

#### **SHASTA COUNTY**

#### AIR POLLUTION CONTROL BOARD

Administration 1450 Court Street, Suite 308B Redding, California 96001 (530) 225-5557 David Kehoe, Member Leonard Moty, Member Les Baugh, Member Francie Sullivan, Member Adam McElvain, Member

#### **AGENDA**

#### SHASTA COUNTY AIR POLLUTION CONTROL BOARD

Board of Supervisors Chambers 1450 Court Street, Suite 263, Redding, California

#### Tuesday, July 17, 2018, 8:30 AM

**TO ADDRESS THE BOARD**: Members of the public may directly address the Air Pollution Control Board on any agenda item on the regular calendar before or during the Board's consideration of the item. In addition, the Air Pollution Control Board provides the members of the public with a Public Comment-Open Time period, where the public may address the Board on any agenda item on the consent calendar before the Board's consideration of the items on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Air Pollution Control Board. Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken** on non-agenda matters, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker request forms are available (1) online at <a href="http://www.co.shasta.ca.us/BOS/docs/Request\_to\_talk.pdf">http://www.co.shasta.ca.us/BOS/docs/Request\_to\_talk.pdf</a>, (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Air Pollution Control Board to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. <a href="Comments should be limited to matters within the subject matter jurisdiction of the Board">http://www.co.shasta.ca.us/BOS/docs/Request\_to\_talk.pdf</a>, (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding, and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Air Pollution Control Board to review, please provide a minimum of ten copies. When addressing the Board, please approach the rostrum, and after receiving recognition from the Chairman, give your name and comments. Each speaker is allocated three minutes to speak. <a href="Comments should be limited to matters within the subject matter jurisdiction of the Board">http://www.co.shasta.ca.us/BOS/docs/Request\_to\_talk.pdf</a>, (2) from the Clerk of the Board on the third floor of 1450 Court Street, suite and the subject should be subject to the Board on the third floor of 1450 court should be subject to the Board on the Clerk of the Board on the Board on the Board on the Clerk of the Board on the Boa

The members do not receive any compensation or stipend as a result of convening as the Shasta County Air Pollution Control Board.

#### **PUBLIC COMMENT PERIOD - OPEN TIME**

Persons wishing to address the Board are requested to fill out a Speaker Request Form prior to the beginning of the meeting (forms are available from the Clerk of the Board, 1450 Court Street, Suite 308B, Redding, or in the back of the room in the Board of Supervisors Chambers). If you have documents to present for the members of the Air Pollution Control Board to review, please provide a minimum of ten (10) copies.

#### **CONSENT CALENDAR**

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar during the Public Comment Period - Open Time, which shall precede the Consent Calendar.

#### **GENERAL GOVERNMENT**

#### C 1 Clerk of the Board

Approve the minutes of the meetings held on June 26, 2018, as submitted.

**No General Fund Impact** 

**Simple Majority Vote Required** 

#### C 2 Clerk of the Board

Take the following actions regarding the Air Quality Management District Hearing Board: (1) Reappoint Allen Krohn, M.D., for a one-year term to expire July 2019; and (2) reappoint Reggie Ceehorne and David Poore for two-year terms to expire July 2020.

**No General Fund Impact** 

Simple Majority Vote Required

#### RESOURCE MANAGEMENT

#### C 3 Air Quality Management District

Adopt a resolution which: (1) Approves and authorizes the Director of Resource Management, on behalf of the Shasta County Air Quality Management District (District), to enter into a Grant Agreement with the California Air Resources Board (CARB) and accept funds in the amount of \$26,267 to implement the Assembly Bill 197, State Emission Inventory District Grant Program ('Program') in accordance with guidelines established by the California Air Resources Board (CARB), with the grant term June 25, 2018 through June 30, 2019, and the District submitting a final report to CARB no later than June 1, 2019; (2) appoints the Director of Resource Management as the agent for the District to conduct all negotiations and execute and submit all documents necessary for the operation and completion of the Program; (3) approves a budget amendment increasing revenues by \$26,267 and appropriations by \$3,500 for the implementation and Program continuance for Fiscal Year 2018-19; (4) authorizes expenditures which include salaries, benefits, equipment, public outreach, education and administrative expenses, associated with and in furtherance of the Program; and (5) approves the District's continued participation in this Program and acceptance of funds to be utilized in accordance with the terms and conditions of the applicable grant agreement and guidelines as they may be amended from time to time.

**No General Fund Impact** 

Simple Majority Vote Required

#### C 4 Air Quality Management District

Approve a budget amendment increasing appropriations by \$180,000 and increasing revenue by \$200,000 in the Air Quality Management District budget for the purpose of recognizing increased funding received for the Woodstove Replacement Program.

**No General Fund Impact** 

4/5 Vote Required

#### C 5 Air Quality Management District

Take the following actions: (1) Authorize the Shasta County Air Pollution Control Officer (APCO) to sign the attached Sub-Recipient Agreement with the California Air Pollution Control Officers Association (CAPCOA) for receiving EPA PM2.5 Grant Funds through CAPCOA; and (2) approve a budget amendment increasing state grant revenues by \$14,526 and increase appropriations by \$14,526 for the purchase of a new MetOne BAM 1022 PM2.5 monitor.

