



Date: June 28, 2016

To: City Manager for Council Action

From: Fire Chief

Subject: Acceptance and Appropriation of a California Environmental Protection Agency (CalEPA) Environmental Enforcement & Training Account Grant (FY 15/16)

EXECUTIVE SUMMARY

The Fire Department administers the Certified Unified Program Agency (CUPA) program for the City of Santa Clara. The California legislature passed Senate Bill 1082 (1993), creating the CUPA system to simplify the process of regulating and managing hazardous materials and hazardous waste. Rather than having numerous state and local agencies regulating a single business, the CUPA program consolidated the enforcement of six environmental and emergency response programs under one local agency. The California Environmental Protection Agency (CalEPA) oversees the overall implementation statewide and "certifies" local counties or cities. The City of Santa Clara was certified as a CUPA in 1997.

CalEPA administers the Environmental Enforcement and Training Account Grant Program (Penal Code section 14300 et seq. and Title 27, California Code of Regulations, section 10014 et seq.). The grant provides a non-general fund source of financial assistance for environmental enforcement, education and training to enhance statewide enforcement of environmental laws. Funding sources primarily include court-approved and administratively ordered contributions from environmental enforcement settlements.

Grants may be awarded to public agencies and private nonprofit entities for training public prosecutors, peace officers, firefighters, and state or local environmental regulators in the investigation and enforcement of environmental laws. Local environmental regulators may request local assistance grants to assist in the investigation and enforcement of environmental laws, based upon a showing of substantial need and a lack of other available funding sources.

The Fire Department applied and was awarded with a \$39,000 training grant for this upcoming Fiscal Year. The grant will be used for environmental enforcement training in coordination with the Santa Clara County District Attorney's Office, Santa Clara City Attorney's Office, Cities of Palo Alto, Milpitas, Mountain View, San Jose, Sunnyvale and Gilroy Fire Departments and CUPAs.

ADVANTAGES AND DISADVANTAGES OF ISSUE

The advantage to using these grant funds to the City of Santa Clara is that it will not be utilizing expenditures from the Fire Department Operating Budget for the training of City staff. Additionally, training using a regional approach fosters consistency of the application of complex environmental laws and regulations within the Santa Clara County area.

There are no disadvantages.

ECONOMIC/FISCAL IMPACT

There is no impact to the General Fund and/or Fire Department Operating Budget. This is a one-time use grant.

RECOMMENDATION

That the Council:


1. Accept the Fiscal Year 2015/2016 California Environmental Protection Agency (CalEPA) Environmental Enforcement & Training Account Grant Program, in the amount of \$39,000, and authorize the City Manager or his/her designee to execute all documents related to the grant;
2. Approve estimated revenue from the 2015/2016 CalEPA Environmental Protection Agency Environmental Enforcement & Training Account Grant in the Fire Department Operating Grant Fund (178-7833-55580-(G)EPA16) and appropriations of \$39,000, to the Fire Department Operating Grant Fund expenditure account 178-7833-87830-(G)EPA16.



William G. Kelly
Fire Chief

Certified as to Budget Form:





Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:



Rajeev Batra
Acting City Manager

FIVE COUNCIL VOTES

Documents Related to this Report:

- 1) 2015 CalEPA Environmental Enforcement and Training Account Grant Program Letter dated March 14, 2016
- 2) CalEPA Environmental Enforcement & Training Account Grant Program - Grant Award & Authorization Form Fiscal Year: 2015/2016



Edmund G. Brown Jr.
Governor

Matthew Rodriguez
Secretary for Environmental Protection

March 14, 2016

RECEIVED

MAR 17 2016

S.C.F.D.

Soulmaz Brazil
Santa Clara City Fire Department
1675 Lincoln Street
Santa Clara, CA 95050

Re: 2015 CalEPA Environmental Enforcement and Training Account Grant Program

Dear Ms. Brazil:

The California Environmental Protection Agency is pleased to inform you that the Santa Clara City Fire Department has been approved to receive 2015 Environmental Enforcement and Training Account grant funds in the amount of **\$39,000**.

A formal grant agreement for your review and any further instructions will follow soon. Thank you for your interest in the program and we look forward to supporting your efforts in environmental enforcement, education and training. If you have any questions, please contact Jessica Diedesch at (916) 322-2935 or Jessica.Diedesch@calepa.ca.gov.

