



**CalEPA  
Environmental Enforcement & Training Account  
Grant Program**

**Grant Award & Authorization Form  
Fiscal Year: 2015/2016**

Your Fiscal Year 2015/2016 application for Environmental Enforcement and Training Account Grant funds has been approved as follows:

**Name of Applicant:** Nevada County Department of Environmental Health

**Grant Amount:** \$34,900

**Grant Number:** EETAG1502

You are authorized to utilize grant funds to support environmental enforcement training for Department investigators and to purchase environmental enforcement surveillance equipment. This award is authorized according to the requirements described in the following documents, which are attached and incorporated as part of this grant award:

- Exhibit A: Procedures and Requirements
- Exhibit B: Terms and Conditions
- Exhibit C: Approved Grant Application
- Exhibit D: Grant Disbursement Request
- Exhibit E: STD. 204 – Payee Data Record

***Grant Award & Authorization Form  
(Continued)***

The undersigned parties agree to the terms and conditions as set forth in this grant award. The undersigned parties certify under penalty of perjury that they are duly authorized to bind the parties to this grant.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CalEPA Office of the Secretary

Applicant

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

ERIC JARVIS  
Assistant Secretary

DAN MILLER  
Board Chair

## EXHIBIT A PROCEDURES AND REQUIREMENTS

The Environmental Enforcement and Training Grants are administered by the California Environmental Protection Agency (CalEPA). These Procedures and Requirements describe project and reporting requirements, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- **“Applicant”** means the entity applying for a grant.
- **“Application”** means the information an applicant provides CalEPA when applying for a grant.
- **“BDOs”** means CalEPA’s Boards, Departments, and Office.
- **“CalEPA”** means California Environmental Protection Agency.
- **“Environmental Justice”** means “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies,” as defined by Government Code section 65040.12.
- **“Grant”** means a sum of money to assist an enterprise deemed advantageous to the public.
- **“Grant Manager”** means the CalEPA Environmental Enforcement and Training Grant Program staff person responsible for monitoring the grant.
- **“Grant Administrator”** means the person from the Grantee who is responsible for the day-to-day management of the project.
- **“Grantee”** means the eligible organization that receives the funding from the grant.
- **“Signature Authority”** means the person duly authorized and empowered to execute in the name of the applicant all grant-related documents.
- **“Secretary”** means the Secretary for California/EPA or his or her designee(s).

**I. TIMETABLE**

<b>Item</b>	<b>Due Date</b>
Grant Application Cycle Opens	September 1, 2015
Grant Application Due	September 30, 2015
Grants Disbursed (100%)	Fourth Quarter FY 2015/16 (April-June 2016)
First Progress Report	July 30, 2016
All Other Progress Reports	Quarterly (due 30 days after the end of each calendar quarter)
Final Report	Due 30 days after the end of the project or July 30, 2017 (whichever occurs first)

**II. REPORTING REQUIREMENTS**

Grant projects should be completed within the timeframes set out in the approved Work Plan. The Grantee shall provide CalEPA with quarterly reports within 30 days of the end of each calendar quarter (March, June, September, December) and a final progress report within 30 days of the end of the project or July 30, 2017, whichever occurs first. Unused grant funds at the end of the fiscal year may be returned to CalEPA or, if approved by CalEPA, extended for use in the following fiscal year.

**III. PROGRESS REPORTS (not including Final Report)**

Progress Report(s) shall include, at a minimum, the following:

- A. The Grant number, Grantee's name, Grantee's contact information, and reporting period.
- B. A description of work completed, arranged according to tasks and activities shown in Grantee's approved Work Plan. Include as an overall summary, or in each section, responses to the following questions as applicable:
  - i. What were the successes (so far) in relation to goals and objectives?
  - ii. What problems/challenges were discovered during implementation?
  - iii. How were problems or challenges (if any) resolved during this reporting period?

- C. A brief discussion of work remaining to be conducted pursuant to the grant. If necessary, discuss any adjustments to the Work Plan resulting from your process evaluation. **The Grant Manager must give written pre-approval for any changes to the approved Work Plan or Budget.**
- D. Expenditure itemization summary describing how much of the grant funds have been spent and on what. The expenditure itemization summary should track the approved Budget.

#### **IV. INELIGIBLE COSTS**

Any costs not included in your approved budget, and not directly related to the approved grant project, are ineligible. If you have any questions regarding ineligible costs, contact the Grant Manager.

Examples of ineligible costs for funding include the following, but not limited to:

- A. Lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
- B. Litigation, administrative challenges, enforcement action, or any type of adjudicatory proceeding.
- C. Funding of a lawsuit against any governmental entity, business, or project owned by a business.
- D. Other state grant programs.
- E. Performance of any technical assessment for purposes of opposing or contradicting a technical assessment prepared by a public agency.
- F. Food and drinks that are not an integral part of the conference or event (i.e., the conference or training continues to be conducted while the meal is served and consumed).
- G. Profit or mark-up by the Grantee.
- H. Out-of-State travel.
- I. Overtime costs/compensated time off (except for when law or labor contract requires overtime compensation).

