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Executive Director
Air Pollution Control Officer

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1990 East Gettysburg Avenue
Fresno, CA 93726-0244
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34946 Flyover Court
Bakersfield, CA 93308-9725
(661) 392-5500 • FAX (661) 392-5585

DATE: June 20, 2019
TO: SJVUAPCD Governing Board
FROM: Samir Sheikh, Executive Director/APCO
Project Coordinator: Jonathan Klassen



RE: ITEM NUMBER 28: AUTHORIZE THE EXECUTIVE DIRECTOR/APCO TO APPROVE AND ENTER INTO PRESCRIBED BURNING AIR MONITORING EQUIPMENT CACHE STORAGE PROGRAM GRANT CONTRACT WITH CARB

RECOMMENDATION:

Approve the attached Resolution to delegate authority to the Executive Director/APCO or designee to approve and enter into a grant contract with CARB for funding of up to \$30,000 covering a two-year period, as well as contracts for future years, for assisting CARB in implementing the statewide prescribed burning air monitoring equipment cache storage program.

BACKGROUND:

Air pollution generated from wildfires can routinely overwhelm emission reduction efforts in the San Joaquin Valley and result in periods of excessively high particulate matter and ozone concentrations. Due to exceptionally dry drought conditions, the buildup of combustible materials through decades of forest mismanagement, and the mortality of millions of trees from the drought and bark beetle infestation, the state is experiencing record-setting large wildfires that are directly impacting the Valley's air quality and health of Valley residents.

At the November 2015 Governing Board meeting, your Board discussed the need to further use prescribed burning as a tool to remove excess fuels in the forested areas of the District to reduce the number and severity of wildfires in the future. Your Board also discussed the need to develop potential changes to the District's rules, policies, and procedures to facilitate a more effective use of prescribed

burning. Based on this direction, and in collaboration with local Land Management Agencies, over the last several years the District has employed more flexible policies to facilitate the use of prescribed burning as a tool to reduce fuel more rapidly. In addition, the District has been successful in advocating for legislation to preserve funding for land and forest management, which has led to positive changes.

With the Sierra Nevada still experiencing the consequences of California's tree mortality epidemic, this issue is still very relevant, as the region has experienced a number of the largest wildfires in state history in recent years. In response, the State has been developing a number of efforts to increase the reduction of fuel across the region, with the tool of prescribed burning being a large focus in these efforts. Through State actions, goals have been set for prescribed burning across the region, accompanied with air monitoring to collect data during these projects. The purpose of this item is to gain approval from your Board to enter into a grant agreement with the California Air Resource Board (CARB) to store air monitoring equipment for use by the District and other agencies involved in this statewide effort.

DISCUSSION:

Recent efforts from the State Legislature and the California Governor, specifically Senate Bills (SB) 1260 and 901, have aimed to streamline the prescribed burning planning process and provide additional funding to conduct fuel reduction projects. These efforts have also called for additional information to be collected on prescribed burning projects in general, including air monitoring data. Through this process, funding has been provided to CARB to establish a statewide air monitoring equipment cache storage program, to provide for a more rapid deployment of equipment when prescribed burning projects are being planned and implemented.

As the San Joaquin Valley is central to the state, establishing an equipment cache location in Fresno would be ideal for this program. In addition, since Fresno is located near the heavily forested Sierra Nevada, storing a collection of air monitoring equipment in the area would streamline the logistics for the District or other agencies who wish to deploy the equipment to nearby prescribed burn projects.

In the workplan established for this grant agreement, the District would be responsible for providing a secure storage location for ten (10) EBAM particulate matter monitors, along with their accompanying gear. The District would also work with agencies who request equipment to use for prescribed burning projects being conducted in their area, and would also track the inventory of the equipment in the storage facility to keep CARB updated on what is available across the state.

In the performance of this project, the District will be reimbursed for up to \$30,000 over a two-year period to cover District costs for administering the program. Quarterly reports will be submitted to CARB summarizing the District's costs for each period.

FISCAL IMPACT:

The associated revenues and appropriations associated with these contracts will be reflected in future budgets as necessary. No change to the 2018-19 Budget is necessary.

