




Agenda Date: June 20, 2019
Agenda Placement: Regular
Estimated Time: 15 minutes
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Kaitlin McNally, Compliance Division Manager (805-961-8855)

SUBJECT: Prescribed Burn Program Grants

RECOMMENDATION:

1. Receive a report on the District's efforts related to prescribed burning; the California Air Resources Board (CARB) Prescribed Burn Reporting and Monitoring Support Program, and the CARB Prescribed Burn Air Monitoring Equipment Cache Storage Program;
2. Adopt the attached Resolutions authorizing the District's participation in these two Programs; and
3. Approve, ratify, and authorize the Air Pollution Control Officer to enter into the two following grant agreements with CARB:
 - a. A grant in the amount of \$25,000 to implement the Prescribed Burn Reporting and Monitoring Support Program for a term from June 1, 2019 to June 30, 2021; and
 - b. A grant in the amount of \$30,000 to implement the Prescribed Burn Air Monitoring Equipment Cache Storage Program for a term from June 1, 2019 to June 30, 2021.

Aeron Arlin Genet, Air Pollution Control Officer

BACKGROUND:

California Senate Bill (SB) 1260 was enacted in September 2018 and requires CARB, in coordination with local air pollution control districts, to develop and fund an enhanced prescribed burn program including air quality and smoke monitoring and a public awareness campaign.

Prescribed burning is the planned application of fire to vegetation to achieve specific objectives (e.g. safety, land management, or resource management). The burns are administered by land managers including federal, state, local, or private entities. Throughout our region, the primary land managers include the Santa Barbara County Fire Department and the United States Forest Service. The main goal of prescribed burns is to reduce the risk and impacts of wildfires. Prescribed burns emit smoke which contains reactive organic compounds, nitrogen oxides, particulate matter, greenhouse gases including short-lived climate pollutants such as black carbon, and other pollutants.

In response to increasingly severe fire seasons in recent years, measures are being taken throughout California to increase the use of prescribed burning to reduce the naturally occurring buildup of vegetative fuels, thereby reducing the risk and severity of wildfires. While prescribed burning inherently creates smoke, the smoke from prescribed burning can be minimized, monitored, and managed so that the air quality and health impacts are greatly reduced as compared to wildfires. By reducing the threat of wildfires and better managing the conditions under which fuel is burned, prescribed burning can have significant air quality and public health benefits.

DISCUSSION:

CARB has identified funding as part of the “California Climate Investments” (CCI) program for the following grant programs associated with the prescribed burn activities called for under SB 1260:

1. Prescribed Burn Reporting and Monitoring Support Program to provide resources to air pollution control districts for enhanced smoke management programs; and
2. Prescribed Burn Air Monitoring Equipment Cache Storage Program to provide resources to air pollution control districts to create and maintain equipment storage caches for air monitoring equipment which will be used to measure emissions from prescribed fires.

In addition to these grants, funding will be made available, on a cost reimbursement basis, through the California Air Pollution Control Officers Association (CAPCOA) for the staffing costs associated with deployment of portable monitoring devices during local prescribed burn activities as well as training secured by District staff.

The District is already involved in activities related to these programs, and participation in these CARB grant programs will enhance our efforts moving forward.

Prescribed Burn Reporting and Monitoring Support Program

The District currently implements a successful, unfunded, Smoke Management Program for prescribed burning¹. As part of this program, a smoke management plan is required to be submitted by the land manager, and is reviewed and approved by the District for each prescribed burn. Smoke management plans ensure minimal adverse effects on public health from smoke associated with prescribed burning. The District uses CARB's Prescribed Fire Information Reporting System (PFIRS) to track prescribed burns and data is reported annually to CARB. The District also deploys portable particulate matter monitoring equipment during prescribed burns when they have the potential to impact nearby communities. During prescribed burns, air quality data from these devices is posted to the District's website.

To inform the community of upcoming prescribed burns, the District implements a two-step public outreach process:

1. A news release is issued a few weeks before the prescribed burn, to inform the public of the "burn window" and details.
2. Another media release is issued shortly before the burn, to inform the public of the specific date(s) the burn will occur.

