

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

**GRANT AGREEMENT COVER SHEET**

GRANT NUMBER G22-PBES-02
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NAME OF GRANT PROGRAM Prescribed Burn Air Monitoring Equipment Cache Storage Program	
GRANTEE NAME Mendocino County Air Quality Management	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000520	TOTAL GRANT AMOUNT NOT TO EXCEED \$15,000.00
START DATE: April 1, 2022	END DATE: March 31, 2023

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 (the "Grantee").

- Exhibit A – Grant Agreement Provisions
- Exhibit A, Attachment I – Work Tasks and Project Elements
- Exhibit B – Work Statement
- Exhibit B, Attachment I – Budget Summary
- Exhibit B, Attachment II – 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 California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mendocino County Air Quality Management	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Sabrina Johnson</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Douglas Gearhart</i>	
TITLE Branch Chief	DATE 05/25/22	TITLE Air Pollution Control Officer	DATE 5/25/2022
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 306 E. Gobbi Street, Ukiah, CA 95482	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$15,000.00	PROGRAM 3510000D32	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	FUND TITLE General Fund		FUND NO. 001
TOTAL AMOUNT ENCUMBERED TO DATE \$15,000.00	(OPTIONAL USE)		CHAPTER 240
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39005100	SERVICE LOCATION 50017
			FISCAL YEAR (ENY) 2021
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <i>Jeremia San Cecere</i>			DATE 03/10/2022

## EXHIBIT A G22-PBES-02

### Grant Agreement Provisions

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



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

### B. GRANT AGREEMENT SUMMARY AND AMENDMENTS

Project Title: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Grant Funding Amount: **\$15,000**

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

### C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from CARB to the Mendocino County Air Quality Management

District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.

2. The CARB Project Liaison is Megan Gilles. Correspondence regarding this project must be directed to:

Megan Gilles, Air Pollution Specialist  
Incident Air Monitoring Section  
Community Air Monitoring Branch  
California Air Resources Board  
1927 13<sup>th</sup> Street  
Sacramento CA 95811

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

Doug Gearhart, Air Pollution Control Officer  
306 E. Gobbi Street  
Ukiah, CA 95482

#### **D. GOVERNING BOARD APPROVAL**

Prior to commencement of work or any expenditure of funds under this Grant Agreement, the Grantee shall 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. CARB assumes no liability or responsibility for, and no funding or reimbursement will be provided for any work done prior CARB's receipt of a resolution, minute order, or other approval from Grantee's governing board.

#### **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 and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section D of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to CARB for their review and approval. The draft Final Report must be submitted to CARB no later than January 31, 2023. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, 2023.

3. The Grantee must submit a Final Report to CARB for their review and approval. The Final Report must be submitted to CARB within thirty (30) days of project completion but no later than March 31, 2023.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

## **F. SCOPE OF WORK**

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

### **1. CARB is responsible for the following:**

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

### **2. The Grantee is responsible for the following:**

- a. Participating in a project kick-off meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Purchasing materials and equipment to manage Cache resources including but not limited to: consumables like cleaning supplies, durable goods like hand

tools and extension cords, operational supplies like a work bench, and administrative supplies;

- e. Overseeing the project budget and funds; and
- f. Submitting quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

### **3. Project Development and Implementation**

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

### **4. Project Kick-off and Ongoing Coordination**

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

### **5. Progress Reports**

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

### **6. Final Report**

The Grantee must submit a draft Final Report by January 31, 2023, and a Final Report by March 31, 2023 to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

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

## **G. FISCAL ADMINISTRATION**

### **1. Budget**

- a. The maximum amount of this Grant is up to **\$15,000**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written and executed Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

- b. The budget for this project is shown in Exhibit B, Attachment I. The sum of all Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement.

## **2. Advance Payment**

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

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

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

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.

- iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
  - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
  - vi. Reports to CARB any material changes to the spending plan within 30 days.
  - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each Grant Disbursement Form that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.

- g. CARB may provide an advance of the direct project costs of the grant if the Grantee's program has limited reserves or potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. CARB will withhold payment of ten (10) percent of the Grant's value, by advance pay or reimbursement payments 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 when the final Report is approved by CARB.

- k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section F.2. of this grant agreement.
- l. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) calendar days following the end date of this Grant Agreement term on June 30, 2023 or the reversion date of the appropriation whichever comes first.

