

CERTIFIED UNIFIED PROGRAM AGENCY ELECTRONIC REPORTING
GRANT AGREEMENT
BETWEEN THE
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
AND
CULVER CITY FIRE DEPARTMENT
CERTIFIED UNIFIED PROGRAM AGENCY
AGREEMENT NO. G10-UPA-17

State and Grantee hereby agree as follows:

1. PROVISIONS. The following statute authorizes the State to enter into this Grant Agreement:
 - a. California Health and Safety Code, division 20, chapter 6.11, section 25404
2. PURPOSE. The State shall provide a grant to and for the benefit of the Grantee for the purpose of allocating monies from the regulated businesses oversight surcharge to the Certified Unified Program Agencies (CUPAs). Assembly Bill 2286 authorizes the Secretary to use funds from the oversight surcharge to provide certified unified program agencies and participating agencies assistance in implementing electronic reporting requirements through grant funds for the purposes of the system. Up to 25% of the grant is authorized to be paid in advance on approval of the grant application.
3. GRANT AMOUNT. \$ 20,000.00
 - a. Advanced Payment Amount. \$ 4,000.00
4. TERM OF AGREEMENT. The term of the Agreement shall begin on January 1, 2010, and end on March 31, 2013. ABSOLUTELY NO GRANT DISBURSEMENT REQUESTS WILL BE ACCEPTED AFTER June 1, 2013.
5. REPRESENTATIVES. Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

California Environmental Protection Agency GRANT MANAGER	
James Bohon	
1001 "I" Street, 2nd Floor	
Sacramento, California 95814	
Phone (916) 327-5097	
Fax (916) 322-5615	
Email: jbohon@calepa.ca.gov	
Culver City Fire Department GRANTEE	GRANT CONTACT
Name of Project Director, Title: Michael Bowden, Fire Marshal	Name: Jesse Luna Fire Prevention Specialist
Street Address: 9770 Culver Blvd.	Street Address: 9770 Culver Blvd.
City, Zip: Culver City, 90232	City, Zip: Culver City, 90232
Phone: 310-253-5926	Phone: 310-253-5925
Fax: 310-253-5937	Fax: 310-253-5937
e-mail: michael.bowden@culvercity.org	e-mail: jesse.luna@culvercity.org

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

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

7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.
8. DEFINITIONS. The following defined terms apply throughout this Agreement:
 "Cal/EPA" means the California Environmental Protection Agency;
 "CUPA" means the Certified Unified Program Agency;
 "Grantee" means the Culver City Fire Department;
 "PA" means the Participating Agency: Culver City Fire Department;
 "Electronic Reporting" means the Electronic Reporting requirements of Assembly Bill 2286
 "Secretary" means the Secretary of the California Environmental Protection Agency; and
 "State" means the State of California, including Cal/EPA.

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

By:

Grantee Signature

Grantee Name, Title (Typed/Printed)

Date

By:

Donald A. Johnson, Assistant Secretary
California Environmental Protection Agency

Date

EXHIBIT A
REPORTING AND GRANT DISBURSEMENT PROVISIONS

A. REPORTING PROVISIONS

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

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

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

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

B. GRANT DISBURSEMENT PROVISIONS

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

EXHIBIT B
SPECIAL AND GENERAL PROVISIONS

A. SPECIAL PROVISIONS

1. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **WAIVERS:** Any term, provision, condition, or commitment of this Agreement may be waived at the discretion of Cal/EPA. All waivers shall be documented in writing.
3. **DISPUTES:** The Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Cal/EPA Assistant Secretary for Local Programs or an authorized representative. The decision shall be in writing and a copy thereof furnished to the Representatives of this Agreement. The decision of the Assistant Secretary shall be final and conclusive unless, within thirty (30) calendar days after mailing of the decision to the Grantee, the Grantee furnishes a written appeal of the decision to the Secretary for Environmental Protection, with carbon copies furnished to the Cal/EPA Assistant Secretary for Local Programs and the Cal/EPA Grant Manager. The decision of the Secretary shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the Cal/EPA Assistant Secretary for Local Programs or the Secretary, on any question of law.
4. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain financial accounts in accordance with generally accepted accounting principles. Without limitation of the requirement to maintain financial management systems and accounting standards in accordance with generally accepted fiscal and accounting principles, the Grantee agrees to:
 - a. Establish a financial account(s) and accounting system(s) that will adequately and accurately depict all Electronic Reporting Grant amounts received and expended during the term of this Agreement, including but not limited to:
 - i. All Electronic Reporting implementation expenditures; and
 - ii. Running balance of grant allocations and expenditures.
5. **RECORDS MANAGEMENT:** Maintain all documentation and financial records, as may be necessary, for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations. Establish an official file for the allocation that shall adequately document all significant activities and actions relative to the Implementation of the Electronic Reporting Implementation, including but not limited to:
 - a. Fiscal accounting;
 - b. Electronic Reporting Implementation Status Reports; and,
 - c. Grant Disbursement Requests and supporting documentation.
6. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with Electronic Reporting implementation in an expeditious manner. The Grantee shall prepare and submit all required reports and Grant Disbursement Request Forms as stipulated in this Agreement.

