

**MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT, hereinafter referred to as the “DISTRICT”, and Raman Kapahi, DBA Environmental Permitting Specialists, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, DISTRICT may retain independent contractors to perform special services to or for DISTRICT or any department thereof; and,

WHEREAS, DISTRICT desires to obtain CONTRACTOR for its Air Toxics “Hot Spots” Reporting and Emissions Inventory Services to satisfy Health & Safety Code section 44360 *et seq*; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to DISTRICT.

NOW, THEREFORE it is agreed that DISTRICT does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Raman Kapahi, DBA Environmental Permitting Specialists Proposal

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the “Effective Date”), and shall continue through December 31, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed Thirty Nine Thousand Seven Hundred Sixty Five dollars (\$39,765) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 05/28/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 0327

Line Item: 862189

Org/Object Code: AQ

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 06/03/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 06/03/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 06/03/2025

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 05/28/2025

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE

Date: May 28/ 2025

NAME AND ADDRESS OF CONTRACTOR:

Raman Kapahi, DBA Environmental

Permitting Specialists

7068 Riverside Blvd.

Sacramento, CA 95831

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 05/28/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 05/28/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of DISTRICT.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of DISTRICT is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the DISTRICT concerned.

Notwithstanding the foregoing, if the DISTRICT determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, DISTRICT may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the DISTRICT, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of DISTRICT. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the DISTRICT maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from DISTRICT any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to DISTRICT certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold DISTRICT harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to DISTRICT a written report, in such form as may be required by DISTRICT of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of DISTRICT's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the DISTRICT the opportunity to review and inspect such evidence, including the scene of the accident.

- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If DISTRICT over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to DISTRICT, or at DISTRICT's option, permit DISTRICT to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from DISTRICT for a service, reimbursement for which is later disallowed by DISTRICT, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to DISTRICT upon request, or at its option DISTRICT may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to DISTRICT in a timely manner and consistent with the terms specified in Exhibit B. In no event shall DISTRICT be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

- 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
- 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the DISTRICT and its assignees all copyright and other use rights in any and all

proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the DISTRICT and any assignee of the DISTRICT an express royalty – free license to retain and use said Documents and Materials. The DISTRICT's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The DISTRICT's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written

confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To DISTRICT: MENDOCINO COUNTY
Air Quality Management District
PO Box 247
Ukiah, CA 95482
Attn: APCO

To CONTRACTOR: Environmental Permitting Specialists
7068 Riverside Blvd
Sacramento, CA 95831
Attn: Raman Kapahi

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF DISTRICT PROPERTY: CONTRACTOR shall not use DISTRICT property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the DISTRICT, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

- c. If requested to do so by the DISTRICT, CONTRACTOR shall provide the DISTRICT with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the DISTRICT's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any DISTRICT facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a DISTRICT facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the DISTRICT department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon DISTRICT's request, CONTRACTOR shall file copies of same with the DISTRICT Office.
- CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the DISTRICT, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the DISTRICT, and shall furnish to the DISTRICT, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the DISTRICT may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with DISTRICT requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the DISTRICT, make such books and records available to the DISTRICT for inspection at a location within County or CONTRACTOR shall pay to the DISTRICT the reasonable, and necessary costs incurred by the DISTRICT in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The DISTRICT further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the DISTRICT, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the DISTRICT makes the final or last payment or within four (4) years after any pending issues between the DISTRICT and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to DISTRICT for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by DISTRICT), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the DISTRICT's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The DISTRICT has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any DISTRICT officer authorized to execute or amend the contract or any other person designated by the District Board of Directors. In the event that the DISTRICT should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Air Toxics "Hot Spots" Reporting and Emissions Inventory Services to satisfy Health & Safety Code section 44360 *et seq.* shall not exceed

\$39,765 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON-APPROPRIATION:** If DISTRICT should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, DISTRICT may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, DISTRICT shall remit payment for all products and services delivered to DISTRICT and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of DISTRICT, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of DISTRICT in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between DISTRICT and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the DISTRICT has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, DISTRICT may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of DISTRICT's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the DISTRICT's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this 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 them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to DISTRICT, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to DISTRICT under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the DISTRICT relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the DISTRICT pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for DISTRICT the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH DISTRICT:** CONTRACTOR shall cooperate with DISTRICT and DISTRICT staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by DISTRICT shall not operate as a waiver or release. If DISTRICT determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, DISTRICT, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with DISTRICT to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to

repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Task 1: Review Each Permitted Source

EPS will review the permits and throughput for each permitted source. This information will form the basis of risk calculations in Task 2. Actual throughput for each source during 2023 is needed for the risk calculations. Use of permitted throughput would not be acceptable as the intent of the annual AB2588 report is to provide a snapshot of actual risks for the reported calendar year. Use of permitted throughput would overstate the actual risks for most facilities.

A sample of information provided by Amador Air District that was used to prepare their AB2588 annual report is shown in Attachment 1. It would be helpful if MCAQMD can provide data organized in the similar format. EPS staff will review the district's permit files to determine the most efficient way to extract this information. Alternatively, as shown in Figure 1, facility data can be imported from the CEIDARS database (Proposal #1).

Task 2: Calculate Emissions of Toxic Air Contaminants

Information from Task 1 will be used to calculate the hourly and annual emission rates of toxic air contaminants (TACs) for each permitted facility. The emission rates will depend on the type of facility, equipment or process. Some common facility types and emission sources are shown in Table 1.

Table 1 Common Facility Types		
Facility Type	Emission Unit(s)	TAC Emissions
Gasoline Stations	Dispensing Nozzles, Gasoline Storage Tanks	Benzene Toluene Xylene
Commercial Buildings, Hospitals, etc.	Boilers, process heaters	Trace organic and metal compounds
Industrial, Manufacturing	Boilers, heaters, material handling	Trace organic and metal compounds
Landfills, Recycling Operations	Flares, IC engines, fugitive emissions	Trace organic and metal compounds

Dry Cleaners, Wineries, Autobody Shops	Fugitive emissions	Trace organic emissions
Construction Related - Asphalt Plants - Concrete Batch Plants	Asphalt storage tanks Drum mixers, dryers Conveyors, storage piles Material handling	Trace organic and metal compounds

Sample calculations are provided for some common facility types in Attachment 2.

Task 3: Calculate Screening Level Health Risk Scores

Emissions calculated in Task 2 will be used to calculate screening level health risk scores. “Screening Level” meaning that the risk score is a rough (conservative) estimate of potential health risks. Screening level risks are based solely on the annual emissions and the distance from the source to the nearest residence. It is expected that the District will provide data on the nearest residence for each permitted source.

