

PO Box 2017 Cameron Park, CA 95682-2017

Trustees

- · Linda Kolinski, Chair
- Vince Mendes, Secretary/Treasurer
- Michael Palazzola. Trustee
- Mark Moss, Trustee
- · Marjorie Terrell, Trustee

CUPA Forum Enforcement Issue Coordinator Michael Palazzola, Orange County

Northern California

Mark Moss, El Dorado County

Bay Area

Marjorie Terrell, San Mateo County

Central California

Vince Mendes, Fresno County

Southern California

Linda Kolinski, City of Long Beach

CUPA FORUM BOARD

ENVIRONMENTAL PROTECTION TRUST FUND

GRANT AGREEMENT

BETWEEN THE
CUPA Forum Environmental Protection Trust Fund
and
County of El Dorado
AGREEMENT NO. 2022-03

TRUSTEE AND GRANTEE HEREBY AGREE AS FOLLOWS:

- 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 (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 \$106,663.81 (MX908-c Emergency Response Analyzer)
- 4. TERM OF AGREEMENT. The term of the Agreement shall begin on July 1st, 2022 and end on June 30, 2024. The grant is for the County of El Dorado for an MX908-c ER Analyzer.
- 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:

Page 1 of 6

CUPA Forum Environmental Protection Trust Fund

Grant Manager Sheryl Baldwin, *Manager*

P.O. Box 2017 Cameron Park, California 95682-2017

Phone: (530) 676-0815

Email: Sheryl@calcupa.org

GRANTEE (Unified Program Agency) GRANT CONTACT (If different Project Director)					
Name of Project Director Jeffrey Warren, Director El Dorado County EMD					
2850 Fairlane Ct. Bldg. C Placerville, CA 95667					
	Name of Grant Manager Aron Faria El Dorado County EMD				
	2850 Fairlane Ct. Bldg. C				

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

Placerville, CA 95667

- Exhibit A REPORTING AND INVOICING PROVISIONS
- Exhibit B SPECIAL AND GENERAL PROVISIONS
- Exhibit C Trust GRANT APPLICATION
- 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: "CUPA" means Certified Unified Program Agency:

Page 2 of 6

CUPA Trust Grant Agreement

"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

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

By:

Grantee Signature (as authorized by)

MARUL MOSS EN MORASON

Grantee Name, Title (Typed/Printed)

8/3/22

Date

EXHIBIT 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 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, 2023
- b. Final Report = July 1, 2024
- 5. Submission of the reports and invoices shall be in accordance with the following schedule:
- a. 1st Report = July 1, 2023
- b. Final Report = July 1, 2024 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.

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- 2. The invoice shall include all grant expenditures (direct and indirect) incurred by the Grantee during the reporting period.
- 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 of the system.
- 5. The Grantee shall attach a property tag to equipment purchases that indicates the equipment was purchased with Trust Funds.

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;

Page 4 of 6

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.

Page 5 of 6

- 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



COUNTY OF EL DORADO ENVIRONMENTAL MANAGEMENT DEPARTMENT INTEROFFICE MEMORANDUM

Date:

July 27, 2022

To:

Don Ashton, Chief Administrative Officer

Joe Harn, Auditor/Controller

From:

Jeffrey Warren, Director

Subject:

Delegation of Signature Authority for July 27th to August 5th, 2022.

I will be out of the office Wednesday July 27th through Friday, August 5th, and am delegating my signature authority to Mark Moss, Environmental Management Manager.

Mark Moss, Manager

Environmental Management Department

Please contact Mark at extension 7665 should administrative assistance be needed during this delegation period.

Thank you.

Jeffre Warren, Director

Environmental Management Department

Cc:

Laura Schwartz, Deputy Chief Administrative Officer

Jennifer Franich, Principal Analyst, Chief Administrative Office

Becky Morton, Chief Fiscal Officer

Laura Friestad, Administrative Services Officer, Administration and Finance

Rafael Martinez, Director, Department of Transportation Karen Garner, Director, Planning and Building Department

Clay Russell, Chief Administrative Office Melanie Young, Auditor/Controller's Office Carla Hass, PIO, Chief Administrative Office

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	County of El Dorado	do not leave this line blank	ζ,								_			
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	8 City, state, and ZIP code	****	ł											
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Trustees

- · Linda Kolinski, Chair
- Vincent Mendes, Secretary/Treasurer Central California
- Michael Palazzola, Trustee
- Mark Moss, Trustee
- Marjorie Terrell, Trustee

Regions

Southern California Central California Enforcement Issue Coordinator Northern California Bay Area Jurisdiction

City of Long Beach Fresno County Orange County El Dorado County San Mateo County

www.calcupa.org

CUPA FORUM BOARD

PO Box 2017 Cameron Park, CA 95682-2017

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 that 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.

