



**SOLID WASTE DISPOSAL AND CODISPOSAL
SITE CLEANUP PROGRAM**

County:
Project:
Loan #:
Amount \$:
IWMB use only

LOCAL GOVERNMENT LOAN AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS _____ DAY OF _____, _____, BY AND BETWEEN THE STATE OF CALIFORNIA, INTEGRATED WASTE MANAGEMENT BOARD, hereinafter referred to as "BOARD," and THE _____, a political subdivision of the State of California, hereinafter referred to as "BORROWER".

WHEREAS, California Public Resources Code, Division 30, sections 40400-40510 has embodied the duties, powers, purposes, and responsibilities of the BOARD ; and

WHEREAS, California Public Resources Code, Division 30, section 48027 created the Solid Waste Disposal Site Cleanup Trust Fund in the State Treasury, and section 48020 authorized the BOARD to provide loans to local governments for site cleanup; and

WHEREAS, the BOARD has determined that BORROWER is responsible for site cleanup needed to protect public health and safety or the environment and requires a loan to assist in timely site cleanup; and

WHEREAS, pursuant to the above authority, the BOARD allocated a loan in the amount of \$ _____ from the Solid Waste Disposal Site Cleanup Trust Fund by Resolution Number _____ dated _____, _____ (_____/____ Fiscal Year).

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

SECTION I

1. BORROWER shall perform all work necessary to complete the following described site cleanup:

A. Detailed Project Description: _____

B. <u>Project Costs and Loan Amount:</u>	<u>Costs Eligible for Loan Funds</u>	<u>Costs Ineligible for Loan Funds</u>
(1) Site Cleanup Costs:	\$ _____	\$ _____
(2) Testing Costs:	\$ _____	\$ _____
(3) Engineering Services:	\$ _____	\$ _____
(4) Total Project Cost {(1) + (2) + (3)}:	\$ _____	\$ _____
(5) LOAN AMOUNT {Not to Exceed Line (4) Costs Eligible for Loan}:	\$ _____	

2. All money disbursed to BORROWER under this Agreement, and all interest earned on such money shall be used solely for the payment of costs necessarily incurred by BORROWER for completion of eligible site cleanup project work and repayment of BOARD'S loan.

3. BORROWER shall deposit all loan funds received from BOARD and all interest received on such money in a special cleanup account for the site cleanup project. BORROWER agrees to hold the funds and interest in this special cleanup account in trust for repayment of the loan and accrued interest. BORROWER'S expenditures from this account shall be limited to costs of eligible site cleanup work until BOARD'S loan and accrued interest are fully repaid.

Funds shall not be used for the removal, abatement, cleanup or otherwise handling in any manner of hazardous substances, as defined in 42 U.S.C. section 9601 (14), CERCLA.

4. **BORROWER** shall repay the principal amount of the loan in successive annual payments in accordance with Exhibit "A" to this Agreement plus accrued interest. Annual payments become due one year from the date the warrant is issued to **BORROWER** and each year thereafter. Payments not received by the due date will accrue interest on the unpaid principal and interest at double the rate specified in Exhibit "A" computed on a 30 day month, 360 day year basis. The **BOARD** will bill **BORROWER** monthly for additional accrued interest plus a \$200 administrative fee for each monthly billing until paid.

5. **BORROWER** will file a "Project Completion Statement" with the **BOARD** within 90 days of completion and acceptance of the site cleanup project, itemizing all eligible costs incurred by **BORROWER** for the project. **BORROWER** agrees that all loan funds received from **BOARD** for the project in excess of actual costs of eligible project work shall be returned to **BOARD** with the Statement. Such funds shall be considered as a prepayment and shall not relieve **BORROWER** of its obligation to make the annual payments in accordance with Exhibit "A" and accrued interest on the loan anniversary date until the loan is repaid in full.

6. **BORROWER** may make additional payments of any or all of the principal amount of the loan at any time with accrued interest without penalty. However, prepayments shall not relieve **BORROWER** of its obligation to make the annual payments in accordance with Exhibit "A" and accrued interest on the loan anniversary date until the loan is repaid in full.