Three types of health risks scores will be calculated for each permitted facility as summarized in Table 2.

Table 2 Summary of Types of Health Risks and Significance Threshold		
Risk Type	Risk Metric	Significance Threshold
Cancer	Cancer Risk Score	10
Non-Cancer Acute	Non-Cancer Hazard Index	1
Non-Cancer Chronic	Non-Cancer Hazard Index	1

Facilities that exceed any one of the significance thresholds is ranked “High Risk”. Facilities with risks between 0 and 10 or between 0.1 and 1 are ranked “Medium”. Risks below 0.1 are ranked “Low”.

Depending on the complexity of the emission source, the risk scores will be calculated using a spreadsheet or the Emissions Inventory Module (EIM) in the HARP risk model. For sources with a single emitting source, a spreadsheet will be used. For sources with multiple sources, the EIM will be used. Samples of the spreadsheet and the EIP generated reports are provided in Attachment 3.

EPS will prepare a summary table ranking each of the 400 facilities as being high, medium or low. As previously noted, the District is required to notify all facilities with a ranking of “High Risk” to have them conduct a formal health risk assessment. A sample notification letter (from Shasta County AQMD) is provided in Attachment 4.

Task 4: Prepare Annual AB2588 Report

EPS will prepare the draft and final reports that summarize the overall findings and a ranking of each permitted facility as being “High”, “Medium” or “Low”. This report is normally presented to the Air District board for approval before it is made public. EPS will follow the same content and format that was used in the recently completed annual report for Amador Air District. A copy of this report was forwarded to you previously.

COST AND TIMELINE

We propose to complete this project on a time and material basis with costs not to exceed \$39,765 based on our billing rate of \$165 per hour. A breakdown of costs by task is shown below. Any additional work would be completed on a time and material basis. This cost estimate assumed MCAQMD will provide a list of permitted sources, their throughput and distance to nearest residences.

Table 3 Breakdown of Cost by Task			
Task	Description	Hours	Cost
1	Review Permitted Facility Data	16	\$2,640
2	Calculate Emissions of TACs for Each Permitted Facility	100	\$16,500
3	Calculate Health Risk Scores	85	\$14,025
4	Prepare Draft and Final Annual Report	24	\$3,960
	Misc. communications and meetings with Mendocino County Staff	16	\$2,640
	Total (Based on \$165 per Hour)	241	\$39,765

Table 4 Project Timeline																											
Task	Description	Jun-25				Jul-25				Aug-25				Sep-25				Oct-25				Nov-25					
		2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24
1	Review Each Permitted Facility																										
2	Calculate Hourly and Annual Emission Rates of																										
3	Calculate Cancer and Non-Cancer Health Risk Scores																										
4	Prepare Draft and Final Annual Reports																										

Project Timeline (assumes authorization By June 1, 2025)

Task 5:

Present final report to Mendocino County Air Quality District Board.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

DISTRICT will pay CONTRACTOR as per the following instructions:

1. All services will be performed on a time & materials basis bill at a rate of \$165 per hour.
2. CONTRACTOR will be compensated per the proposed cost plan as indicated in table 3 in the scope of work.
3. CONTRACTOR shall submit monthly invoices describing the tasks performed, the number of hours worked by each staff member, and total charges. Billing for services is expected to be completed within thirty (30) days of services provisions. Mendocino County Air Quality Management District agrees to pay all undisputed amounts due to Vendor within 45 calendar days from receipt of invoice.
4. The compensation payable to CONTRACTOR hereunder shall not exceed Thirty Nine Thousand Seven Hundred Sixty Five Dollars (\$39,765).

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude DISTRICT from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to DISTRICT certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email
Auditorap@mendocinocounty.gov

EXHIBIT E

RAMAN KAPAH, DBA ENVIRONMENTAL PERMITTING SPECIALISTS PROPOSAL



May 07, 2025

Steve Dunncliff
Deputy Chief Executive Officer
Mendocino County
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Subject: Proposal to Prepare AB2588 Annual Report for Mendocino County AQMD
For Calendar Year 2023 (Proposal #2)

Dear Steve:

As a follow-up to our communications over the past few weeks, I am pleased to present this technical and cost proposal to prepare the annual AB2588 "Toxics Hot Spots" report for CY 2023. As you know, this report is required under Section 44363 of the Health and Safety Code. Under this regulation, the District is obligated, in part, to:

- Determine the health risks to the public from each permitted facility
- Rank each facility according to its risk to the public.
- Notify each facility that is considered "High Priority" and request they complete a detailed health risk assessment
- Disseminate the annual report to county boards of supervisors, city councils and local health officers and the public

It is my understanding that health risks need to be calculated for approximately 400 stationary sources permitted by Mendocino County AQMD (MCAQMD).

The process of determining health risks involves two main Tasks:

1. Calculate the hourly and annual emission rates of each toxic air contaminant (TAC)
2. Translate the TAC emission rates into cancer and non-cancer health risks

The overall work flow is shown in the attached schematic.

SCOPE OF WORK

Task 1: Review Each Permitted Source

EPS will review the permits and throughput for each permitted source. This information will form the basis of risk calculations in Task 2. Actual throughput for each source during 2023 is needed for the risk calculations. Use of permitted throughput would not be acceptable as the intent of the annual AB2588 report is to provide a snapshot of actual risks for the reported calendar year. Use of permitted throughput would overstate the actual risks for most facilities.

A sample of information provided by Amador Air District that was used to prepare their AB2588 annual report is shown in Attachment 1. It would be helpful if MCAQMD can provide data organized in the similar format. EPS staff will review the district's permit files to determine the most efficient way to extract this information. Alternatively, as shown in Figure 1, facility data can be imported from the CEIDARS database (Proposal #1).

Task 2: Calculate Emissions of Toxic Air Contaminants

Information from Task 1 will be used to calculate the hourly and annual emission rates of toxic air contaminants (TACs) for each permitted facility. The emission rates will depend on the type of facility, equipment or process. Some common facility types and emission sources are shown in Table 1.

Table 1 Common Facility Types		
Facility Type	Emission Unit(s)	TAC Emissions
Gasoline Stations	Dispensing Nozzles, Gasoline Storage Tanks	Benzene Toluene Xylene
Commercial Buildings, Hospitals, etc.	Boilers, process heaters	Trace organic and metal compounds
Industrial, Manufacturing	Boilers, heaters, material handling	Trace organic and metal compounds
Landfills, Recycling Operations	Flares, IC engines, fugitive emissions	Trace organic and metal compounds

Dry Cleaners, Wineries, Autobody Shops	Fugitive emissions	Trace organic emissions
Construction Related - Asphalt Plants - Concrete Batch Plants	Asphalt storage tanks Drum mixers, dryers Conveyors, storage piles Material handling	Trace organic and metal compounds

Sample calculations are provided for some common facility types in Attachment 2.