Project Name: MX908-c Emergency Response Analyzer

Name of UPA or Other Entity: El Dorado County EMD

Name of Department Head, Director or Designee: Jeffrey Warren

Address: 2850 Fairlane Ct. Building "C"

City, State, Zip Code: Placerville, CA 95667

Phone: (530) 621-5300 Fax: (530) 642-1531

E-Mail Address: aron.faria@edcgov.us

Name of Grant Contact: Aron Faria

Address: 2850 Fairlane Ct. Building "C"
City, State, Zip Code: Placerville, CA 95667

Phone: (530) 621-6656

Fax:(530) 642-1531

E-mail Address: aron.faria@edcgov.us

Number of UP Staff: 6

Number of Regulated Facilities:1014

Please describe your agency's participation in CUPA Forum meetings to include regional or workgroup meetings.

I have personally attended (virtually) some meetings, and my supervisor Mark Moss has been a Norcal representative on the board for the last three years.

Programs UPA Implemented. ⊠ HW

Ø HM Ø UST

Ø AST

Ø Cal-ARP

RECEIVED

APR 04 2022

Page 1 of 4

BY:

2. EXECUTIVE SUMMARY

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

This grant proposal is for additional emergency response equipment for our Hazmat emergency response team. The MX908 would allow first responders to identify unknowns in the field during emergency response activities. The El Dorado County EMD (EDC EMD) hazmat staff are the only individuals in the county trained to the California Specialized Training Institute (CSTI) Hazmat Responder Technician and Specialist levels. EDC EMD Hazmat staff is on-call 24 hours a day, 7 days a week.

3. GRANT AMOUNT

Grant Amount Requested: \$ 106,663.81

4. HAS YOUR AGENCY RECEIVED ENFORCEMENT PENALTY MONEY IN THE LAST 3 YEARS AND IF SO, WHAT HAS BEEN PURCHASED?

Items Purchased: Nothing new purchased, just the regular maintenance and calibrations necessary for existing hazmat incident response equipment.

Amount: \$ 30,418 awarded

5. OTHER GRANTS RECEIVED

Y OR N / WHO FROM AND FOR WHAT OPP10 & 11 for the implementation of a used oil and oil filter outreach program. This program provides disposal options and education for the proper disposal of used oil and used oil filters in El Dorado County. HD31 for small projects in EDC EMD's HHW collection program. Funds from HD31 were used to hold temporary HHW collection events throughout the county, purchase PPE and HHW collection equipment for HHW events, and to purchase safety equipment for the HHW program. An HMEP grant was awarded to EDC for assisting with the updating of the EDC Hazardous Materials Area Plan.

6. 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 ▶

7. 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 ▶

If m	REIMBURSEMENT OPTIONS ore than one option is selected, then the action is	
the	ore than one option is selected, then the option(s) must be specified in the line item deta projected budget.	il ir
	Received approved grant monies up front (in July of the year grant approved)	
	Submit invoice for reimbursement	
X	Have CFB Trust pay supplying entity directly (subject to discretion of Trustees)	_
9. (GRANTEE APPLICANT SPECIFIC CERTIFICATIONS	
Γhes	se criteria are mandatory. Please read and initial that you understand and will comply:	
C	I will be used to supplement the annual budget of the	
	The state of the s	
الم	The grant applicant maintains an accounting system that is sufficient to track the use of the grant maintains and to report on these transactions as required under the terms of the grant.	of the
H	Successful applicants acknowledge the Trust Fund's right to conduct an audit of purchase(s) made with Trust Fund monies.	
41	Grant funds must be expended for the purposes approved in the grant within two years repaid to the Trust Fund, unless otherwise stipulated in the grant award.	
	that I am authorized to receive money for procurement of the items bearing	tif
	Grant applicants requesting equipment purchases must certify that their organization maintains a fixed asset tracking system and a periodic inventory of equipment is performed.	
1	A copy of the invoice and a picture of equipment purchased with these funds must be submitted to the Trustees after the purchase.	
DESCRIPTION OF	FOR EMERGENCY VEHICLES AND/OR EQUIPMENT, PLEASE ANSWER SE QUESTIONS:	
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mel·	, what did your agency get? How much?	-
-	and Security Grant - \$15,000, for upgrading emergency response equipment. HMEP - \$10,000 ng the EDC Hazmat Area Plan.	fo
10, p	Diease explain why not: Click here to enter text.	_
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:nicle ograf	es: To be eligible for consideration, the vehicle shall be used to support activities of the Unified m, no more than 2 every 10 years can be purchased and vehicles cannot exceed number of UP tors.	

