

CERTIFIED UNIFIED PROGRAM AGENCY ELECTRONIC REPORTING
GRANT AGREEMENT
BETWEEN THE
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
AND
MONTEREY COUNTY HEALTH DEPARTMENT
CERTIFIED UNIFIED PROGRAM AGENCY
AGREEMENT NUMBER: G10-UPA-56

HEALTH DEPARTMENT
AUG 29 2011
ENVIRONMENTAL HEALTH

State and Grantee hereby agree as follows:

1. **PROVISIONS.** The following statute authorizes the State to enter into this Grant Agreement:
 - a. California Health and Safety Code, division 20, chapter 6.11, section 25404
2. **PURPOSE.** The State shall provide a grant to and for the benefit of the Grantee for the purpose of allocating monies from the regulated businesses oversight surcharge to the Certified Unified Program Agencies (CUPAs). Assembly Bill 2286 authorizes the Secretary to use funds from the oversight surcharge to provide certified unified program agencies and participating agencies assistance in implementing electronic reporting requirements through grant funds for the purposes of the system. Up to 25% of the grant is authorized to be paid in advance on approval of the grant application.
3. **GRANT AMOUNT. \$ 102,794.00**
 - a. Advanced Payment Amount. **\$ 25,698.50**
4. **TERM OF AGREEMENT.** The term of the Agreement shall begin on January 1, 2010, and end on March 31, 2013. **ABSOLUTELY NO GRANT DISBURSEMENT REQUESTS WILL BE ACCEPTED AFTER June 1, 2013.**
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:

California Environmental Protection Agency
GRANT MANAGER
James Bohon
1001 "I" Street, 2nd Floor
Sacramento, California 95814
Phone (916) 327-5097
Fax (916) 322-5615
Email: jbohon@calepa.ca.gov
GRANTEE
Name of Project Director, Title: Bruce A. Welden
Street Address: 1270 Natividad Road
City, Zip: Salinas, CA 93906
Phone: 831-755-4680
Fax: 831-755-8954
e-mail: weldenb@co.monterey.ca.us

6. **STANDARD AND SPECIAL PROVISIONS.** The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A	REPORTING AND GRANT DISBURSEMENT PROVISIONS
Exhibit B	SPECIAL AND GENERAL PROVISIONS
Exhibit C	GRANT APPLICATION
Exhibit D	TRANSITION PLAN

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.
8. DEFINITIONS. The following defined terms apply throughout this Agreement:
"Cal/EPA" means the California Environmental Protection Agency;
"CUPA" means the Certified Unified Program Agency;
"Grantee" means the; MONTEREY COUNTY HEALTH DEPARTMENT
"PA" means the Participating Agency;
"Electronic Reporting" means the Electronic Reporting requirements of Assembly Bill 2286
"Secretary" means the Secretary of the California Environmental Protection Agency; and
"State" means the State of California, including Cal/EPA.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:

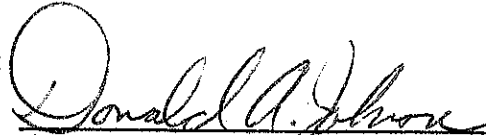


Grantee Signature

BRUCE WELDEN, SUPERVISOR
Grantee Name, Title (Typed/Printed)

AUG 17, 2011
Date

By:



Donald A. Johnson, Assistant Secretary
California Environmental Protection Agency

25 AUG 2011
Date

EXHIBIT A
REPORTING AND GRANT DISBURSEMENT PROVISIONS

A. REPORTING PROVISIONS

1. The Grantee shall prepare and submit a Transition Plan Status Reports, including Grant Disbursement Request form for documentation of expenditures, to the Cal/EPA Grant Manager at the following address:

California Environmental Protection Agency
Unified Program Section
Attn: Cathie Gause
1001 "I" Street, 2nd Floor
Sacramento, California 95814

