

# LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

## GOVERNING BOARD

Kevin Stafford, *Chairman*  
Chris Gallagher, *Vice Chairman*  
Tom Hammond  
Jeff Hemphill  
Quincy McCourt  
Brian Moore

## Staff

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

# LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD MEETING

City Council Chambers  
66 N. Lassen Street, Susanville, CA 96130

**Agenda**  
**Tuesday, June 8, 2021**

**1:00 p.m.**

## **ADDRESSING THE BOARD**

- \* Any person desiring to address the Board shall first secure permission of the presiding officer.
  - \* Matters under the jurisdiction of the Board, and not on the Agenda, may be addressed by the Public at the time provided in the Agenda under Public Comment.
  - \* The Board of Directors will not take action on any subject that is not on the Agenda.
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### **A. CALL TO ORDER**

### **B. ROLL CALL OF BOARD OF DIRECTORS**

### **C. AGENDA APPROVAL**

### **D. APPROVAL OF MINUTES FOR THE MEETINGS OF: FEBRUARY 9, 2021**

### **E. BOARD MEMBER ISSUES/REPORTS**

### **F. CORRESPONDENCE**

### **G. PUBLIC COMMENT**

(Any person may address the Board at this time to comment on any subject not on the agenda. However, the Board may not take action other than to direct staff to agendaize the matter at a future meeting).

### **H. MATTERS FOR BOARD CONSIDERATION**

PG. 7 **1. Subject** Report on District Activities  
**Recommendation:** Information only/Receive Report

PG. 9 **2. Subject:** District Financial Report  
**Recommendation:** Information only/Receive Report

- PG. 13 **3. Subject:** Community Air Protection Program  
**Recommendation:** Approve Resolution 21-04 approving District's participation in the Community Air Protection Program
- PG. 25 **4. Subject:** Emission Inventory District Grant  
**Recommendation:** Approve Resolution 21-05 accepting grant agreement for the Emission Inventory District Grant
- PG. 47 **5. Subject:** Carl Moyer State Reserve Year 23  
**Recommendation:** Approve Resolution 21-06 committing the district to participate in the Carl Moyer Program, accepting Carl Moyer State Reserve program funds, and follow the requirements of the Program.
- PG. 59 **6. Subject:** Budget Review  
**Recommendation:** Approve Resolution 21-07 adopting the Fiscal Year 2021-2022 budget.

**I. ADJOURN**

NEXT SCHEDULED GOVERNING BOARD MEETING AUGUST 10, 2021.

**UNAPPROVED MINUTES  
LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
GOVERNING BOARD  
2-9-2021**

The Board convened in regular session at 1:00 P.M. in City of Susanville Council Chambers, located at 66 N. Lassen St., Susanville, CA, with; Chairman Stafford, Vice Chairman Gallagher, Directors Jeff Hemphill, Brian Moore and Quincy McCourt present. Also present were: Erik Edholm, Air Pollution Control Officer (APCO) and Angelina Chamblee, Administrative Staff Assistant. Director Tom Hammond absent.

**C. AGENDA APPROVAL**

Motion by Director Hemphill, second by Vice Chairman Gallagher, to approve the February 9, 2021 agenda. Motion carried. Director Tom Hammond absent.

**D. APPROVAL OF MINUTES:**

Motion for approval of the minutes for the meeting of December 8, 2020 by Vice Chairman Gallagher second by Director Moore. Motion carried. Director Tom Hammond absent.

**E. BOARD ISSUES / REPORTS:**

NO BOARD ISSUES / REPORTS

**F. CORRESPONDENCE:**

NO CORRESPONDENCE

**G. PUBLIC COMMENT:**

NO COMMENTS

**H. MATTERS FOR BOARD CONSIDERATION:**

**1. Election of Chair and Vice Chair:**

Motion to elect Kevin Stafford for Chair by Vice Chairman Gallagher, second by Director McCourt. Motion carried. Director Tom Hammond absent.

Motion to elect Chris Gallagher for Vice Chair by Director Hemphill, second by Chairman Stafford. Motion carried. Director Tom Hammond absent.

**2. Report on District Activities:**

Carl Moyer / FARMER Related Activities:

Mr. Edholm advised the Board that four tractor replacements have been done for Carl Moyer projects with one project remaining, and three remaining for FARMER.

Wood Stove Replacement Program:

Mr. Edholm stated 35 vouchers have been issued of the District's Wood Stove Replacement Program. There had 26 standard vouchers and 9 enhanced issued.

Permits:

Mr. Edholm informed the Board most permits expire at the beginning of the year and district staff are renewing the existing permits. There are a few permit modifications for gas stations.

Asbestos NESHAP:

Mr. Edholm informed the board the California Air Resources Board does not want to enforce the Asbestos NESHAP anymore and are delegating the enforcement to local Air Districts.

Vice Chairman Gallagher asked if there was money coming from the state for it. Mr. Edholm advised there is not. Vice Chairman Gallagher said there should be an inspection fee to cover the costs if this does happen. Mr. Edholm agreed.

