

BOARD MEETING DATE: July 6, 2018

AGENDA NO. 7

PROPOSAL: Authorize Executive Officer to Enter into CARB AB 197 Grant Agreement, Recognize Revenue, and Appropriate Funds to Support SCAQMD's Annual Emissions Reporting Software

SYNOPSIS: Assembly Bill 197 (AB 197) requires the CARB to make available, and update at least annually, on its website the emissions of greenhouse gases, criteria pollutants, and toxic air contaminants for each facility that reports to the state board and air districts. CARB is allocating initial and ongoing funding to local air districts for implementation of emission reporting requirements pursuant to AB 197. This action is to: 1) authorize the Executive Officer to enter into the grant agreement with CARB; 2) recognize upon receipt in the General Fund up to \$50,000 in FY 2018-19 for initial funding and \$25,000 ongoing in subsequent years; and 3) appropriate \$50,000 to Information Management's FY 2018-19 budget, Services and Supplies Major Object, Professional and Specialized Services account to support the maintenance of the SCAQMD's Annual Emissions Reporting software.

COMMITTEE: Administrative, June 8, 2018; Recommended for Approval

RECOMMENDED ACTIONS:

1. Authorize the Executive Officer to enter into a grant agreement with CARB for implementing AB 197 Emissions Reporting Requirements.
2. Recognize upon receipt in the General Fund up to \$50,000 in FY 2018-19 for initial funding and \$25,000 ongoing in subsequent years.
3. Appropriate \$50,000 to Information Management's FY 2018-19 budget, Services and Supplies Major Object, Professional and Specialized Services account to support maintenance of the SCAQMD's Annual Emissions Reporting software.

Wayne Nastri
Executive Officer

Background

The SCAQMD's Annual Emissions Reporting (AER) program was developed to track emissions of air contaminants from permitted facilities. The data collected by AER is used to update the comprehensive emissions inventory for the SCAQMD for all stationary sources with emissions of more than four tons per year of criteria pollutants, and from all facilities in the AB 2588 Air Toxics "Hot Spots" program. Emissions data is collected from facilities every year through the AER web tool and is then made publicly available on SCAQMD's website. The SCAQMD's emission inventory data is also provided annually to CARB. The AER web tool has greatly expanded the SCAQMD's capability to collect data and has also reduced the administrative burden to review and utilize data collected from facilities, however it requires annual maintenance and updating to keep it current.

California Assembly Bill (AB) 197 requires that CARB annually update its website with emissions of greenhouse gases, criteria pollutants, and toxic air contaminants for each facility that reports to the state board and air districts. CARB is providing initial funding in 2018, and ongoing annual funding thereafter to local air districts that enter into a grant agreement to facilitate implementation of emission requirements pursuant to AB 197. SCAQMD is eligible to receive \$50,000 in 2018, and \$25,000 annually thereafter under this grant program. This grant will require staff to carry out similar activities already completed annually, but will include some minor enhancements. Some of the additional activities can be programmed into the AER software. Specifically, under the grant agreement, the minimum duties and requirements of participating local air districts include:

- i. Conducting meetings and maintaining ongoing project coordination with CARB;
- ii. Reviewing, updating, and submitting quality-assured criteria and toxic pollutant emissions for stationary sources under the respective local air district's jurisdiction;
- iii. Overseeing project budget and funds;
- iv. Updating the list of active, inactive, and closed facilities from 2008 - 2016;
- v. Updating facility information and emissions data for facilities that were in operation between 2008 and 2017; and
- vi. Reporting on the above activities to CARB.

Proposal

Staff is seeking Board approval to authorize the Executive Officer to enter into the grant agreement with CARB to receive funding to implement the AB 197 Emissions Reporting Requirements and to recognize upon receipt in the General Fund up to \$50,000 in FY 2018-19 for initial funding and \$25,000 ongoing in subsequent years. Staff is also seeking approval to appropriate \$50,000 to Information Management's FY 2018-19 budget, Services and Supplies Major Object, Professional and Specialized Services to support maintenance of the SCAQMD's Annual Emissions Reporting

software. At the request of CARB staff, in order to reserve the funds from CARB's current fiscal year budget, the grant agreement has already been signed by the Executive Officer. However, per terms of the grant agreement no duties required under the grant will be carried out nor will any grant monies be accepted until and unless the Board approves this item.

Benefits to SCAQMD

The SCAQMD's AER web tool was developed and is currently maintained by a contractor under the Information Management Division. Grant funds will help supplement ongoing costs for maintenance of the emissions reporting software, including some system improvements and functionality enhancements to assist with implementation of AB 197.

Resource Impact

Implementation of this grant is expected to be completed utilizing existing staff resources.

Attachment

Grant Agreement Provisions

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: **\$50,000.00**

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 South Coast Air Quality Management District (hereinafter referred to as Grantee).
2. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

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

3. The Grantee Liaison is Eugene Kang. Correspondence regarding this project must be directed to:

Eugene Kang
Program Supervisor
South Coast Air Quality Management District
21865 E. Copley Drive
Diamond Bar, California 91765
Phone: 909-396-3524
Email: ekang@aqmd.gov

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 September 1, 2018.

