STATE OF CALIFORNIA California Environmental Protection Agency California Air Resources Board ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

	GRANT NUMBER G22-EIDG-15	
NAME OF GRANT PROGRAM		
AB 197 Emission Inventory District Grant		
GRANTEE NAME		
Mendocino County Air Quality Management District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000520	TOTAL GRANT AMOUNT NOT TO EXCEED \$8,583.00	
START DATE: May 31, 2023	END DATE: May 30, 2024	

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, California Air Resources Board (CARB) and Mendocino County Air Quality Management District (the "Grantee").

Exhibit A - Grant Agreement Provisions

Exhibit B – Work Statement

Exhibit B – Attachment 1 – Budget Summary

Exhibit B – Attachment 2 – Project Disbursement Schedule

Exhibit B – Attachment 3 – Project Schedule

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			GRANTEE'S NAME (PRINT OR TYPE)				
California	Air Resources Board						
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:			SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)				
Branch Ch	nief	DATE	TITLE			DATE	
STATE AGENCY	Y ADDRESS		GRANTEE'S ADDRESS	S (INCLUDE STREET, CITY, STATE AND 2	ZIP CODI	E)	
1001 I Street, Sacramento, CA 95814			306 E. Gobbi Street, Ukiah, California 95482				
CERTIFICATION OF FUNDING							
AMOUNT ENCUM	MBERED BY THIS AGREEMENT	PROGRAM	PRO	JECT	ACTIVIT	Υ	
\$8,583.00 3510000		0D32	N/A	N/A			
PRIOR AMOUNT	ENCUMBERED FOR THIS AGREEMENT	FUND TITLE					FUND NO.
\$0			Cost of Implementation Account				3237
TOTAL AMOUNT	ENCUMBERED TO DATE	(OPTIONAL USE)				CHAPTER	STATUTE
\$8,583.00						43	SB154
APPR REF 001	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCT	URE 107100	SERVICE LOCATION 46504		FISCAL YEAR (EN 2022-2	*

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Quality Assurance Review of Point Source Emissions Data

Grant Funding Amount: \$8,583.00

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

- 1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Mendocino County Air Quality Management District (hereinafter referred to as Grantee).
- 2. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

Kevin Eslinger California Air Resources Board Air Quality Planning and Science Division P.O. Box 2815 Sacramento, California 95812

Phone: (279) 208-7783

Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is Doug Gearhart. Correspondence regarding this project must be directed to:

Doug Gearhart
APCO
Mendocino County Air Quality Management District
306 E. Gobbi Street

Ukiah, California 95482 Phone: (707) 263-7000 Email: dougg@lcaqmd.net

D. DISTRICT 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 until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 31, 2023.

E. 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. 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 the CARB Project Liaison no later than March 1, 2024.
- 3. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of project completion but no later than May 1, 2024.
- **4.** The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2023, forty (40) percent of the project scope of work has not been completed by the Grantee. In the event of such termination, Section G. Fiscal Administration, 3. Suspension of Payments and Early Grant Termination of this agreement shall apply.
- **5.** 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.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

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 for implementation of the project, such as Progress and Final Reports;
- c. Reviewing and approving the Grant Disbursement Request Forms and distributing funds to the Grantee in accordance with Exhibit B, Attachment 3 Project Disbursement Schedule if the milestones have been met;
- d. Providing project oversight and accountability (in conjunction with the Grantee); and
- e. Ensuring compliance with the applicable requirements of this Grant Agreement.

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. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;
- Reviewing, updating, and submitting to CARB quality assured criteria and toxic pollutant emissions data for calendar year 2022 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;
- c. Overseeing the project budget and funds; and
- d. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB.

3. Project Development and Implementation

The Grantee's Scope of Work includes the following tasks and project elements:

a. Review and update the district facilities¹ in CARB's 2022 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.3.b below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2022

¹ For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

facility tables.

- b. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2022:
 - FACILITY tables (FAC) The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.
 - ii. Criteria and toxics EMISSION tables (EMS and TEMS) These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted annually.

c. Reporting Applicability.

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.3.d below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hots Spots Information and Assessment Act program in accordance with the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines" (located at https://www.arb.ca.gov/ab2588/2588guid.htm).

d. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.3.b above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I (located at https://www.arb.ca.gov/ab2588/final/a1.pdf), in accordance with Section VIII.E of the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines".