**No General Fund Impact** 

4/5 Vote Required

#### **ADJOURN**

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: adacoordinator@co.shasta.ca.us. Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 two business days before the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

This document and other Air Pollution Control Board documents are available online at <a href="www.co.shasta.ca.us">www.co.shasta.ca.us</a>. In addition, The Air Pollution Control Board meeting videos are viewable on Shasta County's website at <a href="www.co.shasta.ca.us">www.co.shasta.ca.us</a>.

#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** July 17, 2018

CATEGORY: CONSENT - GENERAL GOVERNMENT-1.

**SUBJECT:** 

6/26/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisorial District No.:** 

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, Deputy Clerk of the Board, 530-225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Approve the minutes of the meetings held on June 26, 2018, as submitted.

**SUMMARY** 

**DISCUSSION** 

**ALTERNATIVES** 

OTHER AGENCY INVOLVEMENT

**FINANCING** 

**ATTACHMENTS:** 

Description Upload Date Description

#### **AIR POLLUTION CONTROL BOARD**

Tuesday, June 26, 2018

#### **REGULAR MEETING**

#### **MINUTES**

8:31 a.m.: Chairman Baugh called the meeting of the Air Pollution Control Board to order on the above date with the following present:

Present: Board Members Kehoe, Moty, Baugh, Schreder, and

Sullivan

Staff: County Executive Officer Larry Lees, County Counsel

Rubin E. Cruse, Jr., Administrative Board Clerk Kristin Gulling-Smith, and Administrative Board Clerk

Trisha Boss.

#### **PUBLIC COMMENT PERIOD - OPEN TIME**

There were no comments from members of the public.

#### **CONSENT CALENDAR**

By motion made, seconded (Moty/Rickert), and unanimously carried, the Air Pollution Control Board took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meetings held on May 1, 2018, and June 5, 2018, as submitted. (Clerk of the Board)

Adopted APCB Resolution No. 2018-03 which: Authorizes the Director of Resource Management, on behalf of the Shasta County Air Quality Management District (District), to enter into a grant agreement with the California Air Resources Board (CARB) and accept funds in the amount of \$29,876 to implement the Assembly Bill 617, Community Air Protection Program (CAPP) in accordance with guidelines established by CARB, with funds to be encumbered by June 30, 2019 and the District submitting a final report to CARB no later than April 1, 2021; appoints the Director of Resource Management as the agent for the District to conduct all negotiations and execute and submit all documents necessary for the operation and completion of the program; authorizes expenditures which include salaries, benefits, equipment, public outreach, education and administrative expenses, associated with and in furtherance of the program; and approves the District's continued participation in CAPP and acceptance of funds to be utilized in accordance with the terms and conditions of the

Tuesday, June 26, 2018

2

applicable grant agreement and guidelines through April 1, 2021, and as they may be amended from time to time. (Air Quality Management District)

Adopted APCB Resolution No. 2018-04 which: Authorizes the Shasta County Air Quality Management District (District) to retroactively amend an existing Memorandum of Understanding with the California Air Pollution Control Officers Association to participate in the Woodsmoke Reduction Program (Program) and accept additional funding in the amount of \$75,000 for the period from start of Program through June 30, 2020; authorizes the District to accept any such additional funding that may become available in the future for administration of the Program under the terms of the Memorandum of Understanding, as amended; appoints the Director of Resource Management as signature authority for the District to conduct all negotiations and execute and submit all necessary Program documents; and authorizes expenditures which include salaries, benefits, public outreach, education and administrative expenses, associated with and in furtherance of the Program. (Air Quality Management District)

#### REGULAR CALENDAR

#### **RESOURCE MANAGEMENT**

#### FISCAL YEAR 2018-19 BUDGET AIR QUALITY MANAGEMENT DISTRICT

Ronni Harman, Deputy Resource Management Director, recommended that the Board adopt the Fiscal Year (FY) 2018-19 Air Quality Management District (District) budget as considered on June 5, 2018.

The public hearing was opened.

No one spoke against the matter, and the public hearing was closed.

By motion made, seconded (Kehoe/Moty), and unanimously carried, the Board of Supervisors adopted the FY 2018-19 District budget as reviewed and presented. (Air Quality Management District)

<u>8:33 a.m.:</u> The Air Pollution Control Board adjourned.

	Chairman
ATTEST:	
LAWRENCE G. LEES	
Clerk of the Air Pollution Control Board	
By	
Deputy	

#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** July 17, 2018

CATEGORY: CONSENT - GENERAL GOVERNMENT-2.

**SUBJECT:** 

Air Quality Management District Hearing Board Reappointments

**DEPARTMENT:** Clerk of the Board

Supervisorial District No. : All

**DEPARTMENT CONTACT:** Mary Williams, Chief Deputy Clerk of the Board (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Chief Deputy Clerk of the Board

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Take the following actions regarding the Air Quality Management District Hearing Board: (1) Reappoint Allen Krohn, M.D., for a one-year term to expire July 2019; and (2) reappoint Reggie Ceehorne and David Poore for two-year terms to expire July 2020.

#### **SUMMARY**

The Air Pollution Control Board considers making appointments and reappointments to the Air Quality Management District (AQMD) Hearing Board when terms of office are expiring or vacancies occur.

#### **DISCUSSION**

The AQMD Hearing Board hears variance requests and disputed issues with regard to issued permits. Pursuant to Health and Safety Code 40801, the hearing board is to consist of one member admitted to the practice of law in this state, one member who is a professional engineer, one member from the medical profession whose specialized skills are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine, and two members of the public.