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 and the final Grant Disbursement Request to the CARB Project Liaison no later than March 1, 2019.
3. The Final Report must be received by CARB within thirty (30) days of project completion but no later than June 1, 2019.
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2018, forty (40) percent of the project 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 Reports, the draft Final Report, and the Final Report;
- c. Reviewing and approving the Grant Disbursement Request Forms (Exhibit C) and distributing funds to the Grantee in accordance with Exhibit B, Attachment II Project Milestones and Disbursement Schedule if the milestones have been met;
- d. Providing project oversight and accountability (in conjunction with the Grantee); and
- e. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below.

Minimum duties and requirements of the Grantee include to:

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

a. Project Development and Implementation

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

- i. Review and update list of district facilities¹ currently in CARB's CEIDARS emission inventory database for calendar years 2008-2016. (Task 2).

If a district has not reported facilities to CEIDARS, the district should make a determination whether any facilities in their jurisdiction should be added

¹ 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.

to the database and report the required information per Section F.2.a.ii below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities).

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

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

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

- v. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section

F.2.a.ii above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I through A-III of the "AB 2588 Air Toxics "Hot Spots" Emission Inventory Criteria and Guidelines" (located at <https://www.arb.ca.gov/ab2588/2588guid.htm>).

b. Project Kick-off and Ongoing Coordination

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

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

c. Progress Reports

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

- i. Progress Report number, title of project, name of Grantee, date of submission, and project Grant number;
- ii. Summary of work completed and in progress since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan;

- iii. Identified problems or concerns and proposed solutions, if applicable;
- iv. Grant funds remaining and expended; and
- v. Itemized invoice showing all costs for which reimbursement is being requested.

d. Final Report

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

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

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to **\$50,000.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment I. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

2. Grant Disbursements

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

- a. The Grantee must submit (via e-mail or regular mail) Grant Disbursement Requests to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress

Report. Grant payments are subject to CARB's approval of Progress Reports and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented; a deliverable meeting specification has not been provided; claimed expenses are not documented, not valid per the budget, or not reasonable; or the Grantee has not met other terms of the Grant Agreement.

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

3. Suspension of Payments and Grant Agreement Termination

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

4. Contingency Provision

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

5. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)²; 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.

² Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

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

H. PROJECT MONITORING

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

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

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

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

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

K. GENERAL GRANT AGREEMENT PROVISIONS

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

the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

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

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

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

8. **Disputes:** The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within thirty (30) days of when the issue is first raised with CARB staff must be subject to

resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.
12. **Governing law and venue:** This Grant Agreement is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
13. **Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or

damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant award.

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

16. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its third-party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third-party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third-party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et 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.

EXHIBIT B

Work Statement

Budget Summary (Attachment I)

Project Milestones and Disbursement Schedule (Attachment II)

Project Schedule (Attachment III)

EXHIBIT B, Attachment I

Budget Summary

Grantee: South Coast Air Quality Management District

Grant Agreement No.: G17-EIDG-29

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	\$50,000.00

EXHIBIT B, Attachment II

Project Milestones and Disbursement Schedule

Grantee: South Coast Air Quality Management District

Grant Agreement No.: G17-EIDG-29

Project: Quality Assurance Review of Point Source Emissions Data

Task	Milestone Description	Scheduled Payment of Grant Funds
1	Execute Grant Agreement, District Resolution, Kick-Off Meeting	N/A
2	Update list of active, inactive and closed facilities in 2008-2016 calendar years	\$15,000.00 (30 percent)
3	Review and update facility information and emissions data for facilities that were in operation in 2017	\$15,000.00 (30 percent)
4	Review and update facility information and emissions data for facilities that were in operation between 2008 and 2016	\$15,000.00 (30 percent)
5	Submittal of Draft Final Report to CARB (no later than March 1, 2019)	N/A
6	Submittal of Final Report to CARB (no later than June 1, 2019)	\$5,000.00 (10 percent)
Grant Agreement Total Funding Amount		\$50,000.00

EXHIBIT B, Attachment III

Project Schedule

Grantee: South Coast Air Quality Management District

Grant Agreement No.: G17-EIDG-29

Project: Quality Assurance Review of Point Source Emissions Data

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

EXHIBIT C

(This is a draft sample form. Please contact program staff for final electronic version)

AB 197 DISTRICT GRANTS PROGRAM GRANT DISBURSEMENT REQUEST FORM

General Information				
Project Name		Grant Number		
Grantee Name		Amendment #		
Contact Person		Fiscal Year		
Mailing Address		Disbursement #		
Phone Number		FAX Number		
Disbursement Request				
	Original Grant	Total Previous Disbursement	This Request	Remaining Balance
Project Funds				\$0
Processing/Admin Fees				\$0
Total	\$ -	\$ -	\$ -	\$0

Documentation attached for disbursement justification:

Attachments:

Project Funds ☐

Processing Fees ☐

I certify under penalty of perjury that the information contained in this Grant Disbursement Request Form and all attachments is correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm this information.

Authorized Official

Print Name

Title

Signature

Date

FOR STATE USE ONLY			
	Date Request Received by CARB:	Date to Accounting:	Date to SCO:
CARB Project Liaison			
Approval	<u>Print Name</u>	<u>Signature</u>	<u>Date</u>
Grant Manager Approval	<u>Print Name</u>	<u>Signature</u>	<u>Date</u>
Total Disbursement:		Fund:	PCA:
Total Disbursement:		Fund:	PCA:
Total Disbursement:		Fund:	PCA: