

Mattress Recycling Council California, LLC

AWARD AGREEMENT COVER SHEET

FINAL- 06-14-2022

NAME OF PROGRAM ILLEGALLY DUMPED MATTRESS PILOT STUDY		PROJECT NUMBER MRC-2D22-001
RECIPIENT NAME County of Ventura		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000944	TOTAL AMOUNT NOT TO EXCEED \$61,600.00	
TERM OF AGREEMENT FROM:	TO: June 30, 2023	

The Mattress Recycling Council California, LLC (MRC) and County of Ventura (the "Recipient"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Award Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions

Exhibit B – Procedures and Requirements

Exhibit C – Application with revisions, if any, and any amendments and additional responses.

This Agreement is of no force or effect until it is fully executed by all parties shown in the space below. Recipient shall not commence performance until it receives a written Notice to Proceed from MRC.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

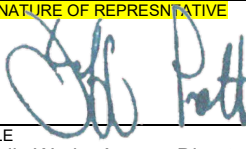
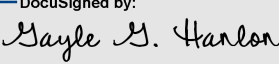
Mattress Recycling Council California, LLC		RECIPIENT REPRESENTATIVE'S NAME Jeff Pratt	
SIGNATURE OF MRC's AUTHORIZED SIGNATORY:		SIGNATURE OF REPRESENTATIVE 	
TITLE Managing Director, MRC	DATE	TITLE Public Works Agency Director	DATE 6/16/22
		RECIPIENT'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 800 S. Victoria Avenue, Ventura, CA 93009	
MRC Legal Approval DocuSigned by:  5E791D81379241F		RECIPIENT'S REPRESENTATIVE shall be a person appointed by Recipient as the point of contact who is vested with contractual authority to bind the Recipient to this Agreement.	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$ 61,600.00			
FISCAL YEAR/PROGRAM 2022 Illegal Dumping			
FUND TITLE Illegal Dumping Pilot Projects			

EXHIBIT A TERMS AND CONDITIONS

AWARDS FOR ILLEGALLY DUMPED MATTRESS PILOT STUDY Fiscal Year 2022

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

- "CalRecycle" means the California Department of Resources Recycling and Recovery
- "MRC" means the Mattress Recycling Council California, LLC
- "Award Agreement" and "Agreement" means all documents comprising the agreement between MRC and the Recipient for this award
- "MRC Award Manager" means the MRC contractor responsible for monitoring the award
- "Recipient" means the recipient of funds pursuant to this Agreement
- "Award Term" means the period running from the effective date of this Agreement through the Award Term end listed on the Award Agreement Cover Sheet
- "Parties" means both MRC and the Recipient
- "Program" means the Mattress Recycling Council Micro Award Program for Collections
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer

1. AIR OR WATER POLLUTION VIOLATION

The Recipient shall not be:

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

2. AMENDMENT

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

3. AMERICANS WITH DISABILITIES ACT

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

4. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

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

5. AUDIT/RECORDS ACCESS

The Recipient agrees that MRC 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 Recipient agrees to maintain such records for possible audit for a minimum of four (4) years after final payment date or award 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 Recipient 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 Recipient agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

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

6. AUTHORIZED REPRESENTATIVE

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

7. AVAILABILITY OF FUNDS

MRCs obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this award Program.

8. BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

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

9. COMMUNICATIONS

All communications from the Recipient to MRC shall be directed to the MRC Award Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email or letter to the MRC Award Manager. If an original document is required, prepaid mail or personal delivery to the MRC Award Manager is required following the email. Please send correspondence to Taylor Grimes at tgrimes@mrc-us.org or 501 Wythe Street, Alexandria, VA 22314.

10. COMPLIANCE

The Recipient shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Recipient 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 award funds are to be expended. The Recipient shall maintain compliance with such requirements throughout the Award Term. The Recipient shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or

other requirements necessary to carry out the terms of this Agreement. The Recipient shall ensure that all of Recipient's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of award funds.

11. CONFLICT OF INTEREST

MRC and its representatives shall avoid all conflicts of interest with any Recipient. No MRC member shall have a financial interest in any Recipient unless such interest is legally authorized. MRC and its representatives who are selecting recipients shall not vote on a matter or in any way attempt to use his or her official position to influence an award decision if he or she has a prohibited interest with respect to the Recipient.

MRC's award program may also be reviewed by CalRecycle. Therefore, the Recipient should be aware of the provision below, related to the hiring and employment of current or state employees. Recipient should contact CalRecycle if clarification is needed.

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

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

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

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

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

12. CONTRACTORS/SUBCONTRACTORS

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

13. COPYRIGHTS

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

14. CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

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

15. DISCHARGE OF AWARD OBLIGATIONS

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

16. DISCLAIMER OF WARRANTY

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

17. DISCRETIONARY TERMINATION

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

- (a) Submit a final written report describing all work performed by the Recipient.
- (b) Submit an accounting of all award funds expended up to and including the date of termination.

(c) Reimburse MRC for any unspent funds.

18. DISPUTES

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the Recipient may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to MRC Award Manager Taylor Grimes at tgrimes@mrc-us.org.

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

19. DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

20. EFFECTIVENESS OF AGREEMENT

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

21. 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.

22. ENVIRONMENTAL JUSTICE

In the performance of this Agreement, the Recipient 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.

23. EXPATRIATE CORPORATIONS

The person signing this Agreement on behalf of the Recipient certifies under penalty of MRC's Illegal Dumping Pilot Study Terms and Conditions – 05/11/202

perjury under the laws of California, that the Recipient is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

24. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

MRC will benefit from the Recipient's full compliance with the terms of this Agreement only by the Recipient's measurable and verified increase in the recycling and/or reuse of California-generated post-consumer mattresses, or improved efficiencies or increased safety in operations.

If MRC's Award Manager or Managing Director determines that the Recipient has not complied with the Award Agreement, the Recipient may forfeit the right to reimbursement of any award funds not already paid by MRC.

25. FORCE MAJEURE

Neither MRC nor the Recipient, 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, epidemic or pandemic, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by MRC or the Recipient, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

26. FORFEIT OF AWARD FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

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

27. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The Recipient is required to use Generally Accepted Accounting Principles in documenting all award expenditures.

28. MRC AWARD MANAGER

The MRC Award Manager's responsibilities include monitoring award progress, reviewing and approving Payment Requests and other documents delivered to MRC pursuant to this Agreement. The MRC Award Manager may monitor Recipient performance to ensure that the Recipient expends funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The MRC Award Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A).

29. RECIPIENT ACCOUNTABILITY

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

30. RECIPIENT'S INDEMNIFICATION AND DEFENSE OF MRC

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

31. RECIPIENT'S NAME CHANGE

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

32. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

33. NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY

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

34. NO WAIVER OF RIGHTS

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

35. NON-DISCRIMINATION CLAUSE

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

36. ORDER OF PRECEDENCE

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

- (a) Award Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Budget
- (e) Work Plan
- (f) Recipient's Application
- (g) All other attachments hereto, including any that are incorporated by reference.

37. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

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

38. PAYMENT

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. MRC shall reimburse the Recipient for only the work and tasks specified in the Work Plan or the Recipient's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The Recipient shall carry out the work described in the Work Plan or in the Recipient's Application in accordance with the approved Budget and shall obtain the MRC Award Manager's written approval of any changes or modifications to the Work Plan, approved study as described in the Recipient's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Recipient fails to obtain such prior written approval, the MRC Managing Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The Recipient shall request reimbursement on a quarterly basis or upon special request, using forms sent by the MRC Award Manager as well as supporting documentation.
- (d) Payment will be made only to the Recipient.
Reimbursable expenses shall not be incurred unless and until the Recipient receives a Notice to Proceed. Reimbursable expenses may not be incurred after the end of the Award Term.

39. PERSONAL JURISDICTION

The Recipient consents to personal jurisdiction in the State of California for all proceedings

concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Recipients expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

40. REAL AND PERSONAL PROPERTY ACQUIRED WITH AWARD FUNDS

- (a) All real and personal property, including equipment and supplies, acquired with award funds shall be used by the Recipient only for the purposes for which MRC approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Recipient continues to receive award funds from MRC for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with award funds, is used for the purpose for which MRC approved its acquisition be less than four (4) years after the end of the award term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with award funds, including all equipment and supplies, shall vest upon acquisition in the Recipient. The Recipient may be required to execute all documents required to provide MRC with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this award that MRC shall be in first priority position with respect to the security interest on any such property acquired with the award funds, unless pre-approved in writing by the Research Contractor that MRC will accept a lower priority position with respect to the security interest on the property. Recipient shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this award condition.
- (c) The Recipient may not transfer title to any real or personal property, including equipment and supplies, acquired with award funds to any other entity without the express authorization of MRC.
- (d) MRC will not reimburse the Recipient for the acquisition of equipment that was previously purchased with MRC or other award funds, unless the acquisition of such equipment with award funds is pre-approved in writing by the MRC Award Manager. In the event of a question concerning the eligibility of equipment for award funding, the burden will be on the Recipient to establish the pedigree of the equipment.

41. REASONABLE COSTS

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

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

at large.

- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the study costs.

42. RECYCLED-CONTENT PAPER

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

43. REDUCTION OF WASTE

In the performance of this Agreement, Recipient shall take all reasonable steps to ensure that materials purchased or utilized in the course of the study 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.

44. REIMBURSEMENT LIMITATIONS

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

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

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. SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

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

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 Recipient shall allow MRC and the State to access sites at which award funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the study have been resolved.

48. STOP WORK NOTICE

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

49. TERMINATION FOR CAUSE

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

50. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

51. TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to MRC as the result of any audit of the award covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Recipient to the MRC Managing Director.

52. UNION ORGANIZING

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

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

53. UNRELIABLE LIST

Prior to authorizing any contractor or subcontractor to commence work under this Award, the Recipient shall submit to MRC a Reliable Contractor Declaration from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](#), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List or MRC's Unreliable List

after award, the Recipient 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 Los Angeles 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 Los Angeles County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

55. WAIVER OF CLAIMS AND RECOURSE AGAINST MRC

The Recipient agrees to waive all claims and recourse against MRC, 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

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

57. WORKERS' COMPENSATION/LABOR CODE

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

61. INSURANCE REQUIREMENTS

The Recipient shall, during the award term, keep in force Workers' Compensation Insurance, including Employer's Liability Insurance for its employees, and Commercial General Liability Insurance with a combined minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage, and Automobile Liability coverage of \$1,000,000 per occurrence or the Self-Insured equivalent. The Certificate of Insurance or Evidence of Self-Insurance shall name MRC, LLC its directors, officers, employees, agents and assigns as additional insureds for the Commercial General Liability Insurance.

Recipient must submit current evidence of insurance before the performance of work under the award begins. Certificates of insurance and renewals are to be sent via electronic mail to: Contracts@mattressrecyclingcouncil.org. Insurance brokers shall remit all renewals to the same email address. Recipient is required to provide MRC with notification of any cancellation or change in Recipient's insurance coverage during the award term with not less than thirty days' notice prior to the date said cancellation or change becomes effective. In the event a Certificate of Insurance required by this Article should expire or be cancelled during the award term, Recipient agrees to provide, at least

thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the award term.

Compliance by the Recipient with the foregoing requirements to carry insurance and furnish certificates will not relieve Recipient from liability assumed under the provisions of this award. Recipient will require all third parties that it uses to provide any services under this contract to comply with the same insurance requirements specified above.

62. ELECTRONIC SIGNATURES

Unless otherwise prohibited by law or Recipient policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by MRC and the Recipient.

EXHIBIT B PROCEDURES AND REQUIREMENTS

AWARDS FOR ILLEGALLY DUMPED MATTRESS PILOT STUDY Fiscal Year 2022

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

INTRODUCTION

The Awards for Illegally Dumped Mattress Pilot Study is administered through the Mattress Recycling Council California, LLC (MRC). These Procedures and Requirements describe study and reporting requirements, study budget and timelines, report due dates, report contents, award payment conditions, eligible and ineligible study costs, study completion and closeout procedures, records and audit requirements.

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

PRIOR TO COMMENCING WORK

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

RELIABLE CONTRACTOR DECLARATION

Prior to authorizing a contractor(s) to commence work under this award, the Recipient shall submit to MRC Award Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [Section 17050 of Title 14](#)

(www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) and the subcontractor(s), respectively.

If a contractor (or subcontractor) is placed on the CalRecycle Unreliable List or the Mattress Recycling Council Unreliable List after receiving this award, the Recipient may be required to terminate that contract.

AWARD TERM

The Award Term begins on the date indicated in the Notice to Proceed (NTP). The Award Term ends on the Award Term end date listed on the Award Agreement Cover Sheet, the Final Progress Report and final Payment Request are due to MRC by the Award Term end date.

Award-eligible program expenditures may start no earlier than the date indicated in the

Notice to Proceed. Eligible program costs must be incurred no later than the Award Term end date.

Costs incurred to prepare the Final Progress Report, Case Study and final Payment Request are only eligible for reimbursement during the Award Term.

ELIGIBLE COSTS

All award expenditures must be for activities, products and costs specifically included in the approved Statement of Work and approved Budget. Eligible costs must be incurred, services provided and goods received after receiving a NTP and before the end of the Award Performance Period.

Any proposed revision(s) to the Statement of Work and/or Budget must be submitted in writing and pre-approved in writing by MRC's Award Manager prior to Recipient incurring the proposed expenditure. The approval document should be retained by the Recipient for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Eligible costs are limited to the following:

The Recipient will install surveillance cameras in locations where illegal dumping is highly prevalent, launch an education campaign on the appropriate methods of mattress disposal, and provide the following services under this Agreement:

A. Pilot Surveillance Program :

1. Procure eight surveillance cameras and four license plate cameras through a third-party vendor.
2. Install a total of 12 surveillance cameras along Olds Road in the Recipient's county. Recipient will provide a detailed map to MRC with specific locations on Olds Road where cameras are installed.
3. Implement daily monitoring of camera footage and track number of mattress related illegal dumping incidents for a total of 6 months.
4. Track number of mattress related incidents on Olds Road reported to the Sheriff's Office for investigation and report to MRC on the outcome of these reported incidents.