Director Hemphill wanted to know how many of these Mr. Edholm is dealing with. Mr. Edholm said he spoke to about three people last year. Currently the contractors are dealing with the State and the State will be gradually pushing it toward the District. Director Gallagher would like to see a report of how many there are per year. Mr. Edholm stated there were 10 reported last year. Mr. Edholm will keep the Board informed on any updates.

**3. Financial Report:**

Mr. Edholm presented the Financial reporting from December 2020 through January 2021. He explained the reports detail the revenue and expenditures of the District. He also described the type of revenue sources the District receives and outlined expenditures the District incurs monthly. The net ending balance in January 2021 is \$652,625.31.

**4. Auditors Report for Year Ended June 30, 2020:**

Motion to approve Resolution 21-01 accepting the Basic Financial Statements and Independent Auditors Report for year ended June 30, 2020 by Director Hemphill, second by Director Moore. Motion carried. Director Tom Hammond absent.

**5. Application for Carl Moyer 23<sup>rd</sup> Cycle Funding:**

Motion to approve Resolution 21-02 committing the District to participate in the Carl Moyer Program, accepting Program Funds, and follow the requirements of the Program by Chairman Stafford, second by Director McCourt. Motion carried. Director Tom Hammond absent.

**6. Amend Fiscal Year 2021 Budget to Accommodate Additional Carl Moyer and FARMER Program Expenditures:**

Approve Resolution 21-03 amending the Fiscal Year 2020-2021 Budget by Director Hemphill, second by Vice Chairman Gallagher. Motion carried. Director Tom Hammond absent. Roll Call: Chairman Stafford, Vice Chairman Gallagher, Director Hemphill, Director McCourt and Director Moore present, Director Hammond absent.

**L. ADJOURN 1:15 P.M.**

Motion by Chairman Stafford, second by Director Moore to adjourn the February 9, 2021 Lassen County Air Pollution Control District Governing Board Meeting. Motion carried. Director Tom Hammond absent.



## LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

### GOVERNING BOARD

Kevin Stafford, *Chairman*  
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Brian Moore

### Staff

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: Report on District Activities

The District has been involved in the following since the last meeting:

- Carl Moyer/FARMER Related Activities
  - o Respond to various questions
  - o Review existing agreements
  - o Completed Projects
  - o Equipment inspections
- Wood Stove Replacement Program
  - o 36 Vouchers issued
  - o 26 Standard Vouchers (\$1500)
  - o 10 Enhanced Vouchers (\$3000)
  - o 32 Projects completed
- Renew Existing Permits
- Issue New Permits
- Permit Modifications
- Spring Rural CAPCOA Meeting
- Residential Green Waste Program

Some of these items will likely become the subject of future agenda items for Board discussion.

Staff can answer questions about any of these items as necessary.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer





# **LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD**

## **GOVERNING BOARD**

Kevin Stafford, *Chairman*  
 Chris Gallagher, *Vice Chairman*  
 Tom Hammond  
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## **Staff**

Erik Edholm  
*Air Pollution Control Officer*  
 Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: February 2021 Financial Report

Opening Balance:	\$ 664,332.01
Carl Moyer Program Balance	\$ 45,602.43
<b>Net Beginning Balance:</b>	<b>\$ 717,121.19</b>

### **Revenue:**

Permits	\$ 2,389.71
DMV Fee Revenue	\$ 6,319.45
Property Tax	\$ 0.00
Subvention	\$ 0.00
FARMERS Program	\$ 0.00
AB 617	\$ 0.00
Interest (Fair Market Value Adjustment)	\$ 111.09
<b>Total Revenue</b>	<b>\$ 8,820.25</b>

### **Expenditures:**

Contract Services – City of Susanville	
Salaries and Benefits	\$ 16,556.00
Services and Supplies	\$ 1,986.00
Carl Moyer Grant	\$ 9,170.00
FARMER Grants	\$ 0.00
LCAPCD Wood Stove Replacement Program	\$ 1,500.00
<b>Total Expenditures</b>	<b>\$ 29,212.00</b>

Ending Balance	<b>\$ 696,729.44</b>
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Carl Moyer Program Balance	\$ 36,543.52
<b>Net Ending Balance:</b>	<b>\$ 667,372.67</b>

# LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

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## Staff

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: March 2021 Financial Report

Opening Balance:	\$ 703,916.19
Carl Moyer Program Balance	\$ 36,543.52
<b>Net Beginning Balance:</b>	<b>\$ 667,376.67</b>

### Revenue:

Permits	\$ 23,248.35
DMV Fee Revenue	\$ 6,473.19
Property Tax	\$ 0.00
Subvention	\$ 0.00
FARMERS Program	\$ 0.00
AB 617	\$ 0.00
Interest (Fair Market Value Adjustment)	\$ 0.00
<b>Total Revenue</b>	<b>\$ 29,721.54</b>