Task 3: Calculate Screening Level Health Risk Scores

Emissions calculated in Task 2 will be used to calculate screening level health risk scores. "Screening Level" meaning that the risk score is a rough (conservative) estimate of potential health risks. Screening level risks are based solely on the annual emissions and the distance from the source to the nearest residence. It is expected that the District will provide data on the nearest residence for each permitted source.

Three types of health risks scores will be calculated for each permitted facility as summarized in Table 2.

Table 2 Summary of Types of Health Risks and Significance Threshold		
Risk Type	Risk Metric	Significance Threshold
Cancer	Cancer Risk Score	10
Non-Cancer Acute	Non-Cancer Hazard Index	1
Non-Cancer Chronic	Non-Cancer Hazard Index	1

Facilities that exceed any one of the significance thresholds is ranked "High Risk". Facilities with risks between 0 and 10 or between 0.1 and 1 are ranked "Medium". Risks below 0.1 are ranked "Low".

Depending on the complexity of the emission source, the risk scores will be calculated using a spreadsheet or the Emissions Inventory Module (EIM) in the HARP risk model. For sources with a single emitting source, a spreadsheet will be used. For sources with multiple sources, the EIM will be used. Samples of the spreadsheet and the EIP generated reports are provided in Attachment 3.

EPS will prepare a summary table ranking each of the 400 facilities as being high, medium or low. As previously noted, the District is required to notify all facilities with a ranking of "High Risk" to have them conduct a formal health risk assessment. A sample notification letter (from Shasta County AQMD) is provided in Attachment 4.

Task 4: Prepare Annual AB2588 Report

EPS will prepare the draft and final reports that summarize the overall findings and a ranking of each permitted facility as being “High”, “Medium” or “Low”. This report is normally presented to the Air District board for approval before it is made public. EPS will follow the same content and format that was used in the recently completed annual report for Amador Air District. A copy of this report was forwarded to you previously.

COST AND TIMELINE

We propose to complete this project on a time and material basis with costs not to exceed \$39,765 based on our billing rate of \$165 per hour. A breakdown of costs by task is shown below. Any additional work would be completed on a time and material basis. This cost estimate assumed MCAQMD will provide a list of permitted sources, their throughput and distance to nearest residences.

Table 3 Breakdown of Cost by Task			
Task	Description	Hours	Cost
1	Review Permitted Facility Data	16	\$2,640
2	Calculate Emissions of TACs for Each Permitted Facility	100	\$16,500
3	Calculate Health Risk Scores	85	\$14,025
4	Prepare Draft and Final Annual Report	24	\$3,960
	Misc. communications and meetings with Mendocino County Staff	16	\$2,640
	Total (Based on \$165 per Hour)	241	\$39,765

Invoices will be issued monthly and are due on receipt.

Table 4 Project Timeline																											
Task	Description	Jun-25				Jul-25				Aug-25				Sep-25				Oct-25				Nov-25					
		2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24
1	Review Each Permitted Facility																										
2	Calculate Hourly and Annual Emission Rates of																										
3	Calculate Cancer and Non-Cancer Health Risk Scores																										
4	Prepare Draft and Final Annual Reports																										

Project Timeline (assumes authorization By June 1, 2025)

Project Staff and Experience

This project will be completed by Ray Kapahi (Project Manager and Senior Air Quality Engineer), and Narci Gonzales (Air Quality Specialist). Narci worked at CARB for 30 years. After retirement, he joined EPS in 2022. He has worked on the CEIDARS database and AB2588 inventories while at CARB and since his retirement has maintained a working relationship with staff at CARB.

EPS has provided CEIDARS and AB2588 related support services to the following Districts:

- Great Basin Unified AQMD (Contact: Ann Logan)
- Calaveras County APCD (Contact: Michelle Turner)
- Amador Air District (Contact: Herminia Perry)
- Mariposa County (Contact: Dave Conway (ret), Wendy Vittands)

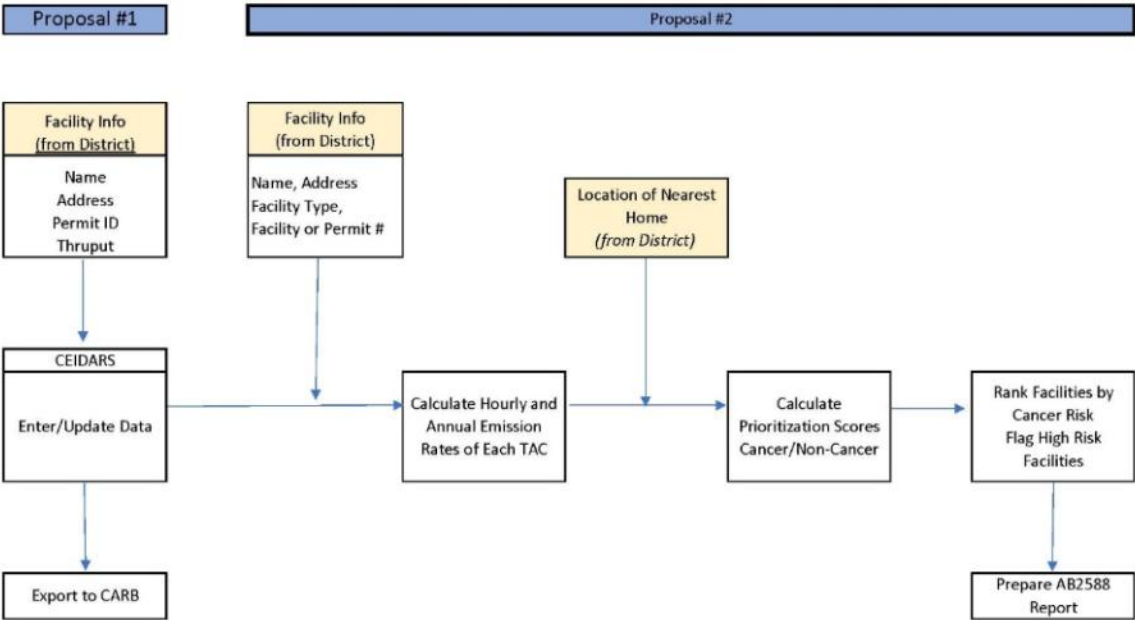
EPS maintains full coverage for professional and general liability (\$2M) insurance as well as Workman's Compensation. Certificates of insurance are available upon request. Please let me know if you have any questions or require any additional information. I can be reached at (916) 806-8333 or by email: ray.kapahi@gmail.com.