Based on these practices, the District is well positioned to implement the project elements defined in CARB's Prescribed Burn Reporting and Monitoring Support Program. These project elements include quarterly reporting of prescribed fire activity, air monitoring of prescribed fires, improved public outreach regarding prescribed fires, and resources for district staff to attend regional training sessions on different elements of the State's smoke management program.

Prescribed Burn Air Monitoring Equipment Cache Storage Program

Portable particulate monitoring equipment are effective, accurate, and easy to operate for short-term events. This equipment is used to identify air quality impacts, assess the level of particulate matter the public is experiencing, determine adverse health effects to the community's population, and make decisions about how to minimize these impacts. Also, portable particulate monitors offer rapid deployment and real-time data reporting. They can be set up to measure inhalable particles less than 10 microns in diameter (PM10) or less than 2.5 microns in diameter (PM2.5) and provide readings that can be used to update Air Quality Index information on the web.

The District currently owns a portable particulate monitor that is deployed at prescribed burns in the County. The District has also successfully stored and loaned-out state-supplied portable particulate monitoring equipment when needed during wildfire events. The District is well

¹ For more information, see District Rule 401. Agricultural and Prescribed Burning: www.ourair.org/wp-content/uploads/rule401.pdf.

positioned, with knowledgeable and experienced air monitoring staff and equipment storage space, to function as a regional cache.

CARB has acquired air monitoring equipment, consisting primarily of portable particulate monitors and related testing and calibration equipment, and requires the use of caches at various strategic locations so that agencies may access the equipment. This will ensure that agencies throughout the state that are implementing prescribed burn programs will have ready access to properly functioning air monitoring equipment in order to inform the public and protect public health during prescribed burns.

The District's role in the CARB Prescribed Burn Air Monitoring Equipment Cache Storage Program will include storage and maintenance of air monitoring equipment at a cache facility, training on cache use and procedures, and providing access to equipment when needed for a burn event. This includes managing and maintaining the cache facility, timely updates to the cache database to reflect current resource status, notifying CARB when equipment and supplies are damaged or depleted, coordinating delivery or shipment of instruments, and generating status, progress and reimbursement reports.

FISCAL IMPACT:

Approval of the District's participation in CARB's Prescribed Burn Reporting and Monitoring Support Program and Prescribed Burn Air Monitoring Equipment Cache Storage Program will allow the District to receive up to \$55,000 in grant funding during the Fiscal Year 2019-20. This funding will be available to cover the District's administrative work to implement the enhanced smoke management program and store the portable particulate monitoring equipment used for prescribed burns. In addition to these grants, funding will be made available, on a cost reimbursement basis, through CAPCOA for the staffing costs associated with deployment of portable monitoring devices during local prescribed burn activities as well as training secured by District staff. The District is not required to provide any local matching funds to receive these CARB funds. CARB requires that the Prescribed Burn Program grant funds be expended by June 30, 2021. The Prescribed Burn Program grant funds are included in the District's proposed final budget for Fiscal Year 2019-20. To meet CARB's deadline and ensure funds were encumbered for the District within this fiscal year, the District signed the grant cover sheets on May 15, 2019 indicating the District's intent to receive the funds, contingent upon District Board approval at the June 20, 2019 Board meeting.

ATTACHMENTS:

- A. Board Resolution – Prescribed Burn Air Monitoring Equipment Cache Storage Program
 - 1. Grant Agreement Provisions
- B. Board Resolution – Prescribed Burn Reporting and Monitoring Support Program
 - 1. Grant Agreement Provisions

ATTACHMENT A

Resolution Prescribed Burn Air Monitoring Equipment Cache Storage Program

June 20, 2019

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT**

IN THE MATTER OF DISTRICT
PARTICIPATION IN THE CALIFORNIA
AIR RESOURCES BOARD'S
PRESCRIBED BURN AIR MONITORING
EQUIPMENT CACHE STORAGE
PROGRAM