B. Education Campaign :

1. Develop outreach content with a new aesthetic and tagline for illegal dumping. The content will include the consequences of illegal dumping and references to legal actions taken by the Recipient. Throughout the content development process provide drafts to MRC for review. MRC will need at least two weeks for internal review of each draft.

2. Identify appropriate outlets for outreach content once finalized, such as social media, electronic blasts, public signage, etc.
3. Provide MRC with three identified locations for education campaign including zip code and justification for targeting the identified locations.
4. Install public signage that enforces illegal dumping and references the Recipient ordinance. Signage will be placed at two locations on Old's Road three months after the installation of the cameras. Throughout the development of public signage, the Recipient will provide drafts to MRC for review. MRC will need at least two weeks for internal review of each draft.
5. Consider other alternative media sources for illegal dumping education and report and conduct a minimum of five of the initiatives listed below. Recipient shall report to MRC on the progress of each of those selected:
 1. Video development to show the miscreants dumping illegally from camera footage.
 2. Newsprint & digital campaign by the Recipient
 3. Digital Campaign by the Recipient: Reach out the bus folks and see if it can be pitched as a public service announcement. Distribution of 25 Posters for Oxnard/Somis bus.
 4. Kick off and awareness.
 5. Radio interviews English + interview
 6. Radio one week + one interview
 7. Press release in Spanish and English included. Follow up press with results of campaign after 4 months
 8. Three Social media posts around Illegal Dumping campaign, one per month, on Recipient's media outlets - 14,500 fan base included.
 9. Integration support to find partnerships from local merchants, transportation outlets, buses, cities to help promote the messaging.
 10. Campaign electronic blasts to selected partners.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to the approved award study are ineligible for reimbursement. Contact MRC's Award Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date of the NTP letter or after the Award Term end date
- Costs unrelated to the Award study

RECIPIENT PUBLICITY : The Recipient must receive written approval from MRC before publicizing the granting of the award in any medium, including news media, brochures, social media or othertypes of promotional materials.

REPORTING REQUIREMENTS

All Monthly Progress Updates and Final Progress Report and Case Study are required

by this Agreement. Reports should be emailed to TGrimes@mrc-us.org. The reports must be current, include all required sections and documents, and must be approved by the MRC Award Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the Recipient of claims for costs incurred that might otherwise have been eligible for award funding. Any problems or delays must be reported immediately to the MRC Award Manager.

MONTHLY PROGRESS UPDATES

1. Submit monthly progress updates to MRC by the last day of each month. Progress updates and reports will include, but not be limited to, the following information:

- a) Total number of mattresses caught on film being illegally dumped.
 - Include the date, time of day and quality of footage for each incident.
- b) Result of each mattress related incident caught on camera.
- c) Report on mattress related illegal dumping cases that were reported and able to be enforced via Sheriff's Department.
- d) Report on progress of education campaign
 - Statistics on social media releases and other electronic blasts
 - Number of mailers sent to single family and multifamily residents.

2. The Recipient and MRC will meet virtually once during each quarter and at the end of the study. Meetings may also be scheduled as needed to discuss study progress.

FINAL PROGRESS REPORT

A final report must be submitted to MRC by February 1, 2023. MRC will provide a final report template to the Recipient. The final report must include, but not be limited to, the following information for the entire pilot term:

- a) Total number of illegal dumping mattress incidents caught on camera.
- b) Number of mattress related incidents reported to the Sheriff.
- c) Result of each mattress related incident caught on camera.
- d) Total number of mattresses recycled and disposed.
- e) Number of mailers sent to single family and multifamily residents.
- f) Illegal dumping impacts, including but not limited to
 - i. Analysis using 2021 data on illegally dumped mattresses as a baseline for measuring the success of the pilot programs. It will overlay historical data to see if there are reductions in illegally dumped mattresses on Old's Road.
 - ii. Analysis outlining cost and efficiency data to compare the pilot with other disposal efforts, such as the mattress/bulky item drop-off events.
 - iii. A measure of effectiveness of the technology installed at Old's Road and

- compare it against the effectiveness of previously used technology.
- iv. Analysis of the effectiveness of the public signage placed on Old's Road.

CASE STUDY & STUDY FINDINGS OUTREACH

1. Utilizing the final report submitted by the Recipient, MRC will draft a case study outlining the key takeaways from the pilot study. MRC will provide the draft of this case study to the Recipient for review.
2. The Recipient will share the final case study through mutually agreed upon outlets including but not limited to social media, website, conferences, etc.

AWARD PAYMENT INFORMATION

1. Payment to the award recipient for eligible award expenses is made on a reimbursement basis only and for only those materials and services specified in the approved Statement of Work.
2. Reimbursement may be requested quarterly during the Award Term. In conjunction with (or after) submission of the Monthly Progress Updates and in conjunction with the Final Progress Report and Case Study. MRC may consider payment requests submitted outside of the Monthly Progress Updates or Final Report periods.
3. The MRC Award Manager must approve the required Monthly Progress Update, Final Progress Report and Case Study prior to, or concurrent with, submission of the Award Payment Request.
4. The Recipient must submit a completed Award Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
5. Award payments will only be made to the Recipient. It is the Recipient's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. MRC will make payments to the Recipient as promptly as fiscal procedures permit. The Recipient can typically expect payment within 30 days of the MRC Award Manager's approval of the Monthly Progress Update, Final Progress Report or Case Study.

PAYMENT REQUEST AND DOCUMENTATION

Submit payment requests to Award Manager with:

Supporting Documentation

- A. A scanned copy of the **Award Payment Request Form and Expenditure Itemization Summary** with signature of the Award representative.
- B. An invoice for goods or services provided. Proof of payment, such as cancelled checks, invoices marked paid with a zero balance, proof of electronic funds

transfer or a receipt.

AUDIT CONSIDERATIONS

The award recipient agrees to maintain records and supporting documentation pertaining to the performance of this Award subject to possible audit for a minimum of four (4) years after final payment date or Award Term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, 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 Award funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

WORK PLAN				
Activity	End Result	Recipient/Contract or	Start Date	End Date
Camera Enforcement Implementation				
Procure 8 surveillance cameras and 4 license plate cameras through Water and Earth Technologies, Inc.	Gather evidence of illegal dumping in the right of way to provide to the Sheriff's office	Recipient and Consortium Media + Public Relationship	August 15, 2022	November 15, 2022
Install a total of 12 surveillance cameras along Old's Road.	Camera installation and testing of technology to meet the needs of the County and MRC's expectations.	Recipient	September 15, 2022	November 15, 2022
Implement daily monitoring of camera footage and track number of mattress related illegal dumping incidents. Include time of day, date and quality of footage.	Track sufficient evidence of the camera footage related to illegal dumping of mattresses.	Recipient	September 15, 2022	March 15, 2023
Track number of mattress related incidents reported to the Sheriff's Office to be investigated and report on the outcome of these	Provide evidence to District Attorney's office and track outcomes to report to MRC.	Recipient	September 15, 2022	March 15, 2023