2. The Transition Plan Status Report and Grant Disbursement Request Form will be provided by Cal/EPA upon the approval of the Grant Application.
3. Each report shall have a cover letter certified by the Project Director or the Grant Contact.
4. For purposes of the Electronic Reporting Implementation Status Reports, the reporting period is as follows:

<u>Report</u>	<u>Reporting Period</u>	<u>Report Due Date</u>
Report 1	June 1, 2010, to September 30, 2010	November 1, 2010
Report 2	October 1, 2010, to December 31, 2010	February 1, 2011
Report 3	January 1, 2011, to March 31, 2011	May 1, 2011
Report 4	April 1, 2011, to June 30, 2011	August 1, 2011
Report 5	July 1, 2011, to September 30, 2011	November 1, 2011
Report 6	October 1, 2011, to December 31, 2011	February 1, 2012
Report 7	January 1, 2012, to March 31, 2012	May 1, 2012
Report 8	April 1, 2012, to June 30, 2012	August 1, 2012
Report 9	July 1, 2012, to September 30, 2012	November 1, 2012
Report 10	October 1, 2012, to December 31, 2012	February 1, 2013
Report 11	January 1, 2013, to March 31, 2013	May 1, 2013

B. GRANT DISBURSEMENT PROVISIONS

1. Grant Disbursement Request Forms shall be used to depict the expenditures incurred by the Grantee in implementation of Electronic Reporting throughout the period of performance.
2. The Grant Disbursement Request Form shall be submitted as an attachment to the Transition Status Report, in accordance with the submission schedule provided above.
3. The Grantee shall use the Grant Disbursement Request Form template format provided by Cal/EPA.

**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. **WAIVERS:** Any term, provision, condition, or commitment of this Agreement may be waived at the discretion of Cal/EPA. All waivers shall be documented in writing.
3. **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 the Cal/EPA Assistant Secretary for Local Programs 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 Assistant Secretary 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 Secretary for Environmental Protection, with carbon copies furnished to the Cal/EPA Assistant Secretary for Local Programs and the Cal/EPA Grant Manager. The decision of the Secretary 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 Cal/EPA Assistant Secretary for Local Programs or the Secretary, on any question of law.
4. **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:
 - a. Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Electronic Reporting Grant amounts received and expended during the term of this Agreement, including but not limited to:
 - i. All Electronic Reporting implementation expenditures; and
 - ii. Running balance of grant allocations and expenditures.
5. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the allocation that shall adequately document all significant activities and actions relative to the Implementation of the Electronic Reporting Implementation, including but not limited to:
 - a. Fiscal accounting;
 - b. Electronic Reporting Implementation Status Reports; and,
 - c. Grant Disbursement Requests and supporting documentation.
6. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with Electronic Reporting implementation in an expeditious manner. The Grantee shall prepare and submit all required reports and Grant Disbursement Request Forms as stipulated in this Agreement.

7. WITHHOLDING OF GRANT DISBURSEMENTS: Cal/EPA may withhold all or any portion of the 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 Electronic Reporting implementation.
8. FUNDS CONTINGENCY: Cal/EPA's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
9. BUDGET REVISIONS: Budget revisions of 15% or less of the total agreement allocation may be made in writing and approved by Cal/EPA without an amendment to the agreement.

B. GENERAL PROVISIONS

1. ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State.
2. AUDIT: Grantee agrees that the Cal/EPA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated 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. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
3. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state 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.
4. CONFLICT OF INTEREST: The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
5. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
6. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.
7. 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.
8. 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.
9. TERMINATION: The State 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.

10. 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.

GRANT APPLICATION FORM

1. Entity Information:

Unified Program Agency Name: **Monterey County Environmental Health Division**

GRANTEE
Name of Project Director, Title: Bruce A. Welden, Supervisor, Hazardous Materials Management Services
Street Address: 1270 Natividad Road
City, Zip: Salinas, CA 93906
Phone: 831-755-4680
Fax: 831-755-8954
e-mail: weldenb@co.monterey.ca.us

2. Grant Amount: \$ 102,794.00

a. Advanced payment Requested: \$25,698.50

(Up to 25% of the grant is authorized to be paid in advance on approval of the grant.)