APCD RESOLUTION NO. _____

RECITALS

WHEREAS, the Santa Barbara County Air Pollution Control District (District) is an agency with the mission to protect the people and the environment of Santa Barbara County from the effects of air pollution; and

WHEREAS, pursuant to California Senate Bill 1260 enacted in September 2018, and in the interest of public health and safety, agencies within the State of California are actively collaborating to develop an effective prescribed burning program; and

WHEREAS, prescribed burning is the planned application of fire to vegetation to achieve any specific objective on lands selected in advance of that application; and

WHEREAS, prescribed burns emit smoke which contains reactive organic compounds, nitrogen oxides, particulate matter, greenhouse gases including short-lived climate pollutants such as black carbon, and other pollutants; and

WHEREAS, the smoke from prescribed burning can be minimized, monitored, and managed so that the air quality and health impacts are greatly reduced as compared to wildfires; and

WHEREAS, by reducing the threat of wildfires and better managing the conditions under which fuel is burned, prescribed burning can have significant air quality and public health benefits; and

APCD RESOLUTION IN THE MATTER OF DISTRICT PARTICIPATION IN
THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN AIR
MONITORING EQUIPMENT CACHE STORAGE PROGRAM

WHEREAS, agencies throughout the state that are implementing prescribed burn programs will need ready access to properly functioning air monitoring equipment in order to inform the public and protect public health during the prescribed burns; and

WHEREAS, the California Air Resources Board has acquired air monitoring equipment, consisting primarily of portable particulate monitoring equipment, and related testing and calibration equipment, and requires the use of caches at various strategic locations so that agencies may access to the equipment; and

WHEREAS, the District is well positioned, with knowledgeable air monitoring staff and equipment storage space, to function as a regional cache; and

WHEREAS, the California Air Resources Board has identified funding as part of the "California Climate Investments" (CCI) program for a Prescribed Burn Air Monitoring Equipment Cache Storage Program to provide the necessary tools to protect public health during the prescribed burn activities called for under Senate Bill 1260; and

WHEREAS, the California Air Resources Board has identified an initial allocation of \$30,000 for a grant agreement with the District, and additional funds may be made available for the first year or for future years; and

WHEREAS, the District is not required to provide matching funds to accept funds from the Prescribed Burn Air Monitoring Equipment Cache Storage Program, and the grant program funds are intended to cover the District's implementation costs; and

WHEREAS, funding for the Prescribed Burn Air Monitoring Equipment Cache Storage Program are included in the District's proposed final budget for Fiscal Year 2019-20.

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The District Board hereby approves the District's participation in and acceptance of funds in the amount of \$30,000 for the California Air Resources Board's Prescribed Burn Air Monitoring Equipment Cache Storage Program.

APCD RESOLUTION IN THE MATTER OF DISTRICT PARTICIPATION IN
THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN AIR
MONITORING EQUIPMENT CACHE STORAGE PROGRAM

2. The District Board hereby delegates authority to the Air Pollution Control Officer to enter into a grant agreement with the California Air Resources Board for the Prescribed Burn Air Monitoring Equipment Cache Storage Program, and all other necessary documents to implement and carry out the purposes of this resolution. The grant terms and conditions are included as Attachment 1 to this resolution.

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APCD RESOLUTION IN THE MATTER OF DISTRICT PARTICIPATION IN
THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN AIR
MONITORING EQUIPMENT CACHE STORAGE PROGRAM

PASSED, APPROVED AND ADOPTED by the Air Pollution Control District Board of
the Santa Barbara County, State of California, this 20th day of June, 2019, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST:

AERON ARLIN GENET
Clerk of the Board

By _____
Deputy

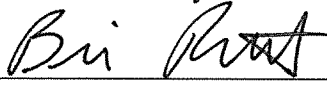
SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

By _____
Chair

Date _____


APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By 
Deputy

APPROVED AS TO FORM:

