



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 Santa Barbara County CUPA
 AGREEMENT NO. 2015-4

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.** \$27,110.45
4. **TERM OF AGREEMENT.** The term of the Agreement shall begin on July 1, 2015 and end on July 1, 2017. Vehicle \$27,110.45
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

RECEIVED

MAY 05 2015

GRANTEE (UNIFIED PROGRAM AGENCY)	GRANT CONTACT
<p>Name of Project Director Erin K. O'Connell</p> <p>Street Address: 225 Camino del Remedio</p> <p>City, Zip: Santa Barbara, CA 93110</p> <p>Phone: 805-681-4044</p> <p>Fax: 805-681-4901</p> <p>Email: erin.O'Connell@sbcphd.org</p>	<p>Name of Project Director Erin K. O'Connell</p> <p>Street Address: 225 Camino del Remedio</p> <p>City, Zip: Santa Barbara, CA 93110</p> <p>Phone: 805-681-4044</p> <p>Fax: 805-681-4901</p> <p>Email: erin.O'Connell@sbcphd.org</p>
<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"> • Exhibit A REPORTING AND INVOICING PROVISIONS • Exhibit B SPECIAL AND GENERAL PROVISIONS • Exhibit C Trust GRANT APPLICATION <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;</p> <p>"CFB" means CUPA Forum Board</p> <p>"UPA" means Unified Program Agency;</p> <p>"Grantee" means UPA grant recipient</p> <p>"PA" means the Participating Agency;</p> <p>"Project" means the implementation of {insert project name}</p> <p>"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>Grantee Name, Title (Typed/Printed)</p>	<p>Date</p>
<p>_____</p> <p>Date</p>	<p>_____</p>

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

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. 1st 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. 1st 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

Vehicle Acquisition Request

Dept. Name Public Health Department Div. Name _____ Sub Division Name _____

Part I Vehicle Being Replaced Veh. # _____ Model Year _____ Mileage _____

Type of Vehicle - Sedan, Lt. Truck, SUV, etc. _____ Make/Model _____

Assigned Operating Cost Miles driven in last 12 months _____

Name and position of primary driver _____

Where is the vehicle parked at night _____ Take Home

Primary use of the vehicle _____

Part II Replacement or Additional Vehicle Additional Vehicle Type of Vehicle Truck

Assigned Operating Cost Take Home Name and position of primary driver Erin O'Connell

State why this need cannot be met using a Pool Vehicle This is an Emergency Response and Assistance vehicle, to be used to carry equipment for sampling and analyzing hazardous materials, and personal protection including breathing apparatus and hazmat suits.

Justification for new or upgraded vehicle (new or replacing with non like vehicle) The County CUPA, which generally conducts emergency response and technical assistance to first responders, no longer has access to a vehicle that can transport the sampling, analysis, and personal protective equipment required to protect County personnel and provide technical assistance to First Responders at emergency response to hazardous materials incidents. The equipment is both bulky and heavy, does not fit in the existing EHS/CUPA vehicles, and cannot be securely stored in the existing vehicles.

Primary use of the vehicle Provide storage and transport of equipment and personnel to hazardous materials incidents.

Est. Replacement or Additional Onetime Cost \$ Fiscal to do Est. Replacement or Additional Ongoing Annual Cost \$ Fiscal to do

Fund 0001 Dept 041 Prog 2500 Org Unit _____ Proj _____ Activity _____ Area _____

Part III Report of Fleet Service Manager's Inspection of Vehicle being Replaced or Added

Fleet Recommendation Replace or Add Vehicle Do Not Replace or Add Vehicle

Fleet Recommendation Comments _____

Assigned Vehicle Inventory attached Scorecard Attached

Part IV Approvals

Requesting Department Head Signature _____ Date _____

Phone # _____ Typed Name _____

General Services Director Approve _____ Disapprove _____ Date _____

CEO Administrative Analyst Approve _____ Disapprove _____ Date _____

County Executive Officer Approve _____ Disapprove _____ Date _____



PO Box 2017
Cameron Park, CA 95682-2017

Trustees

- Michael Vizzier, *Chair*
- Elise Rothschild, *Secretary/Treasurer*
- Vince Mendes, *Trustee*
- Bill Jones, *Trustee*
- Eric Scott, *Trustee*

CUPA Forum Enforcement Issue Coordinator

- Bill Jones, Los Angeles County Fire
- Northern California**
- Eric Scott, Glenn County
- Bay Area**
- Elise Rothschild, Sacramento County
- Central California**
- Vince Mendes, Fresno County
- Southern California**
- Michael Vizzier, San Diego County

CUPA Forum Board

Environmental Protection

Trust Fund Grant Application #1

(1) ENTITY INFORMATION

You must submit one (1) application per project. All applications will be scored as one complete application and not divided up. Your application will be accepted or denied as a whole. Grant applications must be from agencies implementing one or more of the Unified Programs (UP) or from entities other than a UP, if a majority of the Trustees agree that the proposal benefits UP implementation and enforcement. The department director or designee must sign this grant application.

