

**EL DORADO COUNTY FIRE SAFE COUNCIL**  
**Targeted Airshed Grant Funding Agreement**  
**FUNDING AGREEMENT #7010**

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**THIS AGREEMENT**, made and entered by and between the **El Dorado County Air Quality Management District**, a county air quality management district formed pursuant to Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD") and **El Dorado County Fire Safe Council** (hereinafter referred to as "Grantee");

**WITNESSETH:**

**WHEREAS**, the federal Targeted Airshed Grant program assists local, state, and tribal air pollution control agencies with developing plans and conducting projects to reduce air pollution in nonattainment areas that the United States Environmental Protection Agency ("EPA") determines are the top five most polluted areas relative to ozone, annual average fine particulate matter (PM2.5), or 24-hour PM2.5 National Ambient Air Quality Standards.

**WHEREAS**, the overall goal of the Targeted Airshed Grant Program is to reduce air pollution in the nation's areas with the highest levels of ozone and PM2.5 ambient air concentrations; and

**WHEREAS**, on June 16, 2022, the EPA awarded Targeted Airshed Grant 98T36001 ("TAG") with the Sacramento Metropolitan Air Quality Management District ("SMAQMD"), in which AQMD was named a subrecipient; and

**WHEREAS**, on August 16, 2022, the El Dorado County Air Quality Management District Board authorized the acceptance of TAG funding for work on residential biomass chipping and unpaved roadway paving in the nonattainment areas of El Dorado County; and

**WHEREAS**, on September 15, 2022, AQMD and SMAQMD entered into Memorandum of Understanding ("MOU") 2022-00000038, which defined each party's role in the performance and administration of the work approved by TAG; and

**WHEREAS**, Grantee has proposed a project that meets the eligibility criteria of the TAG that has been approved by AQMD for funding; and

**WHEREAS**, Grantee represents that it is willing and able to perform the activities set forth herein; and

**WHEREAS**, it is the intent of the parties hereto that such activities be in conformity with all applicable federal, state, and local laws;

**NOW, THEREFORE**, AQMD and Grantee mutually agree as follows:

## **ARTICLE I**

### **Project/Project Milestones:**

Grantee shall perform all activities and work necessary to complete a Residential Chipping Program Project (hereinafter referred to as "Project") set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by this reference. Grantee agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. Grantee represents that Grantee has the expertise necessary to adequately perform the Project specified in said Scope of Work.

In the event of any conflict between or among the terms and conditions of this Agreement, the Scope of Work incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

- A. To the text of this Agreement;
- B. MOU 2022-00000038 between AQMD and SMAQMD (Exhibit A);
- C. Environmental Protection Agency Targeted Airshed Grant Notice of Award No. 98T3600 (Exhibit B).

## **ARTICLE II**

**Term and Performance Timetable:** The term of this Agreement shall be for the period starting on the date of full execution of this agreement through December 31, 2026 unless terminated earlier in accordance with Article VII, Termination.

Grantee shall commence performance of work and produce all work products, and complete the Project within the deadlines for performance, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement. No work may begin on the Project until this Agreement is fully executed.

Grantee shall submit all other regular reports as specified in Exhibit C.

## **ARTICLE III**

**Reimbursement/Funding Cap:** AQMD will reimburse Grantee for the cost of the Project in an amount not to exceed three hundred fifty five thousand dollars (\$355,000.00), as follows:

- A. The total obligation of AQMD under this Agreement shall not exceed three hundred fifty five thousand dollars (\$355,000.00), inclusive of all applicable sales taxes and use taxes.

## **ARTICLE IV**

**Payments:** AQMD shall make an initial advance payment to Grantee in the amount of one hundred fifty thousand dollars (\$150,000.00) upon full execution of this agreement, with the funds coming from AQMD's discretionary funds.

After the initial advance payment, funding shall be reimbursed to Grantee by AQMD only after itemized quarterly invoices and verification are submitted to AQMD, Attention: Dave Johnston, APCO, and such invoices and verification are approved by AQMD as set forth below:

- A. Said invoice shall set forth the eligible Project expenses incurred pursuant to this Agreement. Invoice shall contain detailed information and backup documentation for all residential biomass chipping jobs completed in the period covered by the invoice, including:
- Grantee's internal job/trip number,
  - Street address and city,
  - Volume in cubic yards of biomass chipped,
  - Included digital photo of the biomass material before chipping,
  - Amount requested for reimbursement for each chipping job completed, including invoices from contractor(s) if applicable.
- B. Invoices shall be submitted to AQMD by the 7<sup>th</sup> day of each month following the end of a calendar quarter (January 7<sup>th</sup>, April 7<sup>th</sup>, July 7<sup>th</sup>, October 7<sup>th</sup>) in order for AQMD to prepare and submit Targeted Airshed Grant reports and invoices to the Sacramento Metropolitan Air Quality Management District before quarterly deadlines.
- C. The itemized invoices and supporting documentation are subject to verification and approval by the APCO. Payment to Grantee for eligible Project expenses will be made within sixty (60) calendar days of the APCO's approval and verification.
- D. In no event shall reimbursement paid by AQMD to Grantee for the eligible Project expenses pursuant to this Agreement exceed the amount set forth in ARTICLE III, Reimbursement / Funding Cap.
- E. AQMD shall deduct one hundred fifty thousand dollars (\$150,000.00) from the last quarterly reimbursement(s) of TAG funds to Grantee, in order to refresh AQMD funds that were used for the initial advance payment to Grantee.

Surplus Funds: Any funding under this Agreement, which is not expended by Grantee or subject to reimbursement to Grantee pursuant to the terms and conditions of this Agreement shall automatically revert to AQMD. Only expenditures incurred by Grantee in the direct performance of this Agreement will be reimbursed by AQMD.

## **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE VI**

**Independent Grantee/Liability:** Grantee is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs work required by the terms of this Agreement and exclusively assumes responsibility for the acts of Grantee's employees, associates, and subcontractors in connection with the performance of Grantee's obligations under the Project and this Agreement.

Grantee shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. AQMD shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Grantee or its employees.

ARTICLE VI, Independent Grantee/Liability, shall survive any termination of this Agreement.

#### **ARTICLE VII**

**Termination:** AQMD may withhold payments or immediately suspend or terminate this Agreement, in whole or in part, where in the determination of AQMD there is:

- A. An illegal or improper use of the grant funds;
- B. A failure to comply with any term of this Agreement;
- C. A substantially incorrect or incomplete report submitted to AQMD;
- D. Improperly performed services.

In no event shall any payment by AQMD constitute a waiver by AQMD of any breach of this Agreement or any default, which may then exist on the part of Grantee. Neither shall such payment impair or prejudice any remedy available to AQMD with respect to the breach or default. Grantee shall promptly refund to AQMD, upon demand, any funds disbursed to Grantee under this Agreement which in the judgment of AQMD were not expended in accordance with the terms of this Agreement. This obligation of Grantee to refund monies shall survive any termination of the Agreement.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

Either party may terminate this Agreement without cause at any time upon giving the other party thirty (30) days advance, written notice of termination. In such case, AQMD will, pursuant to the requirements of ARTICLE IV, Payments, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, the entire work product produced by Grantee shall be promptly delivered to AQMD. However, Grantee acknowledges and agrees that its obligations under ARTICLE I, Project/Project Milestones, survive any termination of this Agreement.

#### **ARTICLE VIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to AQMD shall be addressed as follows:

AIR QUALITY MANAGEMENT DISTRICT  
330 Fair Lane  
Placerville, CA 95667  
Attn.: Dave Johnston, Air Pollution Control Officer

or to such other location as AQMD directs.

with a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division

330 Fair Lane  
Placerville, CA 95667  
Attn.: Michele Wiemer, Purchasing Agent  
Notices to Grantee shall be addressed as follows:

EL DORADO COUNTY FIRE SAFE COUNCIL  
515 Main Street, Suite 103  
Placerville, CA 95667  
Attn: Roger "Pat" Dwyer

or to such other location as Grantee directs.