BETSY M. SCHAEFFER, CPA
Auditor-Controller

By 
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
Risk Manager

By 
Risk Manager

ORIGINAL

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Prescribed Burn Air Monitoring Equipment Cache Storage Program		GRANT NUMBER G18-PBES-04
GRANTEE NAME Santa Barbara County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0384167	TOTAL GRANT AMOUNT NOT TO EXCEED \$30,000.00	
FISCAL GRANT TERM FROM: June 1, 2019	TO: June 30, 2021	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: June 1, 2019	TO: June 30, 2021	

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, Air Resources Board (CARB) and Santa Barbara County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions

- Attachment I – Work Tasks and Project Elements

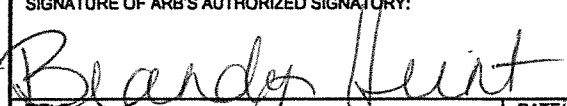
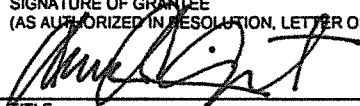
Exhibit B – Work Statement

- Attachment I – Budget Summary
- Attachment II – Project Schedule

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.

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) Santa Barbara County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Contracts, Procurement, and Grants Branch Chief, ASD	DATE 5/16/19	TITLE Air Pollution Control Officer	DATE 15 May 19
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 260 North San Antonio Road, Suite A, Santa Barbara, CA 93110	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$30,000.00	PROGRAM 3510000D32	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund	FUND NO. 3228	
TOTAL AMOUNT ENCUMBERED TO DATE \$30,000.00	(OPTIONAL USE)	FISCAL SUPPLIER ID 1105	CHAPTER 3029
APPR REF 601	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39007100	SERVICE LOCATION 54201
		FISCAL YEAR (ENV) 2018	

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE: 	DATE 5/8/19
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I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

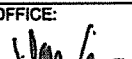
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: 	DATE 5/9/19
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EXHIBIT A

Grant Agreement Provisions

- A. The parties agree to comply with the requirements and conditions contained herein.
- B. The Prescribed Burn Air Monitoring Equipment Cache Storage Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.
1. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.
 2. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



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



4. 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.

C. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Grant Funding Amount: **\$30,000**

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

D. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from CARB to the Santa Barbara County Air Pollution Control 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 Ahmed Mehadi. Correspondence regarding this project must be directed to:

Ahmed Mehadi, Air Pollution Specialist
Incident Air Monitoring Section
Community Air Monitoring Branch
California Air Resources Board
1927 13th Street
Sacramento CA 95811

3. The Grantee Liaison is Aeron Arlin Genet. Correspondence regarding this project must be directed to:

Aeron Arlin Genet, Air Pollution Control Officer
Santa Barbara County Air Pollution Control District
260 N. San Antonio Rd, Suite A
Santa Barbara, CA 93110

E. GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

F. 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 E of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to CARB for their review and approval. The draft Final Report must be submitted to CARB no later than January 31, 2021. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, 2021.
3. The Grantee must submit a Final Report to CARB for their review and approval. The Final Report must be submitted to CARB within thirty (30) days of project completion but no later than March 31, 2021.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

G. SCOPE OF WORK

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

1. CARB is responsible for the following:

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

2. The Grantee is responsible for the following:

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

- a. Participating in a project kick-off meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds; and
- e. Submitting quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

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

4. Project Kick-off and Ongoing Coordination

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

5. Progress Reports

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

6. Final Report

The Grantee must submit a draft Final Report by January 31, 2021, and a Final Report by March 31, 2021 to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

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

H. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to **\$30,000**. 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 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.

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 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 that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and 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 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.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 calendar days following the end date of this Grant Agreement term on June 30, 2021 or the reversion date of the appropriation whichever comes first.

3. Grant Disbursements

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

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

4. Suspension of Payments and Grant Agreement Termination

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

including, the termination date and following the requirements specified herein and in Section I of these provisions.

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

5. Contingency Provision

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

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹; 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:
 - 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

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

- 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.
- c. The above documentation must be provided to CARB in the Final Report.