Allen Krohn, M.D., Reggie Ceehorne, and David Poore have expressed a will to serve another term on the AQMD Hearing Board. Dr. Krohn is a medical professional and Mr. Ceehorne and Mr. Poore are members of the public. There remains one vacancy for a professional engineer and one vacancy for a member admitted to the practice of law. Staff will continue working to fill these expired positions. If staff continues to be unable to find persons who meet these qualifications for the open positions and are willing

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and able to serve, staff will consider recommending other persons to fill those positions, in accordance with Health & Safety Code section 40802.

Three members would constitute a quorum; therefore, these appointments would allow the AQMD Hearing Board to operate in the meantime.

The recommended term lengths will allow for a staggered Hearing Board composition to comply with Health and Safety Code Section 40804. Subsequent appointments for these positions will be for full three-year terms.

#### **ALTERNATIVES**

The Air Pollution Control Board may choose not to make the reappointments; however, this would leave the AQMD Hearing Board without any active members.

#### **OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the staff report.

#### **FINANCING**

There is no General Fund impact.

#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** CONSENT - RESOURCE MANAGEMENT-3.

#### **SUBJECT:**

Resolution authorizing the Air District to accept State grant funds under the State Emission Inventory District Grant Program.

**DEPARTMENT:** Air Quality Management District

**Supervisorial District No.** : All

**DEPARTMENT CONTACT:** Richard W. Simon, APCO, Director of Resource Management, 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, APCO, Director of Resource Management

Vote Required?	General Fund Impact?
Simple Majority Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Adopt a resolution which: (1) Approves and authorizes the Director of Resource Management, on behalf of the Shasta County Air Quality Management District (District), to enter into a Grant Agreement with the California Air Resources Board (CARB) and accept funds in the amount of \$26,267 to implement the Assembly Bill 197, State Emission Inventory District Grant Program ('Program') in accordance with guidelines established by the California Air Resources Board (CARB), with the grant term June 25, 2018 through June 30, 2019, and the District submitting a final report to CARB no later than June 1, 2019; (2) appoints the Director of Resource Management as the agent for the District to conduct all negotiations and execute and submit all documents necessary for the operation and completion of the Program; (3) approves a budget amendment increasing revenues by \$26,267 and appropriations by \$3,500 for the implementation and Program continuance for Fiscal Year 2018-19; (4) authorizes expenditures which include salaries, benefits, equipment, public outreach, education and administrative expenses, associated with and in furtherance of the Program; and (5) approves the District's continued participation in this Program and acceptance of funds to be utilized in accordance with the terms and conditions of the applicable grant agreement and guidelines as they may be amended from time to time.

#### **SUMMARY**

N/A

#### **DISCUSSION**

AB 197 is a State grant program provides funding for air districts to review, update, and submit to CARB quality assured criteria and toxic pollutant emissions data for stationary sources of air pollutant Page 9 of 44

emissions. The District would be responsible to review and update data that is currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. The District currently produces this data which is uploaded into the State database. Under this grant, the main change in District operations would be quality checking existing data as far back as 2008 and reporting in the most current format requirements. This grant would cover the Districts administrative costs of performing this work.

Air Districts choosing not to accept the AB 197 grant and perform the minimum duties and requirements, risk forfeiting local program oversite as the State Air Resources Board would oversee implementation of the Program. The deadline for adopting a board resolution to accept the grant is September 1, 2018.

#### **ALTERNATIVES**

The Board may choose to: (1) not accept the grant and not provide local control of the Program; or (2) ask for more information. However, if the Board wants the grant funding the Board must adopt a resolution accepting the grant by September 1, 2018.

#### **OTHER AGENCY INVOLVEMENT**

County Counsel and Risk Management have reviewed the Grant Agreement and have approved the resolution and Agreement as to form. The County Administrative Office has reviewed the recommendation.

#### **FINANCING**

The Shasta County Program will be funded by a grant of \$26,267 from the California Air Resources Board. A budget amendment is attached for the FY 2018-19 budget increasing revenue and appropriations.

#### ATTACHMENTS:

Description	Upload Date	Description
Resolution	7/6/2018	Resolution
Grant Agreement	7/9/2018	Grant Agreement
Budget Worksheet	7/6/2018	Budget Worksheet

#### **APCB - RESOLUTION NO. 2018-XX**

## A RESOLUTION OF THE AIR POLLUTION CONTROL BOARD OF THE SHASTA COUNTY AIR QUALITY MANAGEMENT DISTRICT AUTHORIZING A GRANT AGREEMENT AND ACCEPTING FUNDS FOR IMPLEMENTATION OF ASSEMBLY BILL 197, STATE EMISSION INVENTORY DISTRICT GRANT PROGRAM

**WHEREAS,** California Assembly Bill 197, the Emission Inventory District Grant Program (Program) provided funding to be directed toward local air districts for implementation of the Program;

**WHEREAS,** the California Air Resources Board (CARB) has approved and is offering a grant to the Shasta County Air Quality Management District (District) in the amount of \$26,267.00 to implement the Program;

**WHEREAS**, the District desires to enter into a grant agreement to implement the Program in accordance with guidelines established by CARB;

WHEREAS, the District shall receive funding from CARB to implement the Program; and

WHEREAS, the District shall provide a final report to CARB no later than June 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the Shasta County Air Pollution Control Board hereby:

- Approves and authorizes the Director of Resource Management, on behalf of the Shasta County Air Quality Management District (District), to enter into a grant agreement with the California Air Resources Board (CARB) and accept funds in the amount of \$26,267.00 to implement the Assembly Bill 197, State Emission Inventory District Grant Program in accordance with guidelines established by the California Air Resources Board (CARB), with the grant term being from June 25, 2018 through June 30, 2019, and the District submitting a final report to CARB no later than June 1, 2019;
- 2) Appoints the Director of Resource Management as agent for the Shasta County Air Quality Management District to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the operation and completion of this Program;
- 3) Approves a budget amendment increasing revenues by \$26,267 and appropriations by \$3,500 for the implementation and Program continuance for FY 2018/19;
- 4) Authorizes expenditures which include salaries, benefits, equipment, public outreach, education and administrative expenses, associated with and in furtherance of the Program;
- Approves the District's continued participation in this Program and acceptance of funds to be utilized in accordance with the terms and conditions of the applicable grant agreement and guidelines through June 30, 2019 as they may be amended from time to time.

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APCB Resolution No. 2018 – XX July 17, 2018 Page 2 of 2

**DULY PASSED AND ADOPTED** this 17th day of July 2018, by the Air Pollution Control Board of the Shasta County Air Quality Management District by the following vote:

AYES: NOES: ABSTAIN: ABSENT: RECUSE:	
	LES BAUGH, CHAIRMAN Air Pollution Control Board Shasta County Air Quality Managemen District State of California
ATTEST:	
LAWRENCE G. LEES Clerk of the Air Pollution Control Board	
By	

#### Air Pollution Control Board Regular Meeting - July 17, 2018

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

#### **GRANT AGREEMENT COVER SHEET**

	GRANT NUMBER G17-EIDG-27
NAME OF GRANT PROGRAM	
AB 197 Emission Inventory District Grant	
GRANTEE NAME	
Shasta County Air Quality Management District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
94-6000535	\$26,267.00
FISCAL GRANT TERM	
FROM: June 25, 2018	TO: June 30, 2019
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT	
FROM: June 25, 2018	TO: June 30, 2019

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 the Shasta County Air Quality Management District (the "Grantee").

Exhibit A – Grant Provisions Exhibit B – Work Statement

Exhibit B, Attachment I: Budget Summary

Exhibit B, Attachment II: Project Milestones and Disbursement Schedule

Exhibit B, Attachment III: Project Schedule Exhibit C – Grant Disbursement Request Form

Special Terms and Conditions (If Applicable): Grant is contingent on CARB receipt by September 1, 2018, of a Board Resolution, Minute Order, or other District Governing Board approval.

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.

		GRANTEE'S NAME (PF	DINT OF TYPE			
California Air Resources Board		Shasta Coun		lity Managem	ent Di	istrict
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRAN	ITEE			TER OF DESIGNATION)
		./	1	The committee	ONLEN	EN OF DEGIGNATION,
8		1/ wiles	01			(8)
TITLE	E	TITLE			`	DATE
Administrative Services Branch Chief, CARB	-			exter/APC		6/15/2018
		GRANTEE'S ADDRESS			ZIP CODE)	
		1855 Placer S Redding, Calif				
	OFFICIOA					
		TION OF FUND	ING		FUND TI	TI F
AMOUNT ENCUMBERED BY THIS AGREEMENT	FISCAL YEAR/PROGR					
\$26,267.00	17/18 / 3510	)			Cost	of Implementation
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)					
\$0.00						
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM		CHAPTER	STATUTE		FISCAL YEAR
\$26,267.00	3900-001-32	37	14	2017		17/18
	7100-570-46					*
I hereby certify that the California Air Resources Boar	d Budget Office ac	knowledges that b	udgeted funds	are available for	the peri	od and purpose of the
expenditure stated above.						
*				DATE		
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFF	ICE:			DATE	_	
Killing or	1100	4		. Le 8/10	5	
I hereby certify that the California Air Resources Boar	d Legal Office has	reviewed this Gra	nt Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFIC	E:	12 644		DATE		
	Pa	ge 13 of 44				

#### **EXHIBIT A**

#### **Grant Agreement Provisions**

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

#### B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Quality Assurance Review of Point Source Emissions Data

Grant Funding Amount: \$26,267.00

#### C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

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

Kevin Eslinger California Air Resources Board Air Quality Planning and Science Division P.O. Box 2815 Sacramento, California 95812 Phone: (916) 445-2151

Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is John Waldrop. Correspondence regarding this project must be directed to:

> John Waldrop Manager Shasta County Air Quality Management District 1855 Placer Street, Suite 101 Redding, California 96001

Phone: 530-225-5674

Email: jwaldrop@co.shasta.ca.us

#### D. DISTRICT RESOLUTION

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution or minute order of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution or minute order to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution or minute order to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution or minute order to the CARB Project Liaison on or before September 1, 2018.

#### E. TIME PERIOD

- Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties.
   Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
- 2. Upon completion of the project milestones, the Grantee must submit a draft Final Report and the final Grant Disbursement Request to the CARB Project Liaison no later than March 1, 2019.
- 3. The Final Report must be received by CARB within thirty (30) days of project completion but no later than June 1, 2019.
- 4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2018, forty (40) percent of the project funding has not been obligated by the Grantee. In the event of such termination, Section G. Fiscal Administration, 3. Suspension of Payments and Early Grant Termination of this agreement shall apply.
- 5. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

#### F. SCOPE OF WORK

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

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

a. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

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

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

Development and implementation of defined project tasks as described below.