Sincerely,

Ray Kapahi

Ray Kapahi
Principal
Environmental Permitting Specialists

Schematic of Preparing the AB2588 Annual Report
For CY 2023



File: Ukiah Proposal #2
Sheet: Work Flow (2)

ATTACHMENTS

Attachment 1 – Sample of Thruput Data from Amador Air District

2024 Amador Source Inventory

Boilers, Dryers, Kilns

		Fuel Burned 2020 (cf)	Fuel Burned 2021 (cf)	Fuel Burned 2022 (cf)
Amador Transit Mix	No Data	0	0	0
Holiday Cleaners	No Data			
Jackson Cleaners		542670 (NG)	563865 (NG)	609854 (NG)
MP Associates		6,769 (Diesel)	7,362 (Diesel)	14,778 (Diesel)
Mule Creek CDC		34,772,925 (NG)	23,518,102 (NG)	28,056,444 (NG)
Specialty Granules		45,356,000 (NG)	4,533,000 (NG)	675,100,000 (NG)
Sutter Amador Hospital		2,488,858 (NG)	2,521,681 (NG)	19,173,616 (NG)
US Mine		84,845,000 (NG)	66,179,100 (NG)	59,300,000 (NG)
Rombauer	No Data	0	0	0

GDF

	FUEL DISPENSED 2020	FUEL DISPENSED 2021	FUEL DISPENSED 2022
ARCO AM/PM	1,672,571	1,570,315	1,278,320
Bear River Resort	27,973	14,486	18,234
Cal Fire Academy	12,804	14,672	60,594
Cal Fire Dew Drop	655	540	3,255
Cal Fire Pine Grove Camp	7,194	7,064	7,501
Cal Fire Pine Grove Station	691	1,177	4,359
Cal Fire River Pines Station	241	274	426
Cal Fire Sutter Hill Station	9,123	22,641	7,463
California Highway Patrol	31,709	32,164	33,578
Cal Trans Pine Grove Station	9,290	8,500	9,800
Camanche Blues	93,475	135,926	106,474
Camanche Rec	21,843	19,402	17,648
Day and Night Shell	509,642	430,163	333,168
Frontier Station	833,082	632,143	742,718
Hunt and Sons	188,231	201,245	205,092
Ione Trading Post	452,688	508,606	6,536
Tiger Express	0	245,00	243,000
Jons Automotive (Fast Gas)	395,015	485,481	724,700
Jons Pit Stop	1,088,539	1,105,599	341,594
Kirkwood Mountain Resort	14,687	16,870	19,081
Kwik Serve (Tresslers)	782,345	828,621	934,293
MP Associates	6,769	7,856	12,616
Mule Creek State Prison	53,134	62,440	63,662
Rocky Mountain Recreation Company	1,521	5,392	4,056
PGE Tiger Creek	4,443	2,373	3,186

File: AAD Through Sample for MCQMD
Sheet: Master (2)

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2024 Amador Source Inventory

Pine Grove Market	0	468,276	449,467
Pine Grove Stage Stop	441,046	413,231	454,554
Pioneer Trading Post (Highway 88)	335,251	371,707	408,877
Pioneer Trading Post (Silver Drive)	230,197	210,053	231,058
Plymouth Trading Post	129,652	130,014	143,015
Red Corral Mini Mart	133,519	114,110	99,592
Safeway	2,983,058	2,717,168	3,247,257
Sanghera Trading Post	395,561	380,734	531,706
Shenandoah Station	878,207	896,436	921,065
Sutter Creek Trading Post	254,204	283,312	273,112
Valley Pacific Chevron	606,829	843,630	14,107
Volcano Telephone	25,750	25,344	24,652

2024 Amador Source Inventory

Spray Booths

	VOC EMISSIONS 2020	VOC EMISSIONS 2021	VOC EMISSIONS 2022
Campbells Collision	72	64	71
Falco Cabinets	302.94	333.23	0
Finch Automotive	38.01	41.25	15.6
Howards Body Shop	417	458.7	183.48
Knechtli	387	283.32	0
Lynch's Automotive	567	238	261.8
North State Autobody	959	973	516
Red Corral Body	100.3	40.38	40.38
Stymeist	1226.8	610.3	631.5
Stymeist Express	84	150.44	84.07

2024 Amador Source Inventory

SI Stationary/Portable Engines		HP	EE	Diesel Used 2020	Diesel Used 2021	Diesel Used 2022
A&M Organic Solutions				12,655	0	0
Amador County GSA				58	590	37
Amador County Sheriff				2	33	24
Amador County Public Works				108	190	290
Amador County Waste Management				0	0.00	0.00
Amador Water Agency				5,882	1,971.30	7,797.75
Ampine				454	666	5403
Andis Wine				0	0	0
ARSA				99	4	4.5
ATT				273.8	259.9	242.7
Bear River Resort				41,520	41,520	34,320
Buena Vista Biomass Plant				0	0	0
Cal Fire Academy				308	340	370
Cal Fire Pine Grove Camp				71	100	80
Cal Fire River Pines				0	0	0
Cal Fire Sutter Hill				0	0	0
Cal Trans Pine Grove				56	45	30
Custom Crushing Industries				21,172	52,341	0
City of Ione				30	113	85
City of Jackson				60	208	25.9
City of Plymouth				200	220	200
City of Sutter Creek				33	69	75.9
EBMUD				68.46	90	15
Frontier Station				0	0	0
George Reed				135,249	146,020	177,278
Horseshoe Mine				27,249	24,480	13,396
Indian Hill				1,700	12,000	2,850
Jackson Rancheria Urgent Care				170	180	124
JVID				646	659	1,574.60
Judicial Court of California				90	40	40
Kit Carson Lodge				230	253	257
Kit Carson Nursing Home				14	15	220
Kirkwood Mountain Resort				2	4	6
Kreth				630	638	670
Lowes				112	930	8
MP Associates				7,261	7,582	14,962
Mule Creek State Prison				943	26,945	26,582.30

File: AAD Through Sample for MCQMD
Sheet: Master (2)

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2024 Amador Source Inventory

Rocky Mountain Rec	0	0	0
PGE Tiger Creek	124	2,824	381
PGE Jackson Gate	0	0	0
PGE	0	0	0
Plasses	0	0	0
Plymouth Sand and Gravel	6,000	6,000	6,000
Preston Youth Correctional	0	0	0
Rombauer Vinyards	0	1,260	535
Rorys Towing	0	36	15
Safeway	0	0	0
Shenandoah Station	0	0	8
Sgi	155,161	206,092	189,104
Sutter Amador Hospital	1,182	784	1,185
Sutter Home Montevina	175	239	354
US Mines	303,000	226,500	136,900
Valley Pacific Ione	0	10	40
Verizon Wireless	65	228	605
Vicini Brothers	2,782	594	290
Vino Noceto	21	347	185
Volcano Telephone	372	481	802