4. Project Kick-off and Ongoing Coordination

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the

CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

5. Progress Reports

The Grantee must submit a Progress Report to CARB by December 1, 2023, providing a summary of the work completed. Alternately, if all the tasks identified in the Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

- a. Title of project, name of Grantee, and Grant number;
- Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;
- c. Identified problems or concerns and proposed solutions, if applicable;

If the Grantee is requesting a grant disbursement, the Progress Report must also include:

- d. Accounting summary of Grant funds expended; and
- e. Itemized invoice showing all costs for which reimbursement is being requested.

6. Final Report

The Grantee must submit a Draft Final Report by March 1, 2024, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2024. At a minimum, the Final Report must include the following:

- a. Title of project, name of Grantee, and Grant number;
- b. Accounting summary of Grant funds expended;
- c. Summary of work completed; and
- d. Narrative of how the milestones have been met.

7. Grant Disbursement Requests

Upon completion of all the tasks identified in the Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to \$ 8,583.00. 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 2. 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.

2. Grant Disbursements

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

- a. The Grantee must submit original signed Grant Disbursement Requests via mail to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.
- b. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air

Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds identified in Exhibit B, Attachment 3, necessary to assure the goals of the project are met.

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

3. 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 H of these provisions.
- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Exhibit B, Attachment 1 General Grant Provisions.

4. 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.

5. 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)²; 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:
 - 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;
 - 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 completion of the Grant Agreement.

H. PROJECT MONITORING

1. Meetings with CARB

a. <u>Project kick-off</u>: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project

² Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.

- b. <u>Ongoing coordination and review meetings</u>: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.
- c. <u>Site visits:</u> Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

2. 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 the Draft Final and Final Reports, the Grantee must provide information requested by the CARB Project Liaison 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.

I. 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 the Draft Final Report submitted to CARB. A Final Report must be submitted after all project funds have been expended.

J. 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.

Exhibit B, Attachment I

General Terms and Conditions:

1. <u>Use of Terms:</u> A subgrant or subaward is a grant or award provided by the Grantee pursuant to this Grant Agreement to a "subawardee" or "subgrantee" that is used to support a project that the subawardee or subgrantee carries out in support of their own program. The subawardee or subgrantee has responsibility for programmatic decision-making and does not make a "profit" or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a "contractor" or "vendor" under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as "Recipient".

2. Additional Remedies:

- a. Without limiting any of the parties' other remedies, and subject to Section 15 Disputes below, in the event that CARB determines that recouping some or all of the grant funds is necessary due to material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to return some or all of the grant funds, as requested by CARB, which shall not be greater than the amount of grant funds disbursed to Grantee which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.
- b. Grantee understands, acknowledges and agrees that Grantee's failure to comply in whole or in part with any material term or condition of this Grant Agreement is, in each instance, a material breach of the Grant Agreement. The parties agree that there may be certain material breaches that will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).
- c. Subject to Section 15 Disputes below, in the event that CARB determines recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation,

fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to take all reasonable and timely efforts to require said Recipient, within sixty (60) days of written notification from CARB, to return some or all of the grant funds, as requested by CARB, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds.

- d. The Parties agree that quantifying the losses arising from a material breach by a Recipient may be inherently difficult insofar as the breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the amount in subsection 2.c. above of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.
- The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.
- f. CARB reserves the right to prohibit any Grantee or Recipient from participating in existing or future CARB programs, projects or grants due to its non-compliance with any applicable term or condition of this Grant Agreement or due to misinformation, misrepresentation, fraud, misuse of funds as it relates to this Grant Agreement or as otherwise allowed by any law.
- g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of Grant funds by a Recipient.
- h. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of the Grant Agreement and each agreement funded by this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined reasonably necessary by CARB or its representative, in consultation with Grantee.
- Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.

- 3. Additional Required Terms for Recipient Agreements Funded by this Grant:
 All written agreements and amendments executed after the effective date of this
 Grant Agreement, including but not limited to subawards, subgrants, and
 procurement contracts, entered into by and between Grantee and a Recipient using
 or applying Grant Funds (in whole or in part) to fulfill or perform any provision of this
 Grant Agreement shall also contain the following language (or similar language with
 the same meaning and intent) listed below to the extent applicable or feasible as
 determined by Grantee.
 - a. Conflict of interest. Recipient certifies, represents and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Recipient's agreement. Recipient further certifies, represents and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in the agreement with Grantee. The Recipient acknowledges, understands and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
 - b. Cooperation with Audits. Recipient shall cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state or federal air quality laws, or compliance with the Grant Agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
 - c. Payment (Recapture) on Demand. Recipient shall, upon notification by the Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment or a violation of or failure to comply with the agreement remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.
 - d. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to the agreement.
 - e. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made therein are true and correct, with full knowledge that all statements and responses are subject

to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in the agreement, as applicable.