Minimum duties and requirements of the Grantee include to:

- i. Conduct a project kick-off meeting or conference call and maintain ongoing project coordination with the CARB Project Liaison;
- ii. Review, update, and submit to CARB quality assured criteria and toxic pollutant emissions data for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;
- iii. Oversee the project budget and funds; and
- iv. Submit Progress Reports along with Grant Disbursement Requests, the draft Final Report, and the Final Report to CARB.

#### a. Project Development and Implementation

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

i. Review and update list of district facilities<sup>1</sup> currently in CARB's CEIDARS emission inventory database for calendar years 2008-2016. (Task 2).

If a district has not reported facilities to CEIDARS, the district should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.2.a.ii below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities).

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

The Grantee must review the facilities in the CEIDARS database for calendar years 2008 - 2016 and provide CARB the operational status (active, inactive, closed, etc.) of each facility within the progress report submitted with the reimbursement request when Task 2 is complete. For inactive and closed facilities, the progress report must include the year when the facility last reported operations. In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS facility tables for the relevant years.

- ii. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation between 2008 and 2016 (Task 4):
  - a) FACILITY tables (FAC) The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.
  - b) Criteria and toxics EMISSION tables (EMS and TEMS) These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted annually.
- iii. Update and quality assure facility information and emissions data in the CEIDARS tables described in Section F.2.a.ii above for facilities that were in operation in inventory year 2017 or meet the reporting thresholds in Section F.2.a.iv below. (Task 3)
- iv. Reporting Threshold.

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.2.a.v below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hots Spots Information and Assessment Act program for facilities with a prioritization score greater than 10, a cancer risk of 10 in a million or greater, an acute or chronic index greater than 1, or those emitting 10 tons per year of any single hazardous air pollutants (HAP) or 25 tons per year of any combination of HAPs.

v. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.2.a.ii above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and

ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I through A-III of the "AB 2588 Air Toxics "Hot Spots" Emission Inventory Criteria and Guidelines" (located at <a href="https://www.arb.ca.gov/ab2588/2588guid.htm">https://www.arb.ca.gov/ab2588/2588guid.htm</a>).

#### b. Project Kick-off and Ongoing Coordination

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:

- i. Agenda for the meeting with conference call information;
- ii. Project status update;
- iii. Discussion of any difficulties encountered since the last project update meeting;
- iv. Discussion of project milestones and upcoming deliverables;
- v. Notification of any pending disbursement requests; and
- vi. Scheduling the next project update meeting.

#### c. Progress Reports

The Grantee must submit Progress Reports to CARB to accompany Grant Disbursement Requests. Reports may be submitted electronically and, at a minimum, must include:

- Progress Report number, title of project, name of Grantee, date of submission, and project Grant number;
- ii. Summary of work completed and in progress since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan;
- iii. Identified problems or concerns and proposed solutions, if applicable;

- iv. Grant funds remaining and expended; and
- v. Itemized invoice showing all costs for which reimbursement is being requested.

#### d. Final Report

The Grantee must submit a draft Final Report by March 1, 2019, and the Final Report by June 1, 2019. At a minimum, the draft and the Final Report must include the following:

- i. Accounting summary of funds expended;
- ii. Summary of work completed; and
- iii. Narrative of how the milestones have been met.

#### G. FISCAL ADMINISTRATION

#### 1. Budget

- a. The maximum amount of this Grant is up to \$26,267.00. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

#### 2. Grant Disbursements

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

a. The Grantee must submit (via e-mail or regular mail) Grant Disbursement Requests to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report. Grant payments are subject to CARB's approval of Progress Reports and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or

- documented; a deliverable meeting specification has not been provided; claimed expenses are not documented, not valid per the budget, or not reasonable; or the Grantee has not met other terms of the Grant Agreement.
- b. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds identified in Exhibit B, Attachment II, necessary to assure the goals of the project are met.
- c. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- d. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

#### 3. Suspension of Payments and Grant Agreement Termination

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

#### 4. Contingency Provision

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

#### 5. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)<sup>2</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 administration funds, including the following:
  - Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;
  - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
- 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 <a href="http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx">http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx</a>. 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

<sup>&</sup>lt;sup>2</sup> Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

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. Meetings with CARB

- a. <u>Project kick-off</u>: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.
- Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.
- c. <u>Site visits:</u> Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

#### 2. Technical Monitoring

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

#### I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended.

#### J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

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

#### K. GENERAL GRANT AGREEMENT PROVISIONS

- 1. Amendment: No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 2. Assignment: This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
- 3. Availability of Funds: CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

- 4. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.
- 5. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.
- 6. Computer software: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 7. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

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

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

8. Disputes: The Grantee must 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 thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative.

- Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 9. Environmental justice: In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 10. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
- 11. Force majeure: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.
- 12. Governing law and venue: This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 13. Grantee's responsibility for work: The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 14. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.