Sincerely,

Alice Reynolds
Deputy Secretary for Law Enforcement and Counsel
California Environmental Protection Agency



**CalEPA
Environmental Enforcement & Training Account
Grant Program**

**Grant Award & Authorization Form
Fiscal Year: 2015/2016**

Your Fiscal Year 2015/2016 application for Environmental Enforcement and Training Account Grant funds has been approved as follows:

Name of Applicant: Santa Clara Fire Department

Grant Amount: \$39,000

Grant Number: EETAG1504

You are authorized to utilize grant funds to support environmental enforcement training for hazardous materials division employees, and to organize and host quarterly trainings for region-wide law enforcement and environmental regulators. This award is authorized according to the requirements described in the following documents, which are attached and incorporated as part of this grant award:

- Exhibit A: Procedures and Requirements
- Exhibit B: Terms and Conditions
- Exhibit C: Amended Budget
- Exhibit D: Approved Grant Application
- Exhibit E: Grant Disbursement Request

***Grant Award & Authorization Form
(Continued)***

The undersigned parties agree to the terms and conditions as set forth in this grant award. The undersigned parties certify under penalty of perjury that they are duly authorized to bind the parties to this grant.

Date: _____

Date: _____

CalEPA Office of the Secretary

Grantee

Signature of Authorized Official

Signature of Authorized Official

ERIC JARVIS
Assistant Secretary
Fiscal & Administration

RAJEEV BATRA
Acting City Manager
City of Santa Clara

EXHIBIT A PROCEDURES AND REQUIREMENTS

The Environmental Enforcement and Training Grants are administered by the California Environmental Protection Agency (CalEPA). These Procedures and Requirements describe project and reporting requirements, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

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

- **“Applicant”** means the entity applying for a grant.
- **“Application”** means the information an applicant provides CalEPA when applying for a grant.
- **“BDOs”** means CalEPA’s Boards, Departments, and Office.
- **“CalEPA”** means California Environmental Protection Agency.
- **“Environmental Justice”** means “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies,” as defined by Government Code section 65040.12.
- **“Grant”** means a sum of money to assist an enterprise deemed advantageous to the public.
- **“Grant Manager”** means the CalEPA Environmental Enforcement and Training Grant Program staff person responsible for monitoring the grant.
- **“Grant Administrator”** means the person from the Grantee who is responsible for the day-to-day management of the project.
- **“Grantee”** means the eligible organization that receives the funding from the grant.
- **“Signature Authority”** means the person duly authorized and empowered to execute in the name of the applicant all grant-related documents.
- **“Secretary”** means the Secretary for California/EPA or his or her designee(s).

I. TIMETABLE

Item	Due Date
Grant Application Cycle Opens	September 1, 2015
Grant Application Due	September 30, 2015
Grants Disbursed (100%)	Fourth Quarter FY 2015/16 (April-June 2016)
First Progress Report	July 30, 2016
All Other Progress Reports	Quarterly (due 30 days after the end of each calendar quarter)
Final Report	Due 30 days after the end of the project or July 30, 2017 (whichever occurs first)

II. REPORTING REQUIREMENTS

Grant projects should be completed within the timeframes set out in the approved Work Plan. The Grantee shall provide CalEPA with quarterly reports within 30 days of the end of each calendar quarter (March, June, September, December) and a final progress report within 30 days of the end of the project or July 30, 2017, whichever occurs first. Unused grant funds at the end of the fiscal year may be returned to CalEPA or, if approved by CalEPA, extended for use in the following fiscal year.

III. PROGRESS REPORTS (not including Final Report)

Progress Report(s) shall include, at a minimum, the following:

- A. The Grant number, Grantee's name, Grantee's contact information, and reporting period.
- B. A description of work completed, arranged according to tasks and activities shown in Grantee's approved Work Plan. Include as an overall summary, or in each section, responses to the following questions as applicable:
 - i. What were the successes (so far) in relation to goals and objectives?
 - ii. What problems/challenges were discovered during implementation?
 - iii. How were problems or challenges (if any) resolved during this reporting period?

- C. A brief discussion of work remaining to be conducted pursuant to the grant. If necessary, discuss any adjustments to the Work Plan resulting from your process evaluation. **The Grant Manager must give written pre-approval for any changes to the approved Work Plan or Budget.**
- D. Expenditure itemization summary describing how much of the grant funds have been spent and on what. The expenditure itemization summary should track the approved Budget.

IV. INELIGIBLE COSTS

Any costs not included in your approved budget, and not directly related to the approved grant project, are ineligible. If you have any questions regarding ineligible costs, contact the Grant Manager.