#### **ARTICLE IX**

**Change of Address:** In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify AQMD in writing as provided in ARTICLE IX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by AQMD's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE X**

**Indemnity:** Grantee shall defend, indemnify, and hold AQMD, El Dorado County, and their Boards, officers, agents, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD and El Dorado County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Grantee's services, operations, or performance hereunder or the purchase, installation, maintenance, or use of equipment, or any other goods, services, or equipment purchased pursuant to this Agreement regardless of the existence or degree of fault or negligence on the part of AQMD or El Dorado County, the Grantee, contractor(s), subcontractor(s) and employee(s) of any of these, except for the sole or active negligence of AQMD, El Dorado County, and their officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save AQMD and El Dorado County harmless includes the duties to defend set forth in Civil Code section 2778.

In no event shall AQMD or El Dorado County be liable to Grantee or any third party for any direct, indirect, consequential, special, incidental, or punitive damages for the design, manufacture, operation, use, maintenance, performance, or demonstration of the equipment, or any other goods, services, or equipment purchased pursuant to this Agreement under any theory, including but not limited to tort, contract, breach of warranty, or strict liability.

The obligations in this Article shall survive any termination of this Agreement.

#### **ARTICLE XI**

**Insurance:** Grantee shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Management Division and documentation evidencing that Grantee maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Grantee as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Grantee shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Management Division as evidence that the insurance required above is being maintained.
- D. The insurance will be issued by an insurance company acceptable to County of El Dorado Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- E. Grantee agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Grantee fails to keep in effect at all times insurance coverage as herein provided, AQMD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Grantee agrees that no work or services shall be performed prior to the giving of such approval.
- F. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to El Dorado County and AQMD; and
  - 2. The County of El Dorado, AQMD, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- G. Grantee's insurance coverage shall be primary insurance as respects the County of El Dorado, AQMD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by AQMD, its officers, officials, employees or volunteers shall be in excess of Grantee's insurance and shall not contribute with it.
- H. Any deductibles or self-insured retentions must be declared to, and approved by, the County of El Dorado and AQMD. At the option of the County of El Dorado and AQMD, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County of El Dorado, AQMD, its officers, officials, employees, and volunteers; or Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County of El Dorado, AQMD, its officers, officials, employees, or volunteers.
- J. The insurance companies shall have no recourse against the County of El Dorado, AQMD, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

- K. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- L. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- M. The certificate of insurance shall meet such additional standards as may be determined by the County of El Dorado, AQMD, either independently or in consultation with County's Risk Management Division as essential for protection of the County of El Dorado and AQMD.

## **ARTICLE XII**

**Audits, Inspections and Enforcement:** Grantee shall retain the documentation for activities performed under this Agreement for at least three (3) years from the termination of Grantee's obligations under this Agreement or until all state and federal audits are completed for the applicable fiscal year, whichever is later.

AQMD, SMAQMD, EPA, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement – this includes programmatic and fiscal records and documentation. AQMD and SMAQMD, as an intended third party beneficiary, have the right to audit and enforce the terms of the Agreement at any time during the Agreement term plus two (2) years. Grantee shall maintain such records for possible audit for a minimum of the Agreement term plus three (3) years. Grantee shall 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 for a minimum of the Agreement term plus three (3) years. Further, Grantee agrees to include a similar right of AQMD and SMAQMD to audit records and interview staff in any subcontract related to performance of the Agreement. AQMD, SMAQMD, or their designated representative shall have the right to inspect the Project equipment during the entire term of the Agreement plus two (2) years as long as it is still in use after the Agreement term. If, after audit, AQMD, SMAQMD or EPA make a determination that funds provided to Grantee pursuant to this Agreement were not spent in conformance with this Agreement, or any other applicable provisions of law, Grantee agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

Grantee acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

The obligations set forth in this section shall survive any termination of this Agreement.

## **ARTICLE XIII**

**Compliance With Applicable Laws:** Grantee shall comply, for the full term of this Agreement, with all federal, State, and local laws and ordinances which are or may be applicable to the Project to be undertaken by Grantee including but not limited to Targeted Airshed Grant program requirements, prevailing wage requirements and work day definitions where applicable, Government Code section 8546.7, contracting license requirements and permits.

#### **ARTICLE XIV**

**Maintenance:** Grantee shall operate and maintain the replacement equipment according to the manufacturer's warranty specifications for as long as Grantee owns and operates the replacement equipment.