11.) 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. I further certify that I am authorized to receive money for procurement of the items herein. 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:

Click here to enter text.

Date: Click here to enter text. 3/29/2

Send completed application to:

Sheryl Baldwin, Grant Manager PO Box 2017 Cameron Park, CA 95682-2017

Phone: (530) 676-0815 Fax: (530) 676-0515

email to: Sheryl@calcupa.org

CUPA Trust Grant Application

CUPA Forum Board

Grant Application 2022

El Dorado County Environmental Management Department 2850 Fairlane Ct. Building "C" Placerville, CA 95667 Prepared by Aron Faria – Supervising Waste Specialist

Work Plan

The Eldorado County Environmental Management Department (EDC EMD) is applying for a CUPA Forum Board Grant in 2022 for the purchase of an MX908-c handheld mass spec chemical detection system for gas/vapor, liquids, solids, and aerosols. The piece of equipment would allow the EDC EMD Hazmat team to identify unknown substances in the field during hazardous materials emergency response events. Currently, the EDC EMD Hazmat team are the only first responders in El Dorado County that are trained to the California Specialized Training Institute (CSTI) Technician and Specialist levels. EDC EMD Hazmat is the sole agency in El Dorado County that responds to hazardous materials emergency incidents to identify and mitigate hazardous materials in the field. EDC EMD Hazmat team members are on-call 24 hours a day, 7 days a week. EDC EMD personnel can also assist with emergency response activities the nearby rural counties of Amador, Alpine, and Calaveras.

Having an analyzer that identifies unknown substances in all forms would be extremely beneficial to El Dorado County. Other first responders (Police, Fire, Utilities, etc.) rely on EDC EMD for their knowledge and skill set. EDC EMD is called upon during emergencies and complaints to identify hazards, make entry into situations, and educate the Incident Command on the safest way to mitigate response events. Having MX908 would help keep all first responders safe during emergency situations and expedite mitigation efforts. An analyzer with a vast library that can identify unknowns in all states (solid, liquid, gas, aerosol) would be immensely helpful to El Dorado County, especially with the rise of extremely dangerous substances like Fentanyl that are increasingly making their way into El Dorado County.

The purchase package would include the following:

- Main MX 908 analyzer
- Probe and tubing
- Applicator swabs
- Trace sampling swabs
- Chemical training kit
- 5 years of equipment support
- On-site training class for all EDC EMD responders

EDC EMD anticipates that having this piece of emergency response equipment would greatly increase the response team's efficiency, response time, and the safety of all first responders. Once purchased, EDC EMD will place the analyzer into use and assume the responsibility of routine upkeep, maintenance, and testing/calibration according to the manufacturer's recommendations.

Timeline

Once awarded, EDC EMD requests that the CUPA Forum Board pay the vendor (908devices) directly. Anticipated invoice date: July-August 2022.

Projected Budget

The projected budget consists of the analyzer package costs and the associated sales tax charge. Prices listed below reflect a 1% discount from the vendor (quote attached).

- MX908-c handheld mass spec chemical detection system (including training) \$97,663.50
- Extended vapor probe \$197.01
- Applicator swabs \$83.16
- Sampling swabs \$394.02
- Training kit \$197.01
- Sales Tax \$8,129.11

Total budget - \$106,663.81