Examples of ineligible costs for funding include the following, but not limited to:

- A. Lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
- B. Litigation, administrative challenges, enforcement action, or any type of adjudicatory proceeding.
- C. Funding of a lawsuit against any governmental entity, business, or project owned by a business.
- D. Other state grant programs.
- E. Performance of any technical assessment for purposes of opposing or contradicting a technical assessment prepared by a public agency.
- F. Food and drinks that are not an integral part of the conference or event (i.e., the conference or training continues to be conducted while the meal is served and consumed).
- G. Profit or mark-up by the Grantee.
- H. Out-of-State travel.
- I. Overtime costs/compensated time off (except for when law or labor contract requires overtime compensation).

- J. Travel expenditures that exceed the State rate (for hotel and meal rates, see <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).
- K. Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations.
- L. Expenses for audits of the Grantee's entire organization, or portions thereof that include a review of one of the CalEPA Environmental Enforcement and Training Grants cycles.
- M. Costs deemed by the CalEPA Grant Manager to be unreasonable or not related to the purpose of the grant.
- N. Other work deemed ineligible by CalEPA, consistent with state law.

V. FINAL REPORT

The Final Report summarizes the entire grant term and shall include:

- A. The Grant number, Grantee's name, Grantee's contact information, and Grant Term.
- B. The following disclaimer statement:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Environmental Protection Agency, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
- C. Description of activities that were undertaken, continued, and completed during the reporting period. Activities should be arranged by the categories shown in your approved Work Plan.
- D. Summary of results and evaluation of program, as applicable to your Work Plan, which includes responding to the following questions.
 - i. What are the methods used to evaluate project effectiveness?
 - ii. What were the successes in relation to goals and objectives?
 - iii. What problems/challenges emerged during implementation? How did you resolve them?

- iv. What would you do differently if you had the project to design all over again?
 - v. What "best practices" might be shared with other areas?
- E. A final Expenditure Itemization Summary. All expenditures must be itemized. (An expenditure itemization summary should look like the approved Budget with all actual expenses accounted for and itemized.)
- i. Supporting Documentation. Appropriate documentation must be submitted with the final report and copies of submitted documentation should be maintained and kept for all grant expenditures. Documentation should be retained for a minimum of three years after the close of the Grant Term for audit purposes, or for a longer period of time if warranted to resolve any issues with this Agreement. For a more detailed description, see Audit/Records Access in Exhibit B. Types of acceptable documentation include:
 - a) Invoices. Invoices must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased, amount due, and date.
 - b) Receipts. Receipts should include the same information as invoices.
 - c) Purchase orders with proof of payment. Purchase orders should include the same information as invoices and receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
 - d) Personnel Expenditure Summary. Document personnel expenditures based on actual time spent on grant related activities. The name, title, rate, personnel rate totals of the staff being paid under the grant, and the name, title and original signature of personnel supervisor or authorized signature authority identified on original grant application can be used for supervisory signature and title must be included on the personnel expenditure summary submitted.
 - e) Travel Expense Summary. Document costs related to travel and include supporting documentation.

f) Basic Travel Policies

1. Limit attendance at conferences and meetings to those directly concerned with the topic.
2. Use the most economical method of transportation. Consider the time you will be away from the office and the direct cost of the methods that may be used.
3. Avoid back-tracking and duplicate travel whenever possible.

VI. EXCEPTIONS

Exceptions to the provisions of the Agreement will be considered on a case-by-case basis. Requests must be submitted in writing, and pre-approved in writing, by the Grant Manager. The Grantee is responsible for retaining documentation of any exceptions to the Agreement for audit purposes.

VII. GRANT MANAGER

The Grant Manager during the term of this Agreement is Jessica Diedesch. All reports and written correspondence and inquiries regarding this project shall be directed to:

CalEPA, Environmental Enforcement and Training Grant Program
Attn: Jessica Diedesch
1001 I Street, MS 25C
Sacramento, CA 95811

Phone: (916) 322-2935
Email: jessica.diedesch@calepa.ca.gov

EXHIBIT B TERMS AND CONDITIONS

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| 1. ACKNOWLEDGEMENTS | The Grantee shall acknowledge CalEPA's support each time projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of CalEPA's support must state "California Environmental Protection Agency Environmental Enforcement and Training Grant Program." Initials or abbreviations for CalEPA shall not be used. |
| <hr/> | |
| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's use of materials. |
| <hr/> | |
| 3. AIR/WATER POLLUTION VIOLATION CERTIFICATION | <p>The Grantee shall not be:</p> <ul style="list-style-type: none">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. |
| <hr/> | |
| 4. 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. |
| <hr/> | |
| 5. AMERICANS WITH DISABILITIES ACT | The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.) |
| <hr/> | |
| 6. ASSIGNMENT, SUCCESSORS AND ASSIGNS | This Agreement may not be assigned by the Grantee, either in whole or in part, without CalEPA's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of CalEPA, the Grantee, and their respective successors and assigns. |
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7. **AUDIT/RECORDS
ACCESS**

The Grantee agrees that CalEPA, the Department of Finance, the Bureau of State Audits, 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 Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, 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 Grantee 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 Grantee 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.