### **3. Grant Disbursements**

- a. All disbursements from the total Grant award, including both advance payments and grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms.
- b. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.
- c. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a copy 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 Disbursement Request Form and contain all documentation required with the form.

### **4. Suspension of Payments and Grant Agreement Termination**

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

- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section M, General Grant Provisions.

## **5. Contingency Provision**

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

## **6. Documentation of Use of Project Funds**

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

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

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

- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.
- c. The above documentation must be provided to CARB in the Final Report.

## **H. PROJECT MONITORING**

### **1. Technical Monitoring**

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

## **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 quarterly Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended. As specified in Sections F.5 and F.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

## **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.

#### **K. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

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

#### **L. GENERAL GRANT AGREEMENT PROVISIONS**

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit A (collectively, the "Work"), to comply with Web Content Accessibility Guidelines 2.0 levels A and AA, 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. Parts 1193 and 1194) (collectively, the "Accessibility Requirements") For any Work provided to CARB 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 requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

- 3. Assignment:** This Grant 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.
- 4. Availability of Funds:** 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.
- 5. Audit:** Grantee agrees that CARB, the Department of General Services, 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 Grant or Contract related to performance of this Agreement.
- 6. Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.
- 7. 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.
- 8. Confidentiality:** 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 the California Public Records Act (California Government Code Section 6250 et seq.), 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 under the California Public Records Act, 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.

- 8. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 9. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 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.
- 10. Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 11. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.
- 12. 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 declaration of emergency, 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 the intent to invoke the clause 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.

- 13. Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity solely for the purposes of CARB's enforcement of this Grant Agreement.
- 14. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by this Grant Award, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 15. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, storage and use by Grantee of monitoring equipment, and operation of materials and equipment used to manage cache resources.
- 16. Independent Contractor:** The Grantee, and its 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.
- 17. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental

disability, 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 contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §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 its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- 18. No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 19. Ownership:** All information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
- 20. Personally identifiable information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et. Seq. and other relevant State of 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 or data.
- 21. Prevailing wages and labor compliance:** Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.
- 22. Professionals:** 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.
- 23. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for

any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

- 24. Termination:** CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.
- 25. Timeliness:** Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.
- 26. Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 27. 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 – Work Statement
  - d. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

## **EXHIBIT A, ATTACHMENT I**

### **Work Tasks and Project Elements**

- A.** Grantee will participate in a project kickoff meeting with CARB. The kickoff meeting is intended to be held in April 2022.
- B.** Grantee will coordinate with the CARB Project Liaison on identifying cache locations to store, manage and facilitate access to air quality monitoring equipment when required by an event, and oversee the cache centers to ensure adequate equipment and supplies are available for users, and assist users accessing resources from the cache. Funding for the management of these resources is covered under this grant. For each equipment cache, grantee is responsible for the following:

#### **1. General**

The cache location should be maintained as a safe work environment, free from serious recognized hazards and comply with standards, rules and regulations including:

- a. Maintaining safe storage of equipment;
- b. Maintaining safe working spaces with accessible electrical power;
- c. Immediately reporting any damage to the instrument during storage to the CARB Project Liaison;
- d. Ensuring the equipment is used only for intended purposes; and
- e. Maintaining a clean and organized equipment cache storage facility.

#### **2. Equipment and Cache Dimensions**

Each cache location is required to have sufficient space to store the equipment, access to electrical outlets, and have enough space to allow for movement of resources. The number and type of equipment or accessory is described below, along with total dimensions of required footprint.

- a. The total footprint to store the following equipment is 400 square feet, which includes an 80 square foot area for movement of equipment.
- b. 10x EBAMs housed in protective deployment cases: (25L" x 18W" x 32H" space per piece of equipment required).
- c. 10x data transmitters housed in protective deployment cases: (21L" x 13W" x 32H" space per piece of equipment required).

- d. 10x tripod stands: (66L" x 8W" x 6H" space per piece of equipment required).
- e. 10x 100 foot/12 gauge extension cords: (48L" x 4H" space per piece of equipment required).
- f. 2x DeltaCal calibrators housed in protective deployment cases: (17L" x 7W" x 7H" total space per piece of equipment required).
- g. Equipment, tools and cleaning supplies: (17L" x 7W" x 12H" total space required).
- h. Access to electrical power outlets.
- i. If space is available, CARB reserves the right to store additional research equipment in the cache.

