and other relevant information the following web sites may be of interest.

Earth's 911 Website: california.earth911.org/usa/master.asp
Click on the CA Programs and Events link, or click on the Agricultural Oil link to find a list of current agricultural used oil collection sites in California.

California Farm Bureau: www.cfbf.com
Every grower in the state has contact with this group in one way or another. The farm bureau is a voluntary, nongovernmental, organization of farm and ranch families seeking solutions to the problems that affect their lives. They provide numerous types of information and assistance to

growers and ranchers.

Louisiana State University Agricultural Center:
www.agctr.lsu.edu/wwwac/compost/Usedoil.html

This site has some “best management practices” information as well as some information on “things to think about” when designing a used oil collection program for the agricultural community.

State Sponsored Programs

As mandated in the California Oil Recycling Enhancement Act, the CIWMB also pursues opportunities to provide assistance and information on a statewide basis. These activities offer opportunities for local jurisdictions as well. Below are some of the activities that the CIWMB is undertaking.

California Conservation Corps - Used Oil Recycling Education Program

The Used Oil Recycling Education Program of the California Conservation Corps (CCC), in contractual agreement with the CIWMB, supports local Grantees in spreading the used oil and filter-recycling message. The CCC works primarily in rural and under served counties, but is continuing to increase other local partnerships for school presentations and for participating in outreach activities.

Highlights of activities include conferences, community events, and literature distribution. For examples: CCC Corps members staffed a booth at the California Environmental Education Interagency Network's (CEEIN) *Small School District Conference* to expand the used oil recycling message to conference participants and to inquire about future school presentations at their high schools. Nearly 9,000 storm drains have been stenciled or marked since spring of 2000. Recently, used oil crews have been stenciling in the cities of Lakeport and Porterville. In addition, crews are assisting with storm drain needs assessments throughout cities and counties by monitoring and recording the status of storm drain stencils. If you would like further information of how CCC may partner with your organization, please contact Virginia Clark, the CCC Used Oil Program Coordinator, (916) 341-3169 or e-mail at vclark@ccc.ca.gov.

Public Research Institute - Population Studies

The CIWMB approved an Interagency Agreement for the Used Oil Recycling Program to further conduct a study of the do-it-yourself population. The Used Oil Recycling Program needs current information about the oil disposal behavior, attitudes, media use, and message and incentive receptivity of California residents who change their own automotive oil. Surveys and focus groups will help the CIWMB (a) to better define and understand the target audiences for its outreach efforts and (b) to design more effective outreach tools and messages to encourage behavioral change. The surveys

will also yield more accurate estimates of the used-oil-recycling behavior of California do-it-yourselfers and improved methodology for obtaining such estimates.

For additional information, contact the Used Oil Program at (916) 341-6444 or e-mail at kyee@ciwmb.ca.gov.

**Department of Motor
Vehicle - California
Driver Handbook**

The CIWMB advertises in the Department of Motor Vehicle (DMV) California Driver Handbook. Our advertisement (which includes the 1800CLEANUP hotline) appears in the English edition (5,000,000 copies annually), the Spanish edition (900,000 copies annually), and the Chinese, Korean, Vietnamese, and Tagalog editions (20,000-50,000 copies annually). The CIWMB also will advertise in the motorcycle supplement to the driver handbook (English and Spanish) and the Parent-Teen Training Aide. DMV includes a used oil recycling advertisement and the 1800CLEANUP hotline on at least two different DMV envelopes, sending the used oil recycling message to millions of California drivers. For additional information, contact the Used Oil Program at (916) 341-6444 or e-mail at kyee@ciwmb.ca.gov.

**The California
Coastal
Commission-
Boating Clean and
Green Campaign**

The California Coastal Commission's (Commission) Boating Clean and Green Campaign is a boater public education program funded by the CIWMB's Used Oil Program. The Commission has worked with mostly local jurisdictions and nonprofit organizations to coordinate and support the efforts of local boater education efforts developing and implementing strategies for the control of oily discharges. The Commission has developed and distributed printed materials at boat shows, supply shops, marinas, and boat safety classes. They have established cooperative programs with local agencies by providing training, assistance, and support to help entities begin and continue outreach programs for the boating public. The Commission has and will continue to provide outreach to mobile boat-maintenance workers to encourage best management practices. For more information, contact Miriam Gordon at (415) 904-5214.

**Shasta Community
College**

The CIWMB in partnership with Shasta Community College in Redding is developing a new curriculum on the proper handling and management of automotive wastes and pollution prevention. Target audiences for the new materials include junior college automotive technology, environmental studies classes, and high school regional occupation programs. The new unit has been designed to include student and teacher materials for easy implementation into existing coursework and will offer Internet distribution and support tools as well. For further information you may access college website at <http://www.shasta.cc.ca.us/>.

**Earth Resource: A
Case Study Oil**

In 1998, The CIWMB announced the completion of a comprehensive 6th-12th grade integrated science curriculum that supports the messages of used oil and filter recycling. *Earth Resources: A Case Study Oil* has been extremely well received by teachers and students throughout the state and teachers continue to express interest in attending free training workshops to obtain their own copy of *Earth Resources*.

Staff in the CIWMB's Office of Integrated Education manage the distribution of *Earth Resources* as one of the many Board school education resources. In the next year, CIWMB staff will implement new marketing efforts to further the distribution of *Earth Resources* and integrate local government grant efforts and the CIWMB outreach efforts. Teacher workshops are currently being conducted. A schedule of all planned curriculum workshops can be viewed at www.ciwmb.ca.gov/schools/events/. For more information please contact the Office of Integrated Education at (916) 341-6769.

**Stormwater BMP
Guidebook**

Helpful information regarding your stormwater program, including drain insert limitations and guidelines, is provided by the California Stormwater Quality Association at <http://www.cabmphandbooks.com/>.

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description

12th Cycle Regional Used Motor Oil and Filter Recycling Public Education Program
 The program is a continuous public education effort led by Public Works to educate LA County residents about proper disposal methods of used motor oil and filters.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
California Integrated Waste Management Board	2006-07 Used Oil Block Grant – Twelfth Cycle, Grant Number UBG12-06-64	Upon Board Approval

Total Amount of Grant Funding: \$345,824 **County Match:** \$104,176 (hard costs)

Grant Period: 36 months **Begin Date:** 07/01/06 **End Date:** 06/30/2009

Number of Personnel Hired Under This Grant: 0 **Full Time:** 0 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the County obligated to continue this program after the grant expires?		NO
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		NO
b.) Identify other revenue sources (describe below)		NO
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		YES

Impact of additional personnel on existing space:
 N/A

Other requirements not mentioned above:

If the grant expires and/or if Public Works does not receive grant funds from the Waste Board, Public Works will determine if there is sufficient funds to continue the program.

Signed Grant Agreement due to the Waste Board before December 26, 2006.

Expenditure of grant funds for used oil must occur by June 30, 2009.

Department Head Signature

Date: 11-30-06