

## GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Prescribed Burn Reporting and Monitoring Support Program		GRANT NUMBER G21-PBRM-13
GRANTEE NAME Mendocino County Air Quality Management District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000520	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 96,600.00	
START DATE: 6/1/2022	END DATE: 6/30/2024	

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

Exhibit A – Grant Agreement Provisions  
Exhibit A, Attachment 1 – Scope of Work Task and Project Elements  
Exhibit B – Work Statement  
Exhibit B, Attachment 1 – Budget Summary  
Exhibit B, Attachment 2 – 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 District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Douglas Gearhart</i>	
TITLE	DATE	TITLE APCO	DATE 5/16/2022
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 306 East Gobbi Street, Ukiah, California 95482	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$96,600.00	PROGRAM 3510000L32	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE General Fund		FUND NO. 0001
TOTAL AMOUNT ENCUMBERED TO DATE \$96,600.00	(OPTIONAL USE)		CHAPTER 69
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39007100	SERVICE LOCATION 54202
		FISCAL YEAR (ENY) 2021-22	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <i>Debra M. Lopez</i>		DATE 5-11-22	

## EXHIBIT A

### 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 Reporting and Monitoring Support 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 (IF APPLICABLE)

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: **\$96,600**

This grant is intended to provide resources to air pollution control districts for enhancing and improving their smoke management programs. This work specifically includes: enhanced planning, managing and reporting of prescribed fire activity in their regions, air monitoring of smoke from prescribed fires, improved public outreach regarding prescribed fires, efficiencies in permitting and related recordkeeping, and resources for district staff to attend training sessions on different elements of the State's smoke management program.

### C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the **Mendocino County Air Quality Management District** (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section G, Scope of Work.
2. The CARB Project Liaison is Greg Vlasek. Technical correspondence regarding this project shall be directed to:

Greg Vlasek, Manager

Agricultural & Prescribed Burning Support Section  
Air Quality Planning and Science Division  
California Air Resources Board  
P.O. Box 2815  
Sacramento, CA 95812  
[Greg.Vlasek@arb.ca.gov](mailto:Greg.Vlasek@arb.ca.gov)

Administrative and accounting correspondence regarding this project shall be directed to:

Melissa Medina  
Administrative Assistance and Support Section  
Air Quality Planning and Science Division  
California Air Resources Board  
P.O. Box 2815  
Sacramento, CA 95812  
[Melissa.Medina@arb.ca.gov](mailto:Melissa.Medina@arb.ca.gov)

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

Douglas Gearhart  
Administrative Services Division Manager  
Mendocino County Air Quality Management District  
306 East Gobbi Street  
Ukiah, California 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 to 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 the California Air Pollution Control Officers Association (CAPCOA) for review and approval. For purposes of this Agreement, a project milestone is defined as the measurable progress toward, or accomplishment of, Tasks and Project Elements 1. Through 5. of the Scope of Work, Attachment 1., measured and reported to CAPCOA each quarter. The Grantee's draft Final Report must be submitted to CAPCOA no later than March 31, 2024. In addition, the Grantee

must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, 2024.

3. The Grantee must submit a Final Report to CAPCOA for review and approval no later than May 31, 2024.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Agreement to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant.

## **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 an initial project meeting or conference call coordinated by CAPCOA, and ongoing coordination meetings at least quarterly with the Grantee and other district Grantees to discuss project activities and guide project implementation;
- b. Reviewing and approving elements developed by the Grantee or by the CAPCOA on behalf of the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;
- c. Providing project oversight and accountability (in conjunction with the Grantee); and
- d. Ensuring compliance with the applicable requirements of this Grant Agreement.

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

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

- a. Participating in an initial project meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds; and
- e. Coordinating with CAPCOA on the submission of quarterly progress reports, holding at least quarterly program meetings with CAPCOA and CARB, 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 tasks and program elements described in Attachment I.

### **4. Initial Project Meeting and Ongoing Coordination**

Grantee will participate in the initial project meeting with similar grantees scheduled by CARB and CAPCOA. This meeting will take place near the onset of the grant period and will cover

expectations throughout the period of the grant. In addition, the meeting will include discussion of the ongoing coordination that will be required between the Grantee and CAPCOA.

## **5. Progress Reports**

The Grantee must coordinate with CAPCOA on the submittal of comprehensive quarterly Progress Reports to CARB. If CAPCOA submits comprehensive quarterly Progress Reports which include progress by the Grantee, that will satisfy this requirement. Otherwise, the Grantee is responsible for submitting the quarterly reports directly to the CARB Project Liaison.

## **6. Final Report**

The Grantee must coordinate with CAPCOA on the submittal of a comprehensive, draft Final Report by March 31, 2024 and a comprehensive Final Report by May 31, 2024. If CAPCOA submits comprehensive draft and final reports, that will satisfy this requirement. Otherwise, the Grantee must submit them directly 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 by the Districts; 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 \$96,600. 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) days following the end date of this Grant Agreement term on June 30, 2024 or the reversion date of the appropriation.

