



Agenda Item: E-4  
Agenda Date: May 21, 2020  
Agenda Placement: Admin.  
Estimated Time: N/A  
Continued Item: No

## Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Alex Economou, Air Quality Specialist, Planning Division, (805) 961-8894

SUBJECT: AB 197 Emission Inventory District Grant Program

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### RECOMMENDATION:

That the Board:

1. Adopt the attached Resolution authorizing the District's continued participation in the California Air Resources Board's (CARB) AB 197 Emission Inventory District Grant Program;
2. Delegate authority to the Air Pollution Control Officer to sign AB 197 grant agreements with CARB, in future years, for an amount not to exceed \$100,000 and subject to review and approval by Auditor Controller, District Counsel and Risk Management; and
3. Approve, ratify and authorize the Air Pollution Control Officer to enter into a grant agreement with CARB in the amount of \$12,583 for the AB 197 Emission Inventory District Grant Program from May 1, 2020 to May 1, 2021.

### BACKGROUND:

Each year, the District collects annual throughput data and other operational information from regulated sources in order to assess the air pollutant emissions that are occurring throughout Santa Barbara County. This emission inventory information is used for the District's air quality planning efforts and is reported to CARB annually.

Assembly Bill 197 (E. Garcia) was signed into law in September 2016. This law requires CARB to make emission inventory information publicly available on their website. CARB developed a

Pollution Mapping Tool, accessible from their website<sup>1</sup>, to meet this mandate. Initially, the bill applies to emissions information from large stationary sources; eventually, emissions from smaller sources, mobile sources, and area sources are required as well. The bill requires reporting of greenhouse gases, criteria air pollutants, and toxic air contaminants.

District Board Resolutions 18-09 and 19-09 authorized the District's participation in the first and second years of this grant program, respectively. The grants provided the District with funding to ensure that the air pollution data transmitted to CARB and displayed on their Pollution Mapping Tool was an accurate portrayal of the emissions occurring in Santa Barbara County.

#### **DISCUSSION:**

The District's continued participation in this grant program will provide funding for the District to conduct quality assurance review of reported emissions data, and will assist CARB in meeting the requirements of AB 197. Program tasks will include updating facility information and emissions data for all facilities that were in operation in Santa Barbara County in 2019. This includes emissions of criteria pollutants and toxic air contaminants, as well as location and operational information for each facility. The District's participation in this program will help ensure that Santa Barbara County data displayed on the mapping tool are accurate and are reported in a consistent manner. The grant will require regular progress reports to CARB, and a final report to close out the grant by May 1, 2021.

#### **FISCAL IMPACT:**

Approval of the District's participation in this effort will allow the District to receive an initial allocation of \$12,583 in grant funding during the Fiscal Year 2020-21, to support the work of the District's Emissions Inventory program. Additional funding may also be made available, for the current year or for future years, through an amendment to the grant agreement. On April 15, 2020 the District provided a signed grant cover sheet to CARB staff with a cover letter indicating the District's intent to receive the funds, contingent upon District Board approval at the May 21, 2020 Board meeting.

#### **ATTACHMENT:**

1. District Board Resolution for AB 197 Emission Inventory District Grant Program, including the following attachment:
  - A. Grant Agreement

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<sup>1</sup> [www.arb.ca.gov/ei/tools/pollution\\_map](http://www.arb.ca.gov/ei/tools/pollution_map)

## ATTACHMENT #1

District Board Resolution for  
AB 197 Emission Inventory District Grant Program

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

IN THE MATTER OF CONTINUED  
PARTICIPATION IN THE CALIFORNIA  
AIR RESOURCES BOARD'S AB 197  
EMISSION INVENTORY DISTRICT  
GRANT PROGRAM

APCD RESOLUTION NO. \_\_\_\_\_

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**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**, emissions of criteria pollutants and toxic air contaminants from stationary (point) sources are significant sources of air pollution that affect public health in Santa Barbara County; and

**WHEREAS**, Governor Brown signed into law Assembly Bill 197, which directs the California Air Resources Board to make available, and update at least annually, on its Internet Web site the emissions of greenhouse gases, criteria pollutants, and toxic air contaminants for each facility that reports emissions to the state board and local air districts; and

**WHEREAS**, the California Air Resources Board in 2018 created the AB 197 Emission Inventory District Grant Program (also referred to as the Quality Assurance Review of Point Source Emissions Data Grant Program) to meet the Legislature's objectives under Assembly Bill 197 and assist local air districts in conducting quality assurance review of emission inventory data. District Board Resolution 18-09 approved the District's initial participation in the program; and

**WHEREAS**, the California Air Resources Board proposes an allocation of funds for the District's continued participation in the program. Additional funds may be made available for this year or for future years; and

APCD RESOLUTION IN THE MATTER OF CONTINUED PARTICIPATION  
IN THE CALIFORNIA AIR RESOURCES BOARD'S AB 197 EMISSION  
INVENTORY DISTRICT GRANT PROGRAM

**WHEREAS**, the District successfully implements an emission inventory program for criteria pollutants and toxic air contaminants; and

**WHEREAS**, the District is not required to provide matching funds to accept funds from the AB 197 Emission Inventory District Grant Program, and the grant program funds are intended to cover the District's implementation costs; and

**WHEREAS**, funds for the District's continued participation in the California Air Resources Board's AB 197 Emission Inventory District Grant Program will be included in the District's budget for Fiscal Year 2020-21.