- J. Travel expenditures that exceed the State rate (for hotel and meal rates, see <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).
- K. Fines or penalties due to violation of federal, state or local laws, ordinances, or regulations.
- L. Expenses for audits of the Grantee's entire organization, or portions thereof that include a review of one of the CalEPA Environmental Enforcement and Training Grants cycles.
- M. Costs deemed by the CalEPA Grant Manager to be unreasonable or not related to the purpose of the grant.
- N. Other work deemed ineligible by CalEPA, consistent with state law.

## **V. FINAL REPORT**

The Final Report summarizes the entire grant term and shall include:

- A. The Grant number, Grantee's name, Grantee's contact information, and Grant Term.
- B. The following disclaimer statement:

"The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Environmental Protection Agency, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
- C. Description of activities that were undertaken, continued, and completed during the reporting period. Activities should be arranged by the categories shown in your approved Work Plan.
- D. Summary of results and evaluation of program, as applicable to your Work Plan, which includes responding to the following questions.
  - i. What are the methods used to evaluate project effectiveness?
  - ii. What were the successes in relation to goals and objectives?
  - iii. What problems/challenges emerged during implementation? How did you resolve them?

- iv. What would you do differently if you had the project to design all over again?
  - v. What “best practices” might be shared with other areas?
- E. A final Expenditure Itemization Summary. All expenditures must be itemized. (An expenditure itemization summary should look like the approved Budget with all actual expenses accounted for and itemized.)
- i. Supporting Documentation. Appropriate documentation must be submitted with the final report and copies of submitted documentation should be maintained and kept for all grant expenditures. Documentation should be retained for a minimum of three years after the close of the Grant Term for audit purposes, or for a longer period of time if warranted to resolve any issues with this Agreement. For a more detailed description, see Audit/Records Access in Exhibit B. Types of acceptable documentation include:
    - a) Invoices. Invoices must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased, amount due, and date.
    - b) Receipts. Receipts should include the same information as invoices.
    - c) Purchase orders with proof of payment. Purchase orders should include the same information as invoices and receipts, and must be accompanied by proof of payment (e.g., copies of cancelled checks).
    - d) Personnel Expenditure Summary. Document personnel expenditures based on actual time spent on grant related activities. The name, title, rate, personnel rate totals of the staff being paid under the grant, and the name, title and original signature of personnel supervisor or authorized signature authority identified on original grant application can be used for supervisory signature and title must be included on the personnel expenditure summary submitted.
    - e) Travel Expense Summary. Document costs related to travel and include supporting documentation.

f) Basic Travel Policies

1. Limit attendance at conferences and meetings to those directly concerned with the topic.
2. Use the most economical method of transportation. Consider the time you will be away from the office and the direct cost of the methods that may be used.
3. Avoid back-tracking and duplicate travel whenever possible.

**VI. EXCEPTIONS**

Exceptions to the provisions of the Agreement will be considered on a case-by-case basis. Requests must be submitted in writing, and pre-approved in writing, by the Grant Manager. The Grantee is responsible for retaining documentation of any exceptions to the Agreement for audit purposes.

**VII. GRANT MANAGER**

The Grant Manager during the term of this Agreement is Jessica Diedesch. All reports and written correspondence and inquiries regarding this project shall be directed to:

CalEPA, Environmental Enforcement and Training Grant Program  
Attn: Jessica Diedesch  
1001 I Street, MS 25C  
Sacramento, CA 95811

Phone: (916) 322-2935  
Email: [jessica.diedesch@calepa.ca.gov](mailto:jessica.diedesch@calepa.ca.gov)



## EXHIBIT B TERMS AND CONDITIONS

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| 1. ACKNOWLEDGEMENTS                            | The Grantee shall acknowledge CalEPA's support each time projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material. The acknowledgement of CalEPA's support must state "California Environmental Protection Agency Environmental Enforcement and Training Grant Program." Initials or abbreviations for CalEPA shall not be used.   |
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| 2. ADVERTISING/ PUBLIC EDUCATION               | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's use of materials.   |
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| 3. AIR/WATER POLLUTION VIOLATION CERTIFICATION | <p>The Grantee shall not be:</p> <ul style="list-style-type: none"><li>a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.</li><li>b. Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.</li><li>c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.</li></ul> |
| <hr/>  |  |
| 4. AMENDMENT                                   | 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 into this Agreement is binding on any of the parties.   |
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| 5. AMERICANS WITH DISABILITIES ACT             | The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)   |
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| 6. ASSIGNMENT, SUCCESSORS AND ASSIGNS          | This Agreement may not be assigned by the Grantee, either in whole or in part, without CalEPA's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of CalEPA, the Grantee, and their respective successors and assigns.  |
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7. AUDIT/RECORDS  
ACCESS

The Grantee agrees that CalEPA, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(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 or subcontract related to performance of this Agreement.

*[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]*

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8. AUTHORIZED  
REPRESENTATIVE

The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CalEPA on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity of the authorized representative.

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9. AVAILABILITY OF FUNDS

CalEPA's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant. 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 Agreement.

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10. COMMUNICATIONS

All communications from the Grantee to CalEPA shall be directed to the Grant Manager. All notices and reports required by this Agreement shall be given in writing by email or letter to the Grant Manager as identified in Exhibit A. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email communication.

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11. COMPLIANCE

The Grantee shall comply fully, and require any of its contractors and subcontractors to comply fully, with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

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12. 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 the computer software in violation of copyright laws.

