PO Box 2017
Cameron Park, CA 95682-2017

Trustees

- Eric Scott, *Chair*
- Mark Moss, *Secretary/Treasurer*
- Marjorie Terrell, *Trustee*
- Alvin Lal, *Trustee*
- Dennis Karidis, *Trustee*

CUPA Forum Enforcement Issue Coordinator
Dennis Karidis, Sacramento County
Northern California
Mark Moss, El Dorado County
Bay Area
Marjorie Terrell, San Mateo County
Central California
Alvin Lal, Stanislaus County
Southern California
Eric Scott, Santa Fe Springs Fire Dept.

CUPA FORUM BOARD

ENVIRONMENTAL PROTECTION TRUST FUND

GRANT AGREEMENT

BETWEEN THE
CUPA Forum Environmental Protection Trust Fund
and
Humboldt County CUPA
AGREEMENT NO. 2024 - 4

TRUSTEE AND GRANTEE HEREBY AGREE AS FOLLOWS:

1. PROVISIONS. This grant is authorized under the governing provisions of the Regulations of the CUPA Forum Environmental Protection Trust Fund.

2. PURPOSE. The CUPA Forum Environmental Protection (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 **$31,895.46 (Chemical Identification Equipment)**

4. TERM OF AGREEMENT. The term of the Agreement shall begin on July 31, 2024 and end on June 30, 2026.

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

Email: Sheryl@calcupa.org

GRANTEE (Unified Program Agency)	GRANT CONTACT (If different from Project Director)
Name of Project Director Sofia Pereira County of Humboldt Department Head 100 H Street, Suite 100 Eureka, CA 95501 Phone (707) 445-6215 Fax (707) 441-5699 Email: ENVHealth@co.humboldt.ca.us	Name of Grant Manager Matthew Swoveland County of Humboldt Grant Contact 100 H Street, Suite 100 Eureka, CA 95501 Phone (707) 268-2220 Fax (707) 441-5699 Email: mswoveland@co.humboldt.ca.us

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

   - **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;
"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)

_____
Grantee Name, Title (Typed/Printed)

_____
Date

By: Eric Scott
Trust Chair

6/3/24
Date

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
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, 2025
b. Final Report = July 1, 2026

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

a. 1st Report = July 1, 2025
b. Final Report = July 1, 2026 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.

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).

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;
- 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