

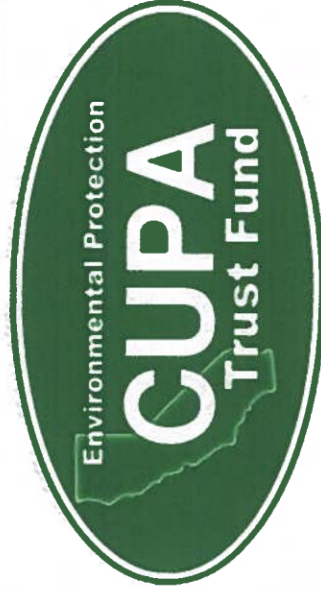


CUPA Forum Trust

- [About](#)
- [CUPA Forum Trust](#)

The California Certified Unified Program Agency (CUPA) Forum Board established the CUPA Forum Environmental Protection Trust Fund in 2009 (Trust Regulations). This Trust was established to manage and disburse monies from enforcement case settlements to enhance the investigation, inspection and enforcement of Unified Programs throughout the State of California.

- [Trust Grant Application](#), WORD 173.24 KB
- [Supplemental Application for Vehicles or Emergency Response Equipment](#), WORD 65 KB
- [Trustees Contact Information](#), PDF 272.08 KB
- [Grant Application Hints and Tips](#), PDF 145.00 KB



These monies will be disbursed through a Grant process. Grant requests shall be made using the Grant Application on this page. They must be submitted no later than March 31st of each year. Grant requests may be approved in whole or in part and upon such terms and conditions as the Trustees deem appropriate. Successful grant applications will be awarded for the following fiscal year beginning July 1.

Grant applications must be complete before they will be considered. All specific certifications must be checked. The intended purpose of the grant could be as simple as the purchase of one instrument or a complex program dealing with training, equipment and implementation. The only mandatory award criterion is that the intended purpose must benefit Unified Program implementation and enforcement.



California CUPA Forum Environmental Trust Fund

www.calcupa.org

- Trustees
2021-2022

Linda Kolinski, Chairman
Vincent Mendes,
Secretary/ Treasurer
Michael Palazzola, Trustee
Mark Moss, Trustee
Marjorie Terrell, Trustee

● Northern California ●

Mark Moss
El Dorado County

● Bay Area ●

Marjorie Terrell
San Mateo County

● Central California ●

Vincent Mendes
Fresno County

● Southern California ●

Linda Kolinski
City of Long Beach

● Enforcement Coordinator ●

Michael Palazzola
Orange County

GRANT APPLICATION HINTS AND TIPS

1. Completely fill out the application and review before submission. Incomplete applications will not be approved. You must check all applicable boxes, provide a detailed budget and sign the application.
2. Applications need to be submitted on or before March 31 st of the Grant year or they will not be considered for approval. Receipt of an email pdf copy of the application will satisfy this requirement.
3. Individual portions of the grant will not be considered. The Grant application will be considered in its entirety. The application will be accepted or denied based on the application as a whole.
4. An Agency may submit more than one grant application. This may increase the probability of receiving approval. (This is helpful if you have different types of requests, e.g., submit two applications, one for training and one for equipment to conduct inspections.)
5. The Grant will not pay to supplant regular staff time during normal working hours. Grant monies may be awarded to hire a consultant, pay regular employees for overtime, pay for part time employees' time in addition to their regularly scheduled hours, etc. No Grant money will be available to perform normal CUPA inspections.
6. During the application review process the Grant Trustees consider the UPA's participation in the Forum, Regional meetings, TAG Groups, etc.
7. Required personal protective or consumable equipment will not be considered for funding. These items are necessary for employees to safely perform their duties and should be budgeted for by your Agency.
8. Equipment that enhances, improves or expands the capability of your program will be considered.
9. If CERS or other Grant money could or will be used for a project (laptops, scanners, data conversion time, etc.) explain how that Grant money has or will be expended in order to justify requesting CUPA trust money for your project/equipment.
10. During the application review process the Grant Trustees consider projects that benefit the regulated community (training workshops, outreach materials, equipment to provide training, innovative ideas to enhance facilities compliance, etc.).



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 Fresno County

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- Enforcement Coordinator

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 Orange County

11. If the Grant applicant is used to support a study the CUPA Forum may require that a final report be presented to the Board. The Trustees encourage UPA's to present studies to enhance the CUPA program as a whole. The findings could be presented during the following year's CUPA Training Conference. Describe in the work plan how the findings will be presented (report of findings).
12. As part of your work plan, describe how your project or equipment purchase benefits the Unified Program, how it will benefit your program, and how it will produce measurable results. If feasible, a study or project should include a baseline to measure results against a measurable objective. Don't assume it's obvious that your project will improve your program. Explain how it will benefit your and other Unified Program activities.
13. Grant applications for vehicles or emergency response equipment must include the Supplemental Application for Vehicles and Emergency Response Equipment.
14. Grant funds must be expended during the period of the Grant , which is a two-year period.
15. All monies not expended must be returned at the end of the contract term. Extensions must be requested in writing and will be considered on a case-by-case basis.
15. Applications and contracts must be signed by a person with authority to receive monies for procurement of grant items.

Hints & Tips v 8

EXAMPLE



Trustees

- Eric Scott, *Chair*
- Vince Mendes, *Secretary/Treasurer*
- Bill Jones, *Trustee*
- Linda Kollinski, *Trustee*
- Randy Sawyer, *Trustee*

PO Box 2017
Cameron Park, CA 95682-2017

CUPA Forum Enforcement Issue Coordinator
 Bill Jones, Los Angeles County Fire
 Northern California
 Eric Scott, Glenn County
 Bay Area
 Randy Sawyer, Contra Costa County
 Central California
 Vince Mendes, Fresno County
 Southern California
 Linda Kollinski, City of Long Beach

CUPA FORUM BOARD
 ENVIRONMENTAL PROTECTION TRUST FUND

GRANT AGREEMENT

BETWEEN THE
CUPA Forum Environmental Protection Trust Fund
 and
 Siskiyou County CUPA
 AGREEMENT NO. 2017-3

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 (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 \$25,000.00**
- 4. TERM OF AGREEMENT.** The term of the Agreement shall begin on July 1st, 2017 and end on June 30, 2019. The grant is for the purchase of **Inspection vehicle**.
- 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 (If different from Project Director)
<p> Name of Project Director, William Navarre Siskiyou County CUPA 806 South Main Street Yreka, CA 96097 Phone : (530) 841-2100 Fax: (530) 841-4076 Email: bnavarre@co.siskiyou.ca.us </p>	<p> Name of Grant Manager Rick Dean Siskiyou County CUPA 806 South Main Street Yreka, CA 96097 Phone : (530) 841-2113 Fax: (530) 841-4076 Email: rdean@co.siskiyou.ca.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>	

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: [Signature] By: Eric Scott
Grantee Signature (as authorized by) Trust Chair
William D. JAMES, EA Director Date 4/20/17
Grantee Name, Title (Typed/Printed)
5-23-2017
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, 2018
 - b. Final Report = July 1, 2019
5. Submission of the reports and invoices shall be in accordance with the following schedule:
- a. 1st Report = July 1, 2018
 - b. Final Report = July 1, 2019
- 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 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;
- Additional Trust allocation 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