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

1. The District Board hereby approves the District's continued participation in and acceptance of funds in the amount of \$12,583 for the California Air Resources Board's AB 197 Emission Inventory District Grant 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 AB 197 Emission Inventory District Grant Program. The grant agreement is included as Attachment A to this resolution.
3. The District Board hereby delegates authority to the Air Pollution Control Officer to enter grant agreements with the California Air Resources Board for AB 197 Emission Inventory District Grant Program in future years for an amount not to exceed \$100,000 per year and subject to review and approval by Auditor Controller, District Counsel and Risk Management.

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APCD RESOLUTION IN THE MATTER OF CONTINUED PARTICIPATION  
IN THE CALIFORNIA AIR RESOURCES BOARD'S AB 197 EMISSION  
INVENTORY DISTRICT GRANT PROGRAM

**PASSED, APPROVED AND ADOPTED** by the Air Pollution Control District Board of  
the Santa Barbara County, State of California, this 21<sup>st</sup> day of May, 2020, 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   
District Counsel

**APPROVED AS TO FORM:**

BETSY M. SCHAFFER, CPA,  
Auditor-Controller

By   
Deputy

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
Risk Manager

By   
Risk Manager

# ATTACHMENT A

## Grant Agreement

May 21, 2020

Santa Barbara County Air Pollution Control District  
Board of Directors

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

# GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM <b>AB 197 Emission Inventory District Grant</b>		GRANT NUMBER <b>G19-EIDG-27</b>
GRANTEE NAME <b>Santa Barbara County Air Pollution Control District</b>		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>77-0384167</b>	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$12,583.00</b>	
FISCAL GRANT TERM <b>FROM: May 1, 2020</b>	<b>TO: May 1, 2021</b>	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT <b>FROM: May 1, 2020</b>	<b>TO: May 1, 2021</b>	

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

- Exhibit A – Grant Agreement Provisions  
Exhibit B – Work Statement  
Exhibit B, Attachment I – Budget Summary  
Exhibit B, Attachment II – Project Disbursement Schedule  
Exhibit B, Attachment III – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.  
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME <b>California Air Resources Board</b>		GRANTEE'S NAME (PRINT OR TYPE) <b>Santa Barbara County Air Pollution Control District</b>			
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 			
TITLE <b>Administrative Services Branch Chief, CARB</b>	DATE	TITLE <b>Air Pollution Control Officer</b>	DATE <b>4/13/2020</b>		
STATE AGENCY ADDRESS <b>1001 I Street, Sacramento, California 95814</b>		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>260 N. San Antonio Road, Suite A, Santa Barbara, California 93110</b>			
<b>CERTIFICATION OF FUNDING</b>					
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$12,583.00</b>	PROGRAM <b>3510000D32</b>	PROJECT <b>N/A</b>		ACTIVITY <b>N/A</b>	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$0.00</b>	FUND TITLE <b>Cost of Implementation</b>				FUND NO. <b>3237</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$12,583.00</b>	(OPTIONAL USE)		FISCAL SUPPLIER ID <b>0000001105</b>	CHAPTER <b>23</b>	STATUTE <b>2019</b>
APPR REF <b>001</b>	ACCOUNT/ALT ACCOUNT <b>5432000</b>	REPORTING STRUCTURE <b>39007100</b>	SERVICE LOCATION <b>46504</b>	FISCAL YEAR (ENY) <b>2019</b>	
<i>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.</i>					
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE: <b>Donna Lee</b>			DATE <b>3/26/20</b>		
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>					
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <b>Abigail May</b>			DATE <b>4/1/2020</b>		



## **EXHIBIT A**

### **Grant Agreement Provisions**

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

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

Project Title: Quality Assurance Review of Point Source Emissions Data

Grant Funding Amount: **\$ 12,583.00**

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

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

Kevin Eslinger  
California Air Resources Board  
Air Quality Planning and Science Division  
P.O. Box 2815  
Sacramento, California 95812  
Phone: 916-445-2151  
Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is Alex Economou. Correspondence regarding this project must be directed to:

Alex Economou  
Staff  
Santa Barbara County Air Pollution Control District  
260 N. San Antonio Road, Suite A  
Santa Barbara, California 93110  
Phone: 805-961-8894  
Email: AJE@sbcapcd.org

### **D. DISTRICT 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 until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 1, 2020.