Name of UPA or Other Entity:

Santa Barbara County CUPA

Name of Department Head, Director or Designee:

Lawrence Fay, Director of Environmental Health Services

Name of Project Director:

Erin K. O'Connell, PG, CEG, Supervising Hazardous Materials Specialist

Address:

225 Camino del Remedio

City, State, Zip Code:

Santa Barbara, CA 93110

Phone:

805-681-4044

Fax:

805-681-4901

E-Mail Address:

Erin.O'Connell@sbcphd.org OR Erin.OConnell@sbcphd.org

(1) ENTITY INFORMATION (CONTINUED)

Name of Grant Contact: (Contact for grant implementation, progress, etc)

Erin K. O'Connell

Address:

225 Camino del Remedio

City, State, Zip Code:

Santa Barbara, CA 93110

Phone:

805-681-4044

Fax:

805-681-4901

E-Mail Address:

Erin.O'Connell@sbcphd.org OR Erin.OConnell@sbcphd.org

Number of UP Staff: Ten (up from seven!)

Number of Regulated Facilities: 1,810

Participate in the CUPA Forum: YES
(i.e. regional or TAG)

(2) EXECUTIVE SUMMARY

Provide a brief description of the purpose and benefits of the grant proposal.

The Santa Barbara County (SBC) CUPA program proposes the purchase of a hazardous materials sampling and response vehicle. (A grant application for a response vehicle was approved by the CUPA Forum Board in 2014. That vehicle has been purchased, and provides a greatly need asset to the CUPA.)

The SBC CUPA program, Santa Barbara County, and surrounding counties would greatly benefit from having a second sampling and response truck. In July 2013, the CUPA program was transferred from County Fire to Environmental Health Services (EHS) and was operating without response vehicles. Our existing inspection sedans and compact vehicles are barely able to carry respiratory and personal protective equipment, leaving no room for sampling and analytical equipment and other needed items.

We are requesting a second vehicle for three reasons: 1) the County's unique geography requires CUPA to be split between North and South County, 2) our recent CalEPA Audit indicated we needed additional personnel and, therefore, additional vehicles, and 3) the vehicles provided by the County are inadequate for emergency response.

The unique geography of SBC consists of North County which has the largest populated city of Santa Maria, as well as the smaller cities of Buellton, Solvang, Santa Ynez, and Lompoc, plus agricultural land and numerous large oilfields. South County includes the cities of Santa Barbara, Goleta, Montecito, and Carpinteria-Summerland, and includes our most heavily trafficked section of the 101 freeway. Responding to an incident in South County, with a truck that is located in North County (or vice versa) could take anywhere from one hour to well over two hours, not including traffic.

The CalEPA Audit was very helpful as it demonstrated to County management that additional personnel were needed. In response, the CUPA has hired one new staff and intends to hire two more in July 2015. Although we have vehicles for current staff, budget and County purchasing policies indicate additional vehicles for the new staff to conduct inspections will not be available until April 2016.

This proposed truck will be used daily as an inspection vehicle, as well as a sampling and response vehicle. As such, we have greatly reduced the proposed size and capabilities, and cost, to provide a more multi-functional vehicle.

In emergency response incidents, the CUPA staff assists County Fire and the various City Fire Departments. CUPA's main role is to provide technical reference and assistance including hazardous materials identification and environmental investigations, arranging for transportation and disposal, and remediation. During the first year of CUPA's transition into EHS, SBC Fire accepted a very limited role by CUPA. This arrangement was less than satisfactory and, in July 2014, the CUPA began to provide 24/7 response services to the County and City Fire Departments.

As part of the CUPA program, staff responds to hazardous materials incidents involving HazMat releases, illegal disposal cases, and the abandonment of hazardous materials and wastes. The sampling and response truck will enhance, improve, and expand the capability of our program, and aid program staff in responding to these incidents. The truck will have the capability to store sampling and monitoring equipment,

personal protective equipment, and supplies. In addition, the truck will be able to carry an EZ-Up and table, enabling staff to conduct certain functions, such as report writing and waste analysis, with efficiency and safety.