[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. 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.]

8. **AUTHORIZED
REPRESENTATIVE**

The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CalEPA on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity of the authorized representative.

9. **AVAILABILITY OF FUNDS**

CalEPA's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant. 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 Agreement.

10. **COMMUNICATIONS**

All communications from the Grantee to CalEPA shall be directed to the Grant Manager. All notices and reports required by this Agreement shall be given in writing by email or letter to the Grant Manager as identified in Exhibit A. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email communication.

11. **COMPLIANCE**

The Grantee shall comply fully, and require any of its contractors and subcontractors to comply fully, with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee 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 grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee 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. Any deviation from the requirements of this section shall result in non-payment of grant funds.

12. 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 the computer software in violation of copyright laws.

13. CONFIDENTIALITY/
PUBLIC RECORDS

The Grantee and CalEPA acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code ("GC") Section 6250 et seq. CalEPA agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to CalEPA, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

14. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, CalEPA must be contacted immediately for clarification.

Current State Employees (Public Contracts Code (PCC) § 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 (PCC § 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 Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420)

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and CalEPA. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.

**15. CONTRACTORS/
SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalEPA and any contractors or subcontractors of the Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to CalEPA 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 Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalEPA's obligation to make payments to the Grantee. As a result, CalEPA shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

16. CONTROLLING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**17. COPYRIGHTS AND
TRADEMARKS**

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalEPA a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials, including images and text, produced pursuant to this Agreement, for non-profit, non-commercial purposes, and to have or permit others to do so on CalEPA's behalf. Grantee 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 CalEPA pursuant to this section.

**18. DISCHARGE OF GRANT
OBLIGATIONS**

Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalEPA.

**19. DISCLAIMER OF
WARRANTY**

CalEPA 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 CalEPA 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 grant funds. In no event shall CalEPA 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 grant funds awarded under this Agreement.

20. DISCRETIONARY
TERMINATION

The Secretary shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

- a. Submit a final written report describing all work performed by the Grantee;
 - b. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - c. Reimburse CalEPA for any unspent funds.
-

21. DISPUTES

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

22. DRUG-FREE
WORKPLACE
CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 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 Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
-

23. EFFECTIVENESS OF
AGREEMENT

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

24. 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.

25. ENVIRONMENTAL
JUSTICE

In the performance of this Agreement, the Grantee 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.

26. 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.

[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. 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.]

27. FORCE MAJEURE

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

28. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

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

29. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The Grantee is required to use Generally Acceptable Accounting Principles in documenting all grant expenditures.

30. GRANTEE ACCOUNTABILITY

The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate part or its entire program. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the project funded by the grant. CalEPA will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. In the event an audit should determine that grant funds are owed to CalEPA, the Grantee is responsible for repayment of the funds to CalEPA.

31. GRANTEE'S NAME CHANGE

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

32. MEALS,
REFRESHMENTS, &
LODGING

- a. Light Refreshments and/or Meals at Events: Light refreshments and meals are permitted under this Agreement only when integral to the meeting, conference, training workshop, or outreach activity (i.e., the conference or training continues to be conducted while the meal is served and consumed). Unless described in the approved Work Plan, the Grantee agrees to obtain prior approval from CalEPA for the use of grant funds for light refreshments, meals, and/or beverages served at an event. Food and beverage costs must be reasonable. Use of grant funds for meals and refreshments at receptions, banquets, and similar activities after normal business hours is prohibited.
- b. Travel, Lodgings, and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

33. NATIONAL LABOR
RELATIONS BOARD
CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board.

34. NO AGENCY
RELATIONSHIP
CREATED/INDEPENDENT
CAPACITY

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

35. NON-DISCRIMINATION
CLAUSE

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Gov. Code §§ 12900 et seq.
- b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code § 12990) and California Code of Regulations, Title 2, Section 8103).
- c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.
- d. The Grantee, its consultants, and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

36. NO THIRD PARTY RIGHTS

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.