#### **ARTICLE XV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XVI**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Grantee warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XVII**

**Agreement Administrator:** The AQMD Officer or employee with responsibility for administration of this Agreement is Dave Johnston, Air Pollution Control Officer, or successor.

#### **ARTICLE XVIII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XIX**

**Partial Invalidity:** If any provision or part of a provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XX**

**No Third Party Beneficiaries:** Except as otherwise provided in Article XII, Audits, Inspections and Enforcement, nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral Agreements or understandings.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**--COUNTY OF EL DORADO  
AIR QUALITY MANAGEMENT DISTRICT--**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Dave Johnston  
Air Pollution Control Officer  
"AQMD"

**--EL DORADO COUNTY FIRE SAFE COUNCIL--**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Ken Pimlott  
Chairperson  
"Grantee"

# Exhibit A

## MOU 2022-0000038

DocuSign Envelope ID: D1CE29D4-C25A-46AC-874B-3E7F2849C991

Sac Metro Air District MOU No. 2022-0000038  
EDCAQMD Contract 6814

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT  
EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is between **Sacramento Metropolitan Air Quality Management District (Sac Metro Air District)**, a California local public agency, and **El Dorado County Air Quality Management District (El Dorado AQMD)**.

### 1.0 Recitals

- 1.1 The United States Environmental Protection Agency (EPA) provides financial assistance to local air districts under the Targeted Airshed Grant (TAG) 2021 Program. The overall goal of the TAG Program is to fund emission reduction activities to reduce air pollution in nonattainment areas with the highest levels of ozone and PM 2.5 ambient air concentrations in the United States. The EPA identified Sacramento, California as one of the nonattainment areas eligible for this funding. The Sacramento Federal Ozone Nonattainment Area (SFNA) is comprised of all of Sacramento and Yolo counties, and parts of Solano, Sutter, El Dorado, and Placer counties.
- 1.2 On June 16, 2022, the EPA awarded \$7,070,148 of TAG funds to the Sac Metro Air District as the recipient of the five-year grant for the SFNA. The project period is from May 1, 2022 to April 30, 2027. Pre-award costs are approved beginning May 1, 2022. The Grant Number (FAIN) for this award is 98T36001 and the CFDA number is 66.956 - Targeted Airshed Grant Program. The grant statutory authority is the 2021 Consolidated Appropriations Act (PL116-260). The grant is awarded under the regulatory authority of 2 CFR 200, 2 CFR 1500, and 40 CFR 33.
- 1.3 El Dorado AQMD, Placer County Air Pollution Control District (Placer County APCD), and Yolo-Solano Air Quality Management District (Yolo-Solano AQMD) are not eligible to receive the TAG funding directly from the EPA and require an approved agency to receive the monies from the EPA and administer the disbursement of the funds as a pass-through. The Sac Metro Air District will serve as the TAG recipient and El Dorado AQMD, Placer County APCD, and Yolo-Solano AQMD will be sub-recipients of the grant.
- 1.4 The TAG project activities to be performed include replacing older school buses with new school buses; replacing agricultural equipment with cleaner equipment; paving unpaved roadways; chipping residential biomass as an alternative to open burning; replacing existing harvesters with new, low-dust equipment; and providing agricultural chipping as an alternative to open burning. All activities will reduce PM 2.5 ambient air emission in their nonattainment communities.
- 1.5 The El Dorado AQMD portion of the total grant award is \$971,890 for the five-year grant period, and includes the following activities:
  - Unpaved Road Paving – Pave 4.8 miles of unpaved roadways
  - Residential Biomass Chipping – Chip 250,000 cubic yards of vegetation
- 1.6 On July 28, 2022, the Sac Metro Air District Board of Directors passed a motion to authorize the Air Pollution Control Officer (APCO) to execute MOUs with El Dorado AQMD, Placer County APCD, and Yolo-Solano AQMD for the Sac Metro Air District to provide the administrative function for the TAG funds and for the pass-through of TAG funds to the sub-recipients.