### **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 L, 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.
- 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.

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



- 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 by CAPCOA, the Grantee must coordinate with CAPCOA to provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

## **I. DOCUMENTING EXPENDITURE OF STATE FUNDS**

The Grantee must coordinate with CAPCOA to provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB by CAPCOA. A Final Report must be submitted through CAPCOA 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.
5. CAPCOA, under a separate Grant Agreement for services, will serve in an oversight role to facilitate the overall success of the enhanced smoke management program. Grantee shall coordinate with CAPCOA on the submission of quarterly progress reports, the number of prescribed burns to monitor, the draft Final Report, and the Final Report.

#### **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 shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement 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 (insert exhibit # here) or (list items here) to (collectively, the "Work"), 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. 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.

5. 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.
6. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local 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. 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 shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population 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 shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
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 CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
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 sub-awardees 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 sub-awardees 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 sub-awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its sub-awardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub-awardees 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. Personally identifiable information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
20. 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.
21. 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.
22. 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.

23. 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.
24. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
25. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
26. 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

## **EXHIBIT A, ATTACHMENT 1**

### **Scope of Work Tasks and Project Elements**

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period. For prescribed burns meeting the criteria to be coordinated with CAPCOA, the Grantee should obtain monitoring equipment from the nearest regional cache of equipment. When use of cache monitors or similar deployable Air District E-BAM monitors is not feasible, Grantee should obtain and consider other available and relevant PM monitoring data before, during and after burns and report such burns as monitored burns. Monitored fires will be reported to CAPCOA using the format provided ensuring the prescribed fire that was monitored is clearly identified.
2. Grantee staff will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment, as needed. Funding for burns that are monitored is available on a reimbursable basis from CAPCOA
3. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
4. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for prescribed burns of ten acres or more or that produce one ton of particulate Matter (PM) emissions or more in their jurisdiction where feasible. Grantee agrees to encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request.
5. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
6. Grantee will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
  - a. Burns requested, burns permitted, acreage burned.
  - b. Locations of burns (by address, assessor's parcel number, and/or by latitude and longitude).
  - c. Type(s) of fuels burned for each prescribed burn.
  - d. For each prescribed burn not monitored under task 1., whether smoke concentrations (as PM 2.5 or PM10) were monitored and what monitors were used (e.g., FRM system monitors, E-BAMs, Purple Air Network, etc.)
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

## **EXHIBIT B**

### **Work Statement**

Budget Summary (Attachment 1)  
Project Schedule (Attachment 2)



**EXHIBIT B, ATTACHMENT 1**

**Budget Summary**

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

**Grant Agreement No.: G21-PBRM-13**

**Project: Prescribed Burn Reporting and Monitoring Support Program**

**Total Costs & Funding**

	<b>FY 2021-2022</b>
<b>Project Funds</b>	<b>\$86,940</b>
<b>Administrative Costs</b>	<b>\$9,660</b>
<b>Total Costs</b>	<b>\$96,600</b>

## EXHIBIT B, ATTACHMENT 2

### Project Schedule

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

**Grant Agreement No.: G21-PBRM-13**

**Project: Prescribed Burn Reporting and Monitoring Support Program**

Work Task	Timeline
Participate in a project kickoff meeting for this grant.	Summer 2022
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for: state prescribed burning policy and best practices, smoke management program regulations, the Prescribed Fire Information Reporting System (PFIRS), and smoke monitor deployment. Ensure that all personnel participating in the program are familiar with the procedures for each.	Ongoing and as needed
For prescribed burn monitoring to be coordinated with CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, collect and report valid data immediately before, during the burn, and immediately after the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Document and report to CAPCOA prescribed burns monitored for smoke impacts by means other than the regional caches.	Ongoing
Utilize PFIRS for prescribed burns within the Grantee's jurisdiction whenever feasible and encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	No later than March 31, 2024 (draft final report) and May 31, 2024 (final report)

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DOUGLAS GEARHART DATE 06/07/2022

Budgeted: ☐ Yes ☒ No

Budget Unit: 0327

Line Item: 82-5490 State Revenue

Grant: ☒ Yes ☐ No

Grant No.: G21-PBRM-13 Prescribed Burn Year 4

CONTRACTOR/COMPANY NAME:

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

NAME AND ADDRESS OF CONTRACTOR:

CALIFORNIA AIR RESOURCES BOARD

P O Box 2815

Sacramento, CA 95812

COUNTY OF MENDOCINO

By: TW  
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: Antle  
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: Antle  
Deputy 06/21/2022

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy

Date: 06/07/2022

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 06/07/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

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