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13. CONFIDENTIALITY/  
PUBLIC RECORDS

The Grantee and CalEPA acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code ("GC") Section 6250 et seq. CalEPA agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to CalEPA, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

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14. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, CalEPA must be contacted immediately for clarification.

*Current State Employees (Public Contracts Code (PCC) § 10410):*

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

*Former State Employees (PCC § 10411):*

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420)

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The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and CalEPA. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.

15. CONTRACTORS/  
SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalEPA and any contractors or subcontractors of the Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to CalEPA for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalEPA's obligation to make payments to the Grantee. As a result, CalEPA shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

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16. CONTROLLING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

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17. COPYRIGHTS AND  
TRADEMARKS

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalEPA a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials, including images and text, produced pursuant to this Agreement, for non-profit, non-commercial purposes, and to have or permit others to do so on CalEPA's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalEPA pursuant to this section.

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18. DISCHARGE OF GRANT  
OBLIGATIONS

Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalEPA.

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19. DISCLAIMER OF  
WARRANTY

CalEPA makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services, or products purchased, used, obtained, and/or produced with funds awarded under this Agreement, whether such materials, equipment, services, or products are purchased, used, obtained, and/or produced alone or in combination with other materials, equipment, services or products. No CalEPA employees or agents have any right or authority to make any other representation, warranty, or promise with respect to any materials, equipment, services, or products purchased, used, obtained, or produced with grant funds. In no event shall CalEPA be liable for special, incidental, or consequential damages arising from the use, sale, or distribution of any materials, equipment, services, or products purchased or produced with grant funds awarded under this Agreement.

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20. DISCRETIONARY  
TERMINATION

The Secretary shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

- a. Submit a final written report describing all work performed by the Grantee;
  - b. Submit an accounting of all grant funds expended up to and including the date of termination; and,
  - c. Reimburse CalEPA for any unspent funds.
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21. DISPUTES

Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

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22. DRUG-FREE  
WORKPLACE  
CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
  - b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
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23. EFFECTIVENESS OF  
AGREEMENT

This Agreement is of no force or effect until signed by both parties.

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24. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

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25. ENVIRONMENTAL  
JUSTICE

In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

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26. 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.

*[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]*

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27. FORCE MAJEURE

Neither CalEPA nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalEPA or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

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28. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Secretary, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to CalEPA any funds improperly expended.

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29. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The Grantee is required to use Generally Acceptable Accounting Principles in documenting all grant expenditures.

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30. GRANTEE ACCOUNTABILITY

The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate part or its entire program. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the project funded by the grant. CalEPA will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. In the event an audit should determine that grant funds are owed to CalEPA, the Grantee is responsible for repayment of the funds to CalEPA.

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31. GRANTEE'S NAME CHANGE

A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalEPA will process the amendment. Grant Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

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32. MEALS, REFRESHMENTS, & LODGING
- a. Light Refreshments and/or Meals at Events: Light refreshments and meals are permitted under this Agreement only when integral to the meeting, conference, training workshop, or outreach activity (i.e., the conference or training continues to be conducted while the meal is served and consumed). Unless described in the approved Work Plan, the Grantee agrees to obtain prior approval from CalEPA for the use of grant funds for light refreshments, meals, and/or beverages served at an event. Food and beverage costs must be reasonable. Use of grant funds for meals and refreshments at receptions, banquets, and similar activities after normal business hours is prohibited.
  - b. Travel, Lodgings, and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.
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33. NATIONAL LABOR RELATIONS BOARD CERTIFICATION
- The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board.
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34. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY
- The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalEPA.
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35. NON-DISCRIMINATION CLAUSE
- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Gov. Code §§ 12900 et seq.
  - b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code § 12990) and California Code of Regulations, Title 2, Section 8103).
  - c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.
  - d. The Grantee, its consultants, and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
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36. NO THIRD PARTY RIGHTS
- The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.
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37. OWNERSHIP OF WORK PRODUCT
- Grantee hereby grants CalEPA a royalty-free, non-exclusive, transferable license to reproduce, translate, and distribute copies of any and all materials produced pursuant to this Agreement. Grantee shall deliver copies of any work product developed under this Agreement to CalEPA upon request.
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The performance of this grant shall be conducted in accordance with the entire Agreement including these Terms and Conditions, the Procedures and Requirements, and the approved Budget and Work Plan. Grantee's CalEPA-approved application is hereby incorporated into this Agreement by reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, or provisions that constitute this Agreement, the following order of precedence shall apply:

38. ORDER OF PRECEDENCE

1. Terms and Conditions
  2. Procedures and Requirements
  3. Approved Budget and Work Plan
  4. Grantee's Application
  5. All other attachments.
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39. PAYMENT

- a. The Grantee Application, approved Work Plan, and Budget, attached to and incorporated herein by reference to this Agreement states the maximum amount of allowable costs for each of the tasks identified in the Budget. CalEPA shall pay the Grantee for only the work and tasks specified in the Work Plan at only those costs specified in the Budget and incurred in the terms of the Agreement.
  - b. The Grantee shall carry out the work described in the approved Work Plan in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Secretary, or his or her designated representative, may require the Grantee to forfeit the unexpended portion of the grant funds and/or repay to CalEPA any funds improperly expended.
  - c. Payment will be made only to the Grantee.
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40. PERSONALLY IDENTIFIABLE INFORMATION

Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Agreement in perpetuity, and shall not release or publish any such information or data.