7. WITHHOLDING OF GRANT DISBURSEMENTS: Cal/EPA may withhold all or any portion of the allocations provided for by this Agreement in the event the Grantee:
 - a. Materially violates, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - b. Fails to maintain reasonable progress toward Electronic Reporting implementation.
8. FUNDS CONTINGENCY: Cal/EPA's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
9. BUDGET REVISIONS: Budget revisions of 15% or less of the total agreement allocation may be made in writing and approved by Cal/EPA without an amendment to the agreement.

B. GENERAL PROVISIONS

1. ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State.
2. AUDIT: Grantee agrees that the Cal/EPA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the expenditure of allocated moneys and performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after term of the Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
3. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
4. CONFLICT OF INTEREST: The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
5. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
6. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State.
7. NONDISCRIMINATION: During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
8. NO THIRD PARTY RIGHTS: The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
9. TERMINATION: The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Grantee agrees, upon demand, to immediately return the remaining unused portion, if any, of the Grantee's allocation.

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

GRANT APPLICATION FORM

1. Entity Information:

Unified Program Agency Name: **Culver City Fire Department**

GRANTEE	GRANT CONTACT
Name of Project Director: Michael Bowden, Fire Marshal	Name: Jesse Luna, Fire Prevention Specialist
Street Address: 9770 Culver Blvd.	Street Address: 9770 Culver Blvd.
City, Zip: Culver City, 90232	City, Zip: Culver City, 90232
Phone: 310-253-5926	Phone: 310-253-5925
Fax: 310-253-5937	Fax: 310-253-5937
e-mail: michael.bowden@culvercity.org	email: jesse.luna@culvercity.org

2. Grant Amount: \$20,000.00**a. Advanced payment Requested \$4,000 00**

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

3. Scope of Work

The Culver City Fire Department (CCFD) is seeking Grant funds to assist with program modifications to meet the compliance requirements of AB 2286. This new law requires all regulated businesses and Unified Program Agencies (UPA) to use the internet to file the required Unified Program information electronically.

Using our in-house CUPA program management database, CCFD will work with our IT personnel and contract with the appropriate consultant(s) and/or software vendor(s) as needed, to develop the ability to generate the one-time initial CERS compatible file of our specific PA program information. In the initial data upload (CUPA seeding of CERS) Business Activity and Owner Operator information to be uploaded to CERS will be provided to the CUPA. Ongoing quarterly inspection and enforcement information files will also be developed for uploading to the LACo CUPAs EnvisionConnect database for the direct electronic transfer into CERS by LACo CUPA. Additionally, CCFD will work with LACo CUPA to coordinate joint public outreach and training through seminars, informational bulletins, and mailers for the regulated businesses within our jurisdiction prior to the January 1, 2013 CERS implementation deadline.

Culver City Fire Department will also use grant funds to upgrade hardware and software to accommodate field data entry and to provide a computer for public use to help businesses comply with the CERS program.

4. Work Plan

Period of Performance: September 14, 2011 through March 31, 2013

1. Upgrade existing software/data program elements to ensure proper transfer of electronic data.

a) Map reporting fields from existing data program to EnvisionConnect.

b) Upload existing HMIS and manually enter other existing business information to CERS.

c) After LACo CUPAs initial information upload CCFD will begin to enter CUPA information manually into CERS and begin the direct electronic submission of UPCF information from the regulated businesses within our jurisdiction into CERS. All business entries will be reviewed by our inspectors to ensure correct and complete data submission.

2. Upgrade existing hardware for field and office use.

a) Purchase mobile tablet computers for field data input and verification by inspectors.

b) Purchase and install office computer for public kiosk work-station.

3. Conduct business outreach.

a) Send letters to all affected businesses within our jurisdiction.

b) Meet with business owners to discuss new program requirements.

c) Provide training seminars through LACo CUPA

d) Provide program information on the City's website with links to CalEPA.