### Expenditures:

Contract Services – City of Susanville	
Salaries and Benefits	\$ 16,556.00
Services and Supplies	\$ 1,986.00
Carl Moyer Grant	\$ 35,000.00
FARMER Grants	\$ 135,000.00
LCAPCD Wood Stove Replacement Program	\$ 9,000.00
E-BAM Purchase	\$ 21,117.53
<b>Total Expenditures</b>	<b>\$ 218,659.53</b>

Ending Balance	<b>\$ 514,978.20</b>
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Carl Moyer Program Balance	\$ 1,543.52
<b>Net Ending Balance:</b>	<b>\$ 513,434.68</b>

# LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

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Kevin Stafford, *Chairman*  
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## Staff

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: April 2021 Financial Report

Opening Balance:	\$ 514,978.20
Carl Moyer Program Balance	\$ 1,543.52
<b>Net Beginning Balance:</b>	<b>\$ 513,434.68</b>

### Revenue:

Permits	\$ 9,125.24
DMV Fee Revenue	\$ 7,299.81
Property Tax	\$ 0.00
Subvention	\$ 0.00
FARMERS Program	\$ 0.00
AB 617	\$ 0.00
Interest (Fair Market Value Adjustment)	\$ 0.00
<b>Total Revenue</b>	<b>\$ 22,430.80</b>

### Expenditures:

Contract Services – City of Susanville	
Salaries and Benefits	\$ 16,556.00
Services and Supplies	\$ 1,986.00
Carl Moyer Grant	\$ 0.00
FARMER Grants	\$ 0.00
LCAPCD Wood Stove Replacement Program	\$ 3,000.00
<b>Total Expenditures</b>	<b>\$ 21,542.00</b>

Ending Balance	<b>\$ 515,867.00</b>
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Carl Moyer Program Balance	\$ 1,543.52
<b>Net Ending Balance:</b>	<b>\$ 514,323.48</b>

# LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

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## Staff

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: May 2021 Financial Report

Opening Balance:	\$ 515,867.00
Carl Moyer Program Balance	\$ 1,543.52
<b>Net Beginning Balance:</b>	<b>\$ 514,323.48</b>

### Revenue:

Permits	\$ 1,550.92
DMV Fee Revenue	\$ 8,605.63
Property Tax	\$ 0.00
Subvention	\$ 0.00
FARMERS Program	\$ 0.00
Prescribed Burning Admin	\$ 30,753.00
Interest (Fair Market Value Adjustment)	\$ 0.00
<b>Total Revenue</b>	<b>\$ 40,909.55</b>

### Expenditures:

Contract Services – City of Susanville	
Salaries and Benefits	\$ 16,556.00
Services and Supplies	\$ 1,986.00
Carl Moyer Grant	\$ 0.00
FARMER Grants	\$ 0.00
LCAPCD Wood Stove Replacement Program	\$ 3,000.00
<b>Total Expenditures</b>	<b>\$ 21,542.00</b>

Ending Balance	<b>\$ 535,691.03</b>
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Carl Moyer Program Balance	\$ 1,543.52
<b>Net Ending Balance:</b>	<b>\$ 533,187.11</b>

**LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD****GOVERNING BOARD**

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**Staff**

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: Community Air Protection Program Grant Funds

The State of California signed AB 617 into law in July 2017 directing the CARB to develop the Community Air Protection Program. AB 617 requires CARB to improve air pollution data collection and reporting, requires expedited pollution control retrofits at large stationary sources, increases penalties for air pollution violations, requires enhanced air pollution monitoring in certain communities, requires CARB to adopt a statewide emissions reduction strategy focusing on pollution-burdened communities, and requires CARB and local air districts to implement community emissions reduction programs.

The two types of grants funds the district has received to achieve the goals of AB 617 are implementation and incentive. Currently, the District has been awarded an implementation grant in the amount of \$10,813.00 from FY 2020/21 to implement the Community Air Protection Program consistent with the goals of AB 617. The District will continue to use implementation funds on the residential green waste disposal programs to reduce PM emissions from residential burning with education and clean green waste disposal options. The District has previously received an incentive grant in the amount of \$65,820.99 for project funding in which the district is looking to fund air filtration systems for local schools.

**Recommendation:**

Motion to approve Resolution 21-04 approving the District's participation in the FY 2020-21 Community Air Protection Program.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 21-04**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR  
POLLUTION CONTROL DISTRICT APPROVING PARTICIPATION IN FY 2020-2021  
COMMUNITY AIR PROTECTION FUNDS PROGRAM**

WHEREAS, in 2017 the California Legislature passed and the Governor signed Assembly Bill (AB) 617 titled the “Community Air Protection Program”;

WHEREAS, AB 617 requires the California Air Resources Board (CARB) to improve air pollution data collection and reporting, requires expedited pollution control retrofits at large stationary sources, increases penalties for air pollution violations, requires enhanced air pollution monitoring in certain communities, requires CARB to adopt a statewide emissions reduction strategy focusing on pollution-burdened communities, and requires CARB and local air districts to implement community emissions reduction programs;

WHEREAS, the Lassen County Air Pollution Control District (District) has been approved by CARB for a grant of \$10,813.00 to assist the District in the implementation of District responsibilities during the implementation of AB 617;