WORK PLAN				
Activity	End Result	Recipient/Contractor	Start Date	End Date
reported incidents to MRC.				
Begin conducting data analysis for final report.	County staff will evaluate the data and analyze the pilot's success	Recipient	November 15, 2022	March 15, 2023
Case Study development	MRC will utilize the final report to develop a case study. MRC will provide the Recipient with a draft to review.	MRC staff	April 1, 2023	May 15, 2023
Case Study Finalized	Recipient will provide comments back to the MRC by March 31, 2023. MRC will finalize case study.	MRC staff and Recipient staff	May 31, 2023	June 30, 2023

WORK PLAN Education Campaign Implementation				
Begin developing outreach content with a new aesthetic and tagline for illegal dumping. The content will include the consequences of illegal dumping and references to legal actions taken by the Recipient. Outreach will be in both Spanish and English.	Educate Public to show various ways to effectively dispose mattress legally.	Contractor - Consortium Media + Public Relationship	June, 2022	November 15, 2022
Throughout the content development process provide drafts to MRC for review.	Through each phase of content drafting provide MRC with a draft for review. MRC will need at least two weeks for internal review of each draft.	Contractor - Consortium Media + Public Relationship	June 15, 2022	November 15, 2022
Identify appropriate outlets for creative content once finalized, such as social media, electronic blasts,	Develop a list of outlets that new outreach will be disseminated through.	Contractor - Consortium Media + Public Relationship	June 15, 2022	November 15, 2022

WORK PLAN Education Campaign Implementation				
newsprint, public signage, etc.	Provide MRC the list of outlets for review. MRC will need at least one week for internal review of this list.			
Identify specific locations and zip-codes to target education campaign for a total of three months.	Provide MRC with identified locations for education campaign including zip code and justification for targeting identified locations.	Recipient	September 15, 2022	October 30, 2022
Develop public signage that enforces illegal dumping and references the County ordinance.	Public signage developed to further enforce illegal dumping on Old's Road.	Recipient and Consortium Media + Public Relationship	September 15, 2022	October 15, 2022
Identify location on Old's Road to place public signage for illegal dumping.	Illegal dumping signage placed at two locations on Old's Road to evaluate efficacy of cameras and signage.	Recipient	October 15, 2022	November 15, 2022

WORK PLAN Education Campaign Implementation				
Begin disseminating outreach material to social media channels, newsprints, and electronic outlets.	<p>Educate Public to show various ways to effectively dispose mattress legally.</p> <p>Educate Public to show various ways to effectively dispose mattress legally and not commit a crime by disposing the mattress in the public road right of-way- Newsprint & digital campaign</p> <p>Reach targeted audience where illegal dumping is most prevalent.</p>	Contractor - Consortium Media + Public Relationship	July 15, 2022	November 15, 2022
Install public signage on Old's Road three-months after installment of cameras to evaluate efficacy of signage. Monitor for three months.	Illegal dumping signage placed at two locations on Old's Road to evaluate efficacy of cameras and signage versus no cameras and signage during the first three months.	Recipient	August 15, 2022	November 15, 2022

WORK PLAN Education Campaign Implementation				
Consider other alternative media sources for illegal dumping education.	<ul style="list-style-type: none"> • Video development. • Newsprint & Digital campaign on Ventura County • Digital Campaign on Ventura County: Reach out the bus folks and see if it can be pitched this as a public service • Radio interviews English + interview • Radio one week + one interview • Press release in Spanish and English included. • 3 Social media posts around Illegal Dumping campaign, one per month, on Ventura County media outlets - 14,500 fan base included. • Integration support to find partnerships from local merchants, transportation outlets, buses, cities to help promote the messaging. • Campaign electronic blasts to selected partners 	Recipient and Contractor - Consortium Media + Public Relationship	June 15, 2022	November 15, 2022

STUDY BUDGET

Hourly staff costs to implement the curbside mattress collection pilot and conduct outreach and education relevant to the pilot program and other mattress recycling options already available.

Estimated hours and hourly rates by classification are listed in the table below. Any adjustments to hourly rates to be mutually agreed upon by MRC and Recipient

Study Budget				
Task	Assigned Staff	Estimated Hours	Hourly Rate	Estimated Total Cost
Procure 8 surveillance cameras and 4 license plate cameras to replace original cameras placed at Old's Road location in 2019.	Recipient & Contractor	6	\$112.27 (Supervisor)	\$29,824.00 (material cost) +\$673.62
Install a total of 12 surveillance cameras at the Old's Road location.	Recipient	80	\$92.88 (MW IV)	\$7,430.40
Implement daily monitoring of camera footage and track number of mattress related illegal dumping incidents. Provide bi-weekly incident reports to MRC.	Recipient	150	\$74.01 (MWIII)	\$11,101.50
Track number of mattress related incidents reported to the Sheriff's Office to be investigated and report on the outcome of these reported incidents to MRC.	Recipient	Based on reporting 5 incidents 4 hrs/incident (20 Hrs)	\$112.27 (Supervisor)	\$2,245.40
Begin developing outreach content in accordance with the scope of work submitted. (aesthetic and tagline for illegal dumping.. Outreach will be in both Spanish and English.	Contractor - Consortium Media + Public Relationship			\$8000.00
Development and printing of public signage for Old's Road location.	Recipient	10	\$74.01 (MWIII)	\$740.10

Install public signage on Old's Road four-months after installment of cameras to evaluate efficacy of signage.	Recipient	8 Hrs. (2 hrs/sign for 4 signs)	\$74.01 (MWIII)	\$592.08
Data analysis and reporting. Report to MRC that outlines study description, outcomes, and measurements of success.	Recipient	6	\$156.12 (Superintendent)	\$936.72
Recipient Funding Contribution to Study				\$10,105.00
Total Study Budget Request				\$71,648.82

Total study budget shall not to exceed \$\$71,648.82 without written approval signed by MRC. MRC funding shall not exceed \$61,600.00. Recipient to cover hourly staff costs above the estimated hours.

MRC to submit payment to the following address:

Anitha Balan
County of Ventura
800 S. Victoria Avenue
Ventura, CA 93009

EXHIBIT C- APPLICATION

Please complete this form and include it as the COVER PAGE of your Application

Date: December 30, 2021

Applicant Organization: County of Ventura, Public Works Agency, Roads & Transportation Department

Organization Address: 800 S. Victoria Avenue, Ventura, CA 93009

Application Contact & Title: Anitha Balan - Deputy Director

Contact Phone Number: (805) 672-2132

Contact E-mail Address: Anitha.Balan@Ventura.org

Alternate Contact & Title: Glenn Derossett - Engineering Manager III

Alternate Contact Phone Number: (805) 654-2087

Alternate Contact E-mail Address: Glenn.Derossett@Ventura.org

If a corporation, state of incorporation: _____

Federal Tax I.D. Number: 95-6000944

I am authorized to submit this Application on behalf of the organization identified above to provide the services described in the Application.

I acknowledge receipt of, and have read, Application Invitation (including all subsequent addenda) and that I have prepared the Application. This Application is to the best of my knowledge true and accurate. I acknowledge that if facts stated in this Application are found to be false, MRC in its sole discretion may reject this Application from consideration and disqualify me and/or my organization from responding to invitations issued by MRC.

In the event that MRC selects our organization, we are prepared to enter into a formal written contract with MRC on behalf of our organization for the program described, as well as any ancillary services related to this program. This application will remain valid for 180 days from the closing date.