4. Staff training will be performed by internal IT staff and outside agencies/vendors as needed.

a) Ongoing training needs will be coordinated with/through LACo CUPA staff.

b) CCFD will also obtain training through the Training Session link on the CERS website.

c) Agency procedures will be updated and distributed to Fire Prevention staff.

Projected Budget:

Program Costs	Fiscal Year 09/10	Fiscal Year 10/11	Fiscal Year 11/12	Fiscal Year 12/13
Personnel Services*	\$	\$	\$1,500	\$1,500
Operating Expenses				
Travel Expenses	\$	\$	\$NA	\$NA
Supplies/Materials	\$	\$	\$1,000.00	\$1,000.00
Equipment/Software	\$	\$	\$10,000.00	\$5,000.00
Professional/Consultant Services	\$	\$	\$	\$
FISCAL YEAR TOTAL	\$	\$	\$12,500.00	\$7,500.00
TOTAL				\$20,000.00

*Indirect costs may not exceed 35% of grant allotment

CERTIFICATION

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

Applicant Signature

Date

Michael Bowden, Fire Marshal

Printed Name of Applicant

ELECTRONIC REPORTING TRANSITION PLAN

Los Angeles County CUPA hereto referred to as Los Angeles County Certified Unified Program Agency (LACoCUPA). – **CULVER CITY FIRE DEPARTMENT, Participating Agency G10-UPA-17**

TRANSITION PLAN REPRESENTATIVE
Name of Project Director, Title: Tony Payne, Hazardous Materials Control Manager
Street Address: 5825 Rickenbacker Road
City, Zip: Commerce, CA 90040
Phone: 323 890 4033
Fax: 323 890 4046
E-mail: TPayne@fire.lacounty.gov

1. General Description of Transition Plan

- i. This transition plan covers LACoCUPA and its 11 Participating Agencies (PAs). However, in areas where the PA determines that greater detail is necessary, the PA shall provide additional specifics either in an addendum to this Transition Plan, as part of its transition plan, or as part of its grant application as may be appropriate. All PAs have indicated an intention to apply for CERS grant funds.
- ii. In order to comply with AB2286, LACoCUPA and its 11 PAs evaluated the option of using either CERS directly or participating in a regional portal. The evaluation was conducted based on the available information provided by the State at the time. In 2010, almost all PAs expressed a preference for direct use of CERS due to the initial and ongoing costs associated with a regional portal. Based on this fact, and the understanding that CERS was sufficient for compliance, the LACoCUPA decided not to create a regional portal. The PAs would use CERS directly and download data into their data management systems or carry out an automated data exchange with CERS independently. LACoCUPA would ensure the PAs adhere to a CERS ID policy which would limit every permitted facility to only one CERS ID. In effect, this model utilized CERS as the central data hub between LACoCUPA and its PAs. This was based on the model originally portrayed by Cal EPA in its presentations of CERS.
- iii. In March of 2011, CalEPA revised the scheme presented above and required PAs to upload inspection and enforcement data through the CUPA (i.e., only the CUPA is allowed machine to machine exchanges with CERS). The revised model places new responsibilities on LACoCUPA and limits the type of

interaction a PA may have with CERS. Without a regional portal, there are two possible ways for the PAs to upload inspection and enforcement data into CERS. The first option is for the PA to provide the inspection and enforcement data to LACoCUPA which must now develop the capability to upload such a file into its Decade Software EnvisionConnect (EnvisionConnect) database. This inspection and enforcement data may then be synchronized with CERS through an automated data exchange by LACoCUPA. The second option is for the PAs to simply use CERS directly, inputting inspection and enforcement data into CERS itself. A PA may not engage in data exchanges with CERS. Automated data exchanges/data transfers with CERS are limited to the CUPAs under Cal/EPA's most recent model. Decade Software will build software tools which will allow LACoCUPA to import PA inspection and enforcement data into its EnvisionConnect database for those PAs who choose to exercise the option of transferring a data file to LACoCUPA.