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41. PREVAILING WAGES AND LABOR COMPLIANCE

If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are met.

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42. PROFESSIONALS

For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for and licensed professionals are required for those services under State law.

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43. REAL AND PERSONAL  
PROPERTY ACQUIRED  
WITH GRANT FUNDS

- a. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee.
  - b. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which CalEPA approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from CalEPA for such purposes.
  - c. The grantee may not transfer title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalEPA.
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44. RECYCLED CONTENT  
PRODUCTS

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other special graphics may be printed on photographic paper.

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45. SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

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46. SITE ACCESS

The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for thirty (30) days after completion of the work.

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47. TERMINATION FOR  
CAUSE

CalEPA 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 may proceed with the work in any manner deemed proper by CalEPA. All costs to CalEPA shall be deducted from any sum due the Grantee under this Agreement.

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48. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement. The Grantee shall proceed with projects funded, in whole or in part, by this Agreement, and complete the Project in an expeditious manner.

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49. UNION ORGANIZING

By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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50. VENUE

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All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue.

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51. WAIVER OF RIGHTS

Any waiver of rights with respect to a default or other matters arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

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52. WAIVER OF CLAIMS AND  
RECOURSE AGAINST  
THE STATE

The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

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53. WORK PRODUCTS

The Grantee shall provide CalEPA with copies of all final products identified in the Work Plan.

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54. WORKERS'  
COMPENSATION LABOR  
CODE

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

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**EXHIBIT C  
APPROVED GRANT APPLICATION**



# CalEPA

## Environmental Enforcement and Training Account Grant Program (Penal Code section 14300)

### 2015 Grant Application

#### **Background:**

Penal Code section 14300 *et seq.* established the Environmental Enforcement and Training Account. California Code of Regulations, title 27, section 10011 *et seq.* contains the implementing regulations for the Environmental Enforcement Training Account Grant Program. The purpose of the Grant Program is to provide financial assistance for environmental enforcement, investigation and training programs that enhance statewide enforcement of environmental laws. The Secretary may award grants to public entities and private nonprofit organizations for:

- 1) Training public prosecutors, peace officers, firefighters, and state or local environmental regulators in the investigation and enforcement of environmental laws;
- 2) The cost of local environmental regulators engaged in the enforcement of environmental laws; and/or
- 3) The costs of prosecutors, investigators and research attorneys working within the Environmental Circuit Prosecutor Project.

The actual amount of grant funding available depends on the amount of money deposited into the Environmental Enforcement and Training Account from settlements and other contributions in preceding fiscal years.

#### **Application Deadline:**

Applications may be submitted starting September 1<sup>st</sup> each year and must be postmarked or hand delivered by no later than 5:00 p.m. on September 30<sup>th</sup> each year.

#### **Where to Submit Applications:**

CalEPA Office of the Secretary  
Environmental Enforcement and Training Grants Program  
Attn: Jessica Diedesch  
1001 I Street, MS 25C  
Sacramento, California 95814

For additional information, contact:  
Jessica Diedesch (916) 322-2935  
[Jessica.diedesch@calepa.ca.gov](mailto:Jessica.diedesch@calepa.ca.gov)

## **Eligibility:**

- Individuals are not eligible to receive grants.
- Private nonprofit organizations or public entities may submit a grant application.
- Applicants who have previously received grant funds may be eligible for future grant awards.
- Organizations that have not received previous grants under the Environmental Enforcement and Training Account Grant Program may receive preference over organizations currently or previously receiving grant awards.
- Local environmental regulators may request local assistance grants to assist in the enforcement of environmental laws, based upon a showing of substantial need and a lack of other available funding sources.
- Applications proposing projects inconsistent with CalEPA's statutory authority or mission are ineligible for funding.

## **Grant Criteria:**

The Secretary will award grants based upon the following criteria:

- The Secretary will only consider one application per applicant per project. Applicants may submit more than one application if the applications are for separate and distinct projects or activities.
- Applications will be evaluated based on the merit of the proposed project in comparison to other applications.
- Past performance may be considered during the evaluation process for those applicants who have received previous grants.
- California Law requires CalEPA to conduct its programs in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations in the state. Receipt of grant funds is conditioned on the incorporation of environmental justice objectives as they relate to environmental enforcement into any proposed training courses. Training courses should include, as appropriate, one or more of the following components:
  - (1) Developing an understanding of environmental justice laws and principles.
  - (2) Developing targeted enforcement projects or plans benefiting communities most burdened by pollution sources or impacts.
  - (3) Ensuring public participation and information sharing whenever possible.
- Applicants may receive grants to develop a new activity or substantially improve the quality of existing programs upon a showing that the project will have a direct impact on environmental enforcement and/or training activities.
- The Secretary will review and consider the responsiveness of the proposed work plan to CalEPA's environmental enforcement and training objectives, the overall effectiveness of

the project design, the clarity of the measures of success and the qualifications of project staff.

### **Restrictions on Grants:**

- (1) Grant funds can only be used for the purposes set forth in an approved work plan and budget, and must be consistent with the statutory authority for the award and the grant agreement.
- (2) Grant funds cannot be used for lobbying, or intervention in state or federal regulatory proceedings.
- (3) Grant funds cannot be used for matching state or federal funding.
- (4) State law requires all grantees to certify and assure that they will comply with all applicable state laws, regulations, and requirements before receiving funds.