2024 Amador Source Inventory

Mining

A&M Organic Solution
Aces Waste
Amador Transit Mix
Ampine
Boral Roofing
Buena Vista Biomass Plant
Custom Crushing Industries
George Reed
Gladding McBean
Golden State Crushing
Goose Hill Rock
Horseshoe Mine
Indian Hills Processing
Industrial Minerals
Ione Rock
Jackson Debris Management Site
Kreth
Plymouth Sand and Gravel
Specialty Granule
US Mine
Vicini Brothers
Plant Nutrition Technologys
Seduli

2024 Amador Source Inventory

Dry Cleaners

Holiday Cleaners
Jackson Cleaners

2024 Amador Source Inventory

BOILERS BY PERMIT NUMBER	MMBTU/HR	Fuel
Amador Transit Mix	1	Propane
Jackson Cleaners	1.2	NG
MP Associates		
163-01-002 9 boilers total	1	Diesel
Mule Creek Prison		
164-01-008 1 BOILERS	7.7	NG
164-01-009 1 BOILERS	7.7	NG
164-01-016 1 BOILERS	1.4	NG
164-01-021 5 BOILERS	3.1	NG
164-01-022 5 BOILERS	3.1	NG
164-01-023 5 BOILERS	3.1	NG
164-01-024 8 BOILERS	3.1	NG
164-01-024 15 BOILERS	16.6	NG
164-01-026 15 BOILERS	16.6	NG
164-01-027 10 BOILERS	6.8	NG
164-01-028 8 BOILERS	1.5	NG
164-01-029 13 BOILERS	15	NG
Sutter Amador Hospital		
187-01-002 3 BOILERS	1.2	NG
187-01-006 3 BOILERS	4.1	NG
185-01-003 1 BOILERS	1.1	NG

Attachment 2

Sample Calculations for Common Facility Types

Gas Stations

Boilers/Process Heaters

Table xx
Calculation of VOC Emissions for Gasoline Dispensing

Gasoline Dispensing Operations VOC Calculator			
Applicability Use this spreadsheet to calculate VOC emissions from gasoline dispensing operations. Entries required in yellow areas, output in grey areas.			
Author or updater Ray Kapahi		Last Update December 4, 2023	
Facility:		Project Name?	
ID#:			
Project #:			
Inputs	gal/day	gal/yr	Formula
	5.00E+03	1.00E+06	
Gasoline Throughput	2.08E-01	1.00E+03	
Application Type	Type #		Enter the change in gas station throughput in units of gallons/day and gallons/yr. Select the Phase I and Phase II type using the drop down provided. VOC emissions are calculated by the multiplication of Throughput Rates and Emission Factors.
EVR Phase I and EVR Phase II Installed Underground Tank	9		
Substances	lb VOC/ 1,000 gal	LB/HR	LB/YR
Vapor Tank Filling Loss VOC	0.08	1.75E-02	8.40E+01
Vehicle Refueling VOC	0.42	8.75E-02	4.20E+02
Breathing Loss VOC	0.03	5.21E-03	2.50E+01
Spillage VOC	0.42	8.75E-02	4.20E+02
Total VOC	0.95	1.98E-01	9.49E+02
References: * The emission factors are derived from Appendix A in the 1997 CAPCOA Air Toxics "Hot Spots" Program document, <i>Gasoline Service Station Industrywide Risk Assessment Guidelines</i> .			

Table XX
Calculation of TACs from Gasoline Dispensing and Storage Tank Filling

	<u>lbs/hr</u>	<u>lbs/yr</u>	
Total Vapor VOCs (Re-Fuel) Less Spillage	1.10E-01	5.29E+02	(From Table 2)
Total Liquid VOCs (Spillage)	8.75E-02	4.20E+02	(From Table 2)
TOTAL VOCs	<u>0.198</u>	<u>949</u>	

	Benzene	Ethyl Benzene	Toluene	Xylenes
EF Vapor (lbs/lb VOC)	3.00E-03	1.60E-02	8.00E-02	2.40E-02
Emissions (lbs/hr)	3.31E-04	1.76E-03	8.82E-03	2.65E-03
Emissions (lbs/yr)	2.90E+00	1.54E+01	7.72E+01	2.32E+01
(Assumes 24/7 Operation)				
EF Liquid (lb/lb VOC)	1.00E-02	1.60E-02	8.00E-02	2.40E-02
Emissions (lbs/hr)	8.75E-04	1.40E-03	7.00E-03	2.10E-03
Emissions (lbs/yr)	7.67E+00	1.23E+01	6.13E+01	1.84E+01
Total (lbs/hr)	1.21E-03	3.16E-03	1.58E-02	4.75E-03
Total (lbs/yr)	1.06E+01	2.77E+01	1.39E+02	4.16E+01

EFs from SJVAPCD Speciation Guidance March 27, 2017. 8760 hrs/yr

Table xx
Calculation of VOC Emissions for Gasoline Dispensing

	1	2	3	4	5	6	7	8	9
	Phase I and Phase II Exempt Aboveground tank	Non-EVR Phase I and Phase II Exempt Aboveground tank	EVR Phase I and Phase II Exempt Aboveground tank	Non-EVR Phase I and Non-EVR Phase II Installed Aboveground tank	EVR Phase I and Non-EVR Phase II Installed (or Phase II Exempt Due to ORVR) Aboveground tank	EVR Phase I and EVR Phase II (VR- 501 only) Installed Aboveground tank	Phase I and Phase II Exempt Underground Tank	EVR Phase I and Phase II Exempt Underground Tank	EVR Phase I and EVR Phase II Installed Underground Tank
Process	lb VOC/1,000 gal								
Tank Filling Loss	8.4	0.42	0.17	0.42	0.17	0.17	8.4	0.084	0.084
Vehicle Refueling	8.4	8.4	8.4	0.42	0.42	0.38	8.4	8.4	0.42
Breathing Loss	2.1	0.053	0.053	0.053	0.053	0.053	0.84	0.025	0.025
Vapor VOC EF	18.90	8.87	8.62	0.89	0.64	0.60	17.64	8.51	0.53
Spillage	0.61	0.42	0.42	0.42	0.42	0.42	0.61	0.61	0.42
Total VOC	19.51	9.29	9.04	1.31	1.06	1.02	18.25	9.12	0.96