- iv. LACoCUPA uses EnvisionConnect to manage its inventory of 16,556 businesses, to track paper submissions, and to conduct billing for all CUPA programs including PA programs. By 2013, LACoCUPA will incorporate data from CERS into its EnvisionConnect database through a data exchange tool developed by the vendor (Decade Software, Inc.). LACoCUPA will also implement a field inspection system that will capture more detailed inspection and enforcement data using EnvisionConnect Remote on portable computers. The PAs use a variety of data systems, and while some will use an electronic field inspection system to capture detailed inspection data, others will simply use paper inspection forms, the details of which will be either entered into CERS directly or transferred electronically to LACoCUPA. The details and conditions of data transfers from the PAs to LACoCUPA are shown in Table 1 and discussed later in this plan.
- v. By 2013, LACoCUPA and its PAs will use CERS for their electronic reporting business interface. Regulated businesses will be required to submit electronically directly to CERS.
- vi. LACoCUPA will coordinate with its PAs to prevent the creation of duplicate CERS ID numbers by establishing a clear policy for the initial upload of business information and through ongoing data validation. LACoCUPA and its PAs will ensure that there will be a one to one relationship between a permitted facility and the CERS ID. For the initial upload, there will be a match up to ensure that any duplicates are eliminated. Furthermore, once the use of CERS has been instituted throughout the LACoCUPA, all approvals for facility access will be verified by its staff to ensure that no duplicate facilities exist for a given address. If a duplicate is created in CERS where a facility at one location has more than one CERS ID the access request will be denied with an explanation in comments to the business noting the reasons why the duplicate CERS access request was denied. If two businesses are requesting access to the same address, then both businesses will be contacted by the CUPA to ensure that only one site is active. If both businesses for a given address are active, then the new business will be instructed to use a unit number.
- vii. LACoCUPA will be the sole agency with facility access approval rights.
- viii. LACoCUPA will complete a mass upload of regulated businesses' ownership and facility information to CERS as well as program data where LACoCUPA is the administering agency. Where the PA has either uploaded facility information already, or has allowed

Exhibit D

businesses to create a facility record for which access has already been approved, LACoCUPA will coordinate with the PA to exclude these sites from its upload file to prevent creating duplicate site records.

- ix. After LACoCUPA has uploaded the ownership and facility information to CERS, the PAs will have two options for updating specific program information. The first option is a one time initial upload of the PAs' program data to CERS in coordination with Cal/EPA. The second option is for the PA to require their businesses to report Unified Program Consolidated Forms (UPCFs) information directly to CERS. Each of the PA's plan in this area is summarized in Table 1:

Exhibit D

Table 1

AGENCY	PROGRAM ELEMENTS	INTEND TO USE ELECTRONIC FIELD INSPECTION SYSTEM	LOCAL DATA SYSTEM	INITIAL PROGRAM (UPCF) UPLOAD		INSPECTION AND ENFORCEMENT	
				DIRECT UPLOAD OF PROGRAM DATA TO CERS	BUSINESSES DIRECTLY INPUT UPCF DATA TO CERS	DATA FILE TRANSFER TO CUPA	DIRECT INPUT INTO CERS
Alhambra Fire (PA)	HMBP CalARP		Firehouse		March 2012		January 2013
Burbank Fire (PA)	HMBP CalARP, UST		Firehouse		April 2012	January 2013	
Compton Fire (PA)	HMBP CalARP	•	DUPA DMS/ Garrison DHD		March 2012	January 2013	
Culver City Fire (PA)	HMBP CalARP	•	MS Access Based		March 2012		January 2013
Downey Fire (PA)	HMBP CalARP		FDM		March 2012	January 2013	
Monrovia Fire (PA)	HMBP		Paper File		January 2013		January 2013
Pasadena Fire (PA)	HMBP CalARP, UST		MSDS System		January 2012		January 2012
Redondo Beach Fire (PA)	HMBP CalARP		Firehouse		March 2012		January 2013
Torrance Fire (PA)	HMBP CalARP, UST		MS Access Based		September 2011	January 2013	
LACo Agricultural Commissioner Weights & Measures (PA)	HMBP		Paper File		March 2012		January 2013
LACo Department of Public Works (PA)	UST		Mainframe System		March 2012	January 2013	
LACoCUPA	HMBP CalARP, HW/TP, APST	•	Envision Connect	March 2012		January 2013	

- x. The PAs will have the option of manually entering inspection and enforcement data related to their program element into CERS and download data from CERS, or submit an electronic file through LACoCUPA once every six months or at a frequency to be agreed upon by Cal EPA and LACoCUPA. The PA's file format must be compatible with the EnvisionConnect data exchange tool. LACoCUPA will coordinate the transition to electronic reporting with its PAs.
- xi. Business outreach will be a critical component to the acceptance and use of CERS. LACoCUPA will engage businesses through the use of its web site to provide information and links to the CERS web site containing information and training. Furthermore, LACoCUPA will engage in a series of mass mailings of informational literature introducing businesses to CERS, providing details of what is required of businesses along with critical dates and information on resources. Additionally, LACoCUPA will conduct a series of public education and training sessions. These will be held at various locations throughout Los Angeles County, including PA areas. When feasible, LACoCUPA will provide a work station, e.g., kiosk, at district offices to assist businesses in their electronic submission.