3. Scope of Work

To meet the electronic reporting requirements mandated by AB 2286 the Monterey County Environmental Health Division (MCEHD) will utilize \$102,794.00 in grant funds to purchase and install equipment and software, pay for data management consultation services, and train staff and businesses.

Over the time period January 1, 2010 through March 31, 2013 the MCEHD will perform several tasks to meet these goals, including: 1. Working with our data management consultant, Decade Software, to review our data within Envision Connect and develop a data assessment and gap analysis, prepare a data remediation plan, and perform necessary data remediation. In addition, Decade will develop the necessary communication standards for data transfer back and forth between the state CERS and the Monterey County Envision Connect systems with the result that MCEHD will be able to transfer its CUPA data up to, and download from, the state CERS system; 2. Procurement and installation of necessary hardware (computers, servers and printers), and software; and 3. Training of CUPA staff and members of the regulated community on using CERS.

A detailed description of activities associated with meeting the electronic reporting requirements are included in the accompanying Electronic Reporting Transition Plan and in the Work Plan section of this grant application. General implementation activities and anticipated timelines are as follows:

Milestones Tracked by MCEHD		Date
1	Upgrade to most current version of EnvisionConnect	01/2010
2	Transfer CUPA hardcopy documents to EnvisionConnect	01/2010
3	Data Assessment and Gap Analysis	01/2012
4	Data Remediation Complete	04/2012
5	Procurement and Installation of Hardware and Software	12/2012
4	Training of Staff in General Use of CERS	12/2012
5	Business outreach and training complete	01/2013

4. Work Plan

Period of Performance: January 1, 2010 through March 31, 2013.

The approximate time frame for completion of deliverables is shown in section 3 above.

1. Grant Application and Transition Plan.
 - a. Submit completed application and plan to Cal/EPA for approval.
2. Secure Board of Supervisors resolution to accept grant.
 - a. Draft Board letter and resolution.
 - b. Schedule Item for Board meeting.
3. Complete EnvisionConnect data assessment, Gap Analysis and any needed data remediation.
4. Complete data transfer of existing data from EnvisionConnect system to CERS system.
5. Purchase necessary hardware and software
 - a. Purchase and install computers, printers and servers as necessary for MCEHD and support staff
 - b. Purchase and install software as necessary for MCEHD and support staff
6. Train MCEHD inspectors and support staff on CERS system.
7. Begin local business outreach efforts.
 - a. Prepare and send CERS information notification letter to all permitted businesses.
 - b. Begin distributing information and providing assistance to owners during field inspections.
8. Continue business outreach efforts.
 - a. MCEHD will offer basic CERS guidance and support to the business community during inspections and in the office.

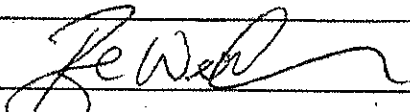
5. Projected Budget:

Program Costs	Fiscal Year 09/10	Fiscal Year 10/11	Fiscal Year 11/12	Fiscal Year 12/13
Personnel Services*	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 12,576.00
Operating Expenses	\$ 0.00	\$ 0.00	\$	\$
Travel Expenses	\$ 0.00	\$ 0.00	\$	\$
Supplies/Materials	\$ 0.00	\$ 0.00	\$	\$
Equipment/Software	\$ 0.00	\$ 0.00	\$ 15,000.00	\$ 30,468.00
Professional/Consultant Services	\$ 0.00	\$ 0.00	\$ 34,750.00	\$
FISCAL YEAR TOTAL	\$ 0.00	\$ 0.00	\$ 59,750.00	\$ 43,044.00
TOTAL	\$ 102,794.00			

*Indirect costs may not exceed 35% of grant allotment

CERTIFICATION

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge and that I am an employee of the applicant authorized to submit the application on behalf of the applicant. I further understand that any false, incomplete, or incorrect statements may result in the disqualification of this application. By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this program.