- f. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of Grant funds and is a continuing obligation during the term of the agreement and for any other period required by federal or state law.
- g. If either the Grantee or the state of California determines, within its or their sole and absolute discretion, that recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of the agreement in a material way, then Recipient, upon demand, shall pay to Grantee or the state of California as recaptured funds or liquidated damages, some or all grant funds, as requested by the state of California, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds. The Recipient agrees that quantifying the losses arising from a breach may be inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

- h. Nothing stated herein above in any way limits, prevents or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subawardees, subgrantees, or any third parties.
- i. Survival. Recipient acknowledges, agrees and accepts that those sections and provisions pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, and confidentiality, shall survive the termination, cancellation or expiration of the agreement.
- j. All Recipient agreements must also contain, at a minimum, all of the following:
 - i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
 - ii. A detailed budget and timeline.
 - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where Recipient violates or breaches the agreement terms, and provide for such sanctions and penalties as may be appropriate.
 - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
 - v. A statement that assignments are prohibited without the advanced written consent of CARB and Grantee.
 - vi. Language conforming to all provisions applicable to a subgrant or subaward of funds contained in this Grant Agreement.
- **4.** <u>Amendment</u>: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement or approved as required under the Grant Agreement is binding on any of the parties.
- 5. Americans with Disabilities Act (ADA) and Accessibility: Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation

Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

- **6.** <u>Assignment</u>: This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
- 7. <u>Assurances:</u> CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
- 8. Audit: Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant 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 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 to audit records and interview staff in any agreement related to the performance of this Grant Agreement.
- 9. <u>Availability of funds</u>: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.
- 10. <u>CARB as a Third Party Beneficiary:</u> Grantee represents, warrants and agrees that CARB is and shall remain a third party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreement(s) are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.
- **11.** Compliance with law, regulations, etc.: The Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with and require Recipients to comply with all applicable federal, state, and local laws, rules, guidelines, regulations, statutes, and requirements.
- **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 Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 13. <u>Confidentiality</u>: Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.
- 14. <u>Conflict of interest</u> The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. 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 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. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.
- 15. <u>Disputes</u>: Prior to exercising any rights or remedies which may arise as a result of a breach of this Grant Agreement, or for any disagreements or conflicts arising from implementation of this Grant Agreement, the party alleging the breach, disagreement or conflict will provide the other party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. The Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such disputes arising from implementation of this Grant Agreement. However, any disputes that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
- **16.** Environmental justice: In the performance of this Grant 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 lowincome populations of the State.
- **17.** <u>Fiscal management systems and accounting standards</u>: 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 law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.
- 18. 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, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

- 19. Governing law and venue: This Grant Agreement is governed by and shall 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 shall 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 for the purposes of this Grant Agreement.
- 20. <u>Grantee's responsibility for work:</u> The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to contractors, subcontractors, sub-awardees, suppliers, and providers of services. The Grantee and/or its contractors, subcontractors, sub-awardees, suppliers, and providers of services, as applicable, shall be responsible for any and all disputes arising out of its contract for work on a project funded by this Grant Agreement, 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 Recipient concerning responsibility for performance of work.
- **21.** <u>Indemnification</u>: The Grantee agrees to indemnify, defend and hold harmless the State and CARB 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 of this Grant Agreement by the Grantee.

- **22.** <u>Independent contractor</u>: The Grantee, and its subgrantees, sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
- **23.** <u>Insurance:</u> Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement.
 - If Grantee is self-insured in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.
- 24. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its Recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 Recipients 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 agreements with Recipients to perform work under this Grant Agreement.
- **25.** No third-party rights: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 26. Office of Foreign Asset Control: The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting

for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at https://home.treasury.gov/policyissues/office-of-foreign-assets-control-sanctions-programs-and-information. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned. whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-andcountry-information/ukraine-russia-related-sanctions. Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of

In the event CARB determines that Grantee or a Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement. CARB shall provide Grantee advance written notice of such termination.

the OFAC lists.

