

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # \*B-5

Urgent  Routine

AGENDA DATE June 30, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval for the Director of Environmental Resources to Enter into and Sign a Grant Agreement with the California Certified Unified Program Agency Forum Environmental Protection Trust Fund

STAFF RECOMMENDATIONS:

1. Approve the grant from the California Certified Unified Program Agency (CUPA) Forum Environmental Protection Trust Fund for up to \$29,308 for the period of July 1, 2015 through July 1, 2017.
2. Authorize the Director of Environmental Resources, or designee, to sign the grant agreement including any amendments with the California CUPA Forum Environmental Protection Trust Fund.

FISCAL IMPACT:

Approval of this grant will provide up to \$29,308 to the Department of Environmental Resources in funds to purchase a vehicle to enhance the ability to respond to the needs of the regulated community in an efficient and timely manner. The vehicle purchase and appropriations are included in the Fiscal Year 2015-2016 Adopted Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2015-299

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Director of Environmental Resources to Enter into and Sign a Grant Agreement with the California Certified Unified Program Agency Forum Environmental Protection Trust Fund.

## **DISCUSSION:**

The Department of Environmental Resources (Department) was designated by the State of California, Environmental Protection Agency as the Certified Unified Program Agency (CUPA) for Stanislaus County in 1997. The Hazardous Materials Division, as the CUPA, administers the following programs, pursuant to the authority granted by the California Health and Safety Code, Section 25404:

- Hazardous Materials Business Plan Program
- California Accidental Release Prevention Program
- Hazardous Waste Generator Program
- Tiered Permitting Program
- Underground Storage Tank Program (UST)
- Aboveground Petroleum Storage Tank Program (AGT)
- Medical Waste Management Program

In addition to conducting inspections, CUPA staff responds to chemical emergencies, remediates medical and hazardous waste dump sites, transports hazardous material and medical waste, and conducts investigations and enforcement.

The California CUPA (Cal-CUPA) Forum was formed to provide a single statewide organization, consolidating Unified Program implementation efforts and representing all Unified Program agencies with a single voice. The Cal-CUPA Forum strives to achieve consistency, consolidation, and coordination in the implementation of the Unified Program, in an efficient and effective manner. To achieve these goals, the Cal-CUPA Forum established a trust fund to manage and disburse grant monies from environmental case settlements to enhance the investigation, inspection and enforcement of Unified Programs throughout the State of California.

The Cal-CUPA Environmental Trust Fund grant will be used to purchase a vehicle for the CUPA inspectors. The vehicle will replace an older fleet vehicle, and will be used for inspections and transportation of hazardous waste picked up from emergency response sites. The new vehicle will also allow CUPA inspectors the ability to conduct site visits to assist the regulated community with their submittals of hazardous materials regulatory information into the California Electronic Reporting System. The grant amount awarded to the Department to purchase this vehicle is \$29,308.

## **POLICY ISSUE:**

The recommended actions support the Board's priorities of A Safe Community, A Healthy Community, Effective Partnerships, and the Effective Delivery of Public Services. It provides funding for the implementation and administration of the CUPA programs, thereby freeing up critical monies to be used for other purposes. These services support the Department's mission to promote a safe and healthy environment and improve the quality of life in the

Approval for the Director of Environmental Resources to Enter into and Sign a Grant Agreement with the California Certified Unified Program Agency Forum Environmental Protection Trust Fund.

community through a balance of science, education, partnerships, and environmental regulation.

**STAFFING IMPACTS:**

There are no staffing impacts associated with this item.

**CONTACT PERSON:**

Jami Aggers, Director of Environmental Resources. Telephone: 209-525-6770

**ATTACHMENTS:**

Cal-CUPA FORUM Grant Agreement – Pages 1-6



PO Box 2017  
Cameron Park, CA 95682-2017

**Trustees**

- Eric Scott, *Chair*
- Vince Mendes, *Secretary/Treasurer*
- Randy Sawyer, *Trustee*
- Bill Jones, *Trustee*
- Linda Kolinski, *Trustee*

**CUPA Forum Enforcement Issue Coordinator**

Bill Jones, Los Angeles County Fire

**Northern California**

Eric Scott, Glenn County

**Bay Area**

Randy Sawyer, Contra Costa County

**Central California**

Vince Mendes, Fresno County

**Southern California**

Linda Kolinski, Long Beach City

# GRANT AGREEMENT

BETWEEN THE

**CUPA Forum Environmental Protection Trust Fund**

And Stanislaus County Dept of Environmental Resources

AGREEMENT NO. 2015-6

**TRUSTEE AND GRANTEE HEREBY AGREE AS FOLLOWS:**

1. **PROVISIONS.** This grant is authorized under the governing provisions of the Regulations of the CUPA Forum Environmental Protection Trust Fund.
2. **PURPOSE.** The CUPA Forum Environmental Protection Trust Fund (hereafter Trust) shall provide a grant to and for the benefit of the Grantee for the purpose of allocating moneys from the Trust to the Unified Program Agency (UPA), in accordance with the process determined by Fund Trustees. The Grantee shall expend those funds for the purpose of implementing the Unified Programs.
3. **GRANT AMOUNT.** \$29,308.46
4. **TERM OF AGREEMENT.** The term of the Agreement shall begin on July 1, 2015 and end on July 1, 2017. The grant is for a Vehicle \$29,308.46.
5. **REPRESENTATIVES.** Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