Attachments:

Attachment A: Prescribed Burning Air Monitoring Equipment Cache Storage Program Grant Contract (20 pages)

Attachment B: Resolution (2 pages)

San Joaquin Valley Unified Air Pollution Control District
Governing Board Meeting
June 20, 2019

**AUTHORIZE THE EXECUTIVE DIRECTOR/APCO TO APPROVE
AND ENTER INTO PRESCRIBED BURNING AIR MONITORING
EQUIPMENT CACHE STORAGE PROGRAM GRANT CONTRACT
WITH CARB**

Attachment A:

**PRESCRIBED BURNING AIR MONITORING EQUIPMENT CACHE STORAGE
PROGRAM GRANT CONTRACT**
(20 PAGES)

ORIGINAL

STATE OF CALIFORNIA
 California Environmental Protection Agency
 AIR RESOURCES BOARD
 ASD/BCGB-337 (NEW 10/2017)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
 G18-PBES-03

NAME OF GRANT PROGRAM Prescribed Burn Air Monitoring Equipment Cache Storage Program	
GRANTEE NAME San Joaquin Valley Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0262563	TOTAL GRANT AMOUNT NOT TO EXCEED \$30,000.00
FISCAL GRANT TERM FROM: June 1, 2019	TO: June 30, 2021
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: June 1, 2019	TO: June 30, 2021

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and San Joaquin Valley Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions

- Attachment I – Work Tasks and Project Elements


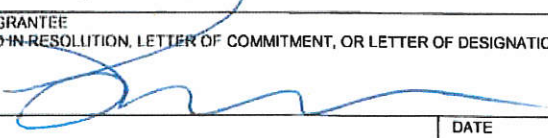
Exhibit B – Work Statement

- Attachment I – Budget Summary
- Attachment II – Project Schedule

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.


The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) San Joaquin Valley Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Contracts, Procurement, and Grants Branch Chief, ASD	DATE 5/22/19	TITLE Deputy APCO	DATE 5-21-19
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1990 E. Gettysburg Avenue, Fresno, CA 93726	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$30,000.00	PROGRAM 3510000D32	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$30,000.00	(OPTIONAL USE)	FISCAL SUPPLIER ID 107248	CHAPTER 2930
APPR REF 601	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39007100	SERVICE LOCATION 54201
		FISCAL YEAR (ENVY) 2018	

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE: 	DATE 5/18/19
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I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: 	DATE 5/9/19
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Grant Agreement Provisions

- A. The parties agree to comply with the requirements and conditions contained herein.
- B. The Prescribed Burn Air Monitoring Equipment Cache Storage Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.
 - 1. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: ‘This publication (or project) was supported by the “California Climate Investments” (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.
 - 2. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



- 3. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Air Monitoring Equipment Cache Storage Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board’s logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



4. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

C. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Grant Funding Amount: **\$30,000**

This grant is intended to provide resources to air quality management districts and air pollution control districts to create and maintain equipment storage caches for air monitoring equipment which will be used to measure emissions from prescribed fires. The agreement will involve storage and maintenance of the cache facility, training on cache use and procedures, and facilitating accessibility of equipment when required by an event. This includes being responsible for the management and maintenance of the cache facility, updating the cache database on a timely basis to reflect current resource status, notifying CARB when equipment and supplies in the cache are damaged, becoming depleted or in need of replenishment, coordinating delivery or shipment of instruments with CARB to other cache locations and air districts when requested, and generating status, progress and reimbursement reports associated with the program.

D. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from CARB to the San Joaquin Valley Air Pollution Control District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.
2. The CARB Project Liaison is Ahmed Mehadi. Correspondence regarding this project must be directed to:

Ahmed Mehadi, Air Pollution Specialist
Incident Air Monitoring Section
Community Air Monitoring Branch
California Air Resources Board
1927 13th Street
Sacramento CA 95811

3. The Grantee Liaison is Samir Sheikh. Correspondence regarding this project must be directed to:

Samir Sheikh, Air Pollution Control Officer
San Joaquin Valley Air Pollution Control District
1990 E. Gettysburg Ave.
Fresno, CA 93726

E. GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

F. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section E of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to CARB for their review and approval. The draft Final Report must be submitted to CARB no later than January 31, 2021. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, 2021.
3. The Grantee must submit a Final Report to CARB for their review and approval. The Final Report must be submitted to CARB within thirty (30) days of project completion but no later than March 31, 2021.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

G. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. CARB is responsible for the following:

- a. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;
- b. Reviewing and approving elements developed by the Grantee, such as the Progress Reports, the draft Final Report, and the Final Report;
- c. Providing project oversight and accountability (in conjunction with the Grantee); and
- d. Ensuring compliance with the applicable requirements of this Grant Agreement.
- e. Maintenance and servicing of equipment and resources and providing training and technical support as needed.
- f. All outgoing and incoming delivery shipment costs of equipment and accessories to and from each cache location and communicating logistics with the cache manager.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

- a. Participating in a project kick-off meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds; and
- e. Submitting quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

The Grantee's Scope of Work also includes the following tasks and project elements described in Exhibit A, Attachment I.

4. Project Kick-off and Ongoing Coordination

Grantee will participate in a kickoff meeting with CARB. This meeting will take place at the onset of the grant, and will cover expectations throughout the period of the grant.

5. Progress Reports

The Grantee must submit quarterly Progress Reports to the CARB Project Liaison.