### **Reporting Requirements for Grant Recipients:**

Grant funded projects should be completed within the time frames set out in the work plan and grant agreement. The recipient organization is responsible for the successful completion of the project and submission of required reports.

- (1) All recipients must submit progress reports to the Secretary within 30 days of the end of each calendar quarter, and a final report within 30 days of the end of the project or July 30, 2017, whichever occurs first. Failure to submit reports may result in termination of the grant.
- (2) Unused grant funds remaining at the end of the fiscal year may be returned or, if approved by CalEPA, extended for use in the following fiscal year.
- (3) CalEPA may require an audit or financial accounting from a grant recipient at any time.

### **Selection of Grant Recipients:**

Applications will be screened to ensure that they meet all requirements described in the statutes and regulations governing the program.

- After all applications are received, acknowledgements of receipt will be sent to all applicants.
- Factors in the selection process may include geographic and socioeconomic balance, diverse nature of the projects, cost, and projects whose benefits can be sustained after the grant is completed.
- Once applications have been recommended for funding, additional information may be necessary to complete the award process, such as tax identification numbers. Approved applicants may be required to complete additional government forms prior to receiving grant funds.
- All applicants are informed as to the decision on their application.

**Decisions of the Secretary concerning grants are final and not subject to appeal.**

**Please provide all information requested.  
Additional pages may be attached as necessary.**

Name of Organization: Nevada County Department of Environmental Health

Mailing Address: 950 Maidu Ave.

Post Office Box:

City/State/Zip Code: Nevada City, CA 95959

Telephone: 530-265-1531

Fax: 530-265-1531

E-Mail: david.slaughter@co.nevada.ca.us

Person with day-to-day responsibility for the project: David Slaughter

Title: Environmental Health Specialist III  
265-1521

Telephone: 530-

Fax: 530-265-9853  
david.slaughter@co.nevada.ca.us

E-Mail:

Supervisor's Name: David Huff

Title: Program Manager

Telephone: 530-265-1767

**Narrative/Work Plan:**

1. In a concise format, please generally describe the proposed project.

**AS WITH MOST RURAL COUNTIES, THIS DEPARTMENT IS FEE BASED. THERE ARE NO EXTRAS ESPECIALLY WHEN IT COMES TO INVESTIGATING PROBLEMS SUCH AS ILLEGAL DUMPING (IE: BHO LAB DUMPS), UNPERMITTED HAZARDOUS WASTE DISPOSAL AND WITH THESE DROUGHT CONDITIONS, WATER THEFT. INVESTIGATION INTO HAZERDOUS WASTE STORAGE AND TREATMENT VIOLATIONS, UST VIOLATIONS AND HAZMAT SPILL CLEANUP VIOLATIONS ARE ALSO INCLUDED IN THIS PROPOSAL.**

**THIS GRANT FUNDING WOULD ALLOW THIS DEPARTMENT TO 1) SEND 4 CURRENT EMPLOYEES TO CSTIS ADVANCED ENVIRONMENTAL CRIMES INVESTIGATION CLASSES IN SAN LUIS OBISPO AS WELL AS TRAINING FROM THE WESTERN STATES PROJECT. HAZMAT TECH/SPEC TRAINING IS ALSO INCLUDED IN THE REQUESTED TRAINING. WE ARE ANTICIPATING HIRING ON TWO NEW TRAINEES THAT WOULD ALSO GO THROUGH THE TRAINING. 2) AT THIS TIME, THIS DEPARTMENT HAS NEITHER SURVEILLANCE EQUIPMENT NOR FUNDING TO PAY THE REQUIRED OVERTIME THAT IS NECESSARY TO GATHER EVIDENCE TO PROSECUTE THESE ALLEGED VIOLATORS. 3) THIS DEPARTMENT ACTIVELY PURSUES UST, AST AND HAZWASTE VIOLATIONS. BUILDING CASES, SUBMITTING TO THE DAS OFFICE, ADMINISTERING AEOs WHEN APPROPRIATE, LEARNING INTERVIEW AND INTERROGATION TECHNIQUES ARE A MUST FOR BEING SUCCESSFUL IN ENFORCEMENT CASES**

**NEVADA COUNTY HAS A NUMBER OF AREAS WHERE ILLEGAL DUMPING IS PREVALENT. THE FOLLOWING THREE AREAS HAVE BEEN IDENTIFIED:**

**1) SOUTH PONDEROSA WAY, GRASS VALLEY AND SOUTH PONDEROSA WAY AT HWY 20;** The location is an undeveloped area along a county road. The location has been the site of extensive (since ~ 1993) illegal dumping. Dumped materials include, household solid waste, HHW, TVs, e-waste, couches, cars and car batteries, waste tires, tree trimmings and Const/Demolition waste. Two Calrecycle Farm & Ranch Grant cleanups were successfully implemented in this area (2002 & 2006). However, illegal dumping has resumed.

The LEA wishes to utilize surveillance cameras to identify the illegal dumping violators and pursue appropriate enforcement action. Further, apprehension of violators will be used for public education to help preclude illegal dumping in the county.