2. Needs Assessment

This needs assessment will cover LACoCUPA's needs in detail, and while the PAs needs will be touched on in broad and general terms, the PAs will submit a detailed needs assessment with their grant application.

LACoCUPA has the following needs for its transition to electronic reporting:

- i. Apply for Cal/EPA electronic reporting grant and obtain funds to fully implement electronic reporting.
- ii. Upgrade to latest version of EnvisionConnect to be able to exchange UPCFs information with CERS, and to store and transfer inspection and enforcement information.
- iii. Obtain a data import tool to allow the PA data to be uploaded into EnvisionConnect.
- iv. Upgrade existing network infrastructure to accommodate increased network traffic from electronic reporting and an electronic field inspection system.
- v. Review and consider fee adjustments to cover long-term operational costs for electronic reporting and an electronic field inspection system.
- vi. Assess existing data for completeness, accuracy, and compliance with Title 27 Data Dictionary.
 - a. Service 1: Data Assessment (Gap Analysis) – Decade Software staff will evaluate LACoCUPA's existing data for completeness, accuracy, and compliance with Title 27 Data Dictionary. The result is a Data Gap Analysis report which will be provided to LACoCUPA.
 - b. Service 2: Data Remediation (Data Remediation Plan) – Decade Software staff will work with LACoCUPA in developing a Data Remediation Plan based on findings in the Data Gap Analysis report.
 - c. Service 3: Data Remediation (Scripting Services) – Decade Software staff will design, test, and implement SQL scripts necessary to satisfy the Data Remediation Plan.

Exhibit D

- vii. Review and update or develop procedures for managing the CUPA programs.
- viii. Provide CERS training for all LACoCUPA staff.
- ix. Provide CERS training for LACoCUPA and PA regulated businesses.
- x. Obtain EnvisionConnect technical support from Decade Software.
- xi. Use the CERS help desk to answer CERS specific questions or problems from regulated businesses.
- xii. Add the CERS facility ID field into the EnvisionConnect database, and ensure PAs integrate this into their data system.
- xiii. Establish a policy with all PAs of one CERS ID per permitted facility.
- xiv. Provide adequate space and equipment for the kiosks.
- xv. Provide an ongoing outreach and education campaign which will include informational literature, mass mailings, and training seminars to bring all facilities into compliance.
- xvi. Upgrade the existing EnvisionConnect database to function with a field inspection system.
- xvii. Purchase portable computers and docking stations which will be used to capture inspection and enforcement data.
- xviii. Provide a user-friendly off line backup to CERS for first responders. Until offline capabilities for this purpose are provided, LACoCUPA will need to purchase a data exchange tool from Decade Software to load EnvisionConnect data into Cameo or other similar products. The latter could then be used when there is no access to CERS.
- xix. The needs of the PAs in broad terms are as follows:
 - a. Grant funding to implement electronic reporting.
 - b. Add the CERS ID number to existing data systems as necessary.
 - c. Where the PAs intend to provide inspection and enforcement data to LACoCUPA electronically (See Table 1), the PAs will need to provide the electronic file in the method and format that follows the State mandated format. Those PAs that can not conform to this requirement will enter their respective inspection and violation data directly to CERS.
 - d. Where the PAs intend to directly input inspection and enforcement data into CERS, PA staff responsible for this task must be trained in the use of CERS. (See Table 1)
 - e. Training for all technical staff on CERS and any revision to existing data systems as necessary.
 - f. Revise procedures to include the use of CERS.
 - g. Provide a detailed assessment of needs in the grant application.
- xx. LACoCUPA will coordinate with each PA to ensure that the transition to electronic reporting is smoothly integrated.

3. Collecting, Submitting, and Storing Unified Program Related Information

- i. LACoCUPA and its PAs will use CERS as their only electronic business interface and will store Title 27 data in CERS and in their respective data system. LACoCUPA will synchronize CERS data with its EnvisionConnect database. LACoCUPA will also accept from its PAs inspection and enforcement data if the electronic file transfer method, format, and data follow the State mandate.
- ii. Where the PA elects to also carry this data in its database, the PA may download its program and inspection and enforcement data from CERS.
- iii. Where the PA has purchased a portal through a vendor, the PA will not be able to use the business interface portion due to the States restriction on PA interaction with CERS, and will redirect the business to CERS for any CUPA related programs. Businesses will be required to report to CERS for CUPA program elements and businesses cannot be required to report to two different systems.