Sample Calculations
Natural Gas Boiler
Air Toxics Emissions

Summary of Annual Toxic Air Pollutants from a 78 mmbtu/hr Heater				
Pollutant	Emission Factor		Hourly Emissions	Annual Emissions
	(lb/mmcf)	lbs/mmbtu	(lb/hr)	(lb/yr)
ORGANICS				
Acenaphthene	1.80E-06	1.76E-09	1.38E-07	1.21E-03
Anthracene	2.40E-06	2.35E-09	1.84E-07	1.61E-03
Benzene	2.10E-03	2.06E-06	1.61E-04	1.41E+00
Benzo(a)anthracene	1.80E-06	1.76E-09	1.38E-07	1.21E-03
Benzo(a)pyrene	1.20E-06	1.18E-09	9.18E-08	8.04E-04
Benzo(b)fluoranthene	1.80E-06	1.76E-09	1.38E-07	1.21E-03
Benzo(g,h,i)perylene	1.20E-06	1.18E-09	9.18E-08	8.04E-04
Benzo(k)fluoranthene	1.80E-06	1.76E-09	1.38E-07	1.21E-03
Dibenzo(a,h)anthracene	1.20E-06	1.18E-09	9.18E-08	8.04E-04
Fluoranthene	3.00E-06	2.94E-09	2.29E-07	2.01E-03
Fluorene	2.80E-06	2.75E-09	2.14E-07	1.88E-03
Formaldehyde	7.50E-02	7.35E-05	5.74E-03	5.02E+01
Indeno(1,2,3)pyrene	1.80E-06	1.76E-09	1.38E-07	1.21E-03
Naphthalene	6.10E-04	5.98E-07	4.66E-05	4.09E-01
Toluene	3.40E-03	3.33E-06	2.60E-04	2.28E+00
METALS				
Arsenic	2.00E-04	1.96E-07	1.53E-05	1.34E-01
Beryllium	1.20E-05	1.18E-08	9.18E-07	8.04E-03
Cadmium	1.10E-03	1.08E-06	8.41E-05	7.37E-01
Chromium	1.40E-03	1.37E-06	1.07E-04	9.38E-01
Lead	5.00E-04	4.90E-07	3.82E-05	3.35E-01
Mercury	2.60E-04	2.55E-07	1.99E-05	1.74E-01
Selenium	2.40E-05	2.35E-08	1.84E-06	1.61E-02
Nickel	2.10E-03	2.06E-06	1.61E-04	1.41E+00
Zinc	2.90E-02	2.84E-05	2.22E-03	1.94E+01
NOTES				
1 Emission Factors from Tables 1.4-3 and 1.4-4 AP-42, (EPA July 1998)				
Conversion lbs/mmcf to lbs/mmbtu divide by 1020				
2 Total Annual Input 78.0 mmbtu/hr 8760 hrs/yr				
3 Hourly emissions = annual emissions/8,760 hrs/yr				

Attachment 3

Sample Calculations of Health Risk Scores

Sample Boiler Risk Screen Calculator

Name		Prioritization		
Applicability		Use to provide a Prioritization score based on t in yellow areas, ou		
<i>Author or updater</i>		Ray Kapahi <i>Last Update</i>		
Facility:		Facili ? Facility info Line 2		
ID#:				
Project #:				
Unit and Process#				
Operating Hours hr/yr		8,760.00		
Receptor Proximity and Proximity Factors		Cancer	Chronic	Acute
		Score	Score	Score
0< R<100	1.000	1.37E-02	4.87E-04	0.00E+00
100≤R<250	0.250	3.41E-03	1.22E-04	0.00E+00
250≤R<500	0.040	5.46E-04	1.95E-05	0.00E+00
500≤R<1000	0.011	1.50E-04	5.36E-06	0.00E+00
1000≤R<1500	0.003	4.10E-05	1.46E-06	0.00E+00
1500≤R<2000	0.002	2.73E-05	9.75E-07	0.00E+00
2000<R	0.001	1.37E-05	4.87E-07	0.00E+00
		Enter the unit's CAS# of the substances emit amounts.		
0				
Substance	CAS#	Annual Emissions (lbs/yr)	Maximum Hourly (lbs/hr)	
Acenaphthene	83329	4.77E-06		
Anthracene	120127	6.36E-06		
Benzene	71432	5.56E-03		
Benzo[a]anthracene	56553	4.77E-06		
Benzo[a]pyrene	50328	3.18E-06		
Benzo[b]fluoranthene	205992	4.77E-06		
Benzo[g,h,i]perylene	191242	3.18E-06		
Benzo[k]fluoranthene	207089	4.77E-06		
Dibenz[a,h]anthracene	53703	3.18E-06		
Fluoranthene	206440	7.95E-06		
Fluorene	86737	7.42E-06		
Formaldehyde	50000	1.99E-01		
Indeno[1,2,3-cd]pyrene	193395	4.77E-06		
Naphthalene	91203	1.62E-03		
Toluene	108883	9.01E-03		
Arsenic	7440382	0.00E+00		
Beryllium	7440417	9.18E-07		
Cadmium	7440439	8.41E-05		
Chromium, hexavalent	18540299	0.00E+00		
Lead	7439921	3.82E-05		
Mercury	7439976	0.00E+00		
Selenium	7782492	1.84E-06		
Nickel	7440020	1.61E-04		
Zinc	7440666	2.22E-05		

File name: \\fs-21\880\SSD FOLDERS\Permitting\5 - Toxics\AE2588\Core Facilities (2017)\Lopez Agricultural Services\ER\Fac4795yr2017_Prioritization.rtf

HARP Facility Prioritization Report

HARP EIM Version: 2.1.5

Reporting Year: 2017
 Project Path: C:\Users\Michelle\J\Desktop\AE2588 Templates and Guidance\EIMSampleProject2
 Project Database: C:\Users\Michelle\J\Desktop\AE2588 Templates and Guidance\EIMSampleProject2\EIMSampleProject2.mdb
 CRIDARS Utility Database: C:\HARP2\Tables\CRIDARSTables022021.mdb
 HARP Health Table: HEALTH022018
 Sorting Order: DIS, AB, CO, TO, FACID, DEV, PROID, POLARREV
 Date Created: 10/12/2021 8:13:59 AM
 Operator: MEJ

POLLUTANT HEALTH VALUES FROM HARP HEALTH DATABASE:

POLLUTANT ID	POLLUTANT	CANCERURF(INH) (ug/m ³) ⁻¹	ACUTEREL ug/m ³	CHRONICREL(INH) ug/m ³
75078	Acetaldehyde	2.70E-06	4.70E+02	1.40E+02
18540299	Cr(VI)	1.50E-01	N/A	2.00E-01
9301	DieselBchPM	3.00E-04	N/A	5.00E+00
67630	Isopropyl Alcohol	N/A	3.20E+03	7.00E+03
7439921	Lead	1.20E-05	N/A	N/A
67561	Methanol	N/A	2.90E+04	4.00E+03
91203	Naphthalene	3.40E-05	N/A	5.00E+00
7440020	Nickel	2.60E-04	2.00E-01	1.40E-02
88101	PM25	N/A	N/A	N/A
115071	Propylene	N/A	N/A	2.00E+03
78922	sec-Butyl Alcohol	N/A	N/A	N/A
43104	VOC	N/A	N/A	N/A
7440666	Zinc	N/A	N/A	N/A

PRIORITIZATION SCORE SUMMARY:

Facility Name
 Proximity Method
 Optional Factors

FACID	CO	AB	DIS	DEVICE	PROID	Emission and Potency Procedure				Dispersion Adjustment Procedure				Highest score
						Cancer	Acute	Chronic	NonCancer	Cancer	Acute	Chronic	NonCancer	
LOPEZ AGRICULTURAL SERVICES														
Proximity Method:														
Annual operating Hours 8760														
4795	14	SV	SAC			497.03	2.33	1.33	2.48	495.74	2.33	1.33	2.48	497.03
Device ID 1001						8.63	0.34	0.17	0.35	8.60	0.34	0.17	0.35	
Process ID 1						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Process ID 3						0.43	1.14E-02	3.61E-03	1.44E-02	0.43	1.14E-02	3.61E-03	1.44E-02	
Device ID 1002						0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	
Process ID 1						0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	
Device ID 1003						418.94	0.33	0.27	0.44	417.85	0.33	0.27	0.44	
Process ID 1						366.43	0.33	0.19	0.36	365.48	0.33	0.19	0.36	
Process ID 2						52.51	0.00E+00	7.78E-02	7.78E-02	52.37	0.00E+00	7.78E-02	7.78E-02	
Device ID 1004						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Process ID 1						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Device ID 1005						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Process ID 1						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Device ID 1006						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Process ID 1						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Device ID 1007						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Process ID 1						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Device ID 1008						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Process ID 1						8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Device ID 2001						28.48	0.00E+00	4.22E-02	4.22E-02	28.41	0.00E+00	4.22E-02	4.22E-02	
Process ID 2						28.48	0.00E+00	4.22E-02	4.22E-02	28.41	0.00E+00	4.22E-02	4.22E-02	

PRIORITIZATION SCORES AND POLLUTANTS: (For proximity method or optional factors information, please see section above.)

Note: 1. Annual Emissions units: LBS/YR for toxics, TONS/YR for criteria pollutants, CURIES/YR for radionuclides.
 2. Hourly Maximum Emissions units: LBS/HR for toxics, MILLICURIES/HR for radionuclides.
 3. * GHGs, non-regulatory pollutants, and user defined pollutants are marked by an asterisk with the pollutant ID.
 These pollutants are not included in the prioritization score calculation.

Facility Name	FacID	CO	AB	DIS	DEVICE	PROID	Emission Cancer	Acute	Chronic	NonCancer	Dispersion Cancer	Adjustment Acute	Procedure Chronic	NonCancer	Highest Score
LOFES AGRICULTURAL SERVICES															
Annual Operating Hours: 8760															
4755 74 PV G2C															
Device ID 1091							497.03	0.33	0.33	0.38	485.74	0.33	0.33	0.38	497.03
ANNUAL EMS HR MAX EMS							8.63	0.34	0.17	0.35	8.60	0.34	0.17	0.35	
Process ID 1							8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Pollutant							POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS					
							18540299	Cr(VI)	6.849E-03	2.210E-06					
							7439921	Lead	0.137	4.410E-05					
							7440020	Nickel	0.137	4.410E-05					
							88101	PM2.5	4.960E-02	1.000					
							7440666	Zinc	0.137	4.410E-05					
Process ID 3							0.43	1.14E-02	3.61E-03	1.44E-02	0.43	1.14E-02	3.61E-03	1.44E-02	
Pollutant							POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS					
							75070	Acetaldehy	0.450	5.200E-04					
							67630	Isopropyl	135.190	1.540E-02					
							67561	Methanol	41.109	4.700E-02					
							91203	Naphthalen	1.608	1.830E-04					
							115071	Propylene	0.740	8.450E-05					
							78922	sec-Butyl	1.250	1.430E-04					
							43104	NO2	0.160	3.740E-03					
Device ID 1092							0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	
ANNUAL EMS HR MAX EMS															
Process ID 1							0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	0.00E+00	
Pollutant							POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS					
							88101	PM2.5	1.100E-02	6.000E-02					
Device ID 1093							418.94	0.33	0.27	0.44	417.85	0.33	0.27	0.44	
ANNUAL EMS HR MAX EMS															
Process ID 1							366.43	0.33	0.19	0.36	365.48	0.33	0.19	0.36	
Pollutant							POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS					
							18540299	Cr(VI)	0.317	1.250E-03					
							7439921	Lead	6.330	2.500E-02					
							7440020	Nickel	0.137	4.410E-05					
							7440666	Zinc	0.137	4.410E-05					
Process ID 2							52.51	0.00E+00	7.78E-02	7.78E-02	52.37	0.00E+00	7.78E-02	7.78E-02	
Pollutant							POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS					
							9301	DieselExhP	22.730	7.800E-02					
Device ID 1094							8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
ANNUAL EMS HR MAX EMS															
Process ID 1							8.20	0.33	0.17	0.33	8.18	0.33	0.17	0.33	
Pollutant							POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS					
							18540299	Cr(VI)	6.849E-03	2.210E-06					
							7439921	Lead	0.137	4.410E-05					
							7440020	Nickel	0.137	4.410E-05					
							88101	PM2.5	4.960E-02	1.000					