37. OWNERSHIP OF WORK
PRODUCT

Grantee hereby grants CalEPA a royalty-free, non-exclusive, transferable license to reproduce, translate, and distribute copies of any and all materials produced pursuant to this Agreement. Grantee shall deliver copies of any work product developed under this Agreement to CalEPA upon request.

The performance of this grant shall be conducted in accordance with the entire Agreement including these Terms and Conditions, the Procedures and Requirements, and the approved Budget and Work Plan. Grantee's CalEPA-approved application is hereby incorporated into this Agreement by reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, or provisions that constitute this Agreement, the following order of precedence shall apply:

38. ORDER OF PRECEDENCE

1. Terms and Conditions
2. Procedures and Requirements
3. Approved Budget and Work Plan
4. Grantee's Application
5. All other attachments.

39. PAYMENT

- a. The Grantee Application, approved Work Plan, and Budget, attached to and incorporated herein by reference to this Agreement states the maximum amount of allowable costs for each of the tasks identified in the Budget. CalEPA shall pay the Grantee for only the work and tasks specified in the Work Plan at only those costs specified in the Budget and incurred in the terms of the Agreement.
- b. The Grantee shall carry out the work described in the approved Work Plan in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Secretary, or his or her designated representative, may require the Grantee to forfeit the unexpended portion of the grant funds and/or repay to CalEPA any funds improperly expended.
- c. Payment will be made only to the Grantee.

40. PERSONALLY IDENTIFIABLE INFORMATION

Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Agreement in perpetuity, and shall not release or publish any such information or data.

41. PREVAILING WAGES AND LABOR COMPLIANCE

If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are met.

42. PROFESSIONALS

For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for and licensed professionals are required for those services under State law.

-
43. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS
- a. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee.
 - b. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which CalEPA approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from CalEPA for such purposes.
 - c. The grantee may not transfer title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalEPA.
-

44. RECYCLED CONTENT PRODUCTS

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

45. 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.

46. SITE ACCESS

The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for thirty (30) days after completion of the work.

47. TERMINATION FOR CAUSE

CalEPA 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 may proceed with the work in any manner deemed proper by CalEPA. All costs to CalEPA shall be deducted from any sum due the Grantee under this Agreement.

48. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement. The Grantee shall proceed with projects funded, in whole or in part, by this Agreement, and complete the Project in an expeditious manner.

49. UNION ORGANIZING

By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

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

50. VENUE

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 Sacramento County, California. The parties hereby waive any right to any other venue.

51. WAIVER OF RIGHTS

Any waiver of rights with respect to a default or other matters arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

52. WAIVER OF CLAIMS AND
RECOURSE AGAINST
THE STATE

The Grantee agrees to waive all claims and recourse against the State, 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.

53. WORK PRODUCTS

The Grantee shall provide CalEPA with copies of all final products identified in the Work Plan.

54. WORKERS'
COMPENSATION LABOR
CODE

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

**EXHIBIT C
AMENDED BUDGET**

The following training courses will be offered to regulators from other agencies in the region:

Basic Hazardous Materials Investigation (5 day training):

- 30 Students
- \$4000 Instructor fee
- \$3750 food and refreshments (30 people x \$25 per day x 5 days)
- \$890 class materials
- \$5600 lodging (for 8 students or instructors based on their location. 8 x 5 nights x \$140)

Total: \$14,240

Advanced Hazardous Materials Investigation (8 day training):

- 20 Students
- \$6400 Instructor fee
- \$4000 food and refreshments (20 people x \$25 per day x 8 days)
- \$900 class materials
- \$8960 lodging (for 8 students or instructors based on their location. 8 x 8 nights x \$140)

Total: \$20,260

Witness Testimony (1 day training):

- 100 students
- \$2000 Instructor fee
- \$2500 food and refreshments (100 x \$25)

Total: \$4,500

Total cost for all training sessions: \$39,000

EXHIBIT D
APPROVED GRANT APPLICATION



CalEPA

Environmental Enforcement and Training Account Grant Program (Penal Code section 14300)

2015 Grant Application

Background:

Penal Code section 14300 *et seq.* established the Environmental Enforcement and Training Account. California Code of Regulations, title 27, section 10011 *et seq.* contains the implementing regulations for the Environmental Enforcement Training Account Grant Program. The purpose of the Grant Program is to provide financial assistance for environmental enforcement, investigation and training programs that enhance statewide enforcement of environmental laws. The Secretary may award grants to public entities and private nonprofit organizations for:

- 1) Training public prosecutors, peace officers, firefighters, and state or local environmental regulators in the investigation and enforcement of environmental laws;
- 2) The cost of local environmental regulators engaged in the enforcement of environmental laws; and/or
- 3) The costs of prosecutors, investigators and research attorneys working within the Environmental Circuit Prosecutor Project.