6. Final Report

The Grantee must submit a draft Final Report by January 31, 2021, and a Final Report by March 31, 2021 to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

- a. Accounting summary of funds expended;
- b. Summary of work completed; and
- c. Narrative of how the milestones have been met.

H. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to **\$30,000**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement.

2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.
 - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 calendar days following the end date of this Grant Agreement term on June 30, 2021 or the reversion date of the appropriation whichever comes first.

3. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms

- a. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

4. Suspension of Payments and Grant Agreement Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.
- b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and

including, the termination date and following the requirements specified herein and in Section I of these provisions.

- c. Grantee reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to CARB. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. If the Grantee chooses to continue work on the project after terminating the Grant Agreement, the Grantee will not be reimbursed for any expenditure incurred after the termination.
- d. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section M, General Grant Provisions.

5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

¹ Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

- iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and
 - v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.
 - c. The above documentation must be provided to CARB in the Final Report.

I. PROJECT MONITORING

1. Technical Monitoring

- a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.
- c. In addition to quarterly Progress Reports submitted, the Grantee must coordinate with the CARB Project Liaison to provide information that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

J. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended. As specified in Sections G.5 and G.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

K. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.
2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.
4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

L. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

M. GENERAL GRANT AGREEMENT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as

required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.

2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. 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 Grant Agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, 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. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.
6. **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 Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

The Grantee may have no interest, and must not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Agreement term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Agreement term.

8. **Disputes:** Unless CARB issues a grant suspension order under Section H.4 of this Agreement, the parties must continue with their responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee must 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.
10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.
12. **Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity solely for the purposes of CARB's enforcement of this Grant Agreement.
13. **Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee

must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

14. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee.

15. Independent Contractor: The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees, or agents of CARB.

16. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its third-party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third-party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third-party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third-party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

17. 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 establish herein.

18. 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 must monitor all agreements

subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

- 19. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 20. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 21. Termination:** In addition to the termination provisions in Section H.4 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.
- 22. Timeliness:** Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.
- 23. Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must 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 Grant Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT A, ATTACHMENT I

Work Tasks and Project Elements

1. Grantee will participate in a project kickoff meeting with CARB. The kickoff meeting is intended to be held in June 2019.
2. Grantee will coordinate with the CARB Project Liaison on identifying cache locations to store, manage and facilitate access to air quality monitoring equipment when required by an event, and oversee the cache centers to ensure adequate equipment and supplies are available for users, and assist users accessing resources from the cache. Funding for the management of these resources is covered under this grant. For each equipment cache, grantee is responsible for the following:
 - i. General: The cache location should be maintained as a safe work environment, free from serious recognized hazards and comply with standards, rules and regulations. Grantee shall:
 1. Maintain safe storage of equipment;
 2. Maintain safe working spaces with accessible electrical power;
 3. Immediately report any damage to the instrument during storage to the CARB Project Liaison;
 4. Ensure the equipment is used only for intended purposes; and
 5. Maintain a clean and organized equipment cache storage facility.
 - ii. Equipment and Cache Dimensions: Each cache location is required to have sufficient space to store the equipment and have enough space to allow for movement of resources. The number and type of equipment or accessory is described below, along with total dimensions of required footprint.
 1. The total footprint to store the following equipment is 400 square feet, which includes an 80 square foot area for movement of equipment.
 2. 10x EBAMs housed in protective deployment cases: (25L" x 18W" x 32H" space per piece of equipment required).
 3. 10x data transmitters housed in protective deployment cases: (21L" x 13W" x 32H" space per piece of equipment required).
 4. 10x tripod stands: (66L" x 8W" x 6H" space per piece of equipment required).
 5. 10x 100 foot/12 gauge extension cords: (48L" x 4H" space per piece of equipment required).

6. 2x DeltaCal calibrators housed in protective deployment cases: (17L" x 7W" x 7H" total space per piece of equipment required).
7. Equipment, tools and cleaning supplies: (17L" x 7W" x 12H" total space required).
8. Access to electrical power outlets.
9. Potential research equipment could be temporarily stored in the cache if space is available.

iii. Cache Management: The cache manager is responsible for maintaining the inventory of equipment and supplies in the cache and for providing access to the cache through direct cache location entry or through shipping and receiving mechanisms coordinated through the CARB Project Liaison. The Cache Manager shall:

1. Be responsible for cache, management and maintenance of the cache facility;
 2. Assess site safety and security and maintain general safety and integrity of facility or site;
 3. Ensure there is organized and adequate storage of equipment;
 4. Ensure that all equipment is present, contact the CARB Project Liaison or prior user if components and/or equipment are missing;
 5. Notify the CARB Project Liaison when equipment in cache is becoming depleted and/or requires repair;
 6. Inform the CARB Project Liaison of any supplies and/or materials which need replenishment;
 7. Update the cache database on a timely basis to reflect current resource status;
 8. Arrange delivery, receiving and/or shipment of instruments to other caches and air districts when requested through coordination with the CARB Project Liaison;
 9. Arrange packaging and shipment of equipment to and from CARB when necessary/requested; and
 10. Coordinate scheduling of periodic visits to the cache center with the CARB Project Liaison to evaluate equipment and the facility.
3. Grantee will ensure the cache is reasonably accessible by appointment to users who would like to access equipment from the cache.
 4. Grantee will keep records of the stock, movement and operational condition of resources and provide this information quarterly to the CARB Project Liaison for collection and preparation of a comprehensive quarterly progress report. This information shall include the following:

Work Statement

Budget Summary (Attachment I)
Project Schedule (Attachment II)

EXHIBIT B, ATTACHMENT I

Budget Summary

Grantee: San Joaquin Valley Air Pollution Control District

Grant Agreement No.: G18-PBES-03

Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Total Costs & Funding

Project Funds	\$27,000
Administrative Costs	\$3,000
Total Costs	\$30,000

EXHIBIT B, ATTACHMENT II

Project Schedule

Grantee: San Joaquin Valley Air Pollution Control District

Grant Agreement No.: G18-PBES-03

Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Work Task	Timeline
Participation in the grant kickoff meeting.	June 2019
Be responsible for cache, management of cache facility and cache resources.	Ongoing
Assess site safety and maintain general safety and integrity of facility.	Ongoing
Coordinate with CARB on available training on the equipment cache program and resource management process.	Quarterly
Ensure all personnel participating in the program are familiar with the cache program and resource management procedures.	Ongoing
Coordinate user access to cache equipment, or when appropriate, coordinate freight delivery logistics with the CARB Project Liaison.	Ongoing
Coordinate with CARB on the submission of comprehensive quarterly reports describing progress made in meeting the objectives of this grant.	Quarterly
Coordinate with CARB on the preparation of a draft final report and final report.	January 31, 2021 (draft final report) and March 31, 2021 (final report)

San Joaquin Valley Unified Air Pollution Control District
Governing Board Meeting
June 20, 2019

**AUTHORIZE THE EXECUTIVE DIRECTOR/APCO TO APPROVE
AND ENTER INTO PRESCRIBED BURNING AIR MONITORING
EQUIPMENT CACHE STORAGE PROGRAM GRANT CONTRACT
WITH CARB**

Attachment B:

RESOLUTION
(2 PAGES)

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**BEFORE THE GOVERNING BOARD OF THE
SAN JOAQUIN VALLEY UNIFIED
AIR POLLUTION CONTROL DISTRICT**

IN THE MATTER OF APPROVING AND
AUTHORIZING THE DISTRICT TO ENTER
INTO PRESCRIBED BURNING EQUIPMENT
CACHE STORAGE GRANT CONTRACT
WITH CARB

RESOLUTION NO. _____

WHEREAS, The San Joaquin Valley Unified Air Pollution Control District (District) is a duly constituted unified district, as provided in California Health and Safety Code sections 40150 to 40161, and;

WHEREAS, the District is authorized by California Health and Safety Code section 40702 to make and enforce all necessary and proper orders, rules and regulations to accomplish the purpose of Division 26 of the Health and Safety Code, and;

WHEREAS, the District has been directed by the Governing Board to participate in efforts to reduce fuels in the forested areas of the San Joaquin Valley to mitigate wildfire impacts, and agrees that prescribed burning is an important tool to meets these goals, and;

WHEREAS, the District has agreed to assist in administering the CARB-funded prescribed burning equipment cache storage program as defined by CARB, and;

WHEREAS, CARB has agreed to reimburse the District's costs of implementing the grant contract, in an amount of up to \$30,000, and;

WHEREAS, it is anticipated that CARB will continue to provide grants to the District to the extent that state funding is available for the prescribed burning equipment cache storage program;

NOW, THEREFORE, BE IT RESOLVED THAT

1. The Governing Board approves and authorizes the Executive Director/Air Pollution Control Officer (APCO) to enter into a prescribed burning equipment cache storage grant contract with CARB for the funding amount of up to \$30,000 over a two-year period;

1 2. The Governing Board approves and authorizes the Executive Director/Air
2 Pollution Control Officer (APCO) to enter into prescribed burning equipment cache storage
3 grant contracts with CARB in future years.

4 **THE FOREGOING** was passed and adopted by the following vote of the Governing
5 Board of the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
6 this 20th day of June, 2019, to wit:

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AYES:

NOES:

ABSENT:

SAN JOAQUIN VALLEY UNIFIED
AIR POLLUTION CONTROL DISTRICT

By _____

Ernest Buddy Mendes
Governing Board Chair

ATTEST:
Clerk to the Governing Board

By _____
Michelle Franco