	April 6, 2011
Applicant Signature	Date

Bruce A. Welden
Printed Name of Applicant

changes. MCEHD will notify businesses by a mailed courtesy letter of the completed transition and transfer of their data.

MCEHD staff will review ongoing electronic submissions to determine approval status. After data transition is completed for most businesses, paper UPCFs will be accepted, approved, and entered by MCEHD for 6 months afterwards. After 6 months, businesses will need to enter their data online directly.

MCEHD inspection staff will assist businesses with general CERS operation onsite if possible. MCEHD will also provide computer workstations in the lobbies of the Salinas, King City and Monterey Offices for business owners who do not own or have access to a computer or an internet connection. Regulated facility owners and operators will be able to come into their local CUPA office and prepare and submit their electronic submittals on the workstations available. Online submittals will undergo an initial completeness review by MCEHD clerical staff that will set submittal status as either "received" or "in process". MCEHD inspection staff will perform more comprehensive reviews and make final approval decisions.

Mailers will be sent to businesses to notify them about the transition process and about what business owners need to do to comply. In addition, Cal/EPA resource web links will be included in the mailers and on the MCEHD web site so that businesses have access to more information about electronic reporting requirements.

Businesses may take advantage of scheduled training as outlined in Section 7.

2. Needs Assessment

MCEHD recognizes that converting their business-to-CUPA reporting system from paper/hardcopy to electronic will require an assessment of the resources needed to implement the new system. There are some critical needs that must be addressed in order to efficiently and effectively convert to and manage electronically reported data through CERS. The needs and the plan to address them are listed below:

- Apply for Cal/EPA electronic reporting grant funds to fully implement electronic reporting,
- Review and consider fee adjustments to cover long-term operational costs.
- Upgrade to latest version of EnvisionConnect to be able to download UPCF inform CERS and to store and transfer Inspection and Enforcement information.
- Assess existing data for completeness, accuracy, and compliance with Title 27 Data Dictionary.
 - Data Assessment (Gap Analysis) – Decade Software staff will evaluate the MCEHD's existing data for completeness, accuracy, and compliance with Title 27 Data Dictionary. The result is a Data Gap Analysis report.
 - Data Remediation (Data Remediation Plan) – Decade Software staff will work with MCEHD to author a Data Remediation Plan based on the findings in the Data Gap Analysis report.
 - Data Remediation (Scripting Services) – Decade Software staff will design, test, and implement SQL scripts necessary to satisfy the Data Remediation Plan.
- Install necessary hardware (computers, servers and printers) and software. New computers, printers, a server, and new software are necessary to allow MCEHD supervisory, inspection and support staff to handle, manipulate and process, in a timely manner, electronic forms and

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5. Inspection/Enforcement

Inspectors will use paper forms to record inspection and enforcement information in the field. Inspectors or clerical staff will transcribe inspection results into EnvisionConnect.

Inspectors will schedule inspections in EnvisionConnect. MCEHD will use EnvisionConnect to push inspection and enforcement information to CERS at a yet to be defined frequency acceptable to Cal/EPA.

6. Billing/Invoicing

MCEHD will use EnvisionConnect to generate invoices for regulated facilities. EnvisionConnect will utilize localized UPCF information to assess fees and generate permits. CERS does not provide for invoicing of businesses.

7. Training

Staff Training

MCEHD will provide CERS training to inspection staff based on the anticipated Cal/EPA curriculum. The purpose of this training is to guide inspectors through the general operation of CERS. Inspectors will be expected to transfer this knowledge to businesses as they meet with operators in the field.