NOW, THEREFORE, BE IT RESOLVED, that the Lassen County Air Pollution Control District Board, hereby accepts the grant funds and authorizes the Air Pollution Control Officer to execute on behalf of the District grant agreements with CARB, and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was approved and adopted by the following vote of the Board on June 8, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Kevin Staffod, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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Erik Edholm  
Air Pollution Control Officer

## GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM <b>Community Air Protection Program</b>		GRANT NUMBER <b>G20-CAPP-14</b>
GRANTEE NAME <b>Lassen County Air Pollution Control District</b>		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>94-6000439</b>	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$10,813.00</b>	
START DATE: <b>June 1, 2021</b>	END DATE: <b>June 30, 2023</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 Lassen County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions

Exhibit B – General Terms and Conditions

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>Lassen 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>Branch Chief</b>	DATE	TITLE <b>Air Pollution Control Officer</b>	DATE <b>5/25/2021</b>
STATE AGENCY ADDRESS <b>1001 I Street, Sacramento, CA 95814</b>		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>720 South Street, Susanville, CA 96130</b>	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$10,813.00</b>	PROGRAM <b>3530000L39</b>	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$0.00</b>	FUND TITLE <b>Air Pollution Control Fund</b>		FUND NO. <b>0115</b>
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$10,813.00</b>	(OPTIONAL USE)		CHAPTER <b>6</b> STATUTE <b>2020</b>
APPR REF <b>101</b>	ACCOUNT/ALT ACCOUNT <b>5432000</b>	REPORTING STRUCTURE <b>39000500</b>	SERVICE LOCATION <b>59501</b> FISCAL YEAR (ENY) <b>2020-21</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>/s/ Craig Segall</b>			DATE <b>5/10/21</b>

**California Air Resources Board (CARB)**  
**Community Air Protection Program**  
**GRANT AGREEMENT**  
**Fiscal Year 2020-2021**

**Exhibit A**

**Grant Provisions:**

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

2. **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 Community Air Protection Project Liaison on or before September 1, 2021.

3. **Reporting:**

- A. **Biannual Reports:** Grantee must submit biannual reports to CARB beginning six months after full grant execution and continue biannually through the end of the grant term, or until all funds have been liquidated. Biannual reporting covers work completed June 1 through November 30 with submittals due to CARB by **December 31<sup>st</sup>** and December 1 through May 31 with submittals due to CARB by **June 30<sup>th</sup>**. The first report can include expenditures made prior to June 1, 2021, as applicable.
- B. Reports, at a minimum, must include:
  - i. Report number, title, name of Grantee, date of submission, and grant number;
  - ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community



emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

- iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.
- iv. Summary of work completed and in progress since the last progress report;
- v. Grant funds remaining and expended; and
- vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

- C. **Final Report:** Grantee must submit a Final Report to CARB by June 30, 2023. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at [andrea.juarez@arb.ca.gov](mailto:andrea.juarez@arb.ca.gov) or Program designee.

#### 4. **Program Funding:**

##### A. **Advance Payment:**

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
  - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
  - vi. Reports to CARB any material changes to the spending plan within 30 days.
  - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 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. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this grant agreement.
- 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, 2023 or the reversion date of the appropriation.

**B. Grant Disbursements:**

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
  - 1. A fully executed Grant Agreement Cover Sheet; and
  - 2. Grant Disbursement Request Form, provided by CARB to the

Grantee after the grant execution. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.

3. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. For questions regarding the current guidance, contact your Project Liaison. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

CARB Community Air Protection Project Liaison:

Ms. Andrea Juarez  
California Air Resources Board  
Office of Community Air Protection  
[andrea.juarez@arb.ca.gov](mailto:andrea.juarez@arb.ca.gov)

Grant payments are subject to CARB's approval of Annual Reports.

- ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.
  - iii. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Project Liaison, Ms. Andrea Juarez, at [andrea.juarez@arb.ca.gov](mailto:andrea.juarez@arb.ca.gov) or Program designee.
  - iv. Any disbursement will take into consideration whether an advance payment had been received.
- C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

- i. Such funds must be reported to CARB.
  - ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
    1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
    2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;
    3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and
  - iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2023, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2023, whichever comes first.
  - iv. Documentation of expenditure made on those funds or returned to CARB must be:
    1. Retained for a minimum of three years after it is generated; and
    2. Provided to CARB in Annual Reports and Final Report.
5. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

**General Terms and Conditions:**

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
4. **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.
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 and State 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. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the

State.

11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
12. **Force majeure:** Neither CARB nor the Grantee shall 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.
13. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
14. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
15. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and 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.
16. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
17. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors 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.

18. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
20. **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 shall 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.
21. **Professionals:** For programs 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.
22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
23. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2020-2021 by May 28, 2021.
24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
25. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
26. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
27. **Disbursement Deadline:** The Fiscal Year 2020-2021 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2021. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2023 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

## Exhibit B

28. **Liquidation and Return of Funds**: Funds not liquidated by June 30, 2023 must be returned by September 28, 2023. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.



**LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD****GOVERNING BOARD**

Kevin Stafford, *Chairman*  
Chris Gallagher, *Vice Chairman*  
Tom Hammond  
Jeff Hemphill  
Quincy McCourt  
Brian Moore

**Staff**

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: Emission Inventory District Grant

California Assembly Bill 197 requires the Air Resources Board (ARB) 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 to the ARB and air districts. Lassen County Air Pollution Control District is required to update annually any facility emissions for larger sources that emit more than 10 tons/year of any criteria pollutant.

To aid Local Air Districts with complying with the AB 197 emission inventory reporting requirements, ARB has awarded funding, through the attached grant, to help the District review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database.

The District will receive up to \$8,583 to administer the requirements of the grant. The District will be required to 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 District's jurisdiction.

**Recommendation:**

Motion to approve Resolution 21-05 accepting grant agreement from ARB for the Emission Inventory District Grant

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 21-05**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR  
POLLUTION CONTROL DISTRICT ACCEPTING GRANT FUNDING FROM THE CALIFORNIA  
AIR RESOURCES BOARD TO IMPLEMENT AB 197 EMISSION INVENTORY GUIDELINES**

WHEREAS, California Legislature passed and the governor signed Assembly Bill (AB) 197 on September 08, 2016;

WHEREAS, AB 197 requires the Air Resources Board (ARB) 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 to the ARB and air districts;

WHEREAS, funding was provided for related expenses necessary to implement AB 197 in the state FY 2020-2021 budget;

WHEREAS, the Lassen County Air Pollution Control District (District) has been approved by ARB for a grant of \$8,583.00 to assist the District in the implementation of District responsibilities during the implementation of AB 197;

WHEREAS, the District is required to report annually any facility emissions that emit more than 10 tons/year of any criteria pollutant;

WHEREAS, the District is required to report annual toxic pollutant emissions data collected under the District'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;

NOW, THEREFORE, BE IT RESOLVED, that the Lassen County Air Pollution Control District Board, hereby accepts the grant funds and authorizes the Air Pollution Control Officer to execute on behalf of the District grant agreements with CARB, and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was approved and adopted by the following vote of the Board on June 8, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Kevin Stafford, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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Erik Edholm  
Air Pollution Control Officer

## GRANT AGREEMENT COVER SHEET



NAME OF GRANT PROGRAM <b>AB 197 Emission Inventory District Grant</b>		GRANT NUMBER <b>G20-EIDG-13</b>
GRANTEE NAME <b>Lassen County Air Pollution Control District</b>		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>94-6000439</b>	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$8,583.00</b>	
START DATE: <b>June 1, 2021</b>	END DATE: <b>May 1, 2022</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 Lassen County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions  
Exhibit B – Work Statement  
Exhibit B, Attachment 1 – Budget Summary  
Exhibit B, Attachment 2 – Project Disbursement Schedule  
Exhibit B, Attachment 3 – 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>Lassen 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>Branch Chief</b>	DATE	TITLE <b>Air Pollution Control Officer</b>	DATE <b>5/26/2021</b>
STATE AGENCY ADDRESS <b>1001 I Street, Sacramento, CA 95814</b>		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>720 South Street, Susanville, California 96130</b>	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$8,583.00</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>\$8,583.00</b>	(OPTIONAL USE)		CHAPTER <b>6</b> STATUTE <b>2020</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>2020-21</b>
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 <b>May 18, 2021</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: \$ 8,583.00

### 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 Lassen 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 Erik Edholm. Correspondence regarding this project must be directed to:

Erik Edholm  
APCO  
Lassen County Air Pollution Control District  
720 South Street  
Susanville, California 96130  
Phone: 530-257-1045  
Email: eedholm@cityofsusanville.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 September 1, 2021.

## **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, 2022.
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, 2022.
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2021, 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 2020 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>1</sup> in CARB's 2020 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 2020

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

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 2020:
  - 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, 2022, 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, 2022. 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 **\$ 8,583.00**. 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 the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB Project Liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form. 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>2</sup>; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
  - 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

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

designee. These records must be retained for a minimum of three (3) years after 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 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 contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors 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: Lassen County Air Pollution Control District**

**Grant Agreement No.: G19-EIDG-13**

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

**Total Costs & Funding**

<b>Costs</b>	<b>Grant</b>
<b>Total Project Funds</b>	<b>\$ 8,583.00</b>

**EXHIBIT B, Attachment II**

**Project Disbursement Schedule**

**Grantee: Lassen County Air Pollution Control District**

**Grant Agreement No.: G19-EIDG-13**

**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 2020	\$ 7,725.00 (90 percent)
Submittal of Final Report to CARB <b>(no later than May 1, 2022)</b>	\$ 858.00 (10 percent)
<b>Grant Agreement Total Funding Amount</b>	<b>\$ 8,583.00</b>