In preparing and submitting this RFP response, I certify that:

- no person acting for, or employed by, the Mattress Recycling Council California, LLC has a personal interest in, or is personally concerned with, this bid; and,
- no person or persons, or organizations, other than the undersigned, have, or are interested parties in this Application.

Authorized Signature: _____



Print Name: _____

Glenn Derossett

Title: _____

Deputy Director

Date: _____

December 30, 2021



APPLICATION FORM

Mattress Recycling Council

Funding for Illegally Dumped Mattress Pilot Studies

Please complete one form per qualified entity within the space provided. Please refer to the proposal solicitation for scoring criteria and other project and application requirements. Do not leave any boxes blank.

Applicant Name: County of Ventura, Public Works Agency, Roads & Transportation Department

Funding Request: \$ 40,000

Start Date: February 1, 2021

Matching Funds

(optional): \$ 10,105

End Date: December 31, 2022

Total Project Cost \$ 50,105

Project Contacts (provide 2):

Name: Anitha Balan

Title: Engineering Manager III

Organization/Company/Government Agency: County of Ventura, Public Works Agency

Address: 800 S. Victoria Ave., Ventura, CA 93009

Phone: (805) 672-2132

Email: Anitha.Balan@ventura.org

Name: Glenn Derossett

Title: Engineering Manager III

Organization/Company/Government Agency: County of Ventura, Public Works Agency

Address: 800 S. Victoria Ave., Ventura, CA 93009

Phone: (805) 654-2087

Email: Glenn.Derossett@ventura.org

Respondent Qualifications

(Describe company history, resources available to execute the project, and similar projects executed in the past):

The Ventura County, Public Works Agency, Roads & Transportation Department (VCPWA-RT) has been actively trying to reduce illegal dumping in the County, especially mattresses, for many years. In June of 2018 VCPWA-RT conducted a process improvement event from Lean Six Sigma, called a Kaizen. The process involved several meetings with various stakeholders to develop the description of a prevention program, address the reasons for the systemic dumping, determine the best method to identify culprits, and explore viable enforcement methods. The agencies involved with developing a strategy to improve the problem were: VCPWA-RT, Ventura County Code Compliance, Ventura County Environmental Health, the Sheriff's Office, California Highway Patrol, the District Attorney's Office, and Ventura County Public Health.

The stakeholders determined to do a Pilot Surveillance Program on one of the County Roads. The pilot program had multiple purposes. To catch the perpetrators and charge them with the crime while fining them for the expense of the County. Also, to obtain data on who these people are, are they residents or business owners, are they from a certain demographic, a certain city or neighborhood, are they from single family homes or apartments, etc.? This data will help us create a robust public outreach program to educate the public on where to safely dispose of mattresses and that in most cases it is free.

For the pilot program we set up 8 surveillance cameras that could capture movement and 4 license plates cameras. Photos were sent via email to an Outlook email account. Monitored daily to evaluate if images can identify vehicle and/or perpetrator. The information that had the potential to be useful was provided to the Sheriff's Office to investigate and report the incident to the District Attorney's (DA) Office. The DA's Office would examine the evidence and take actions with substantial evidence.

The Pilot Surveillance Program started in October of 2019 and is on-going. From the start until March of 2021 the results of catching culprits are: 18 different incidents were caught on camera, 9 had images clear enough to be sent to the Sheriff's Office to be investigated, 2 were closed without arrest because the Sheriff's Office was not able to positively identify the driver, 3 are open investigations, 1 unknown status, 1 has a warrant issued for the culprit, and 2 arrests.

The current difficulties we are coming across that prevents a higher rate of success with enforcement is the technology that the pilot program's camera's have. In the beginning there were incidents at night that were caught on camera, however the camera is not advance enough to have good enough quality images to make clear identification of the vehicles and culprit. We know that a majority of the illegal dumping happens at night, which this proposes a big problem in reducing illegal dumping. This leaves a big number of incidents that we are currently not able to peruse in correcting. In addition, the transmittal of the images to the network is not to the quality that would allow us to obtain the higher resolution image and videos that we would like.

What the pilot program has shown us is that we are capable of setting up a site that is active and has a high volume of illegal dumping. In addition, we do have two cases that were successful. This shows that the team and process that was selected to fulfill this need works and is worth putting more resources into it. With more knowledge and better technology our success will increase and our ability to obtain more data on the perpetrators that do this illegal and harmful act will increase as well.

Project Description/Strategy to Prevent Illegal Dumping of Mattresses
(Please provide data to support the need and strategy where applicable, and a method for measuring project success):

There are two aspects of the project we are proposing to accomplish the goal of reducing illegal dumping of mattresses. We plan on improving the enforcement through upgrading the technology of the cameras we used in our pilot program. In addition to, we plan on conducting public outreach to educate the public on the appropriate methods of legally disposing the mattresses.

The enforcement aspect of the project is to build upon the pilot program that the VCPWA-RT has already implemented, tested, and learned from. We are proposing to increase the technology of the cameras, by the picture quality, response time, wireless communication, mobility, view angle, depth perception, night vision improvements, and various other specification that will increase the evidence of the crime committed and by whom. The pilot program provided us assurance that we do have the ability to capture someone on camera, that if the evidence is clear enough it can be used for a conviction from the District Attorney and the court system, and that we have a lot of different people doing illegal dumping.

By upgrading the technology, we will be able to have a higher success rate of convictions. A better picture quality will be able to provide us with the ability to identify the culprit and make the arrest more successfully. In addition, with the ability to transmit through better wireless technology, we will be able to respond faster, as the camera will be able to capture real time. The CHP and Sheriff's office can apprehend the criminal that day with greater certainty of who they are arresting. With a wider view angle, we will be able to see the face of the culprit more clearly and what they are exactly doing.

Two of the main areas we would like to improve for the camera quality, is clarity from a distance and night vision ability. One of the difficulties we came across was the focus of the license plate from too far from the camera. We placed cameras at a lower elevation specifically to capture the license plate of the vehicles. However, once the vehicle was a certain distance away, the clarity of the license plate was not good enough to identify the vehicle and owner of the vehicle. In addition, we would have a lot of notifications that activity was going on at night, however either the night vision quality was not good enough to identify the person, or the glare of the headlights would interfere with obtaining the license plate. A camera with better night vision technology will allow us to arrest people from the majority if the time that the crime is committed.

We plan on using the data from the arrests to figure out who is actually involved with the illegal dumping. Are they individuals or business owners, do they come from a particular city, do they live in an apartment or single-family home, what demographic do they belong to? With this information we know how to target our campaign to educate the public. If they come from individuals than they may not know the resources available to legally dispose of a mattress. If it is a business owner, then we would have to take a different approach to how we handle the situation. However, without obtaining data on who is dumping we will not know where to narrow our focus on education. Without arrest we will not obtain this data. Which is why we are focused on improving our success of enforcement on illegal dumping of mattresses. However, until we obtain more arrest, we plan on doing a more broad public education program.