I. PROJECT MONITORING

1. Technical Monitoring

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

J. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB. A Final Report must be submitted after all project funds have been expended. As specified in Sections G.5 and G.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.

K. 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.

L. 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.

M. 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:** Unless CARB issues a grant suspension order under Section H.4 of this Agreement, the parties must continue with their 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 solely for the purposes of CARB's enforcement 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 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 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 H.4 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 A, ATTACHMENT I

Work Tasks and Project Elements

1. Grantee will participate in a project kickoff meeting with CARB. The kickoff meeting is intended to be held in June 2019.
2. Grantee will coordinate with the CARB Project Liaison on identifying cache locations to store, manage and facilitate access to air quality monitoring equipment when required by an event, and oversee the cache centers to ensure adequate equipment and supplies are available for users, and assist users accessing resources from the cache. Funding for the management of these resources is covered under this grant. For each equipment cache, grantee is responsible for the following:
 - i. General: The cache location should be maintained as a safe work environment, free from serious recognized hazards and comply with standards, rules and regulations. Grantee shall:
 1. Maintain safe storage of equipment;
 2. Maintain safe working spaces with accessible electrical power;
 3. Immediately report any damage to the instrument during storage to the CARB Project Liaison;
 4. Ensure the equipment is used only for intended purposes; and
 5. Maintain a clean and organized equipment cache storage facility.
 - ii. Equipment and Cache Dimensions: Each cache location is required to have sufficient space to store the equipment and have enough space to allow for movement of resources. The number and type of equipment or accessory is described below, along with total dimensions of required footprint.
 1. The total footprint to store the following equipment is 400 square feet, which includes an 80 square foot area for movement of equipment.
 2. 10x EBAMs housed in protective deployment cases: (25L" x 18W" x 32H" space per piece of equipment required).
 3. 10x data transmitters housed in protective deployment cases: (21L" x 13W" x 32H" space per piece of equipment required).
 4. 10x tripod stands: (66L" x 8W" x 6H" space per piece of equipment required).
 5. 10x 100 foot/12 gauge extension cords: (48L" x 4H" space per piece of equipment required).

6. 2x DeltaCal calibrators housed in protective deployment cases: (17L" x 7W" x 7H" total space per piece of equipment required).
7. Equipment, tools and cleaning supplies: (17L" x 7W" x 12H" total space required).
8. Access to electrical power outlets.
9. Potential research equipment could be temporarily stored in the cache if space is available.

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

1. Be responsible for cache, management and maintenance of the cache facility;
 2. Assess site safety and security and maintain general safety and integrity of facility or site;
 3. Ensure there is organized and adequate storage of equipment;
 4. Ensure that all equipment is present, contact the CARB Project Liaison or prior user if components and/or equipment are missing;
 5. Notify the CARB Project Liaison when equipment in cache is becoming depleted and/or requires repair;
 6. Inform the CARB Project Liaison of any supplies and/or materials which need replenishment;
 7. Update the cache database on a timely basis to reflect current resource status;
 8. Arrange delivery, receiving and/or shipment of instruments to other caches and air districts when requested through coordination with the CARB Project Liaison;
 9. Arrange packaging and shipment of equipment to and from CARB when necessary/requested; and
 10. Coordinate scheduling of periodic visits to the cache center with the CARB Project Liaison to evaluate equipment and the facility.
3. Grantee will ensure the cache is reasonably accessible by appointment to users who would like to access equipment from the cache.
4. Grantee will keep records of the stock, movement and operational condition of resources and provide this information quarterly to the CARB Project Liaison for collection and preparation of a comprehensive quarterly progress report. This information shall include the following:

- i. Agency and contact of individual requesting and accessing equipment;
 - ii. Type and amount of equipment requested;
 - iii. Information identifying specific project(s) the equipment supported;
 - iv. Date and time equipment was taken from cache and date and time of return of the equipment; and
 - v. Serial number, type and description of malfunctioning equipment and/or product.
5. Grantee will coordinate with CARB on the preparation of comprehensive, draft final and final reports covering the entire grant period.

