



PO Box 2017
Cameron Park, CA 95682-2017

Trustees

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

CUPA Forum Enforcement Issue Coordinator

Bill Jones, Los Angeles County Fire

Northern California

Eric Scott, Glenn County

Bay Area

Elise Rothschild, Sacramento County

Central California

Vince Mendes, Fresno County

Southern California

Michael Vizzier, San Diego County

GRANT AGREEMENT

BETWEEN THE

CUPA Forum Environmental Protection Trust Fund

And El Dorado County Environmental Management Department

AGREEMENT NO. 2014-3

TRUSTEE AND GRANTEE HEREBY AGREE AS FOLLOWS:

1. **PROVISIONS.** This grant is authorized under the governing provisions of the Regulations of the CUPA Forum Environmental Protection Trust Fund.
2. **PURPOSE.** The CUPA Forum Environmental Protection Trust Fund (hereafter Trust) shall provide a grant to and for the benefit of the Grantee for the purpose of allocating moneys from the Trust to the Unified Program Agency (UPA), in accordance with the process determined by Fund Trustees. The Grantee shall expend those funds for the purpose of implementing the Unified Programs.
3. **GRANT AMOUNT.** \$9,800.00
4. **TERM OF AGREEMENT.** The term of the Agreement shall begin on July 1, 2014 and end on July 1, 2016. The grant is for the purchase of four (4) SCBA Bottles \$9,800.00.
5. **REPRESENTATIVES.** Either party may change its Representative(s) upon written notice to the other party. The Representatives during the term of this Agreement will be:

CUPA Forum Environmental Protection Trust Fund

Grant Manager

Sheryl Baldwin, *Manager*

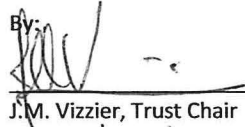
P.O. Box 2017

Cameron Park, California 95682-2017

Phone: (530) 676-0815

Fax: (530) 676-0515

Email: Sheryl@calcupa.org

GRANTEE [UNIFIED PROGRAM AGENCY]	GRANT CONTACT
<p>Name of Project Director Steven M. Pedretti, CDA Director</p> <p>Street Address: 2850 Fairlane Court Building C City, Zip: Placerville, CA 95667 Phone: 530-621-6649 Fax: 530-626-7130 Email: Steven.Pedretti@edcgov.us</p>	<p>Name: Barbara Houghton</p> <p>Street Address: 2850 Fairlane Court Building C City, Zip: Placerville, CA 95667 Phone: 530-621-6649 Fax: 530-626-7130 Email: barbara.houghton@edcgov.us</p>
<p>6. STANDARD AND SPECIAL PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:</p> <ul style="list-style-type: none"> • Exhibit A REPORTING AND INVOICING PROVISIONS • Exhibit B SPECIAL AND GENERAL PROVISIONS • Exhibit C Trust GRANT APPLICATION <p>7. GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding.</p> <p>8. DEFINITIONS. The following defined terms apply throughout this Agreement:</p> <p>“CUPA” means Certified Unified Program Agency; “CFB” means CUPA Forum Board “UPA” means Unified Program Agency; “Grantee” means UPA grant recipient “PA” means the Participating Agency; “Project” means the implementation of {insert project name} “Trust” means the CUPA Forum Environmental Protection Trust Fund</p>	
<p>IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.</p>	
<p>By: _____ Grantee Signature (as authorized by)</p> <p>_____ Grantee Name, Title (Typed/Printed)</p> <p>_____ Date</p>	<p>By:  _____ J.M. Vizzier, Trust Chair</p> <p><u>4/16/2014</u> _____ Date</p>

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

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

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

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

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

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

- a. 1st Report = July 1, 2015
- b. Final Report = July 1, 2016 unless Final has already been sent.

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

- a. 1st Report = July 1, 2015 or when purchases have been finalized.
- b. Final Report = July 1, 2016 Should unforeseen circumstances not allow your expenditures or the Trust does not receive validation of the expenditures the grant recipient shall return the grant funds upon request by the Trustees.

B. INVOICING PROVISIONS

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

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

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

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

5. The Grantee shall attach a property tag to equipment purchases that indicates the equipment was purchased with THE 2014 CUPA Trust Fund.