4. Management of Data Changes/Updates

- i. Businesses will submit UPCF changes/updates using CERS.
- ii. LACoCUPA staff will review submissions, compare with previously submitted information using EnvisionConnect, and will make a determination on the approval status.
- iii. If an electronic business submission through CERS is not approved, the business will be notified by an automated email through CERS.
- iv. Businesses that receive an incomplete approval status from LACoCUPA will receive an email notice of their status. Businesses will make the required corrections and resubmit.
- v. All submissions will be transferred to EnvisionConnect from CERS through an automated data exchange tool.
- vi. PAs will be responsible for accepting and approving business submissions for their program elements in CERS and will be notified by CERS when new submissions or amendments are entered into CERS. However, the CUPA shall be the primary and only manager of updates and changes to the owner and facility records in CERS. This shall apply to all businesses that fall under the CUPA regulations and for which the CUPA engages in billing and invoicing.

5. Inspection and Enforcement

The following describes the various elements of the LACoCUPA plan for inspection and enforcement data collection and the options used by each of the PAs as summarized in Table 1.

- i. LACoCUPA will launch a pilot Electronic Field Inspection System (eFIS) project to evaluate the feasibility of using EnvisionConnect to collect and manage inspection and enforcement information in the field. This information will then be transferred to CERS.
- ii. LACoCUPA inspectors may also use paper forms to record inspection and enforcement information that will then be transcribed into EnvisionConnect, and subsequently transferred to CERS.
- iii. LACoCUPA will use EnvisionConnect to schedule inspections and manage inspection frequency.

- iv. The PAs will have the option of manually entering inspection and enforcement data related to their program element directly into CERS. This information may then be downloaded from CERS to the PAs data system.
- v. Some PAs have indicated their intention to use portable computers to capture inspection and enforcement data as indicated in Table 1. This data will then be stored into the PAs data system and a file containing this data will be transferred to LACoCUPA quarterly, or at a frequency agreed upon by LACoCUPA and Cal EPA.
- vi. In any scenario involving a transfer of inspection and enforcement data from the PAs to LACoCUPA, the file transfer format, data, and method will adhere to the State mandated format.

6. Billing/Invoicing/Permitting

- i. CERS does not provide for invoicing of businesses. LACoCUPA bills all regulated businesses that fall under the CUPA regulations that are not exempt from billing. LACoCUPA will use EnvisionConnect to generate invoices for regulated facilities. PAs do not engage in billing activities, but provide an electronic file to LACoCUPA listing their sites and the billing rate.
- ii. LACoCUPA will continue to use the billing module in EnvisionConnect, and will incorporate the CERS ID field with its PAs to improve the existing billing file match up process.
- iii. To ensure a seamless integration of CERS with the existing billing system, LACoCUPA and its PAs will adopt a CERS ID policy of one CERS ID per permitted facility. By adopting this policy the existing billing process can be made more accurate as the unique CERS Identifier for each business will act as an additional cross reference with a GIS component between the LACoCUPA and its PAs.
- iv. The CERS ID will be required for all incoming PA billing files and CERS records. LACoCUPA will use the CERS ID to match the PA records to LACoCUPA records.
- v. The PAs will continue to use the Participating Agency CUPA Transfer (PACT) method and file formats when transferring billing information to LACoCUPA. The PACT file will require the incorporation of the CERS ID.

7. Training

- i. LACoCUPA will provide training to all LACoCUPA staff on CERS and any related changes to existing data systems. Furthermore, LACoCUPA will train new employees within the first month of hire, and provide refresher training as needed.
- ii. LACoCUPA will hold a series of public outreach training sessions. A number of public libraries have been identified throughout the County where groups of 25 to 50 attendees may be trained. These libraries have been strategically selected to reach all geographic areas included in LACoCUPA's and its PAs' jurisdictions. LACoCUPA will include PA facilities in the training. However, PAs may conduct public outreach training in addition to that provided by LACoCUPA as the PAs find necessary. To date, several PAs including Culver City, Burbank, and the LACo Department of Agriculture have expressed interest in conducting public outreach CERS training in addition to that which will be provided by LACoCUPA.