EXHIBIT B

Work Statement

Budget Summary (Attachment I)
Project Schedule (Attachment II)

EXHIBIT B, ATTACHMENT I

Budget Summary

Grantee: Santa Barbara County Air Pollution Control District

Grant Agreement No.: G18-PBES-04

Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Total Costs & Funding

Project Funds	\$27,000
Administrative Costs	\$3,000
Total Costs	\$30,000

EXHIBIT B, ATTACHMENT II

Project Schedule

Grantee: Santa Barbara County Air Pollution Control District

Grant Agreement No.: G18-PBES-04

Project: Prescribed Burn Air Monitoring Equipment Cache Storage Program

Work Task	Timeline
Participation in the grant kickoff meeting.	June 2019
Be responsible for cache, management of cache facility and cache resources.	Ongoing
Assess site safety and maintain general safety and integrity of facility.	Ongoing
Coordinate with CARB on available training on the equipment cache program and resource management process.	Quarterly
Ensure all personnel participating in the program are familiar with the cache program and resource management procedures.	Ongoing
Coordinate user access to cache equipment, or when appropriate, coordinate freight delivery logistics with the CARB Project Liaison.	Ongoing
Coordinate with CARB on the submission of comprehensive quarterly reports describing progress made in meeting the objectives of this grant.	Quarterly
Coordinate with CARB on the preparation of a draft final report and final report.	January 31, 2021 (draft final report) and March 31, 2021 (final report)

ATTACHMENT B

Resolution Prescribed Burn Reporting and Monitoring Support Program

June 20, 2019

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT**

IN THE MATTER OF DISTRICT
PARTICIPATION IN THE CALIFORNIA
AIR RESOURCES BOARD'S
PRESCRIBED BURN REPORTING AND
MONITORING SUPPORT PROGRAM

APCD RESOLUTION NO. _____

RECITALS

WHEREAS, the Santa Barbara County Air Pollution Control District (District)'s mission is to protect the people and the environment of Santa Barbara County from the effects of air pollution; and

WHEREAS, pursuant to California Senate Bill (SB) 1260 enacted in September 2018, and in the interest of public health and safety, agencies within the State of California are actively collaborating to develop an effective prescribed burning program; and

WHEREAS, prescribed burning is the planned application of fire to vegetation to achieve any specific objective on lands selected in advance of that application; and

WHEREAS, prescribed burns emit smoke which contains reactive organic compounds, nitrogen oxides, particulate matter, greenhouse gases including short-lived climate pollutants such as black carbon, and other pollutants; and

WHEREAS, the smoke from prescribed burning can be minimized, monitored, and managed so that the air quality and health impacts are greatly reduced as compared to wildfires; and

WHEREAS, by reducing the threat of wildfires and better managing the conditions under which fuel is burned, prescribed burning can have significant air quality and public health benefits; and

APCD RESOLUTION IN THE MATTER OF DISTRICT PARTICIPATION IN
THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN
REPORTING AND MONITORING SUPPORT PROGRAM

WHEREAS, the District implements a successful smoke management program for prescribed burn activities which includes reporting of prescribed fire activity in our region, air monitoring of prescribed fires, and public outreach regarding prescribed fires; and

WHEREAS, the California Air Resources Board (CARB) has identified funding as part of the "California Climate Investments" (CCI) program for a Prescribed Burn Reporting and Monitoring Support Program to provide resources to air pollution control districts for enhanced smoke management programs for prescribed burn activities called for under SB 1260; and

WHEREAS, CARB has identified an initial allocation of \$25,000 for a grant agreement with the District, and additional funds may be made available for the first year or for future years; and

WHEREAS, the District is not required to provide matching funds to accept funds from the Prescribed Burn Monitoring and Reporting Support Program, and the grant program funds are intended to cover the District's administrative work and implementation costs; and

WHEREAS, funding for the Prescribed Burn Reporting and Monitoring Support Program is included in the Proposed Final District Budget for Fiscal Year 2019-2020; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The District Board hereby approves the District's participation in and acceptance of funds in the amount of \$25,000 for the Prescribed Burn Reporting and Monitoring Support Program.
2. The District Board hereby delegates authority to the Air Pollution Control Officer to enter into a grant agreement with the California Air Resources Board for the Prescribed Burn Reporting and Monitoring Support Program, and all other necessary documents to implement and carry out the purposes of this resolution. The grant terms and conditions are included as Attachment 1 to this resolution.