The public education part of the project will be directed by three main goals: 1. To design a creative campaign to freshen the message to educate the public on Illegal Dumping and how they pay twice and consequences of illegal dumping. 2. To educate the public in specific areas to reduce dumping in the road right-of-way. 3. To design a tactical campaign with elements of outreach that are both general such as on the Ventura County, Public Work Association's social platforms and a more targeted outreach for 3 specific locations in the County. The education will be conducted in both English and Spanish, it will be through the County website, social media, Newsprints, posters on busses, and radio stations.

Enforcement without education will only cause more work for illegal dumping. That is why we feel they need to go hand in hand and be going on together. We need to educate to the public that they are already paying a disposal fee for the mattress, there is really no reason to risk getting arrested for something that is free, as long as it is in the correct location. We plan on educating the public on all the various ways they can legally dispose of a mattress, free methods, and accommodating methods. We will work with providing locations of the dumps where the public can take their mattresses to at no cost. If they already have taken the effort of loading it on a truck to a roadway in the middle of nowhere, they might as well drive to a location where they can legally unload it and not be subjected to arrest. Our social media firm will focus on letting them know, illegal dumping is essentially doubling paying for disposal.

We feel that from our experience of the pilot program and the experience of our social media firm we will be able to start reducing the percentage of mattresses illegally dumped. We may not be able to fully eliminate people from doing illegal actions, however, over time we will make a significant impact and start going in the right direction of a better, healthier, and safer environment with mattresses properly disposed of. A success of this program would be a 10% reduction each year in the number of mattresses illegally dumped on the side of the road. Meaning that in 2020 we removed 278 mattresses, in 2022 if it was dropped by 10% to about 250 mattresses, and in 2023 it is reduced again by 10% to 225 mattresses. Starting the downward trend toward zero mattresses illegally dumped. As we obtain more data on criminal we will know how to focus on education and the more successful results we obtain we will know how to adapt the technology to be of high success. That is what we are trying to accomplish with this project.

Project Impact
Fill in based on annual projections

Number of mattresses prevented from being illegally dumped as a result of this project:	28 mattresses the first year
---	------------------------------

Please provide justification for the projections noted above:

The goal is to reduce the number of total mattresses illegally dumped by 10% each year. In 2020 we had 278 Mattresses Illegally Dumped, 10% of that is about 28 mattresses. The following year would be an additional 10% reduction with 25 more mattresses, and so on for each subsequent year.

MATTRESS COUNT						
			2018	2019	2020	2021
JANUARY			0	23	47	18
FEBRUARY			0	0	4	28
MARCH			0	32	0	42
APRIL			0	15	3	42
MAY			12	1	28	14
JUNE			27	31	29	15
JULY			16	15	19	17
AUGUST			21	13	20	15
SEPTEMBER			15	18	34	37
OCTOBER			52	13	49	20
NOVEMBER			11	6	21	14
DECEMBER			23	22	24	5
TOTAL			177	189	278	267

MRC WORK PLAN FUNDING FOR ILLEGALLY DUMPED MATTRESS PILOT STUDIES FY 2021-2022

Please fill in all tasks and outcomes associated with the project, as well as the name of the person responsible, and the start and end dates for each task.

Activity	End Result	Staff/Contractor	Start Date	End Date
Education -Design a creative campaign to freshen the message and to educate the general public on Illegal Dumping and how they pay twice	Educate Public to show various ways to effectively dispose mattress legally	Contractor - Consortium Media + Public Relationship	February 1, 2022	December-22
Education - To design a tactical campaign with elements of outreach that are both general such as VCPWA social platforms and present options for more targeted outreach in Spanish & English	Reach targeted audience where illegal dumping is most prevalent	Contractor - Consortium Media + Public Relationship	February 1, 2022	December-22
Education - Location Specific targeting & messaging outreach- where dumping is occurring in greater amounts.	Educate Public to show various ways to effectively dispose mattress legally and not commit a crime by disposing the mattress in the public road right-of-way- Newsprint & digital campaign	Contractor - Consortium Media + Public Relationship	March 1, 2022	December-22
Enforcement - Installation of newer and better technology cameras in the right-of-way to capture effective images of illegal dumping	Gather evidence of illegal dumping in the right of way to provide to the Sheriff's office	Staff & Contractor	March 15, 2022	December-22
Enforcement - Report to the Sheriff's office to file a report of illegal dumping	Provide evidence to District Attorney's office	Staff	March 15, 2022	December-22
Enforcement- Provide adequate evidence to the DA's office to prosecute the offenders who committed the crime of illegal dumping	Provide sufficient evidence to District Attorney's office	Staff	March 15, 2022	December-22

MRC Budget Template

Funding for Illegally Dumped Mattress Pilot Studies, FY 2021-2022

APPLICANT NAME: County of Ventura, Public Works Agency, Roads & Transportation Department

Budget Category					
Equipment and Infrastructure	Item Details	Cost/Item	# of Items	Funding Request \$ (of total for item)	Matching Funds \$ (of total for item)
Turn-Key Pan, Tilt, Zoom Surveillance Camera	Surveillance Camera	\$3,080.00	12.00	\$29,568.00	\$7,392.00
Solar Charger 10 Watt	From RECONYX	\$160.00	2	\$256.00	\$64.00
TOTAL EQUIPMENT/INFRASTRUCTURE COSTS				\$29,824.00	\$7,456.00
Staff Costs	Staff Person	Cost/Hour	# of Hours	Funding Request	Matching Funds
Manager	1	\$210.00	2	\$336.00	\$84.00
Engineer	1	\$145.00	5	\$580.00	\$145.00
Engineering Technician	2	\$105.00	8	\$1,344.00	\$336.00
				\$2,176.00	\$649.00
Public Education Expense	Staff Person	Cost/Hour	# of Hours	Funding Request	Matching Funds
Creative Content Development	1	\$125.00	18	\$1,800.00	\$450.00
Location Specific Targeting	-	\$3,500.00	Lump Sum	\$2,800.00	\$700.00
Other areas for messaging outreach	-	\$1,670.00	Lump Sum	\$1,336.00	\$334.00
Continuous monitoring of public outreach		\$2,580.00	Lump Sum	\$2,064.00	\$516.00
				\$8,000.00	\$2,000.00
TOTAL EXPENSES FOR PROJECT	50105				
Total Funding Request for Expenses	\$40,000.00				
Total Match Provided for Expenses	\$10,105.00				

BUDGET NARRATIVE (if needed): For the Camera's we need 8 camera to capture the illegal action to cover all angles and directions with 4 additional camera specifically to obtain the license plate of the vehicle.

Turn-Key Pan, Tilt, Zoom Flood Warning Camera

Prepared For: Ron Marotto, Ventura County
Prepared By: Rob Niedenzu, Water & Earth Technologies Inc.

DATE: May 13, 2016

General Project Description

WET proposes to provide an integrated video camera including telemetry equipment to support flood mitigation efforts. The following components will be provided:

1. One (1) integrated Pan, Tilt, Zoom video camera
2. Cellular (Verizon) telemetry with TCP/IP
3. Photo capture rates up to 1 per second
4. Infrared camera for night time images
5. Continuous access to camera images from both desktop workstations and mobile devices (cell phones and tablets)

Project Scope - Construction and Configuration of Camera

WET will design and order equipment for the integration of one (1) infrared camera. WET will configure and bench test all equipment prior to its shipment. The County will install the camera. WET will work with the County to determine the final photo capture rate as a function of the cellular data plan (number of bytes per month available on the data plan).