Currently, the SBC CUPA works closely with other HazMat regional teams, primarily with City of Oxnard and County of Ventura CUPAs because of our proximity. The sampling and response truck will be utilized as part of mutual aid when responding to regional HazMat incidents and other responses.

CUPA staff regularly participate in the CUPA Forum, regional meetings, TAGs, etc. CUPA Forum meetings are attended as often as possible. Five staff attended the CUPA Conference in 2014 and six attended in 2015. CUPA staff attended the last two joint central/southern meetings and will attend the next. The CUPA hosted the UST TAG in April 2014 and March 2015, and we regularly attend the HazMat TAG and LEPC meetings. The CUPA Supervisor has been on the LEPC I since 2014. It is the intention of the Supervisor to increase the capabilities, knowledge, and activity level of CUPA staff through exposure to other CUPA staff, meetings, TAGs, and trainings.

Purchasing a sampling and response vehicle has not been budgeted by the EHS or our CUPA. Upon approval of this grant, any additional and future costs for the truck will be included in the SBC CUPA budget.

During the past two fiscal years, the SBC CUPA purchased SCBAs and other respiratory equipment, sampling and analysis equipment, PPE and other clothing, and enforcement equipment. Costs will increase in the next six months due to equipping and training of new staff. These expenses are mentioned only to illustrate the seriousness of the commitment of the County, EHS, and CUPA staff to the development of a more capable and effective CUPA that is better equipped to serve the needs of our regulated community, County residents, and Fire and law enforcement personnel, as well as other CUPAs.

We are requesting that the CUPA Forum Trust purchase the vehicle directly and we will supply bids, names, and phone numbers to help facilitate this. Although a bit more direct work for the Trust (and we will do as much as possible), this method will reduce the time involved in purchasing the vehicle. The County's procedures for new vehicle purchases, even with the Trust's 2014 grant, required eight months before the CUPA received the vehicle.

We are aware that the expense for a vehicle is substantial; however, we believe the above rationale demonstrates our CUPA's need. Two separate grant applications are being submitted, one for a vehicle and another for field tablets. If the CUPA Forum Board cannot approve both, we would prefer the truck, of course, and would be delighted to be awarded both grants.

(3) GRANT AMOUNT

Grant Amount Requested: \$

(4) WORK PLAN: (SCOPE OF WORK)

The grant applicant shall develop a work plan as part of this grant application that describes the objective of the project, sustainability, anticipated goals, benefits to the UP and performance measures or measures of success in 1500 words or less. The scope of work could be as simple as describing equipment, purchase date, proposed use and benefit or as complex as a description of implementation activities, tasks and equipment to be purchased (or both). The work plan shall include a detailed timeline that delineates critical and completion dates of the activities and tasks. The work plan shall include a brief narrative summary for each activity and task that clearly describes the activity or task and depicts the steps that will be taken or the methods to be used for completion. The description(s) should include as much detail as necessary to depict the overall implementation efforts through the period of the grant. If applicable, the description should also include the degree of applicability to all elements of the UPs, e.g. hazardous waste, underground storage tanks, etc. and the degree that the proposal could be used by other agencies or replicated.

◀ Please Attach Work Plan to Application ▶

Work Plan is attached.

(5) PROJECTED BUDGET

Describe in line item detail, the expenditures, the appropriate Sales Tax and costs necessary to complete the project described in the Work Plan. The grant award must be used to pay for costs listed in this budget. The Trustees will consider "like for like" substitutions for approved grants, but the use of the grant award to pay for other costs not specified in the budget will likely be denied. The applicant will be required to provide evidence to verify that the grant allocation was used as specified in this budget.

◀ Please Attach Projected Budget to Application ▶

(6) REIMBURSEMENT OPTIONS

If more than one option is selected, then the option(s) must be specified in line item detail in the project budget.

Receive approved grant monies up front (in July of the year grant is approved)

Submit invoice for reimbursement

Have CFB Trust pay supplying entity directly (subject to discretion of Trustees)

(7) GRANTEE APPLICANT SPECIFIC CERTIFICATIONS

These criteria are mandatory. Please check all that apply:

This grant will be used to supplement the annual budget of the Grantee. It will not be used to reduce or supplant the annual operating budget of the Grantee.