**2) You Bet Road at Greenhorn Creek;** The location is a developed county road turnout use as a schoolbus stop and common area for residents to place garbage bins for weekly pick-up by a franchised hauler. The location has been the site of historic illegal dumping. Dumped materials include, household solid waste, HHW, TVs, couches and car batteries. In 2013, 73 waste tires were dumped at the site.

**2. Identify the specific environmental enforcement and/or training objectives to be addressed by the project.**

The objectives of the proposed trainings is to improve and expand our enforcement branch of this department and send a message to the violators that this type of activity will not be tolerated and if found guilty fines and potential incarceration is possible.

**3. Identify the enforcement and/or training target audience and how the organization intends to reach this audience.**

The enforcement audience would be the potential violators within this county. This is a small community and news of prosecution travels fast. A couple of convictions may go a long way in detouring other potential violators from following the same path.



The target audience for training would be the existing staff in the CUPA and LEA programs and potential new staff in the near future.

**4. Identify the environmental programs and/or statutes to be addressed by the project.**

Both the CUPA and LEA programs would be involved with the trainings, investigations and preparing the case for the DA referral.

**5. Provide a description of the requesting organization.**

Nevada County Environmental Health is composed of four major disciplines.

- 1) HAZMAT- AST, UST, HAZWASTE, Emergency Response
- 2) LEA, Solid Waste
- 3) Land Use, Wells, Septic
- 4) Consumer Protection- Pools, food, Childhood Lead, Water systems

**6. How long has the requesting organization been in existence?**

Approximately 35 years.

**7. Has the organization been successful with a similar project in the past?**

This Agency has been involved with approximately 15 UST cases, 6 HAZWASTE cases, 2 Emergency response case, 7 solid waste cases and 2 illegal dumping cases that ended in successful prosecution.

**8. Has the organization received discretionary funds through the 14300 grant program in the past? If so, please concisely describe the project and attach the most recent progress or final report.**

No

9. Describe the environmental justice component of the program required under California Code of Regulations 10016(b)(3), or the reason(s) such a component is not included in the project.

Illegal dumping, disregard for clean up after spills and unresolved UST violations are just a few examples of the disregard for the principals of Environmental justice. Not only do these acts adversely affect our environment but it is also unfair for the people and businesses that are trying to obey all laws and trying to be good stewards of the place we all live.

This grant funding would enable this department to pursue investigations more thoroughly, create stronger cases, protect the environment and help create an atmosphere where the compliant businesses feel that everyone is required to follow the same rules. Those who do not will be subject to prosecution, penalties and possible incarceration if found guilty.

10. Describe project completion plans/time frames and expected results.

This an ongoing project at this point. As stated in the narrative work plan, some of these problem areas have been issues with active clean up since 2002. Repeated clean ups have not solved the problem. There has been no funding to initiate actual surveillance to catch the violators.

11. Explain how the applicant will evaluate and measure the success of the project, including the anticipated benefits and challenges in implementing the project.

This projects success will be based on both successful prosecutions and voluntary compliance without prosecution.. The end goal would be to have no prosecutions at all, no illegal dumping, no clean ups, no violations.

12. Provide a succinct explanation of how the project may serve as a model in other settings.

Nevada County Code Compliance could potentially use this project as a model to improve their enforcement activities by, increased training, learning new investigative techniques, the ability to obtain surveillance equipment through this grant process and work in conjunction with this department to achieve mutual goals.

**13. NOTE: *This question applies to local environmental regulators only:***

If this grant is being requested to assist with local enforcement of environmental laws, please provide an explanation of the substantial need for this assistance, including a lack of other available funding sources.

Investigations take time and equipment. Many times investigations lead to no responsible party with no ability to recover costs for staff time and equipment. Budgets are tight with little left over money to cover up front investigative costs with no guarantee of reimbursement.

This department is fee based, with little or no general funding.

**Required Supporting Materials/Documentation:**

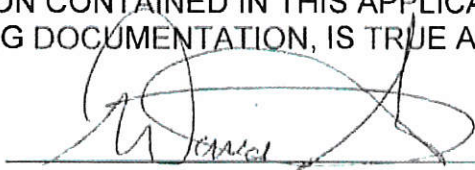
- Proposed budget supporting the work-plan narrative.
- Resumes of key personnel who will be significantly involved in the project, including the project lead.
- Letter(s) of commitment - If your proposed project includes the significant involvement of other organizations.
- For Non-Profit Applicants - Documentation to support the organization's non-profit status, such as a copy of the organization's IRS determination letter verifying its 501(c)(3) status.
- For applicants in receipt of past 14300 discretionary grant funds – The most recent progress or final report for the awarded project.

**Certification and Signature:**

**A person authorized to act on behalf of the applicant organization must sign this application.**

I HAVE BEEN AUTHORIZED BY THE APPLICANT ORGANIZATION TO COMPLETE AND SIGN THIS APPLICATION ON ITS BEHALF. TO THE BEST OF MY KNOWLEDGE THE INFORMATION CONTAINED IN THIS APPLICATION, INCLUDING THE WORK PLAN AND SUPPORTING DOCUMENTATION, IS TRUE AND ACCURATE.

Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be "G. [unclear]", is written over a horizontal line.