This proposal does not include the cellular data plan. It is assumed that the County will obtain the cellular data plan directly with Verizon. The County will provide the sim cards for the Verizon cellular modems prior to installation.

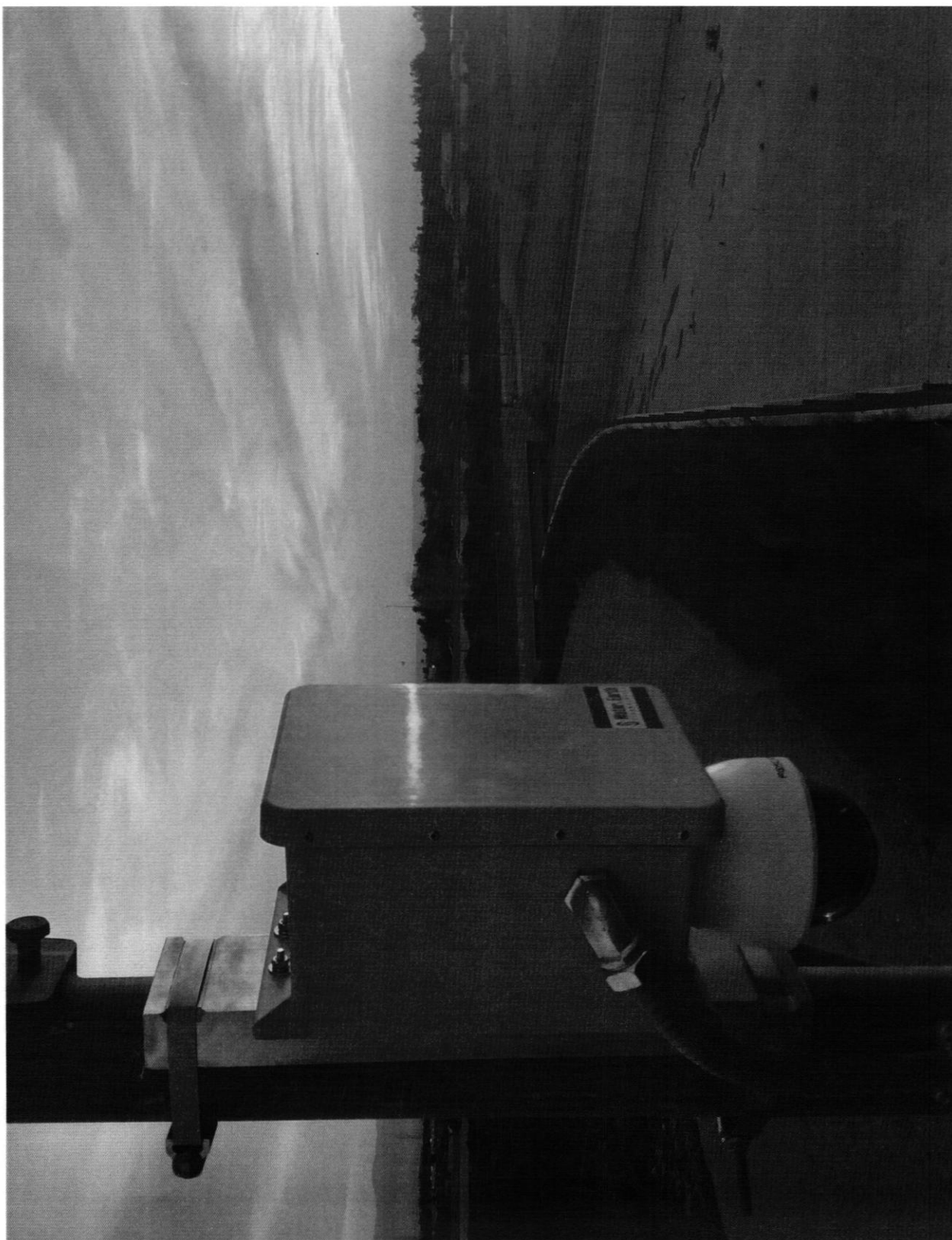
This proposal assumes the County will create an account with a third party cloud-based photo storage service such as Weather Underground or CameraFTP. Once the account is created WET will configure the cameras to upload images to this account.

Deliverables for the project will include one (1) fully functional video camera with automated upload to a cloud-based server. Photos will be available for viewing from any web-accessible computer, tablet or smart phone.

Cost Estimate

The following table summarizes the costs associated with the project as described.

Activity Description	Task	Category	Field Tech	Engineer I	Labor Cost	ODC Cost	Total Cost
		Rate/hr	\$95.00	\$105.00			
Equipment procurement	1	1	1		\$ 200	\$0	\$ 200
Configuration and bench testing	2	8	4		\$1180	\$0	\$1180
Packaging and shipment	3	1	1		\$ 200	\$100	\$ 300
Camera, cellular modem, enclosure, misc hardware	4	0	0		\$ 0	\$1400	\$1400
Total		10	6		\$1580	\$1500	\$3080





SOLAR CHARGER 10 WATT

SKU: SC10

Solar Panel, Charge Controller and Battery, all in one!
A 10 Watt Solar Panel utilizes a built-in Charge Controller to charge an internal 12 Volt, 9 Amp Hour, Sealed Lead Acid Battery, providing enough energy to power your RECONYX camera indefinitely in most situations. In extreme high use applications such as monitoring highways or other high traffic areas, multiple units can be connected together to increase capacity.

SC10 Solar Charger will power many RECONYX Cameras that have been equipped with an **External Power Connection** (not compatible with MicroFire Series Cameras). This is a great solution to power your HyperFire 2 Cellular Enabled Camera!

Innovative wedge shaped design allows maximum exposure to the sun. The unit can be hung on a wall, post or tree using a screw or lag bolt. It can also be placed atop a metal T-post and rotated 360 degrees. The 12 foot long, metal shielded cable allows flexibility in camera placement.

Approximate Dimensions: Width 12" (30cm) x Height 12" (30cm) X Depth 8.5" (21cm).

Your camera must be equipped with an external power connection (not compatible with MicroFire Series Cameras).

\$149.99

QUANTITY

-

1

+

Add to Cart

COMPATIBLE WITH:



HyperFire



HyperFire 2



UltraFire

User Guides

Related Products



[Solar Charger Mounting Bracket](#)

\$19.99

Add to Cart



[HyperFire 2 Cellular Covert IR Camera](#)

\$599.99

Add to Cart



[T-Post Camera Mount](#)

\$19.99

Add to Cart

1. SCOPE OF WORK
ILLEGAL DUMPING EDUCATIONAL CAMPAIGN

An issue for all.

Goals:

- To design a creative campaign to freshen the message to educate the public on Illegal Dumping and how they pay twice and consequences of illegal dumping!
- To educate the public in specific areas to reduce dumping in the road right-of-way.
- To design a tactical campaign with elements of outreach that are both general such as VCPWA social platforms and a more targeted outreach for 3 specific locations.