Device ID 1905		7440666		Zinc		0.137		4.410E-05		8.18		0.33		0.17		0.33	
ANNUAL EMS HR MAX EMS		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Process ID 1		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Pollutant		POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS												
		18540299	Cr(VI)	6.849E-03	2.210E-06												
		7439921	Lead	0.137	4.410E-05												
		7440020	Nickel	0.137	4.410E-05												
		88101	PM2.5	4.900E-02	1.000												
		7440666	Zinc	0.137	4.410E-05												
Device ID 1906		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
ANNUAL EMS HR MAX EMS		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Process ID 1		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Pollutant		POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS												
		18540299	Cr(VI)	6.849E-03	2.210E-06												
		7439921	Lead	0.137	4.410E-05												
		7440020	Nickel	0.137	4.410E-05												
		88101	PM2.5	4.900E-02	1.000												
		7440666	Zinc	0.137	4.410E-05												
Device ID 1907		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
ANNUAL EMS HR MAX EMS		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Process ID 1		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Pollutant		POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS												
		18540299	Cr(VI)	6.849E-03	2.210E-06												
		7439921	Lead	0.137	4.410E-05												
		7440020	Nickel	0.137	4.410E-05												
		88101	PM2.5	4.900E-02	1.000												
		7440666	Zinc	0.137	4.410E-05												
Device ID 1908		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
ANNUAL EMS HR MAX EMS		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Process ID 1		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Pollutant		POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS												
		18540299	Cr(VI)	6.849E-03	2.210E-06												
		7439921	Lead	0.137	4.410E-05												
		7440020	Nickel	0.137	4.410E-05												
		88101	PM2.5	4.900E-02	1.000												
		7440666	Zinc	0.137	4.410E-05												
Device ID 1909		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
ANNUAL EMS HR MAX EMS		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Process ID 1		8.20		0.33		0.17		0.33		8.18		0.33		0.17		0.33	
Pollutant		POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS												
		18540299	Cr(VI)	6.849E-03	2.210E-06												
		7439921	Lead	0.137	4.410E-05												
		7440020	Nickel	0.137	4.410E-05												
		88101	PM2.5	4.900E-02	1.000												
		7440666	Zinc	0.137	4.410E-05												
Device ID 2001		28.48		0.005600		4.22E-02		4.22E-02		28.41		0.005600		4.22E-02		4.22E-02	
ANNUAL EMS HR MAX EMS		28.48		0.005600		4.22E-02		4.22E-02		28.41		0.005600		4.22E-02		4.22E-02	
Process ID 2		28.48		0.005600		4.22E-02		4.22E-02		28.41		0.005600		4.22E-02		4.22E-02	
Pollutant		POL ID	POLLUTANT	ANNUAL EMS	HR MAX EMS												
		9901	DieselExhP	12.330	3.100E-02												

Attachment 4

Sample Notification Letter from Shasta County AQMD

to be Sent to All Facilities

Ranked as "High Risk"



Shasta County

JUL 28 2022

DEPARTMENT OF RESOURCE MANAGEMENT
1855 Placer Street, Redding, CA 96001

July 25, 2022

Kharon Inc. dba Blair's Direct Cremation & Burial Services
ATTN: Dan Roberts
30 Constitution Drive, Suite 100
Chico, CA 95973

Dear Mr. Roberts:

AIR TOXICS "HOT SPOTS" PROGRAM – PRIORITIZATION SCORE UPDATE FOR BLAIR'S DIRECT CREMATION & BURIAL SERVICES, FACILITY ID 634

On March 7th, 2022, the Shasta County Air Quality Management District (District) notified you of the quadrennial update reporting requirements for this facility pursuant to the California Air Resources Board (ARB) "Emission Inventory Criteria & Guidelines for the Air Toxics 'Hot Spots' Program". The District received the Update Summary Form for this facility on March 17th, 2022. The prioritization score for this facility has been re-determined based on information in the Update Summary Form, and from the Device Information Update Forms for Permit #12-PO-15 received by the District from 2016 through to 2020. The new prioritization score calculations, prepared in accordance with the "CAPCOA Air Toxics 'Hot Spots' Program Facility Prioritization Guidelines" (PS Guidelines) published August 2016, indicate a Carcinogenic Risk Factor of **17.09** cases per one-hundred thousand population, and Chronic and Acute Toxicity Risk Factors of **2.69** and **2.32** times the reference exposure level for non-carcinogens, respectively. **Pursuant to the District's "Toxic Health Risk Assessment Guidelines" and the PS Guidelines, these prioritization scores place your facility in a "High Priority" category for the District's Air Toxics "Hot Spots" Program.**

This increase in the calculated prioritization scores over those of previous quadrennial updates is a result of the following factors:

1. In 2015, the Office of Environmental Health Hazard Assessment (OEHHA) updated many of the health risk assessment factors to be more health protective to account for new research on the effects from childhood exposures. The District is implementing these updated values starting with the 2020 reporting year, and used the health risk factors as published in the "Consolidated Table of OEHHA/ARB Approved Risk Assessment Health Values" last updated October 2020.
2. When reviewing the "Hot Spots" file for this facility for 2022 reporting, it was noted that several substances which were tested for and quantified in the pooled source test data used to estimate emissions for this facility had since been added to the "Appendix A" list of substances to be reported for the purposes of the Air Toxics "Hot Spots" Program. Emission factors for these substances were calculated based on the pooled source test results and these substances were included in both the Toxics Emissions Estimates for this facility as well as the prioritization score calculations.

☐ Suite 101
AIR QUALITY MANAGEMENT DISTRICT
(530) 225-5674
Fax(530) 225-5237

☐ Suite 102
BUILDING DIVISION
(530) 225-5761
Fax(530) 245-6468

☐ Suite 103
PLANNING DIVISION
(530) 225-5532
Fax(530) 245-6468

☐ Suite 201
ENVIRONMENTAL HEALTH DIVISION
(530) 225-5787
Fax(530) 225-5413

Suite 200
ADMINISTRATION
(530) 225-5789
Fax(530) 225-5807

Toll Free Access Within Shasta County 1 (800) 528-2850

PS Update, Blair's Direct Cremation & Burial Services
Page 2

The District has now completed prioritization and categorization for all facilities based on the 2021 Inventory Data. Per *California Health and Safety Code* (CH&SC) Section 44360 (b), this facility is required to prepare a Health Risk Assessment pursuant to CH&SC Section 44361 and submit it to the District by no later than **December 23rd, 2022**.

As the prioritization scores are designed to be health-protective estimates, it is possible that a Health Risk Assessment will indicate less risk to surrounding receptors from the facility's emissions than indicated by the prioritization scores. A Health Risk Assessment would then be used to determine this facility's prioritization category in conjunction with other considerations such as the facility's proximity to sensitive receptors such as schools, hospitals, etc. If you desire to review the calculations made as part of the prioritization of your facility, please contact our office to schedule a conference. If you have concerns about your ability to prepare and submit a Health Risk Assessment for this facility by December 23rd, please contact our office.

If you have any other questions on this matter or on the Air Toxics "Hot Spots" Program, please feel free to contact me at (530) 225-5674.

Sincerely,



Monica Stant
Air Pollution Inspector II

MS/rs/md