//

APCD RESOLUTION IN THE MATTER OF DISTRICT PARTICIPATION IN
THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN
REPORTING AND MONITORING SUPPORT PROGRAM

//

APCD RESOLUTION IN THE MATTER OF DISTRICT PARTICIPATION IN
THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN
REPORTING AND MONITORING SUPPORT PROGRAM

PASSED, APPROVED AND ADOPTED by the Air Pollution Control District Board of
the Santa Barbara County, State of California, this ____ day of _____, _____, by the
following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST:

AERON ARLIN GENET
Clerk of the Board

By _____
Deputy

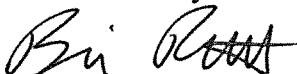
SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

By _____
Chair

Date _____

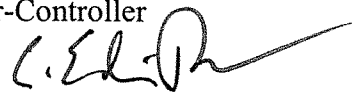
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By 
Deputy

APPROVED AS TO FORM:

BETSY M. SHAFFER, CPA
Auditor-Controller

By 
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
Risk Manager

By 
Risk Manager

ORIGINAL

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Prescribed Burn Reporting and Monitoring Support Program		GRANT NUMBER G18-PBRM-27
GRANTEE NAME Santa Barbara County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0384167	TOTAL GRANT AMOUNT NOT TO EXCEED \$25,000.00	
FISCAL GRANT TERM FROM: June 1, 2019	TO: June 30, 2021	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: June 1, 2019	TO: June 30, 2021	

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, Air Resources Board (CARB) and Santa Barbara County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions

- Attachment I – Work Tasks and Project Elements

Exhibit B – Work Statement

- Attachment I – Budget Summary
- Attachment II – Project Schedule

Grant is contingent on CARB receipt of a Board Resolution or Minute Order prior to funds being disbursed to Grantee.

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.

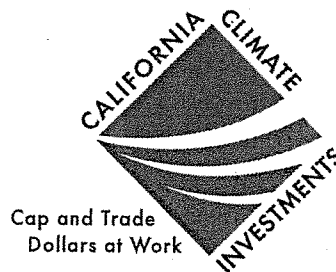
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Santa Barbara County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Contracts, Procurement, and Grants Branch Chief, ASD	DATE 5/6/19	TITLE Air Pollution Control Officer	DATE 15 May 19
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 260 North San Antonio Road, Suite A, Santa Barbara, CA 93110	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$25,000.00	PROGRAM 3510000D32	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$25,000.00	(OPTIONAL USE)	FISCAL SUPPLIER ID 1105	CHAPTER 3029
APPR REF 601	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39007100	STATUTE 2018
SERVICE LOCATION 54201		FISCAL YEAR (ENY) 2018	
I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE: 		DATE 5/8/19	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: 		DATE 5/9/19	

EXHIBIT A

Grant Agreement Provisions

- A. The parties agree to comply with the requirements and conditions contained herein.
- B. The Prescribed Burn Reporting and Monitoring Support Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.
1. Grantee agrees to acknowledge the California Climate Investments program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.
 2. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Emission Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



3. 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.



4. 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.

C. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: **\$25,000**

This grant is intended to provide resources to air pollution control districts for an enhanced smoke management program. This includes enhanced reporting of prescribed fire activity in their regions, air monitoring of prescribed fires, improved public outreach regarding prescribed fires, and resources for district staff to attend regional training sessions on different elements of the State's smoke management program.