The actual amount of grant funding available depends on the amount of money deposited into the Environmental Enforcement and Training Account from settlements and other contributions in preceding fiscal years.

Application Deadline:

Applications may be submitted starting September 1st each year and must be postmarked or hand delivered by no later than 5:00 p.m. on September 30th each year.

Where to Submit Applications:

CalEPA Office of the Secretary
Environmental Enforcement and Training Grants Program
Attn: Jessica Diedesch
1001 I Street, MS 25C
Sacramento, California 95814

For additional information, contact:
Jessica Diedesch (916) 322-2935
Jessica.diedesch@calepa.ca.gov

the project design, the clarity of the measures of success and the qualifications of project staff.

Restrictions on Grants:

- (1) Grant funds can only be used for the purposes set forth in an approved work plan and budget, and must be consistent with the statutory authority for the award and the grant agreement.
- (2) Grant funds cannot be used for lobbying, or intervention in state or federal regulatory proceedings.
- (3) Grant funds cannot be used for matching state or federal funding.
- (4) State law requires all grantees to certify and assure that they will comply with all applicable state laws, regulations, and requirements before receiving funds.

Reporting Requirements for Grant Recipients:

Grant funded projects should be completed within the time frames set out in the work plan and grant agreement. The recipient organization is responsible for the successful completion of the project and submission of required reports.

- (1) All recipients must submit progress reports to the Secretary within 30 days of the end of each calendar quarter, and a final report within 30 days of the end of the project or July 30, 2017, whichever occurs first. Failure to submit reports may result in termination of the grant.
- (2) Unused grant funds remaining at the end of the fiscal year may be returned or, if approved by CalEPA, extended for use in the following fiscal year.
- (3) CalEPA may require an audit or financial accounting from a grant recipient at any time.

Selection of Grant Recipients:

Applications will be screened to ensure that they meet all requirements described in the statutes and regulations governing the program.

- After all applications are received, acknowledgements of receipt will be sent to all applicants.
- Factors in the selection process may include geographic and socioeconomic balance, diverse nature of the projects, cost, and projects whose benefits can be sustained after the grant is completed.
- Once applications have been recommended for funding, additional information may be necessary to complete the award process, such as tax identification numbers. Approved applicants may be required to complete additional government forms prior to receiving grant funds.
- All applicants are informed as to the decision on their application.

Decisions of the Secretary concerning grants are final and not subject to appeal.

goal of the newly appointed Fire Marshal/CUPA Manager to restore environmental investigation and enforcement of all non-compliant regulated businesses by providing training to the City staff as well as other regulators in the region that are interested and can gain from the training.

2. Identify the specific environmental enforcement and/or training objectives to be addressed by the project.

It is our objective to become more familiar and adept with the environmental investigation and enforcement process. At this moment, we are relying on Notice of Violations and Administrative Citations to gain compliance, which has not been very successful. The investigation portion is neglected since we do not have the training and resources. It is our goal to have our new staff trained in research, investigation, sampling, prosecution and enforcement..

3. Identify the enforcement and/or training target audience and how the organization intends to reach this audience.

The City of Santa Clara is centrally located in the heart of Silicon Valley with a modern and well equipped training center that can accommodate up to 80 people.

Santa Clara has a diverse population and a high amount of businesses that utilize hazardous materials for research and development as well as their production. It is our objective to offer and host the training in our City for our employees, to other fire departments, CUPAs and PAs, and other environmental agencies.

4. Identify the environmental programs and/or statutes to be addressed by the project.

The training program would address the Hazardous Materials Business Plans, Aboveground Petroleum Storage Tanks, Underground Storage Tanks, Cal-ARP, Hazardous Waste Generation, Hazardous Materials Closures and contamination, leaks, spills, illegal disposal and treatment of hazardous waste.

5. Provide a description of the requesting organization.

8. Has the organization received discretionary funds through the 14300 grant program in the past? If so, please concisely describe the project and attach the most recent progress or final report.

The organization has not received funds through the 14300 Grant.

9. Describe the environmental justice component of the program required under California Code of Regulations 10016(b)(3), or the reason(s) such a component is not included in the project.

The training course will include "Introduction to Environmental Crimes and Regulations and the Criminal Justice System" as a part of the curriculum.