- iii. LACoCUPA will use its existing web site to preregister attendees for its public outreach seminars. This is to prevent overflow of attendees and to ensure the maximum number of seats are filled. Approximately 88 training sessions over 11 months by teams of two Hazardous Materials Specialists, from May 2012 to March 2013 have been planned. However, should there be a lack of public demand as indicated by online registration and attendance, future classes may be deemed unnecessary and cancelled. Also, should there be a demand for more classes, LACoCUPA will schedule additional training sessions to meet the demand. Training sessions can easily be doubled.
- iv. To the greatest extent possible, LACoCUPA will utilize training resources already available on the CERS website. LACoCUPA will provide links to CERS training resources on the LACoCUPA website. However, should the need arise, LACoCUPA may also develop training presentations for the public and make these available on the LACoCUPA website.
- v. Ongoing individual training/assistance to businesses may be provided by appointment for LACoCUPA facilities as needed, and according to the availability of resources. PA facilities requesting assistance will be referred to the PAs.
- vi. All PAs will be responsible for training their staff on CERS and any associated changes to existing data systems.

8. Help System

- i. LACoCUPA and its PAs will offer a limited level of telephone assistance for businesses in using CERS. If the business needs assistance in a PA specific program, the business may be directed by LACoCUPA to the PA for assistance. Businesses may request assistance by calling or emailing LACoCUPA or the PA.
- ii. LACoCUPA, PAs, and businesses will contact the CERS administrator by email at cers@calepa.ca.gov for more technical or complicated CERS issues and support.
- iii. The LACoCUPA and the PAs web sites will contain guidance on the general operation of CERS and include links to state resources.

9. Service Contract and Grant (fiscal)

Program Costs	Fiscal Year 09/10	Fiscal Year 10/11	Fiscal Year 11/12	Fiscal Year 12/13
Personnel Services*			\$17,651	\$75,665
Operating Expenses				
Travel Expenses				
Supplies/Materials**		\$15,456	\$15,456	\$7,728
Equipment/Software***	\$280		\$112,185	\$293,825
Professional/Consultant Services****			\$47,738	\$7,200
FISCAL YEAR TOTAL		\$15,456	\$193,030	\$384,418
TOTAL *****	\$592,904			

*Personnel expenses are comprised of staff hours in conducting public outreach training outside of regularly schedule working hours. This may include after hours work, and work on weekends.

**Supplies/Materials are comprised of paper, ink, postage, envelopes and incidentals involved primarily in mailings of flyers regarding electronic reporting

***Equipment/Software items are comprised of EnvisionConnect Remote, portable computers, monitors, docking stations and other similar equipment used for kiosks, and inspections.

****Professional/Consultant Services are comprised of services by Decade Software, as well as training for the eFIS system.

*****This amount does not apply to Participating Agencies. Please See Exhibit C for Budgeted Program Costs.

10. Ongoing Support and Maintenance

- i. LACoCUPA's annual EnvisionConnect costs will increase with the implementation of the eFIS using EnvisionConnect Remote.
- ii. Additional costs for hardware, such as replacement and repair of tablet PCs/notebook PCs can be expected.
- iii. There may be a need for ongoing public outreach seminars beyond March 31, 2013.
- iv. LACoCUPA will adjust fees as necessary to account for the increased costs of tablet/notebook PCs, eFIS, and any ongoing public outreach as needs arise.

11. Electronic Reporting Transition Plan Milestones

- i. The following nine Cal/EPA milestone dates must be reported quarterly in order for Cal/EPA to monitor the overall transition to electronic reporting in California. CUPAs must update the status of their Electronic Reporting Transition Plan quarterly throughout the duration of the transition. A Reporting Template and Invoice will be provided. The CUPA tracked milestones may be used for additional data outside of the Cal/EPA Milestones.

Milestones Reported to Cal/EPA		Date
1	Estimated/actual start date of the CUPA Electronic Reporting Transition Plan	11/2009
2	Date CUPA selects preferred data exchange methodology	2/2011
3	Date Electronic Reporting Transition Plan & Grant Application submitted	5/2011
4	Date Cal/EPA awards grant	6/2011
5	Date transfer of existing data from UPA system to CERS complete	3/2012
6	Date business electronic submission authorized	7/2012
7	Date CERS data exchange operational: business data	7/2012
8	Date CERS data exchange operational: inspection & enforcement data	7/2012
9	Date CUPA electronic reporting transition process complete	3/2013