## **E. TIME PERIOD**

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties. 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 CARB Project Liaison no later than March 1, 2021.
3. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of project completion but no later than May 1, 2021.
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2020, forty (40) percent of the project scope of work has not been completed by the Grantee. In the event of such termination, Section G. Fiscal Administration, 3. Suspension of Payments and Early Grant Termination of this agreement shall apply.
5. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

## **F. SCOPE OF WORK**

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

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

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

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

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

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

- a. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;
- b. Reviewing, updating, and submitting to CARB quality assured criteria and toxic pollutant emissions data for calendar year 2019 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;
- c. Overseeing the project budget and funds; and
- d. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB.

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

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

- a. Review and update the district facilities<sup>53</sup> in CARB's 2019 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.3.b below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2019

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<sup>53</sup> For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

facility tables.

- b. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2019:
  - i. FACILITY tables (FAC) – The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.
  - ii. Criteria and toxics EMISSION tables (EMS and TEMS) – These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted annually.
- c. Reporting Applicability.

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.3.d below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hot Spots Information and Assessment Act program in accordance with the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines*" (located at <https://www.arb.ca.gov/ab2588/2588guid.htm>).

- d. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.3.b above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I (located at <https://www.arb.ca.gov/ab2588/final/a1.pdf>), in accordance with Section VIII.E of the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines*".

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

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the

CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

## **5. Progress Reports**

The Grantee must submit a Progress Report to CARB by December 1, 2020, providing a summary of the work completed. Alternately, if all the tasks identified in the Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

- a. Title of project, name of Grantee, and Grant number;
- b. Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;
- c. Identified problems or concerns and proposed solutions, if applicable;

If the Grantee is requesting a grant disbursement, the Progress Report must also include:

- d. Accounting summary of Grant funds expended; and
- e. Itemized invoice showing all costs for which reimbursement is being requested.

## **6. Final Report**

The Grantee must submit a Draft Final Report by March 1, 2021, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2021. At a minimum, the Final Report must include the following:

- a. Title of project, name of Grantee, and Grant number;
- b. Accounting summary of Grant funds expended;
- c. Summary of work completed; and
- d. Narrative of how the milestones have been met.

## **7. Grant Disbursement Requests**

Upon completion of all the tasks identified in the Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

## **G. FISCAL ADMINISTRATION**

### **1. Budget**

- a. The maximum amount of this Grant is up to **\$ 12,583.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

### **2. Grant Disbursements**

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

- a. The Grantee must submit original signed Grant Disbursement Requests via mail to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.
- b. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air



Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds identified in Exhibit B, Attachment II, necessary to assure the goals of the project are met.

- c. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- d. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

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

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

### **4. Contingency Provision**

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

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

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's

personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)<sup>54</sup>; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
  - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;
  - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
  - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
  - iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and
  - v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after completion of the Grant Agreement.

## **H. PROJECT MONITORING**

### **1. Meetings with CARB**

- a. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project

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<sup>54</sup> Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.

- b. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.
- c. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

## **2. Technical Monitoring**

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

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

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

## **J. OVERSIGHT AND ACCOUNTABILITY**

The Grantee must comply with all oversight responsibilities identified herein.

- 1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or

a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.
4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

#### **K. GENERAL GRANT AGREEMENT PROVISIONS**

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative(s) must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant Agreement is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee

agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Grant Agreement.

5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and county laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

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

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

8. **Disputes:** The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish

that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.

**11. Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.

**12. Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

**13. Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

**14. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.

**15. Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees, or agents of CARB.

**16. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third-party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third-party entities shall insure that the evaluation and treatment of their



employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third-party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et 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 G.3 of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return project funds to CARB.
- 22. Timeliness:** Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

**23. Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

**Work Statement**

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

**EXHIBIT B, Attachment I**

**Budget Summary**

**Grantee: Santa Barbara County Air Pollution Control District**

**Grant Agreement No.: G19-EIDG-27**

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

**Total Costs & Funding**

<b>Costs</b>	<b>Grant</b>
<b>Total Project Funds</b>	<b>\$ 12,583.00</b>

**EXHIBIT B, Attachment II**

**Project Disbursement Schedule**

**Grantee: Santa Barbara County Air Pollution Control District**

**Grant Agreement No.: G19-EIDG-27**

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

<b>Milestone Description</b>	<b>Scheduled Payment of Grant Funds</b>
Review and update facility information and emissions data for facilities that were in operation in 2019	\$ 11,325.00 (90 percent)
Submittal of Final Report to CARB <b>(no later than May 1, 2021)</b>	\$ 1,258.00 (10 percent)
<b>Grant Agreement Total Funding Amount</b>	<b>\$ 12,583.00</b>

**EXHIBIT B, Attachment III**

**Project Schedule**

**Grantee: Santa Barbara County Air Pollution Control District**

**Grant Agreement No.: G19-EIDG-27**

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

<b>Work Task</b>	<b>Timeline</b>
District Governing Board Approval	April 30, 2020
Grant Agreement Execution	April 30, 2020
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2019	August 1, 2020
Progress Report	December 1, 2020
Draft Final Report	March 1, 2021
Final Report	May 1, 2021