The grant applicant maintains an accounting system that is sufficient to track the use of Trust Fund monies and to report on these transactions as required under the terms of the grant.

Grant applicants requesting equipment purchases must certify that their organization maintains a fixed asset tracking system and a periodic inventory of equipment is performed. A copy of the first inventory following the purchase of equipment with Trust Funds must be submitted to the Trustees.

A copy of the invoice and a picture of equipment purchased with these funds must be submitted to the Trustees within one month of purchase.

Successful applicants must acknowledge the Trust Fund's right to conduct an audit of purchase(s) made with Trust Fund monies.

Grant funds must be expended for the purposes approved in the grant within two years or repaid to the Trust Fund, unless otherwise stipulated in the grant award.

(8) 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. All procedures and mandates have been followed in the preparation of this application, including financial procurement and when approvals are necessary from the governing body. 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.

Director/Department Head or Authorized Designee Signature:

lawrence.fay@sbcphd.org

Digitally signed by lawrence.fay@sbcphd.org
DN: cn=lawrence.fay@sbcphd.org
Date: 2015.03.27 12:44:32 -07'00'

Printed name of Director/Department Head or Authorized Designee:

Erin K. O'Connell

Date:

3/27/2015

SANTA BARBARA COUNTY
Certified Unified Program Agency
225 Camino del Remedio
Santa Barbara, CA 93110

**CUPA FORUM BOARD TRUST FUND GRANT
WORKPLAN**

The Santa Barbara County CUPA (SBC CUPA) program proposes to purchase a new hazardous materials sampling and response truck. The truck will be modified to meet sampling and response needs throughout the County of Santa Barbara, and will be incorporated as part of mutual aid agreements with neighboring counties and CUPAs.

I. Objectives

The SBC CUPA program will purchase a new truck to meet the needs of the hazardous materials sampling and response program that serves Santa Barbara County with a population of approximately 430,000.

II. Unified Program

The CUPA program is an incorporated and integral part of the emergency response operations program. CUPA staff are required to be on call and available for emergency response duties. During 2014, CUPA staff responded to numerous hazardous materials incidents throughout Santa Barbara County.

Currently, CUPA staff use the existing inspection vehicles (sedans and compacts). The new truck that we recently received from the 2014 grant is a Ford F350. The current proposed truck will be a much smaller Chevy Colorado to be more multi-functional and serve as an inspection vehicle as well. The addition of the truck will benefit the CUPA program and enhance the hazardous materials response program by allowing staff to store and transport environmental monitoring equipment and PPE as well as providing the ability to perform onsite chemical hazard identification, hazcatting, and data analysis. Additionally, the truck will be able to store and transport a table and an EZ-Up tent for staff to be able to write reports, and perform other pertinent functions efficiently and safely away from the elements.

III. Staffing Plan

All CUPA are required to have training and expertise in hazardous materials spills and emergency response. Currently four staff members are certified Hazardous Materials Specialists and two are Hazardous Materials

Technicians. By the end of 2015, we should have nine Specialists. All standby CUPA personnel will be able to use the truck when responding to incidents.

IV. Implementation Timeline

- i. June 2015 – Obtain final quotes to purchase trucks. Get minimum of three price quotes to include necessary additions.
- i. July 2015 – Continue work on obtaining quotes to modify/customize trucks to meet response needs. Work with CUPA Forum Board (CFB) to purchase truck.
- ii. August 2015 – Upon receipt of CFB Grant, purchase truck.
- iii. September 2015 – Modify truck for HazMat sampling and response use.
- iv. October 2015– Place new HazMat truck into service and stock with equipment and supplies as needed.

V. Identification of regulated businesses

The CUPA program consists of approximately 1,810 regulated businesses. CUPA routinely responds to hazardous materials incidents at the various regulated businesses and any other incidents occurring within county limits. The CUPA program responds to incidents and its staff members function as a technical reference, overseeing site cleanups, and making arrangements for the safe disposal of hazardous waste/materials.

VI. Inspection and Compliance Plan

CUPA personnel are routinely on standby to respond hazardous materials incidents and cleanups including processing of cost recovery efforts and environmental investigations dealing with illegal waste disposal cases.

VII. Administrative procedures

- i. Submit Board of Supervisors (BOS) item to obtain BOS approval for acceptance of grant.
- ii. Coordinate purchase of truck with the CFB.
- iii. Update vehicle inventory with Fleet Services to have vehicle serviced and included in the service program.

**SANTA BARBARA COUNTY CUPA
GRANT APPLICATION TO
CUPA FORUM BOARD**

(5) PROJECTED BUDGET

One Chevrolet Colorado 2x4 truck	\$22,141.00
Tire fee & Documentation fees	\$88.75
Tax (8.25%)	\$1,777.68
Bedliner and lockable shell	\$413.25
Tax (8.25%)	\$34.09
Lockable shell/equipment storage, and tax Installation	\$2,155.68
	<hr/>
Total Grant Requested	\$27,110.45



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CUPA Forum Enforcement Issue Coordinator

- Bill Jones, Los Angeles County Fire
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- Vince Mendes, Fresno County
- Southern California**
- Linda Kolinski, City of Long Beach

CUPA Forum Board

Supplemental Application for Vehicles or Emergency Response Equipment

VEHICLES INTENDED USE:

Unified Program

Emergency Response

WILL THE VEHICLE BE USED SOLELY FOR CUPA PROGRAMS?

YES NO The vehicle will be utilized for other duties assigned to inspector(s) in other programs.

If "no" what is the percentage of intended use for the Unified Program?

ARE YOUR VEHICLES RUN THROUGH THE COUNTY/CITY FLEET SERVICES OR ARE THEY MANAGED THROUGH YOUR OWN DEPARTMENT?

Fleet Services

Department

Other (name)

ARE THERE "LIFE OF THE VEHICLE" POLICIES AS PER YOUR FLEET SERVICES?

YES Limit in miles 100,000

NO If yes, what is the policy? The replacement criteria for light duty vehicles is fully depreciated (72 months old) and more than 100,000 miles.

WHAT ARE YOUR BUDGET CONSTRAINTS THAT PREVENT YOU FROM PURCHASING A VEHICLE?

The Santa Barbara County CUPA has historically only had six inspector positions, plus one supervisor. Therefore, only seven vehicles have historically been included in the budget. Currently, the Supervisor and one non-inspection staff share one vehicle, and one inspector and a second non-inspection staff share another.

Upon receiving CalEPA's draft Audit/Evaluation in October 2014, County management became aware that additional staff were immediately needed. Funding for one staff was available and, upon Board of Supervisor approval in June 2015, another two staff may be hired in July. However, no new (or used) vehicles were included in this fiscal year. Even if a new vehicle is approved during and for the 2015-2016 fiscal year, the vehicle will not be available until April 2016 due to the County's purchasing policies. And we will still be two vehicles short.

FOR EMERGENCY VEHICLES AND/OR EQUIPMENT, PLEASE ANSWER THESE QUESTIONS:

HAVE YOU ATTEMPTED TO OBTAIN ANY GRANTS SUCH AS THE STATE HOMELAND SECURITY GRANT?

YES NO

If no, please explain why not:

We were unaware of other grant options or that CUPAs were eligible for grants such as the State Homeland Security Grant. Even now, we're unsure that such a grant would provide for an inspection and sampling vehicle rather than a strict emergency response vehicle such as those required by First Responders.



CUPA Forum Environmental Protection Trust Fund

P.O. Box 2017, Cameron Park, CA 95682-2017
530-676-0815 Office 530-676-0515 Fax
www.calcupa.com

☺ Trustees ☺
2014-2015

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•

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Glenn County

• Bay Area •

Randy Sawyer
Contra Costa County

•Central California•

Vince Mendes
Fresno County

•Southern California•

Linda Kolinski
Long Beach City

April 29, 2015

Santa Barbara County Environmental Health Department
Attn: Erin K. O'Connell
225 Camino del Remedio
Santa Barbara, CA 93110

Dear Erin;

Congratulations, your Grant Applications were accepted to receive funding from the CUPA Forum Environmental Protection Trust Fund. Your Grant Agreements with the items that have been accepted for funding is enclosed for your signature.

Please carefully review the agreements. You are required to meet all provisions in the grant agreement. If you agree with the terms, sign your agreement, then send the completed document to the Grant Manager, Sheryl Baldwin (at the address above), no later than July 1, 2015.

We would like to have these grants completed in a year, but you can take up to two years if needed. Once we receive your signed Grant Agreements, let us know if you request a check to your Agency on July 1st or if you will be requesting a reimbursement and will invoice us after the purchase. Accounting records will need to be sent back to us no later than July 1, 2016.

If you have any questions, please feel free to call me at 530-934-6500.

Sincerely,

Eric Scott, Chair

cc.Trustees
Sheryl Baldwin, Grant Manager