MCEHD will take advantage of ongoing online training provided by Decade Software.

New staff will be scheduled for the initial EnvisionConnect training within two weeks after hire. MCEHD management will administer data management system training for all new hires.

Business Training

MCEHD will conduct regular outreach and provide ongoing training to the regulated community for submitting data through CERS. Outreach will occur at our three large annual environmental compliance workshops, held in March in King City, May in Salinas, and September in Salinas, and by informational mailings sent out bi-annually. Training for the business community will also occur at these three workshops, and at specialized workshops to be scheduled in Salinas, Monterey Peninsula and King City (South County) areas.

8. Help System

MCEHD will offer a basic level of assistance for CERS to regulated businesses. Businesses may call or email MCEHD clerical staff for this assistance, but inspection staff may help as well. The CERS web site will contain guidance on the general operation of CERS.

For technical or complicated issues with CERS, MCEHD staff and or businesses will contact CERS support by email at cers@calepa.ca.gov.

9. Service Contract and Grant (fiscal)

MCEHD will apply for electronic reporting grants using the application provided by Cal/EPA. The funds will be used to cover the initial costs of implementing electronic reporting. The fund distribution request is as follows:

	Activity	Applied to Grant Category	Total Cost
Agency	Hardware (new computers, printers, server)	Equipment	\$45,468.00
	Hardware (installation, configuration)	Personnel	\$8,000.00
	Business Outreach	Personnel	\$7,576.00
	Training (regulated businesses, UPA staff)	Personnel	\$7,000.00
Decade Software	Optional Data Assessment - Gap Analysis	Professional /Consultant Services	\$ 14,700.00
	Optional Data Remediation -- Data Remediation Plan	Professional /Consultant Services	\$7,350.00
	Optional Data Remediation -- Scripting Services	Professional /Consultant Services	\$12,700.00
	Total E-Reporting Transition Cost		\$102,794.00
	Less Optional State Service Contract Fees (e.g., Scanning)		\$0.00
	Less Total Grand Funds Available		\$102,794.00
	Net Cost to CUPA		\$0.00

10. Ongoing Support and Maintenance

MCEHD's annual EnvisionConnect costs will not change with CERS e-reporting. Annual expenses are already part of the MCEHD current annual budget.

11. Electronic Reporting Transition Plan Tracking

MCEHD will submit a quarterly status report and invoice to Cal/EPA to update the progress of the MCEHD transition plan. The following tables denote the list of milestones that will be tracked and reported to Cal/EPA.

Milestones Reported to Cal/EPA		Date
1	Estimated/actual start date of the CUPA Electronic Reporting Transition Plan	01/2010
2	Date CUPA select preferred data exchange methodology	07/2010
3	Date Electronic Reporting Transition Plan & Grant Application submitted	04/2011
4	Date Cal/EPA awards grant	08/2011
5	Date transfer of existing data from UPA system to CERS complete	01/2012
6	Date authorized business electronic submission	07/2012
7	Date CERS data exchange operational: business data	07/2012
8	Date CERS data exchange operational: inspection & enforcement data	07/2012
9	Date CUPA electronic reporting transition process complete (including PAs)	07/2012

Milestones Tracked by MCEHD		Date
1	Upgrade to most current version of EnvisionConnect	01/2010
2	Transfer CUPA hardcopy documents to EnvisionConnect	01/2010

3	Data Assessment and Gap Analysis	01/2012
4	Data Remediation Complete	04/2012
5	Procurement and Installation of Hardware and Software	12/2012
4	Training of Staff in General Use of CERS	12/2012
5	Business outreach and training complete	01/2013

12. SB 2286 Grant Application Process

The MCEHD will submit its Electronic Reporting Transition Plan along with its grant application to the Cal/EPA before April 15, 2011. Status reports on the use of grant funds will be submitted to Cal/EPA periodically before release of grant funds to the MCEHD.