## CUPA Forum Environmental Protection Trust Fund

**Grant Manager**

Sheryl Baldwin, *Manager*



P.O. Box 2017

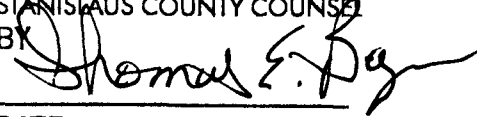
Cameron Park, California 95682-2017

Phone: (530) 676-0815

Fax: (530) 676-0515

Email: [Sheryl@calcupa.org](mailto:Sheryl@calcupa.org)

GRANTEE [UNIFIED PROGRAM AGENCY]	GRANT CONTACT
Name of Project Director	Name of Project Director
Jami Aggers	Beronia Beniamine
Street Address: 3800 Cornucopia, Ste C	Street Address: 3800 Cornucopia Way, Ste C
City, Zip: Modesto, CA 95358	City, Zip: Modesto, CA 95358
Phone: 209-525-6700	Phone: 209-525-6700
Fax: 209-525-6773	Fax: 209-525-6773
Email: bbeniamine@envres.org	Email: bbeniamine@envres.org
<p>6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:</p> <ul style="list-style-type: none"> <li>• Exhibit A REPORTING AND INVOICING PROVISIONS</li> <li>• Exhibit B SPECIAL AND GENERAL PROVISIONS</li> <li>• Exhibit C Trust GRANT APPLICATION</li> </ul>	
<p>7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.</p>	
<p>8. DEFINITIONS. The following defined terms apply throughout this Agreement:</p>	
<p>"CUPA" means Certified Unified Program Agency;  "CFB" means CUPA Forum Board  "UPA" means Unified Program Agency;  "Grantee" means UPA grant recipient  "PA" means the Participating Agency;  "Project" means the implementation of {insert project name}  "Trust" means the CUPA Forum Environmental Protection Trust Fund</p>	
<p>IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.</p>	
<p>By: </p>	<p>By: </p>
<p>Grantee Signature (as authorized by)</p>	<p>Eric Scott, Trust Chair</p>
<p>Director</p>	<p>7/13/15</p>
<p>Grantee Name, Title (Typed/Printed)</p>	<p>Date</p>
<p>7/8/15</p>	
<p>Date</p>	

APPROVED AS TO FORM:  
STANISLAUS COUNTY COUNSEL  
BY:   
DATE: \_\_\_\_\_

**EXHIBIT A  
REPORTING AND INVOICING PROVISIONS****A. REPORTING PROVISIONS**

1. The Grantee shall prepare and submit Program Implementation Status Reports, including invoices for documentation of expenditures to the:

CUPA Forum Environmental Protection Trust Fund  
Sheryl Baldwin, Grant Manager  
P.O. Box 2017  
Cameron Park, California 95682-2017

[Sheryl@calcupa.org](mailto:Sheryl@calcupa.org)

2. Each report shall provide a brief description of all the actions taken and work activities performed during the reporting period. As necessary, the report shall also include a description of any problems encountered or potential issues identified that may affect the terms, conditions, provisions, or commitments contained under this Agreement.

3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.

4. For purposes of the Grant Implementation Status Reports, the reporting period is as follows:

- a. 1<sup>st</sup> Report = July 1, 2016
- b. Final Report = July 1, 2017 unless Final has already been sent.

5. Submission of the reports and invoices shall be in accordance with the following schedule:

- a. 1<sup>st</sup> Report = July 1, 2016 or when purchases have been finalized.
- b. Final Report = July 1, 2017 Should unforeseen circumstances not allow your expenditures or the Trust does not receive validation of the expenditures the grant recipient shall return the grant funds upon request by the Trustees.

**B. INVOICING PROVISIONS**

1. Invoices shall be used to depict the expenditures incurred by the Grantee in implementation of the grant.

2. The invoice shall include all grant expenditures (direct and indirect) incurred by the Grantee during the reporting period with all receipts attached.

3. The invoice shall be submitted as an attachment to the "Implementation Status Report," in accordance with the submission schedule provided above.

4. The Grantee shall provide picture(s) of grant purchases to show proof of purchase.

5. The Grantee shall attach a property tag to any equipment purchases that indicates the equipment was purchased with THE 2015 CUPA Trust Fund.

## **EXHIBIT B SPECIAL AND GENERAL PROVISIONS**

### **A. SPECIAL PROVISIONS**

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

2. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by a majority of the Trustees or an authorized representative. The decision shall be in writing and a copy thereof furnished to the representatives of this Agreement. The decision of the Trustees shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Trustees. The decision of the Trustees shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Trustees on any question of law.

3. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:

- Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Trust amounts received and expended during the term of this Agreement, including but not limited to:
  - Trust advance allocation amounts, including interest earned;
  - Additional Trust allocations amounts;
  - All Grant implementation expenditures (direct and indirect); and
  - Running balance of Trust allocations and expenditures.

4. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the Trust allocation that shall adequately document all significant activities and actions relative to the Grant implementation, including but not limited to:

- Fiscal accounting;
- Implementation Status Reports; and,

- Invoicing and supporting documentation.

5. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with Grant implementation in an expeditious manner. The Grantee shall prepare and submit all required reports and invoices as stipulated in this Agreement.

6. **WITHHOLDING OF GRANT DISBURSEMENTS:** The Trustees may withhold all or any portion of the Trust allocations provided for by this Agreement in the event the Grantee:

- a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- b. Fails to maintain reasonable progress toward implementation of the Grant.

#### **B. GENERAL PROVISIONS**

1. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the Trust.

2. **AUDIT:** Grantee agrees that the Trust or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated Trust moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

3. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

4. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that Trust funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

5. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

6. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

7. **TERMINATION:** The Trust may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation of the Trust.

8. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.



**EXHIBIT C**  
**TRUST FUND GRANT APPLICATION**

See attached