10. Describe project completion plans/time frames and expected results.

It is our goal to organize, offer and complete the training by May 2016 as there is a need in our department as well as the Santa Clara County. We have set up a round table meeting on October 9th, 2015 with the District Attorney's Office where we have invited the Santa Clara City Attorney's Office, Palo Alto, Milpitas, Mountain View, San Jose, Sunnyvale and Gilroy Fire Departments and CUPAs so the DA's staff can educate all the attendees how and when the DA can assist in environmental crimes.

We reached out to the other agencies around us to see how successful they were in the environmental crime investigation and enforcement area and found out that most departments need help and training. Therefore, we reached out to the DA's office and organized this round table meeting to get things started. Our goal is to hire experts to conduct the training at our training center in Santa Clara and offer it to other regulators. We will be covering the following topics:

- Introduction to Environmental Crimes and Regulations and the Criminal Justice System
- Coordinating the Investigation
- Access, Entry and Warrants
- Case Development and Management
- Crime Scene Evaluation
- Industry Examples and Illegal Activities
- Technical Support
- Evidence Gathering
- Interview Techniques for Regulators
- Sampling

Fire Chief, the environmental enforcement fund will now only be used to support the CUPA and its enforcement of environmental laws and regulations.

Required Supporting Materials/Documentation:

- Proposed budget supporting the work-plan narrative.
- Resumes of key personnel who will be significantly involved in the project, including the project lead.
- Letter(s) of commitment - If your proposed project includes the significant involvement of other organizations.
- For Non-Profit Applicants - Documentation to support the organization's non-profit status, such as a copy of the organization's IRS determination letter verifying its 501(c)(3) status.
- For applicants in receipt of past 14300 discretionary grant funds – The most recent progress or final report for the awarded project.

Certification and Signature:

A person authorized to act on behalf of the applicant organization must sign this application.

I HAVE BEEN AUTHORIZED BY THE APPLICANT ORGANIZATION TO COMPLETE AND SIGN THIS APPLICATION ON ITS BEHALF. TO THE BEST OF MY KNOWLEDGE THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE WORK PLAN AND SUPPORTING DOCUMENTATION, IS TRUE AND ACCURATE.

Signature: Soulmaz Brazil

Name: Soulmaz Brazil

Title: Deputy Fire Marshal – Hazardous Materials

Telephone No.: 408-615-4963

Fax No: 408-241-3006

E-mail Address: sbrazil@santaclaraca.gov

Proposed Environmental Enforcement Program Expenditure for Calendar Year 2016

	Cost
Annual Investigation Training for (3) Hazmat Inspectors	\$3,000.00
Basic and Advanced Investigation Training offered in the region (40 people)	\$40,000
Investigation equipment and supplies	\$2,000.00
Books, Manuals, DVDs, and other study materials	\$2,000.00
Total	\$47,000.00

Jake T. Tomlin, Fire Marshal
Santa Clara Fire Department
Fire Prevention and Hazardous Materials Division
1675 Lincoln Street
Santa Clara, CA 95050
Phone: (408) 615-4970

EDUCATION:

Bachelors of Science – Fire Protection and Safety Engineering Technology, Oklahoma State University, May 1997.

EXPERIENCE:

- January 18, 2015 to Present **Fire Marshal**
Santa Clara Fire Department, Santa Clara, California.
Responsibilities include planning, organizing, and directing the operations of the Fire Prevention and Hazardous Materials Division of the Fire Department. Duties included management of the construction, hazardous materials, community education, and fire investigation programs.
- November 2012 to January 17, 2015 **Deputy Fire Marshal**
Santa Clara Fire Department, Santa Clara, California.
Responsibilities included review of construction documents, construction inspections, hazardous materials inspections, public education, industrial accident investigations, and fire and explosion investigations in order to determine origin and cause.
- January 2010 to November 2012 **Fire Inspector/Investigator**
Hillsboro Fire Department, Hillsboro, Oregon.
Responsibilities included attending planning and development meetings as part of the economic development team, plan review of construction documents, construction inspections, hazardous materials inspections, and fire and explosion investigations in order to determine origin and cause.
- October 2007 to November 2009 **Fire Marshal**
City of Tracy/South County Fire Authority, Tracy, California.
Responsibilities included planning, organizing, and directing the operations of the Fire Prevention Division until the division was eliminated as part of the City's workforce reduction plan during the recession. Responsibilities included supervision and management of the construction & code enforcement programs, development and implementation of policies, budget development, and conducting fire and explosion investigations.
- August 2004 to October 2007 **Deputy Fire Marshal-II**
Santa Clara County Fire Department, Los Gatos, California.
Responsibilities included review of construction documents, construction inspections, and annual inspections of State mandated occupancies, inspection of special events.
- June 2001 to July 2004 **Senior Deputy Fire Marshal**
University of California, Berkeley, Campus Fire Marshal Office, Berkeley, California.
Responsibilities included review of construction documents, construction inspections, annual inspections of State mandated occupancies, special events, and management of service agreements with outside fire protection consultants.
- October 1998 to June 2001 **Fire Protection Engineer**
Stanford University Campus Fire Marshal's Office, Stanford, California.
Responsibilities included review of construction documents, fire safety inspections, and public education programs. Attended project development meetings, advise University staff on compliance issues, and acted as liaison to local authorities having jurisdiction over the campus.
- January 1991 to July 1995 **Volunteer Firefighter/EMT**
Isleton Fire Protection District, Isleton, California.
Responsibilities included fire suppression, emergency medical care, and hazardous materials incident response.