D. 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 Santa Barbara County Air Pollution Control 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 John DaMassa. Correspondence regarding this project must be directed to:

John DaMassa, Chief
Modeling and Meteorology Branch
Air Quality Planning and Science Division
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812

3. The Grantee Liaison is Kaitlin McNally. Correspondence regarding this project must be directed to:

Kaitlin McNally
Santa Barbara County Air Pollution Control District
260 North San Antonio Road, Suite A
Santa Barbara, California 93110-1315

E. GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB; however, the Grantee may not perform work under this Grant Agreement, and no funding will be disbursed until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB.

F. 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 E 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 their review and approval. CAPCOA will prepare a comprehensive draft Final Report for submission to CARB no later than January 31, 2021. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, 2021.
3. The Grantee must submit a Final Report to CAPCOA for their review and approval. CAPCOA will prepare a comprehensive Final Report for submission to CARB within thirty (30) days of project completion but no later than March 31, 2021.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

G. SCOPE OF WORK

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

1. CARB is responsible for the following:

- a. Participating in a project kick-off meeting or conference call coordinated by CAPCOA, and ongoing coordination with the Grantee 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 a project kick-off meeting or conference call;
- b. Ensuring that all project tasks are completed during the period of this grant;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds; and
- e. Coordinating with CAPCOA on the submission of quarterly progress reports, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. Project Development and Implementation

The Grantee's Scope of Work also includes the tasks and project elements described in Attachment I.

4. Project Kick-off and Ongoing Coordination

Grantee will participate in a kickoff meeting with similar grantees, CAPCOA and CARB. This meeting will be coordinated by CAPCOA, will take place at the onset of the grant, 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 January 31, 2021, and a comprehensive Final Report by March 31, 2021. 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.

H. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to **\$25,000**. 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 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.

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 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 that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and 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 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.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2021 or the reversion date of the appropriation.

3. Grant Disbursements

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

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

4. Suspension of Payments and Grant Agreement Termination

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

Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.

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

5. Contingency Provision

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

6. Documentation of Use of Project Funds

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

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

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.
- c. The above documentation must be provided to CARB in the Final Report.

I. 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.

J. 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 G.5 and G.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.

K. 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 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.

L. 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.

M. 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:** Unless CARB issues a grant suspension order under Section H.4 of this Agreement, the parties must continue with their 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 solely for the purposes of CARB's enforcement 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 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 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 H.4 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.

Work Tasks and Project Elements

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period, and will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment. **Funding for burns that are monitored is available on a reimbursable basis from CAPCOA.**
2. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
3. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for all prescribed burns in their jurisdiction where feasible. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request. In addition, CAPCOA will be coordinating regional, group training sessions on the use of PFIRS.
4. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
5. Grantee will coordinate with CAPCOA to ensure that all prescribed burn projects in their jurisdiction larger than 10 acres in size or estimated to produce more than one ton of particulate matter, have a smoke management plan as required by 17 CCR Section 80160.
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 (in latitude and longitude where this information exists).
 - c. Type(s) of fuels burned for each prescribed burn.
 - d. Number and locations of prescribed burns monitored during the reporting period.
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

Work Statement

Budget Summary (Attachment I)
Project Schedule (Attachment II)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Santa Barbara County Air Pollution Control District

Grant Agreement No.: G18-PBRM-27

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

Project Funds	\$22,500
Administrative Costs	\$2,500
Total Costs	\$25,000

EXHIBIT B, Attachment II

Project Schedule

Grantee: Santa Barbara County Air Pollution Control District

Grant Agreement No.: G18-PBRM-27

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in a kickoff meeting for this grant.	June 2019
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 the Prescribed Fire Information System (PFIRS), monitor deployment, and smoke modeling. Ensure that all personnel participating in the program are familiar with the procedures for each.	As needed
For a number of prescribed burns to be determined by CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, ensure valid data are being reported during the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Utilize PFIRS for all prescribed burns within the grantee's jurisdiction where feasible.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	January 31, 2021 (draft final report) and March 31, 2021 (final report)