**EXHIBIT B, Attachment III**

**Project Schedule**

**Grantee: Lassen County Air Pollution Control District**

**Grant Agreement No.: G19-EIDG-13**

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

<b>Work Task</b>	<b>Timeline</b>
Submit District Governing Board Approval	September 1, 2021
Grant Agreement Execution	June 1, 2021
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2020	August 1, 2021
Progress Report	December 1, 2021
Draft Final Report	March 1, 2022
Final Report	May 1, 2022

**LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD****GOVERNING BOARD**

Kevin Stafford, *Chairman*  
Chris Gallagher, *Vice Chairman*  
Tom Hammond  
Jeff Hemphill  
Quincy McCourt  
Brian Moore

**Staff**

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: Carl Moyer State Reserve Year 23

Attached is Grant Agreement G20-MSR-08 for the District to receive 23<sup>rd</sup> Cycle Carl Moyer State Reserve funding in the amount of \$50,000. An amount of \$6,250 would be allowed for administrative fees (staff time, advertising, etc.). All project grant funds must be used on electric vehicle charging infrastructure and equipment complying with Chapter 10 of the 2017 Carl Moyer Program Guidelines.

The grant agreement requires adoption of a Board Resolution (attached) committing the District to participate in the Carl Moyer Program, accepting State Reserve Program Funds, and follow the requirements of the Program.

Recommendation:

Approve Resolution 21-06 committing the District to participate in the Carl Moyer Program, accepting State Reserve Program Funds, and follow the requirements of the Program.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 21-06**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT ACCEPTING CARL MOYER PROGRAM FUNDS FROM THE CALIFORNIA AIR RESOURCES BOARD.**

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines;

WHEREAS, Lassen County Air Pollution Control District (LCAPCD) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in Northeast Plateau and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, California Health and Safety Code section 44287 requires air districts participating in the Carl Moyer Program to provide match funding, and Carl Moyer Program Guidelines (CMP Guidelines) have established a match requirement of 15 percent of State funds received, with an exemption from this requirement for districts receiving the minimum grant award of \$200,000;

WHEREAS, the District may also have projects that qualify for grant funds through the “Rural District Assistance Program” (RAP);

WHEREAS, the District may also have projects that qualify for grant funds through State Reserve Funds;

WHEREAS, the District may be invited to accept Carl Moyer Program funds from other districts through inter-district transfer;

NOW, THEREFORE, BE IT RESOLVED that the LCAPCD does hereby approve the District’s continued participation in the Carl Moyer Program, and the acceptance of funds allocated and awarded to the District for eligible projects and program administration each year until 2022, in accordance with the terms and conditions of CMP grant agreements; and

BE IT FURTHER RESOLVED that the LCAPCD will comply with Carl Moyer Program requirements as specified in sections 44275 through 44299.2 of the Health and Safety Code, the applicable CMP Guidelines, and the District’s CMP Policies and Procedures; and

BE IT FURTHER RESOLVED that the LCAPCD commits to provide sufficient funds to meet the match requirements specified in the CMP Guidelines, as applicable, each year until 2022; and

BE IT FURTHER RESOLVED that the LCAPCD authorizes the parties specified below to accept qualified projects, grant funds, and administrative funds awarded to the District through the RAP funding program each year until 2022; and

BE IT FURTHER RESOLVED that the LCAPCD authorizes the parties specified below to accept grant funds and administrative funds awarded to the District for State Reserve projects each year until 2022; and



BE IT FURTHER RESOLVED that the Air Pollution Control Officer/Executive Officer [and/or other individual(s) or positions named herein is/are] authorized to execute on behalf of the District grant agreements with ARB, and all other necessary documents to implement and carry out the purposes of this resolution, each year until 2022.

The foregoing resolution was approved and adopted by the following vote of the Board on June 8, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Kevin Stafford, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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Erik Edholm  
Air Pollution Control Officer

## GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Carl Moyer Memorial Air Quality Standards Attainment Program – State Reserve (Year 23)		GRANT NUMBER G20-MSR-08
GRANTEE NAME Lassen County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000439	TOTAL GRANT AMOUNT NOT TO EXCEED \$50,000.00	
START DATE: May 24, 2021	END DATE: December 31, 2025	

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 Lassen County Air Pollution Control District (the "Grantee").

Project Funds: \$43,750.00

Administrative Funds: \$6,250.00

Total Grand Award: \$50,000.00



Required District Match (If Applicable): N/A

Special Terms and Conditions (If Applicable): Grant is contingent on CARB receipt by August 30, 2021 of a Board Resolution or Minute Order consistent with Moyer Guidelines.

Exhibit A – General Terms and Conditions.