SOULMAZ BRAZIL

EDUCATION:

- National Fire Academy/Cogswell College, B.S. degree in Fire Prevention, December 2008
- Mission College, A.S. degree in Fire Protection Technology, May 2004
- West Valley College, A.A. degree in Liberal Arts, May 2004

EXPERIENCE:

Santa Clara Fire Department, Santa Clara, CA
Deputy Fire Marshal – Hazardous Materials

January 2014- Current

- Implement all elements of the CUPA program in addition to fire prevention. Inspect various types of facilities for compliance with Federal, State and Local Hazardous Materials and Hazardous Waste laws as well as the Fire Code.
- Properly document and track violations observed during compliance inspections, draft inspection reports, notice of violations, formal letters, and issue citations.
- Interact in person, via the telephone and internet with business owners, employees and contractor to assist, educate and resolve issues and complaints.
- Assist to conduct fire and hazardous materials investigations.
- Promote public safety through proper implementation and enforcement of all applicable codes and regulations.
- Develop new methods and procedures for enhancement of program management and compliance practices.
- Oversee hazardous materials facility closures including sampling and remediation.
- Use CERS on a daily basis to get information and ensure compliance of the regulated businesses.
- Respond to hazardous materials emergency incidents to serve as a technical advisor for the fire department command staff and hazardous materials teams.
- Conduct fire code/ hazardous materials permit inspections for tool install, tank removal and install, waste treatment units, tents and a variety of other permit inspections at semiconductor facilities, plating shops, high-hazard occupancies, etc.
- Perform the annual Underground Storage Tank inspections as well as permit inspections for install and repair.
- Plan, organize and coordinate training classes that is provided to the region.
- Attend the region Task Advisory Meetings for UST and Hazardous Waste programs. Work closely with other regulatory agencies such as other CUPAs, PAs, Fire Departments, Department of Environmental Health, City and District Attorney's Offices.

Applied Materials, Santa Clara, CA

July 2005- December 2013

Sr. Safety Engineering Technician – Emergency Response Technician

- Respond to plant emergencies including fire, hazardous material and medical incidents.
- Proficient in using air monitoring equipment at emergency incidents.
- Conduct numerous regulatory and safety inspection of campuses and buildings including offices, high hazard labs, clean-rooms and service yards to ensure compliance with OSHA, CUPA, EPA and other regulatory agencies.
- Perform chemical inventory and completed internal HMIS documents as well as HMBP submission through CERS.

**EXHIBIT E
GRANT DISBURSEMENT REQUEST
GRANT #: EETAG1504**

Total Environmental Enforcement & Training Account (EETA) Allocation For (check one box only): <input checked="" type="checkbox"/> EETA Discretionary Grant Program <input type="checkbox"/> CDAА Environmental Training Project <input type="checkbox"/> CDAА Environmental Circuit Prosecutor Project <input type="checkbox"/> POST or POST-declined Discretionary Funds	Allocation of \$39,000
Funds will be disbursed by check as follows:	100% in Fourth Quarter FY 2015/16 (April-June 2016)
Total match (in kind) funding required (if applicable):	N/A
Make Check Payable To:	Santa Clara Fire Department 1675 Lincoln Street Santa Clara, CA 95050

I certify to the best of my knowledge and belief that the information contained in the grant disbursement request, is correct and complete and is in accordance with the grant. In addition, I hereby authorize the Air Resources Board to make any inquiries to confirm this information.

City of Santa Clara

Date: _____

Signature of Authorized Official
 RAJEEV BATRA

Air Resources Board, Financial Operations Branch Approval

Date: _____

Signature of Authorized Official
 Air Resources Board
 Financial Operations Branch