7. Loan repayments shall be made payable to the "State of California".

8. **BORROWER** shall submit plans and specifications or detailed work plan for site cleanup to the **BOARD** for written approval within ___ calendar days of the above date of Loan Agreement. Plans and specifications or work plan shall meet design requirements of Title 14, California Code of Regulations (CCR), Division 7, Chapter 3, Article 7.8, Disposal Site Standards Closure and Postclosure; Title 23, CCR, Chapter 15, Article 4, Construction Standards; and other engineering and environmental requirements deemed applicable by the **BOARD**. **BORROWER** shall carry out and complete the site cleanup project in accordance with approved plans and specifications. Any changes or modification to said documents for eligible work shall require written approval by the **BOARD** prior to performing the changed work, or said changed work will not be eligible for payment using loan funds. Loan disbursement will not be made to **BORROWER** until plans and specifications or work plan have been approved by the **BOARD**.

9. **BORROWER** shall comply fully with applicable federal, state and local laws, ordinances, regulations and permit requirements for all work performed under this Agreement. **BORROWER**, by signing this Agreement, certifies compliance with: (a) applicable California Environmental Quality Act requirements prior to start of site cleanup; (b) nondiscrimination program requirements of Government Code Section 12990 and Title 2, CCR, Section 8103, unless exempted; and; (c) drug-free workplace requirements of Government Code Section 8355.

10. Time is of the essence in completing this project work. **BORROWER** shall enter into all necessary contracts for the site cleanup work by _____ and shall cause all work to be completed by _____ or such subsequent dates approved in writing by the **BOARD**.

11. **BORROWER** shall allow authorized Local Enforcement Agency, the **BOARD**, and other State Agency representatives to inspect the site cleanup and related work being performed at any time during the performance of the work, and shall provide full access to project records.

12. **BORROWER** agrees that the **BOARD**, the State Controller's Office, and the State Auditor General's Office, or their designated representatives, will have an absolute right of access to all of **BORROWER'S** records pertaining to this Agreement to conduct reviews and/or audits. **BORROWER'S** records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditors upon request. Such records shall be retained for at least three (3) years after loan retirement.

13. **BORROWER** agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, losses, suits or actions of every kind, brought for, or on account of, any damage or liability occurring by reason of, or resulting from site cleanup work funded by this Agreement.

14. **BORROWER**, and agents and employees of **BORROWER**, in the performance of site cleanup work funded by this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

15. **BORROWER** agrees to acknowledge **BOARD'S** support whenever work funded in whole, or part, by this Agreement is publicized in any news media, brochures, or other type of promotional material.

SECTION II

1. **Availability of Funds.** The State's obligation under this Agreement are contingent upon and subject to the availability of funds in the State Treasury's Solid Waste Disposal Site Cleanup Trust Fund.

2. **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 the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

3. **Controlling Law.** All questions concerning validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder will come within the jurisdiction of and be governed by the laws of the State of California.

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

5. **Communications.** All formal notices required by this Agreement will be given in writing and sent by prepaid mail, by personal delivery, or by FAX followed by an original. All official communications from **BORROWER** to the **BOARD** shall be directed to:

Marge Rouch, AB 2136 Program Manager
 Closure and Remediation Branch
 California Integrated Waste Management Board
 8800 Cal Center Drive
 Sacramento, CA 95826
 Phone: (916) 255-2347
 FAX: (916) 255-4073

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.			
STATE OF CALIFORNIA		BORROWER	
AGENCY Integrated Waste Management Board		BORROWER'S NAME(Governing Body, City Council, Board of Supervisors)	
BY (Authorized Signature)		BY(Authorized Signature)	
TYPED NAME OF PERSON SIGNING		TYPED NAME OF PERSON SIGNING	
TITLE		TITLE(Authorized by Resolution)	
DATE OF SIGNATURE		DATE OF SIGNATURE	
AMOUNT ENCUMBERED BY THIS AGREEMENT \$	FUND TITLE Solid Waste Disposal Site Cleanup Trust Fund	ITEM 3910-516-386	Department of General Services Use Only
PRIOR AMOUNT FOR THIS SITE CLEANUP \$	CHAPTER 655	STATUTE 1993	
TOTAL AMOUNT ENCUMBERED TO DATE \$	FISCAL YEAR	OBJECT OF EXPENDITURE(Code /Title)	
SIGNATURE OF ACCOUNTING OFFICER			DATE