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

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

- **17.No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third-party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 18. Prevailing wages and labor compliance: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee must monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 19.Professionals: For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- **20. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

- **21.Termination:** In addition to the termination provisions in Section G.3 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.
- **22. Timeliness:** Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.
- 23. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

#### **EXHIBIT B**

#### **Work Statement**

Budget Summary (Attachment I)
Project Milestones and Disbursement Schedule (Attachment II)
Project Schedule (Attachment III)

#### **EXHIBIT B, Attachment I**

#### **Budget Summary**

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

**Grant Agreement No.: G17-EIDG-27** 

**Project: Quality Assurance Review of Point Source Emissions Data** 

**Total Costs & Funding** 

Costs	Grant
Total Project Funds	\$26,267.00

#### **EXHIBIT B, Attachment II**

#### **Project Milestones and Disbursement Schedule**

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

**Grant Agreement No.: G17-EIDG-27** 

**Project: Quality Assurance Review of Point Source Emissions Data** 

Task	Milestone Description	Scheduled Payment of Grant Funds
1	Execute Grant Agreement, District Resolution, Kick-Off Meeting	N/A
2	Update list of active, inactive and closed facilities in 2008-2016 calendar years	\$7,880.00 (30 percent)
3	Review and update facility information and emissions data for facilities that were in operation in 2017	\$7,880.00 (30 percent)
4	Review and update facility information and emissions data for facilities that were in operation between 2008 and 2016	\$7,880.00 (30 percent)
5	Submittal of Draft Final Report to CARB (no later than March 1, 2019)	N/A
6	Submittal of Final Report to CARB (no later than June 1, 2019)	\$2,627.00 (10 percent)
	Grant Agreement Total Funding Amount	\$26,267.00

#### **EXHIBIT B, Attachment III**

#### **Project Schedule**

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

**Grant Agreement No.: G17-EIDG-27** 

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline
Task 1a – Grant Agreement Execution	June 25, 2018
Task 1b – District Resolution	September 1, 2018
Task 1c – Kick Off Meeting	TBD
Task 2 – Update list of active, inactive and closed facilities in 2008-2016 calendar years	October 1, 2018
Task 3 – Update facility information and emissions data for facilities that were in operation in 2017	August 1, 2018
Task 4 – Review and update facility information and emissions data for facilities that were in operation between 2008 and 2016	December 1, 2018
Task 5 – Draft Final Report	March 1, 2019
Task 6 – Final Report	June 1, 2019

# **EXHIBIT C**

# (This is a draft sample form. Please contact program staff for final electronic version) AB 197 DISTRICT GRANTS PROGRAM GRANT DISBURSEMENT REQUEST FORM

General Information				
Project Name			Grant Number	
Grantee Name			Amendment#	
Contact Person			Fiscal Year	
Mailing Address			Disbursement #	
Phone Number			FAX Number	
Disbursement Request				
	Original Grant	Total Previous Disbursement	This Request	Remaining Balance
Project Funds				\$0
Processing/Admin Fees				\$0
Total		\$	\$	\$0
Documentation attached P	Documentation attached for disbursement justification: Project Funds Processing Fees	n: Attachments:	ents:	
I certify under penalty o, and complete and is in a any inquiries to confirm Authorized Official	y of perjury that the information accordance with the Grant Arm this information.	I certify under penalty of perjury that the information contained in this Grant Disbursement Request Form and all attachments is correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm this information.	rsement Request Form and authorize the California A	i all attachments is correct ir Resources Board to make
	Print Name		Title	
	Signature		Date	
FOR STATE USE ONLY	Date Request Received by CARB:		Date to Accounting:	Date to SCO:
CARB Project Liaison				
Approval	Print Name	Signature		Date
Grant Manager Approval	Print Name	Signature		Date
	Total Disbursement:	Fund:		PCA:
	Total Disbursement:	Fund:		PCA:
	Total Disbursement:	Fund:		PCA:

#### **MEMORANDUM**

### SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT 1855 Placer Street, Redding, CA 96001

Environmental Health Suite 201 Administration Suite 200 225-5789 Air Quality Management Suite 101 225-5674

Planning Division Suite 103

225-5787

225-5532

Community Education Section Suite 200 225-5789 Building Division Suite 102 225-5761

TO:

Brian Muir, Auditor-Controller

Auditor-Controller's Office

FROM:

Richard W. Simon, Director of Resource Management

DATE:

July 5, 2018

SUBJECT:

**BUDGET AMENDMENT** 

Attached is the budget amendment for Air Quality Management District, Budget Unit 00373 requesting an increase in appropriations in service and supplies object code of \$3,500.00 and increasing revenue in the State Air Pollution Grant account (545500) of \$26,267.00. The purpose is to budget the revenue and expenses for AB 197 State Emission Inventory District Grant Program.

This item is going to the Shasta County Air Pollution Control Board on July 17, 2018.

If you have any questions, please contact Ronni at ext 5404.

Attachment

RS/r

County of Shasta

**Budget Amendment** 

Air Quality Management District

Department Name & Fund No.

#### **Appropriations**

Increase < Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00373	034500	8,000	8,500	500
00373	034803	3,000	5,000	2,000
00373	035500	6,000	7,000	1,000
<del></del>				
		-		
			<del></del>	
<del></del>				<u> </u>
			<del></del>	
*-				
Total		- 4-3-		3,500

#### Revenue

rease < Decrease Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00 <u>373</u>	545500	60,000	86,267	26,267
			201	
Total				26,26

#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** July 17, 2018

CATEGORY: CONSENT - RESOURCE MANAGEMENT-4.