### **3. Cache Management**

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

- a. Be responsible for cache, management and maintenance of cache facility;
- b. Assess site safety and security and maintain general safety and integrity of facility or site;
- c. Ensure there is organized and adequate storage of equipment;
- d. Ensure that all equipment is present, contact the CARB Project Liaison or prior user if components and/or equipment are missing;
- e. Notify the CARB Project Liaison when equipment in cache is becoming depleted and/or requires repair;
- f. Inform the CARB Project Liaison of any supplies and/or materials which need replenishment;
- g. Update cache database on a timely basis to reflect current resource status;
- h. Arrange delivery, receiving and/or shipment of instruments to other caches and air districts when requested through coordination with the CARB Project Liaison;

- i. Arrange packaging and shipment of equipment to and from CARB when necessary/requested; and
  - j. Coordinate scheduling of periodic visits to the cache center with the CARB Project Liaison to evaluate equipment and the facility.
- C.** Grantee will ensure the cache is reasonably accessible by appointment to users who need to access equipment from the cache.
- D.** Grantee will keep records of the stock, movement and operational condition of resources and provide this information quarterly to the CARB Project Liaison for collection and preparation of a comprehensive quarterly progress report. This information shall include the following:
  - 1. Agency and contact of individual requesting and accessing equipment;
  - 2. Type and amount of equipment requested;
  - 3. Information identifying specific project(s) the equipment supported;
  - 4. Date and time equipment was taken from cache and date and time of return of the equipment; and
  - 5. Serial number, type and description of malfunctioning equipment and/or product.
- E.** Grantee will coordinate with CARB on the preparation of comprehensive, draft final and final reports covering the entire grant period.

## **EXHIBIT B**

### **Work Statement**

Budget Summary (Attachment I)

Project Schedule (Attachment II)

**EXHIBIT B, ATTACHMENT I**

**Budget Summary**

**Grantee: Mendocino County Air Quality Management District**

**Grant Agreement No.: G22-PBES-02**

**Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program**

**Total Costs & Funding**

<b>Project Funds</b>	<b>\$13,500</b>
<b>Administrative Costs</b>	<b>\$1,500</b>
<b>Total Costs</b>	<b>\$15,000</b>

**EXHIBIT B, ATTACHMENT II**

**Project Schedule**

**Grantee: Mendocino County Air Quality Management District**

**Grant Agreement No.: G22-PBES-02**

**Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program**

<b>Work Task</b>	<b>Timeline</b>
Participation in the grant kickoff meeting.	April 2022
Be responsible for cache, management of cache facility and cache resources.	Ongoing
Assess site safety and maintain general safety and integrity of facility.	Ongoing
Coordinate with CARB on available training on the equipment cache program and resource management process.	Quarterly
Ensure all personnel participating in the program are familiar with the cache program and resource management procedures.	Ongoing
Coordinate user access to cache equipment, or when appropriate, coordinate freight delivery logistics with the CARB Project Liaison.	Ongoing
Coordinate with CARB on the submission of comprehensive quarterly reports describing progress made in meeting the objectives of this grant.	Quarterly
Coordinate with CARB on the preparation of a draft final report and final report.	January 31, 2023 (draft final report) and March 31, 2023 (final report)

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

 06/07/2022  
DOUGLAS GEARHART DATE

Budgeted:  Yes  No

Budget Unit: 0327

Line Item: 82-5490 State Revenue

Grant:  Yes  No

Grant No.: G22-PBES-02 Equipment Cache Year 2

**CONTRACTOR/COMPANY NAME:**

By: \_\_\_\_\_

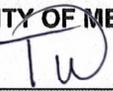
NAME AND ADDRESS OF CONTRACTOR:

CALIFORNIA AIR RESOURCES BOARD

P O Box 2815

Sacramento, CA 95812

**COUNTY OF MENDOCINO**

By:   
TED WILLIAMS, Chair  
BOARD OF SUPERVISORS

Date: 06/21/2022

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

**ATTEST:**

DARCIE ANTLE, Interim Clerk of said Board

By:   
Deputy 06/21/2022

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

DARCIE ANTLE, Interim Clerk of said Board

By:   
Deputy 06/21/2022

**COUNTY COUNSEL REVIEW:**

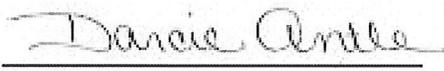
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By:   
Deputy

Date: 06/07/2022

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 06/07/2022

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO

Date: 06/07/2022

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: \_\_\_\_\_