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**NOW, THEREFORE**, in consideration of the mutual promises hereafter set forth, Sac Metro Air District and El Dorado AQMD agree as follows:

## 2.0 Terms and Conditions

### 2.1 Purpose of MOU

The purpose of this MOU is to set forth the expectations of El Dorado AQMD and Sac Metro Air District regarding Sac Metro Air District's role as the recipient/administrator for federal funds passed through to El Dorado AQMD under the EPA TAG Program. El Dorado AQMD is the sub-recipient of the TAG funds.

### 2.2 Term of MOU

The term of this MOU will commence **upon full execution** and terminates on **August 31, 2027**.

### 2.3 Scope of Services

A description of the Scope of Services for each party is outlined in Exhibit A.

### 2.4 EPA TAG Terms and Conditions

The EPA Notice of Award dated 6/16/2022 is attached as Exhibit B and incorporated herein. All terms and conditions outlined in the Notice of Award apply to Sac Metro Air District as the grant recipient and El Dorado AQMD as the grant sub-recipient.

### 2.5 Indemnification

- A. Sac Metro Air District will indemnify and defend El Dorado AQMD, its officers, agents, and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of a person, or economic or consequential loss arising from or related to or claimed or alleged to have arisen from or been related to the negligence of Sac Metro Air District in the performance of its obligations under this MOU.
- B. El Dorado AQMD will indemnify and defend Sac Metro Air District, its officers, agents, and employees from and against all claims, demands, losses, damages, liability, costs, and expenses of whatever nature including court costs and attorney fees, whether for damages or loss of property, injury to or death of a person, or economic or consequential loss arising from or related to or claimed or alleged to have arisen from or been related to the negligence of El Dorado AQMD in the performance of its obligations under this MOU.

### 2.6 Termination

Either party may terminate this MOU at any time by providing the other party written notice. The Sac Metro Air District, through its APCO, may terminate or amend this Contract without prior notice if advised that EPA funds are not available for this Contract or any portion of this Contract. If the Sac Metro Air District terminates or amends this Contract under this paragraph, the Sac Metro Air District must serve notice of the action on El Dorado AQMD within two (2) working days.

### 2.7 Communication

Any communication between the parties that is required under the provisions of this MOU must be in writing, and be either: (i) personally delivered, (ii) sent by prepaid, certified first-class mail, return

receipt requested, or (iii) sent by electronic mail (provided confirmation of delivery is confirmed via read receipt). Communications must be addressed to the parties as follows:

To El Dorado AQMD	To Sac Metro Air District
Scott Wilson Air Quality Administrative Analyst El Dorado County Air Quality Management District 330 Fair Lane Placerville, CA 95667 Phone (530) 621-7554 Email: <a href="mailto:scott.wilson@edcgov.us">scott.wilson@edcgov.us</a>	Mark Loutzenhiser Program Coordination Division Manager Sacramento Metropolitan Air Quality Management District 777 12 <sup>th</sup> Street, Ste. 300 Sacramento, CA 95814 Phone (279) 207-1160 Email: <a href="mailto:MLoutzenhiser@airquality.org">MLoutzenhiser@airquality.org</a>

- A. **Change of Mailing or Email Addresses:** Either party may change the mailing and/or email addresses for service by giving 15 days' advance written notice to the other party.
- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received (i) upon delivery if personally delivered, (ii) on the 5<sup>th</sup> day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the email delivery confirmation if sent by email.

2.8 **Audit of Records**

With regard to this MOU, both parties will maintain appropriate financial records and each party may demand access to these financial records to perform an audit. Both parties must make these records available to the requesting party within thirty (30) days after receiving a request for the records. Both parties must maintain records for five (5) years after the termination of the MOU.

2.9 **Severability**

If any provision of this MOU is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this MOU, and this MOU will be construed and enforced as if such provision had not been included.

2.10 **Payments that Contravene the Law**

Sac Metro Air District has no liability for payment of any expenses that are found to contravene the law. El Dorado AQMD will reimburse Sac Metro Air District for any funds paid by it under this MOU that are later determined to contravene federal, state, or local laws and regulations.

2.11 **Waiver of MOU Provisions**

Waiver by either party of any default, breach, or condition precedent will not be construed as a waiver of any other default, breach, or condition precedent or right under this MOU.