#### **SUBJECT:**

Budget amendment for the Air Quality Management District (District) budget

**DEPARTMENT:** Air Quality Management District

**Supervisorial District No.** : ALL

**DEPARTMENT CONTACT: RICHARD W. SIMON, APCO, DIRECTOR OF RESOURCE** 

MANAGEMENT 225-5789

STAFF REPORT APPROVED BY: Richard Simon, APCO, Director of Resource Management

Vote Required?	General Fund Impact?
4/5 Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Approve a budget amendment increasing appropriations by \$180,000 and increasing revenue by \$200,000 in the Air Quality Management District budget for the purpose of recognizing increased funding received for the Woodstove Replacement Program.

#### **SUMMARY**

N/A

#### **DISCUSSION**

On May 23, 2018 the Shasta County Air Quality Management District entered into a Memorandum of Understanding with CAPCOA to replace uncertified and inefficient woodstoves with cleaner burning devices and was allocated \$125,000 to implement the Program through June 2020. Due to the early success of the program, the District has issued enough woodstove replacement vouchers to exhaust the initial allocation of \$125,000, and on June 26, 2018 the Shasta County Air Quality Management District adopted a resolution to accept additional funds, in the amount of \$75,000, by amendment to the MOU. Total funding of \$200,000.

Of the \$200,000 Revenue; \$20,000 is for the District oversight and administration of the program and \$180,000 is for the payment for woodstove replacements. Due to the timing of when these funds were made available to the District, they were not included in the FY 2018/19 budget process.

#### **ALTERNATIVES**

The Board may choose not to approve this budget amendment, but that is not recommended because the Districts' budget will be over-budget in the affected object code and the woodstove replacement program would stop.

#### **OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Auditors' Office and the County Administrative Office

#### **FINANCING**

This budget amendment will not have a negative impact on the budget. Partial funds (\$112,500) for this program have already been received and are held in the Air District Unearned Account.

#### ATTACHMENTS:

Description	Upload Date	Description
BUDGET AMENDMENT FORM	7/6/2018	BUDGET AMENDMENT FORM
AUD MEMO	7/6/2018	AUD MEMO

County of Shasta

**Budget Amendment** 

Air Quality Management District (00373)

Department Name & Fund No.

#### **Appropriations**

Increase < Decrease >

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00373	035755	0	180,000	180,000
Total				180,000

#### Revenue

Increase < Decrease >

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
				222
00373	549189	30,000	230,000	200,000
Total				200,000

#### MEMORANDUM

#### SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT 1855 Placer Street, Redding, CA 96001

**Environmental Health** Suite 201

Administration Suite 200

Air Quality Management Suite 101

225-5787

225-5789

225-5674

Planning Division

Suite 103 225-5532 Community Education Section

Suite 200 225-5789 **Building Division** 

Suite 102 225-5761

TO:

Brian Muir, Auditor-Controller

Auditor-Controller's Office

FROM:

Richard W. Simon, Director of Resource Management

DATE:

July 5, 2018

SUBJECT:

**BUDGET AMENDMENT** 

Attached is the budget amendment for Air Quality Management District, Budget Unit 00373 requesting an increase in appropriations in special department expense account of \$180,000.00 and increasing revenue in the State Air Resources Board account (549189) of \$200,000.00. The purpose is to budget the revenue and expenses for the Woodstove Change-out Program approved by the Board on June 26, 2018.

This item is going to the Shasta County Air Pollution Control Board on July 17, 2018.

If you have any questions, please contact Ronni at ext 5404.

Attachment

RS/r

#### REPORT TO SHASTA COUNTY AIR POLLUTION CONTROL BOARD

**BOARD MEETING DATE:** July 17, 2018

**CATEGORY:** CONSENT - RESOURCE MANAGEMENT-5.

#### **SUBJECT:**

Capital asset budget amendment and agreement between California Air Pollution Control Officers Association (CAPCOA) and Shasta County Air Quality Management District for grant funding to purchase new MetOne PM2.5 Monitor.

**DEPARTMENT:** Air Quality Management District

Supervisorial District No.: ALL

**DEPARTMENT CONTACT:** RICHARD W. SIMON, APCO, DIRECTOR OF RESOURCE MANAGEMENT 225-5789

**STAFF REPORT APPROVED BY:** RICHARD W. SIMON, APCO, DIRECTOR OF RESOURCE MANAGEMENT

Vote Required?	General Fund Impact?
4/5 Vote Required	No General Fund Impact

#### **RECOMMENDATION**

Take the following actions: (1) Authorize the Shasta County Air Pollution Control Officer (APCO) to sign the attached Sub-Recipient Agreement with the California Air Pollution Control Officers Association (CAPCOA) for receiving EPA PM2.5 Grant Funds through CAPCOA; and (2) approve a budget amendment increasing state grant revenues by \$14,526 and increase appropriations by \$14,526 for the purchase of a new MetOne BAM 1022 PM2.5 monitor.

#### **SUMMARY**

N/A

#### **DISCUSSION**

The Air Quality Management District currently operates a MetOne BAM 1020 PM 2.5 monitor that is over 10 years old. According to MetOne the Unit and its hardware are no longer supported, and repairs to this unit may not be possible. CAPCOA has offered the Shasta County Air Quality Management District (District) EPA PM2.5 Grant funds for the purchase of a new MetOne BAM 1022 PM 2.5 Monitor at \$14,526 as quoted by MetOne.

#### **ALTERNATIVES**

Air Pollution Control Board Regular Meeting - July 17, 2018

The Board may choose not to approve this budget amendment, but that is not recommended because the District's monitoring equipment is in need of replacement.

#### **OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Counsels' Office, County Auditors' Office and the County Administrative Office. Risk Management approves the grant agreement as written.