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) Lassen 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 Branch Chief	DATE	TITLE Air Pollution Control Officer	DATE 6/01/2021
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 720 South Street, Susanville, CA 96130	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$50,000.00	PROGRAM 3500000L15	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Air Pollution Control Fund		FUND NO. 0115
TOTAL AMOUNT ENCUMBERED TO DATE \$50,000.00	(OPTIONAL USE)		CHAPTER 6 STATUTE 2020
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 88102 FISCAL YEAR (ENY) 2020-21
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 5/23/2021



## Exhibit A

# California Air Resources Board Carl Moyer Memorial Air Quality Standards Attainment Program State Reserve Funds Grant Agreement Fiscal Year 2020-2021 (Moyer Year 23)

### General Terms and Conditions:

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This grant is not assignable by the GRANTEE, either in whole or in part, without the consent of California Air Resources Board (CARB) in the form of a formal written amendment.
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. **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 and State laws, rules, guidelines, regulations, and requirements.
5. **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.
6. **Conflict of interest:** The GRANTEE certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
7. **Disputes:** The GRANTEE shall continue with the responsibilities under this Grant Agreement during any dispute. GRANTEE staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant

## Exhibit A

Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

8. **Environmental justice:** In the performance of this Grant Agreement, the GRANTEE shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
9. **Fiscal management systems and accounting standards:**  
The GRANTEE agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
10. **Force majeure:**  
Neither CARB nor the GRANTEE shall 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.
11. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the GRANTEE hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The GRANTEE hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
12. **GRANTEE's responsibility for work:** The GRANTEE shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The GRANTEE shall 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

## Exhibit A

between the GRANTEE and any other entity concerning responsibility for performance of work.

### **13. GRANTEE's Requirements for Electric Vehicle Charging Infrastructure and Equipment:**

Pursuant to Public Utility Code (PUC) Section 740.20 (Assembly Bill 841 (2020)), for work performed on or after January 1, 2022, all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter funded or authorized by this Grant Agreement shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

(1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.

(2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).

(3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Prior to performing any electrical vehicle infrastructure or equipment installation work funded or authorized under this Grant Agreement, the GRANTEE shall require the applicant to:

- Certify that the project will comply with all AB 841 (2020) requirements or describe why the AB 841 requirements do not apply to the project. The certification shall be signed by the applicant's authorized representative.
- Provide EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that will install electric vehicle charging

## Exhibit A

infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

GRANTEE shall collect this information and provide them to CARB upon request.

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 the performance of this Grant Agreement, shall 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 contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The GRANTEE and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The GRANTEE and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The GRANTEE and its contractors 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.

## Exhibit A

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 established herein.
18. **Ownership:** All information or data received or generated by the GRANTEE under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
19. **Prevailing wages and labor compliance:** If applicable, the GRANTEE agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. If applicable, the GRANTEE shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
20. **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.
21. **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.
22. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Fiscal Year 2020-2021(Moyer Year 23) Carl Moyer Funds by **June 4, 2021**.
  - a. This award is conditional based on CARB receipt and approval of a board resolution or minute order stating the air district is able to receive and expend State Reserve program funds for the Carl Moyer Program 2017 Guidelines for infrastructure and comply with all Carl Moyer guidelines, mailouts/advisories, and other written guidance by CARB. Should the

## Exhibit A

- GRANTEE not have Board approval obtained by the time of Grant Agreement execution, the GRANTEE will need to ensure a board approved resolution or minute order is submitted to CARB prior to requesting a disbursement for funds.
- b. Before CARB can release any disbursements of Fiscal Year 2020-2021 (Moyer Year 23) State Reserve funds, CARB must receive a Grant Disbursement Request Form per Chapter 3, Section E.2.(B).
  - c. The contract between the GRANTEE and air district must include a specified time frame in which project completion will occur so that the contract is liquidated within four years from the original date of contract execution (Refer to Chapter 3, Section V.5.(A)).
  - d. Eligible projects are limited to battery charging stations and hydrogen fueling stations (Refer to Chapter 10).
23. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the GRANTEE of any material provision after such violation has been called to the attention of the GRANTEE and after failure of the GRANTEE to bring itself into compliance with the provisions of this Grant Agreement.
24. **Timeliness:** Time is of the essence in this Grant Agreement. GRANTEE shall proceed with and complete the Project in an expeditious manner in accordance with the Carl Moyer Program Guidelines.
25. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
26. **Incorporated Documents:** The GRANTEE is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:
- a. CARB-approved District Application to Administer the Carl Moyer Program for Fiscal Year 2020-2021 (Moyer Year 23).
  - b. District's Policies and Procedures (Refer to Ch. 2, 3, and 10 of the Carl Moyer Program 2017 Guidelines).
  - c. Carl Moyer Program 2017 Guidelines and any future approved Guidelines, current Program Advisories and Mail-outs, and future Program Advisories and Mail-Outs issued during the grant performance period.



Exhibit A

- d. Carl Moyer Program Grant Disbursement Request Form.
  - e. The requirements described in the Carl Moyer 2017 Guidelines for infrastructure.
27. **Disbursement Deadline:** The Carl Moyer Program Fiscal Year 2020-2021 funds specified in this Grant Agreement must be disbursed by **June 30, 2023** per the 2017 Carl Moyer Program Guidelines, Volume 1, Chapter 3 (Program Administration), Section B, Table 3-1. Grant disbursement requests must be submitted by the GRANTEE to CARB no later than **April 1, 2023** to ensure adequate time for processing prior to the end of the fiscal year. The GRANTEE shall submit the Grant Disbursement Requests to CARB Accounting Section at: [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison. The GRANTEE must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form. CARB must receive a Board Minute Order or Board Resolution prior to disbursement request.
28. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following grant agreement execution (**June 30, 2025**) must be returned by **September 28, 2025**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
29. **Audit:** GRANTEE agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant 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 is completed, unless a longer period of records retention is stipulated. GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include similar right of the State to audit records and interview staff in any Grant Agreement or Contract related to performance of this Agreement.



**LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD**

**GOVERNING BOARD**

Kevin Stafford, *Chairman*  
Chris Gallagher, *Vice Chairman*  
Tom Hammond  
Jeff Hemphill  
Quincy McCourt  
Brian Moore

**Staff**

Erik Edholm  
*Air Pollution Control Officer*  
Angelina Chamblee  
*Administrative Staff Assistant*

Meeting of June 8, 2021

To: Governing Board

From: Erik Edholm, APCO

Subject: Budget Review

The Lassen County Air Pollution Control District's Fiscal Year 2021-2022 proposed budget is presented to the Board commensurate with cost of services budget provided by the City as stipulated in the Agreement.

Overall, revenues have been projected to increase slightly, while expenditures have been projected to stay the same. Projected revenues, which have proven stable over the years, are in excess of expenditures.

**Recommendation:**

Motion to approve Resolution 20-07 adopting the Fiscal Year 2021-2022 budget.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 21-07**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR  
POLLUTION CONTROL DISTRICT ADOPTING THE FISCAL YEAR 21/22 BUDGET.**

WHEREAS, the Lassen County Air Pollution Control District is a Local Air Pollution Control District that permits stationary sources of Air Pollution, administers and disperses funds through various State grant programs, and enforces, local, state, and federal rules and regulations, and

WHEREAS, the Lassen County Air Pollution Control District annually adopts a budget for its administrative and operational costs, and

WHEREAS, the Lassen County Air Pollution Control District has considered the proposed budget, as depicted in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby adopts the 2021-2022 Fiscal Year Budget as depicted in Exhibit A:

The foregoing resolution was approved and adopted by the following vote of the Board on June 8, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Kevin Stafford, Chairman  
Lassen County Air Pollution Control District

ATTEST:

\_\_\_\_\_  
Erik Edholm  
Air Pollution Control Officer

## EXHIBIT A

## Estimated Revenues Fiscal Year 21/22

## Revenues in Support of Salaries and Benefits / Services and Supplies

Fund Description	Actual Received 18/19	Actual Received 19/20	Estimated Received 20/21				Proposed Budget 21/22
Real Property Taxes	\$ 15,005	\$ 15,240	\$ 25,616				\$ 15,000
State Other DMV FEES	\$ 81,237	\$ 72,968	\$ 79,766				\$ 80,000
Air Pollution Permits	\$ 56,242	\$ 67,042	\$ 76,523				\$ 72,000
ST of California Air Pollution Subvention	\$ 34,400	\$ 34,400	\$ 34,400				\$ 34,400
Interest Revenue	\$ 3,827	\$ 4,804	\$ 1,225				\$ 1,000
Carl Moyer Admin	\$ -	\$ 56,667	\$ 25,000				\$ 31,250
Woodsmoke Reduction Program Admin	\$ -	\$ 24,828	\$ -				\$ -
Oil and Gas Admin	\$ 1,000	\$ -	\$ 2,000				\$ 1,000
AB 197 Admin	\$ -	\$ 26,850	\$ 8,583				\$ 8,583
Prescribed Burn Admin	\$ -	\$ -	\$ 30,753				\$ -
AB 617 Admin	\$ -	\$ -	\$ 29,752				\$ 10,813
FARMER Admin	\$ -	\$ 29,631	\$ 47,870				\$ -
SUBTOTAL	\$ 191,711	\$ 332,430	\$ 361,488				\$ 254,046

## Revenues in Support of Grant Programs

	20/21 Budget	YTD Actual	Budget
State-Other			
FARMER Program	\$ 743,356	\$ 777,687	\$ -
AB 617 Incentive Program	\$ 57,861	\$ 65,821	\$ -
Carl Moyer	\$ 175,000	\$ 175,000	\$ 218,750
			Budget
			\$ 472,796

Exhibit A  
Lassen County Air Pollution Control District  
2021-2022 Expenditure Budget

		Actual Budget 20/21	Proposed Budget 21/22	Increase / Decrease
Salaries and Benefits	\$	170,500	\$ 170,500	\$ -
Services and Supplies	\$	52,000	\$ 52,000	\$ -
Expenditure Subtotal	\$	222,500	\$ 222,500	\$ -
Carl Moyer	\$	271,223	\$ 220,182	\$ (51,041)
FARMER Program	\$	872,817	\$ 229,800	\$ (643,017)
Wood Stove Replacement Program	\$	90,000	\$ 21,000	\$ (69,000)
AB 617 Community Air Protection Program	\$	87,613	\$ 89,392	\$ 1,779
Total	\$	1,544,153	\$ 782,874	\$ (763,058)