Name: David Slaughter

Title: Environmental Specialist IIII

Telephone No.: 530-265-1531

Fax No: 530-265-9853

E-mail Address: david.slaughter@co.nevada.ca.us

Thank you for your interest in the CalEPA Environmental Enforcement and Training Grant Program. You will be notified of the Secretary's decision concerning this application and any necessary follow-up within 90 days of the close of the application period.

13915 PIERITE ROAD, NEVADA CITY, CA 95959  
530-274-3932 • NCAMYNDAVE@GMAIL.COM

## DAVID SLAUGHTER

### OBJECTIVE

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My career goal is to continue to gain experience as an Environmental Health Specialist and eventually move into the management helping create and implement new policies based on the ever changing California Health and Safety Codes

### SUMMARY OF QUALIFICATIONS

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- April 2013- Above ground Storage Tank (AST) certified Inspector
- 6-20-2011-ICC Underground Storage Tank (UST) Inspector Certification #8159752
- 12-17-09-Food manager Certification
- 12-5-2008-HAZMAT TECH Certification-CSTI
- 1-1-2009- Terrorist Liaison (TLO)( Homeland Security) for Nevada County
- 7-24-2006-Environmental Health Specialist II for Nevada County Environmental Health
- 8-1-2004-RHES Certification, Code Compliance as an RHES #7471

### EMPLOYMENT

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3-3-2014- To present-Environmental Health Specialist IV  
•Promoted to this field supervisor position to service the eastern side of the county with Truckee as the main focal point. This not only includes inspections in most all the programs (Land Use, Consumer Protection and HAZMAT) but also includes advanced emergency response(Supervising lead position) in charge of scheduling, training, overseeing remediation operations. I am the primary back up to all "on call" personnel. AST and UST certified inspector. I am also currently involved with a number of potentially large enforcement cases.  
•I am a team member of Nevada County EOC (emergency operations center)

7-24-2006/3-3-2014- Nevada County Environmental Health-Environmental Health Specialist II, 11-1-2008 Specialist III  
•Duties included inspections in all divisions of Environmental Health from Land Use, Consumer Protections and HAZMAT. Also responded to Emergency calls on an ON CALL rotation. Also involved in enforcement actions for UST violations and training new REHS trainees.

12-24-02/7-24-2006- Nevada County Code Compliance-Environmental Health Specialist II  
•In charge of compliance violations of the California Health and Safety Code (H&S) and the Nevada County Land Use and Development Code (LUDC). Did field inspections for compliance issues as well as bringing cases to trial for non-compliance.

**EDUCATION**

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**9-14-1978/6-12-1983- Humboldt State University, Arcata CA**

**Bachelor of Science In Forest Management**

**REFERENCES**

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**Division Chief Jim Turner, Nevada County Consolidated 530-273-3158**  
**Sheriff Keith Royal, Nevada County Sheriffs Department 530-265-1382**  
**Battalion Chief Rod Brock, Truckee Fire district 530-582-7850**

Grant Eisen, M.A., REHS # 5504  
15245 Kimberly Court, Nevada City, CA 95959

**-Employment History-**

**April 1988 – Present**

**Environmental Specialist: Nevada County Department of Environmental Health. (Registered Environmental Health Specialist number 5504 issued 07/01/89)**

**Duties:**

- **Solid waste Local Enforcement Agency (LEA) principal staff (1991 – present)**
- **Hazardous Materials Emergency Response Team member (1998 – present)**
- **Waste Tire Enforcement Grant Program Manager (2007 – present)**
- **Underground Storage Tank - Local Oversight Program (LOP) staff member (2008 – present)**
- **Abandoned Mine Land (AML) changing land use evaluations/Investigations**
- **Environmental Crimes Special Investigations: warrant preparation, DA referral, court testimony**
- **Environmental Health generalist: septic system evaluation, drinking water well/groundwater monitoring well installation and destruction, food facility inspection, camp inspection, vector borne disease investigator, code compliance investigations.**

**Special Responsibilities:**

- **Chair, State Illegal Dumping Technical Advisory Committee**
- **Facilitator, Nevada County Environmental Crimes Task Force (coordinate special investigations involving different county, state and federal agencies)**
- **Agency Advisor, *The Sierra Fund* AML "Mining Toxins Working Group"**
- **Liaison, Nevada County Public Health Department and State Childhood Lead Poisoning Prevention Branch**
- **Liaison, Nevada County District Attorney's Office and California District Attorneys Association**
- **Liaison, California Department of Toxics Substances Control**
- **Principal grant writer for the LEA, Waste Tire, Farm & Ranch Cleanup programs**

**Memberships:**

- **California Hazardous Materials Investigators Association**
- **Association of Environmental Health and Science**

**Advanced Training:**

- **Load Check – Solid Waste Facilities (2013)**
- **Peace Officer Safety – Threat Recognition (2013)**
- **Envir. Health HazMat Investigations/Cleanup Overview (2012)**
- **Public Health Assessment Following Chemical Releases (2012)**