- **27.** Ownership: All information or data received or generated by the Grantee using Grant funds under this Grant Agreement shall become the property of CARB. Any release of information or data received or generated under this Grant Agreement shall comply with all applicable local, state and federal laws, including those laws pertaining to security, personally identifiable information and confidentiality.
- 28. <u>Personally Identifiable Information:</u> Information or data, including, but not limited to, records that personally identify an individual or individuals are 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 Grant Agreement in perpetuity, and shall not release or publish any such information, data, or records unless otherwise required by law, court order or subpoena.
- 29. <u>Prevailing wages and labor compliance</u>: The Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.

- **30.** <u>Professionals</u>: 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.
- **31.** <u>Severability</u>: 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.
- **32.** <u>Survival:</u> Those sections pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, return or recapture of funds, and confidentiality, shall survive the termination, cancellation or expiration of this Grant Agreement.
- **33.** <u>Term</u>: This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting these funds for Fiscal Year 2022-2023 by June 25, 2023.
- 34. Termination: CARB may terminate this Grant Agreement by written notice at any time upon violation by the Grantee of any material provision of this Grant Agreement or applicable law, 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 and applicable law within thirty (30) days of receipt of written notice from CARB, or such longer period as CARB may provide at its sole discretion. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall turn over all remaining Grant funds and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant funds, the projects funded by the Grant funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. For clarity, "remaining Grant funds" means the amount of Grant funds remaining after accounting for expenses incurred and agreements executed before receipt of the termination notice. "Remaining grant funds" may also include any liquidated damages or return, repayment, or recapture of Grant funds for Grantee's or a Recipient's material breach, as discussed above in Sections 2 and 3. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.
- **35.** <u>Timeliness</u>: Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete all projects funded by this Grant Award and expenditure of funds to implement the work in an expeditious manner.

- **36.** <u>Total Agreement:</u> This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- **37.** 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 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 Grant Agreement are in addition to any other rights and remedies provided by law.
- 38. <u>Disbursement Deadline</u>: The Fiscal Year 2022-2023 Emission Inventory District Grant Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2025. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2027, to ensure adequate time for processing prior to the end of the fiscal year. The Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.
- 39. <u>Disbursement Requests:</u> The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant DisbursementRequest Form and contain all documentation required with the form.
- **40.** <u>Liquidation and Return of Funds</u>: Funds not liquidated by June 30, 2027, must be returned by June 30, 2027. Expenditure of Grant Funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
- **41.** Order of precedence: In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
 - a. Grant Agreement Cover Sheet
 - b. Exhibit A Grant Provisions
 - c. Exhibit B General Terms and Conditions
 - d. Exhibit B. Attachment 1 General Terms and Conditions
 - e. Exhibit B, Attachment 2 Budget Summary
 - f. Exhibit B, Attachment 3 Project Disbursement Schedule
 - g. Exhibit B, Attachment 4 Project Schedule
- **42.** Executive Order N-6-22 Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state

agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B, ATTACHMENT 2

Budget Summary

Grantee: Mendocino County Air Quality Management District

Grant Agreement No.: G22-EIDG-15

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	\$ 8,583.00

EXHIBIT B, ATTACHMENT 3

Project Disbursement Schedule

Grantee: Mendocino County Air Quality Management District

Grant Agreement No.: G22-EIDG-15

Project: Quality Assurance Review of Point Source Emissions Data

Milestone Description	Scheduled Payment of Grant Funds
Review and update facility information and emissions data for facilities that were in operation in 2022	\$ 7,725.00 (90 percent)
Submittal of Final Report to CARB (no later than May 1, 2024)	\$ 858.00 (10 percent)
Grant Agreement Total Funding Amount	\$ 8,583.00

EXHIBIT B, Attachment 4

Project Schedule

Grantee: Mendocino County Air Quality Management District

Grant Agreement No.: G22-EIDG-15

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline	
District Governing Board Approval	August 31, 2023	
Grant Agreement Execution	June 30, 2023	
Kick Off Meeting	TBD	
Update facility information and emissions data for facilities that were in operation in 2022	August 2023	
Progress Report	December 1, 2023	
Draft Final Report	March 1, 2024	
Final Report	May 1, 2024	