Exhibit D

Milestones Tracked by CUPA		Date
1	Public Outreach Mailer #1 – General CERS Information with permit invoice	11/2010
2	Submit Board Package for Approval to Accept Grant Funds	5/2011
3	Equipment & Software Order for eFIS	7/2011
4	Contract Decade for Tool to transfer CERS/EnvisionConnect data into Cameo for first responder off line back up.	7/2011
5	Secure contract with Decade Software for EnvisionConnect Remote pilot	8/2011
6	Information Management Division eFIS computer preparation	8/2011
7	eFIS Training & Pilot Launch	9/2011
8	Submit FY 2012-13 budget request	10/2011
9	Network Upgrade	10/2011
10	Public Outreach Training - Begin reserving county library locations for 1/2012 enrollment through Department web site	11/2011
11	Public Outreach Mailer #2 – General CERS Information with permit invoice	11/2011
12	Complete CERS training for all LACoCUPA staff	12/2011
13	Upgrade to current version of EnvisionConnect	12/2011
14	Public Outreach Training- Enrollment web application on Department web site	1/2012
15	Complete data remediation	1/2012
16	Order Desktop Computers and 20" Monitors	1/2012
17	Order 10 portable computers for public training	2/2012
18	CERS Pilot (10 – 100 Businesses)	3/2012
19	Public Outreach- Training	6/2012
20	Complete training all LACoCUPA technical staff on eFIS	7/2012
21	Order remaining equipment & software licenses	7//2012
22	Public Outreach Mailer #3 – Specific CERS information and instructions	11/2012
23	Business outreach and training complete	3/2013

12. SB 2286 Grant Application Process

- i. LACoCUPA will submit its Electronic Reporting Transition Plan along with its grant application to the Cal/EPA. Status reports on the use of grant funds will be submitted to Cal/EPA periodically before release of grant funds
- ii. PAs will submit their Electronic Reporting grant application to Cal/EPA. However, if the PA has an addendum to LACoCUPA's Transition Plan, the PA must send a copy to LACoCUPA for review. PA addenda will either be submitted directly to Cal/EPA along with the PA Grant Application, or with the LACoCUPA's Transition Plan. The PAs of Pasadena and Torrance will submit their own complete transition plans that will integrate smoothly with this transition plan. The contact information for each PA is listed in the table on the next page.

Exhibit D

Alhambra Fire Department	Raymond Mosack	Chief	301 N. First Street Alhambra, 91801	(626) 570-5192	(626) 457-8961	rmosack@alhambrafire.org
Burbank Fire Department	Jorge Martinez	Deputy Fire Marshal	311 E. Orange Grove Avenue Burbank, 91502	(818) 238-3384	(818) 238-3479	jmartinez@ci.burbank.ca.us
Compton Fire Department	Sheila Hopper	Fire Fighter	201 S. Acacia Compton, 90220	(310) 605-6294	(310) 632-8414	shopper@comptoncity.org
Culver City Fire Department	Jesse Luna	Fire Prevention Specialist	9770 Culver Blvd. Culver City, 90232	(310) 253-5938	(310) 253-5937	jesse.luna@culvercity.org
Downey Fire Department	Lee Kirby	Hazardous Materials Specialist	11111 Brookshire Avenue Downey, 90241	(562) 904-7348	(562) 869-3994	lkirby@downeyca.org
Monrovia Fire Department	Chief Scott Haberle	Deputy Fire Marshal	141 E. Lemon Avenue Monrovia, 91016	(626) 256-8110	(626) 256-8112	shaberle@ci.monrovia.ca.us
Pasadena Fire Department	James Weckerle	Hazardous Materials Specialist	199 S. Los Robles Ave. #550, Pasadena, 91101	(626) 744-4288	(626) 585-9164	jweckerle@cityofpasadena.net
Redondo Beach Fire Department	Rick Kuciemba	Hazardous Materials Inspector	401 S. Broadway Redondo Beach, 90277	(310) 318-0663 X4395	(310) 376-3407	richard.kuciemba@redondo.org
Torrance Fire Department	John Kulluk	Hazardous Materials Analyst	3031 Torrance Blvd. Torrance 90503	(310) 618-2973	(310) 781-7506	jkulluk@torranceCA.net
Agricultural Commissioner/ Weights and Measures	Ariel Verayo	Inspector III	12300 Lower Azusa Rd. Arcadia, 91006	(626) 459-8894	(626) 443-6652	Averayo@acwm.lacounty.gov
Public Works Environmental Programs	Tim Smith	Sr. Civil Engineer	900 S. Fremont Avenue Alhambra, 91803	(626) 458-3511	(626) 458-3569	tsmith@dpw.lacounty.gov