EXHIBIT B SPECIAL AND GENERAL PROVISIONS

A. SPECIAL PROVISIONS

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

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

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

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

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

- Fiscal accounting;
- Implementation Status Reports; and,
- Invoicing and supporting documentation.

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

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

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

B. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

EXHIBIT C TRUST FUND GRANT APPLICATION
See attached



PO Box 2017
Cameron Park, CA 95682-2017

Trustees

- Michael Vizzier, *Chair*
- Elise Rothschild, *Secretary/Treasurer*
- Vince Mendes, *Trustee*
- Bill Jones, *Trustee*
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CUPA Forum Enforcement Issue Coordinator

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Bay Area
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Central California
 Vince Mendes, Fresno County
Southern California
 Michael Vizzier, San Diego County

CUPA Forum Board

Environmental Protection

Trust Fund Grant Application

(1) ENTITY INFORMATION

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

Name of UPA or Other Entity:

El Dorado County Environmental Management Division

Name of Department Head, Director or Designee:

Steven M. Pedretti, CDA Director

Name of Project Director:

Barbara Houghton

Address:

2850 Fairlane Ct. Building C

City, State, Zip Code:

Placerville, CA 95667

Phone:

530-621-6649

Fax:

530-626-7130

E-Mail Address:

barbara.houghton@edcgov.us

(1) ENTITY INFORMATION (CONTINUED)

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

Michael Tilley

Address:

2850 Fairlane Ct. Building C

City, State, Zip Code:

Placerville, CA 95667

Phone:

530-621-6660

Fax:

530-626-7130

E-Mail Address:

michael.tilley@edcgov.us

Number of UP Staff: 5

Number of Regulated Facilities: 800

Participate in the CUPA Forum: YES NO
(i.e. regional or TAG)

(2) EXECUTIVE SUMMARY

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

The Community Development Agency / Environmental Management Division (CDA/EMD) respectfully requests CUPA Forum Grant Funds to purchase four (4) Self Contained Breathing Apparatus (SCBA) bottles to replace bottles that are reaching the end of their useful life span. The CDA/EMD is the HAZMAT first responder for the county and SCBAs are used when needed to make entry into environments where hazardous materials have been released and assessment and mitigation may be required.

(2) EXECUTIVE SUMMARY (CONTINUED)

CDA/EMD is also evaluating replacement the SCBA masks and set-ups, which affects the type of bottles that will be needed. Only the bottle replacement is being requested with this application, however, because the bottles and the masks must be matched, a specific brand request is not provided in this request. A summary of costs for the two manufacturers are given within this request and the grant award request will not exceed the highest estimate provided by the manufacturers.

(3) GRANT AMOUNT

Grant Amount Requested: \$

not to exceed \$9,800

(4) WORK PLAN: (SCOPE OF WORK)

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

◀ Please Attach Work Plan to Application ▶

(5) PROJECTED BUDGET

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

◀ **Please Attach Projected Budget to Application** ▶

(6) REIMBURSEMENT OPTIONS

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

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

Submit invoice for reimbursement

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

(7) GRANTEE APPLICANT SPECIFIC CERTIFICATIONS

These criteria are mandatory. Please check all that apply:

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

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

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



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



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



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

(8) CERTIFICATION

I certify under penalty of perjury that the information I have entered on this application is true and complete to the best of my knowledge and that I am an employee of the applicant authorized to submit the application. All procedures and mandates have been followed in the preparation of this application, including financial procurement and when approvals are necessary from the governing body. I further understand that any false, incomplete, or incorrect statements may result in the disqualification of this application. By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant.

Director/Department Head or Authorized Designee Signature:

Printed name of Director/Department Head or Authorized Designee:

Steven M. Pedretti

Date:

March 31, 2014

**PRICE SUMMARY FOR
4500 PSI - 60 MINUTE
CARBON COMPOSITE
AIR CYLINDERS**

Manufacturer	Vendor (price 4 units)			
	Drager	L.N Curtis	Grainger	Northern
Drager	\$ 5,594			
Sperian		\$ 5,968	\$ 11,060	
MSA			\$ 9,796	
Scott			\$ 9,808	\$ 6,592