#### **FINANCING**

This budget amendment will have a zero net effect on the FY 2018/19 budget.

#### ATTACHMENTS:

Description	Upload Date	Description
AUD MEMO & AMEND WORKSHEET	7/6/2018	AUD MEMO & AMEND WORKSHEET
CAPCOA AGREEMENT	7/6/2018	CAPCOA AGREEMENT
QUOTE PM2.5 MONITOR	7/6/2018	QUOTE PM2.5 MONITOR

#### **MEMORANDUM**

## SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT 1855 Placer Street, Redding, CA 96001

Environmental Health

Suite 201 225-5787 Administration
Suite 200
225-5789

Air Quality Management Suite 101 225-5674

Planning Division

Suite 103 225-5532 Community Education Section
Suite 200

Suite 200 225-5789

Building Division
Suite 102
225-5761

TO:

Brian Muir, Auditor-Controller

Auditor-Controller's Office

FROM:

Richard W. Simon, Director of Resource Management

DATE:

July 6, 2018

SUBJECT:

BUDGET AMENDMENT, CAPITAL ASSET ITEM

Attached is the budget amendment for Air Quality Management District, Budget Unit 00373 requesting an increase in appropriations in the capital asset object code of \$14,526.00 and increasing revenue in the State Air State Air Pollution grant account (545500) of \$14,526.00. The purpose is to budget the revenue and expenses for the District to accept grant funds for the purchase of a new MetOne PM2.5 Monitor.

This item is going to the Shasta County Air Pollution Control Board on July 17, 2018.

If you have any questions, please contact Ronni at ext 5404.

Attachment

RS/r

County of Shasta

**Budget Amendment** 

Air Quality Management District (00373)

Department Name & Fund No.

#### **Appropriations**

Increase < Decrease >

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00373	065XXX	0	14,526	14,526
Total				14,526

#### Revenue

Increase < Decrease >

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00373	545500	60,000	74,526	14,526
2				
Total				14,526



#### Sub-Recipient Agreement For Receiving EPA PM2.5 Grant Funds Through CAPCOA

Receiving District: Shasta County Air Quality Management District

District DUNS Number: 787378819 Funding Award: \$14,526

**Description of the equipment purchase:** The Shasta County Air Quality Management District currently operates a MetOne BAM 1020 PM 2.5 Monitor in Anderson, CA. This Monitor is over 10 years old and has recently undergone repairs. Accounding to MetOne the Unit is an early production model with hardware that is no longer supported. If this Hardware should malfunction, repairs may not be possible.

PM 2.5 monitoring is an important program in Shasta County. The information generated is Used to protect the public, monitor wildfire smoke and provide information for the agricultural burning program.

Shasta County AQMD proposes to purchase a new MetOne BAM 1022 to continue this Valuable service to the residents of Shasta County as well as the Sacramento Valley Air Basin. Please see the attached Quaote from MetOne Instruments.

**Documented Expenditure of Funds.** The District agrees to either (1) establish a system of specific internal expenditure account codes and source materials to document full utilization of the funds; or (2) absent such a system, and as an acceptable alternative, present, upon specific request by CAPCOA or EPA, a defensible statement supported by calculations, documented assumptions, and reference data which demonstrates that District costs clearly exceeded the amount of the grant support. In the final annual report to CAPCOA, the District shall certify that their costs exceeded the actual grant amount, or shall return any unexpended funds to CAPCOA.

<u>Uniform Administrative Requirements.</u> The Office of Management and Budget's (OMB) Uniform Administrative Requirements (also referred to as the Uniform Guidance) includes new rules for subrecipient monitoring. As of 2014 These rules include requesting a DUNS number from each subrecipient.

**Annual Reports.** The District agrees to provide CAPCOA with an annual report documenting the utilization of those funds for their intended purpose. The report shall be submitted to CAPCOA on or before July 31, 2018.

Print Name	Title	
Signature	Date	



Central Region Service Center 3206 Main St., Suite 106 Rowlett, Texas 75088

Voice Fax

(972) 412-4715 (972) 412-4716

Shasta County AQMD CHRISTINA HART 1855 Placer Street

Suite 101 Redding

Ph 530-225-5236

USA

CA 96001

Fx 530-225-5237

Quotation # 20597

Quotation Firm: 90 Days

Rev: Date: 5/22/2018

Terms: Net 30

Ship Date: 4-6 WEEKS, ARO EXW: Factory EXW

Documentation & Handling Yes

Please Reference Quote Number 20597 On Document When Ordering

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Line	Qty	Item#	Description	Price	Disc Price	Disc%	Extensior
1			QUOTE FOR BAM 1022 SYSTEM		***************************************		
2							
3	1	BAM 1022-120	BETA ATTENUATION PARTICULATE MONITOR, PM2.5	18,950.00	17,055.00	10%	17,055.00
4	1	BX-141	BAM 1022 110 VAC MEDO PUMP BOX				0.00
5	-1	BX-808	PM 2.5 VERY SHARP-CUT CYCLONE, 16.7LPM	1,425.00	1,282.50	10%	-1,282.50
6	-1	BX-802	PM-10 SAMPLING INLET	1,385.00	1,246.50	10%	-1,246.50
7	1	LOT	MANUALS & CALIBRATION CERTIFICATES	0.00			0.00

Quote By:

Sky Patton

Total:(US\$)

14,526.00