1. Creative Content Development:

Creative content development – a new look and a new tagline. Include legal actions taken- consequences for offenders.

- | | |
|---|----------|
| • This is to freshen the approach,
4 hours creative development + 1 approval process and re-edits. | \$625.00 |
| • Internal Creative theme redevelopment /Project management
4 hours internal team/creative theme development | \$500.00 |
| • Client meetings, internal meetings, approval process
4 hours | \$500.00 |
| • Matching campaign content for Eblasts, Social media
CM+GeoAlgo, signage
4 hours creative campaign elements + 1 approval process | \$625.00 |

Projected costs: 18 hours @ \$125 = \$2250.00

Note: Once elements are chosen, printing costs would need to be added.

2. Location Specific targeting:

- CM+GeoAlgo for 3 separate areas with zip codes where illegal dumping is an issue campaign for three months Campaign
\$1500, \$1000, \$1,000

Projected cost = \$3500.00

3. Other areas for messaging outreach

- Video development to show the miscreants dumping illegally from camera footage -editing blur the faces/license \$ 400
- Newsprint & Digital campaign on VC Star \$500
- Digital Campaign on VC POP: Reach out the bus folks and see if it can be pitched this as a psa. Distribution of 25 Posters for Oxnard/Somis bus. GSA will print posters \$ 150
- Kick off and awareness.
Radio interviews English + interview
Radio one week + one interview \$ 620

Projected costs: \$1670.00

Note: Once elements are chosen, printing costs would need to be added.

4. Inclusions under VCPWA scope- No additional cost:

- Press release in Spanish and English included. Follow up press with results of campaign after 4 months
- 3 Social media posts around Illegal Dumping campaign, one per month, on VCPWA media outlets - 14,500 fan base included.
- Integration support to find partnerships from local merchants, transportation outlets, buses, cities to help promote the messaging.
- Campaign Eblasts to selected partners.

Total Project Cost - \$7420.00

Example of poor night vision quality. Upgraded Cameras will fix this.



Example of License Plate Camera, caught the image but blurry license plate and upgraded camera will fix this



Image of the person in the act of illegal dumping. Can see the act but not identification, upgraded camera will fix this






A backup camera was finally able to capture the license plate, but it takes all the cameras and images together to get the act and the license plate. An upgraded camera will make this more efficient and make sure nothing is blurry.

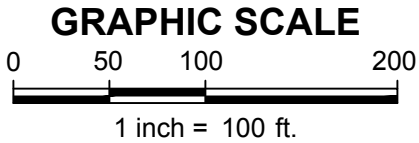
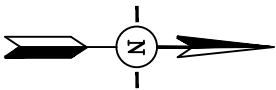




LEGEND

-  CAMERA (5FT FROM EXISTING SURFACE)
-  LICENSE PLATE CAMERA (3FT FROM EXISTING SURFACE)
-  EXISTING POWER POLE

NOTE:
CAMERAS TO BE MOUNTED ON EXISTING POWER POLE



**OLDS ROAD
CAMERA POSITIONING**

DESIGNED _____
DRAWN JH
CHECKED _____
APPROVED _____

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT**

SPEC. NO.

PROJ. NO.

SHEET 1
OF 1
DRAWING NO.

SCOPE OF WORK

ILLEGAL DUMPING EDUCATIONAL CAMPAIGN

An issue for all.

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CM+GeoAlgo, signage
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- Kick off and awareness.
Radio interviews English + interview
Radio one week + one interview

4. Other work

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- Integration support to find partnerships from local merchants, transportation outlets, buses, cities to help promote the messaging.
- Campaign Eblasts to selected partners.

Mattress Recycling Council – Grant

Additional Question Responses –

County of Ventura, Public Works Agency, Roads & Transportation

1. Please expand on the educational component of the proposal, specifically:

- a. How will the locations for the education campaign be chosen?

The location of the campaign will be based on historical information that Public Works Agency, Roads & Transportation has on file.

The Unincorporated County is very widespread, we will target the campaign to the communities in the areas that see the higher volume of illegally dumping.

- b. Will the County use a consultant to develop the education campaign and any artwork/printed material or are they doing it all in house?

Yes, the county will hire a consultant to do the educational campaign. The consultant will design a creative campaign to educate the public on illegal dumping how they pay twice for certain items (mattress) and also educate public in specific areas where dumping is occurring in greater amounts. They will also design a tactical campaign with elements of outreach that are both general such as the Public Works Agency social platform and targeted outreach for areas where dumping is occurring in greater amounts. See attached proposed scope of work.

2. How was the original location and placement of the cameras chosen back in March 2019?

Olds Road was identified as a pilot location, because of the number of mattresses, trash and frequency of the trash being routinely dumped on that roadway. The placement of the cameras were identified based on the locations adjacent to farm agricultural lands. In addition, there were no homes adjacent to the locations.

3. In 2021, the County of Ventura reported 267 illegally dumped mattresses; however, the incidents that the cameras caught were 18 which results in only 6.7% of incidents reported through use of the cameras. If only 6.7% of illegally dumped mattresses were identified using 12 cameras since 2019, where were the other 249 being illegally dumped?

We believe that the cameras used for the pilot program were not appropriate for the use. The cameras had low resolution; there was downtime when the cameras were sending emails with photos attached; the memory cards on the cameras did not have enough storage; and most importantly the cameras did not pick the dumping clearly during times when there was no daylight or had poor lighting. Without clear images the DA's office is unable to prosecute.

In addition to that, the County is very big and has multiple locations where mattresses are dumped. We are trying to focus on the worst locations first, have a solid program and then start implementing them to the other locations.

4. Where was the location of the original pilot? And were all 12 cameras setup in one location? If so, why did the County use only one location and not various locations throughout the County?
Please see attached site plan where the cameras were located. Eight (8) cameras were for capturing the images of the dumping (vehicle & the act itself). The other four (4) cameras were there to capture the license plates of the vehicles of the people dumping.

The clarity of the camera is limited in far range and the roadway that was selected, dumping occurs along an over ½ mile stretch with dumping occurring on both sides of the roadway. The number of cameras were done to prevent gaps so the entire road segment will have a camera looking to catch people dumping.

5. The County stated that the quality of images at night lacked quality – would the addition of one night vision camera to one location be adequate?

All existing cameras will need to be replaced because of the low resolution and low speed of transmission. The District Attorney's office requires very clear images of the vehicle, person, and the act of illegal dumping to be able to prosecute. Most of the dumping occurs during nighttime so all of the cameras will need to be night vision cameras and just replacing at one location will not be adequate.

6. Please provide a revised budget that provides cost estimates for the funding of 1 or 2 cameras and the educational outreach materials and implementation.

The Ventura County, Public Works Agency, Roads & Transportation does not think that just 1 or 2 cameras will allow us to capture enough of the illegal dumping to make the effort worth it. We need a way to catching an entire stretch of roadway in both directions, so the entire roadway is clean and safe.

In addition, in order to be able to persecute someone for the crime we have to have clear, solid, indisputable evidence. 1 or 2 cameras will have too many blind spots that will leave holes in the investigation. This will not allow us to persecute the criminal.

For this reason, the County of Ventura has chosen to stick with our original budget and the number of cameras we are asking the grant to fund.