- **Code Enforcement Officer - Safety Training (2012)**
- **Chemical/Biological/Radiation/Nuclear Terrorism – The First 15 Minutes (2012)**
- **Environmental Enforcement (2011)**
- **Treated Wood Waste Regulations (2011)**
- **HazMat Investigations (2010)**
- **HazCat: Meth, WMD (2010)**
- **Asbestos Hazard Awareness (2010)**
- **Meth Lab Awareness (2010)**
- **HazMat – Mass Casualty Drill (2010)**
- **Radiological Transportation (2010)**
- **HazCat Workshop (2009)**
- **Clandestine Explosives (2009)**
- **Photo Ionization Detectors (2009)**
- **Hazardous Materials Technician (2007 – present)**
- **Hazardous Waste Operations and Emergency Response (1990 – present)**
- **X-Ray Fluorescence (XRF) operator for the Childhood Lead Poisoning Prevention and AML programs**
- **Conflict Resolution/Mediation – 40 hour training (1995)**



David R. Huff  
WK: (530) 265-1767

**Education:** B.S. Biology, 1980  
ARRT, CRT, Radiologic Technology, 1973  
University of California Environmental Management Extension Courses, 1985-2007, at UC Davis,  
UC Santa Barbara, UC Santa Cruz, UC Riverside.

**Professional Registrations:** California Registered Environmental Health Specialist, R.E.H.S. #4741  
Certified Hazardous Materials Manager, CHMM #14247  
California UST Inspector, ICC # 5247487-UI  
California APSA Inspector, CSTI

**Certifications:** 40-Hour Hazardous Waste Operations  
8-Hour Hazardous Waste Operations Refresher  
16-Hours -- Hazardous Materials Incident Commander - CSTI  
24-Hour First Responder Operation  
8-Hour First Responder Operations Refresher  
Competent Person: Excavation (Safety Center Incorporated)  
Certified MERRT (Modular Emergency Response Radiological Transportation)

**Professional Recognition:** Nevada County's Supervisory Effectiveness Programs, Series 1 & 2; Leading People & Leading Processes, presented through UC Davis, 2006-2007.

**Professional Affiliations:** California Hazardous Materials Investigators Association (CHMIA)  
Association for Environmental Health & Sciences Foundation (AEHS)

**Work Experience:**

06/01-Present Environmental Health Program Manager, Nevada County Department of Environmental Health

Manage CUPA inspections and investigations of hazardous materials and waste generator facilities, underground storage tank facilities (including designated program manager for the local oversight program (LOP)) Cal ARP, and aboveground storage tank facilities. First responder (Hazmat) to environmental health and hazardous materials emergencies. Interpret, administer and enforce laws and ordinances governing environmental health and hazardous materials and wastes. Prepare necessary violation and other notices for correction of deficiencies and violations which outline proper repair and correction methods, time limits, permits and remedial work required to comply with laws, regulations and ordinances pertaining to hazardous materials and wastes. Provide information, advise and instruct individuals, businesses, institutions, and public officials on environmental health programs to include Consumer Protection, and hazardous materials safety requirements both in the office and in the field, to include the California Environmental Reporting System (CERS) requirements and updates. Manage complaints filed by the public involving environmental health and safety, consumer protection, and hazardous materials issues. Currently responsible for supervising environmental health personnel by performing the following tasks:

- 1) Time off requests
- 2) Training requests
- 3) Timesheet approval
- 4) Comp time requests
- 5) General EH program supervision questions and guidance
- 6) Program and inspection progress
- 7) Emergency response call-out and safe return home calls

<b>Employee</b>	<b>Division</b>	<b>Training</b>	<b>Costs</b>
Grant Eisen	LEA	CSTI/Western Staes	\$5,000
Dave Slaughter	CUPA	CSTI/Western Staes	\$5,000
Claire Chapple	CUPA	CSTI/Western Staes	\$5,000
Tim	CUPA/LEA	CSTI/Western Staes	\$5,000
new employee			\$5,000
new employee			\$5,000
Equipment			
(2) GO PRO			500.00 ea
(2) Browning Game Cams			200.00 ea
1 Cannon Reben with 400 zoom			2,000.00
Color Upgrde for Bullard IR device			1,500.00
Totals for Grant			34,900

**EXHIBIT D  
GRANT DISBURSEMENT REQUEST  
GRANT #: EETAG1502**

<b>Total Environmental Enforcement &amp; Training Account (EETA) Allocation For (check one box only):</b> <input checked="" type="checkbox"/> EETA Discretionary Grant Program <input type="checkbox"/> CDAA Environmental Training Project <input type="checkbox"/> CDAA Environmental Circuit Prosecutor Project <input type="checkbox"/> POST or POST-declined Discretionary Funds	Allocation of \$34,900
Funds will be disbursed by check as follows:	100% in Fourth Quarter FY 2015/16 (April-June 2016)
Total match (in kind) funding required (if applicable):	N/A
Make Check Payable To:	Nevada County Department of Environmental Health 950 Maidu Avenue Nevada City, CA 95959

I certify to the best of my knowledge and belief that the information contained in the grant disbursement request, is correct and complete and is in accordance with the grant. In addition, I hereby authorize the Air Resources Board to make any inquiries to confirm this information.

**Nevada County Department of Environmental Health**

\_\_\_\_\_  
*Signature of Authorized Official*  
 DAN MILLER

Date: \_\_\_\_\_

**Air Resources Board, Financial Operations Branch Approval**

\_\_\_\_\_  
*Signature of Authorized Official*  
 Air Resources Board  
 Financial Operations Branch

Date: \_\_\_\_\_

**EXHIBIT E**  
**STD. 204 – PAYEE DATA RECORD**



**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
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For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								