2.12 **MOU Manager**

The **Program Coordination Division Manager** is Sac Metro Air District's named Contract Manager for this MOU. It is the responsibility of the Contract Manager to 1) verify compliance with the terms and conditions of the MOU, 2) review and approve all invoices under this MOU, and 3) ensure that all required reports are submitted to EPA. The APCO may designate a new Contract Manager.

2.13 **Alteration**

No alteration or variation of the terms of this MOU is valid unless made in writing and signed by both parties.

2.14 **Counterparts**

This MOU may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Signatures transmitted via facsimile or portable document format (pdf) to other parties to this MOU will be deemed equivalent to original signatures on counterparts.

2.15 **Successors**

This MOU will bind the successors of Sac Metro Air District and El Dorado AQMD in the same manner as if they were expressly named.

2.16 **Entire Agreement**

This MOU constitutes the entire understanding between Sac Metro Air District and El Dorado AQMD in the same manner as if they were expressly named. This MOU includes the following documents, which are incorporated as though fully set forth herein:

- Exhibit A – Scope of Services
- Exhibit B – EPA TAG Notice of Award No. 98T36001
- Exhibit C – TAG Budget

2.17 **Authority to Bind**

The persons signing on behalf of the parties to this MOU warrant that they have the legal authority to execute this MOU.

**Executed by:**

**Sacramento Metropolitan Air Quality  
Management District**

**El Dorado County Air Quality Management  
District**

Alberto Ayala  
Alberto Ayala, Ph.D., M.S.E.  
Executive Director/APCO

Dave Johnston  
Dave Johnston  
Air Pollution Control Officer

Date: 9/15/2022

Date: 9/7/2022

Reviewed by:

Kathrine Pittard  
Kathrine Pittard  
District Counsel

**Exhibit A**  
**Scope of Services**

The scope of work for each party is described as follows:

**Fiscal Agent:** The Sac Metro Air District is the grant recipient/fiscal agent for the EPA TAG program for the project period. The EPA project period is from May 1, 2022 to April 30, 2027.

**Subrecipient:** El Dorado AQMD is a sub-recipient of the TAG.

**Award Amount:** The grant provides a total federal funding of \$7,070,148 for the five-year grant term per the budget summary outlined on page 3 in the Notice of Award (Exhibit B).

**Sac Metro Air District Responsibilities**

**1. Invoicing:**

- A. **Invoice Review** – Sac Metro Air District will review and approve all qualified El Dorado AQMD invoices within 30 days of the submission of a complete invoice package. Invoices will be submitted quarterly by the 15<sup>th</sup> day of the calendar month following fiscal quarter-end (i.e., October 15<sup>th</sup> for the fiscal quarter ended September 30<sup>th</sup>). El Dorado AQMD may also submit invoices monthly when necessary to expedite reimbursement for disbursements under the program. The monthly invoice review and payment process will follow the same processing guidelines outlined for a quarterly invoice. El Dorado AQMD will notify Sac Metro Air District before submitting a monthly invoice.

A complete invoice package includes the El Dorado AQMD invoice and all documents to support the invoiced amounts, as required per the Terms and Conditions section of the Notice of Award (Exhibit B). Sac Metro Air District will approve for payment of all reasonable and supported expenses. Any items not resolved or supported in a given invoice will not be paid at that time. Once resolved these items may be included in future invoices.

- B. **Invoice Payment** – Sac Metro Air District will pay approved El Dorado AQMD invoices within 30 days of approval. Payments will be made by ACH or check. Details of the payment process are as follows:

Once the invoice is approved, Sac Metro Air District will request reimbursement from the EPA for the requested amount. When the funds are received by the Sac Metro Air District (generally within five (5) business days of the request), the Sac Metro Air District will process payment to El Dorado AQMD via the regular payment process of the Sac Metro Air District. If funds are not available from the EPA on the grant to the Sac Metro Air District, payment will not be made to the El Dorado AQMD.

- C. **Allowable Costs** – Sac Metro Air District and El Dorado AQMD will follow 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award costs. Under this guidance, costs must be necessary and reasonable for the performance of the award and be allocable. Only allowable costs will be approved for reimbursement.

**2. Reporting:**

- A. **EPA Reporting** – Sac Metro Air District will submit the following reports to the EPA:

**i. Quarterly Reporting:**

Submit the required reporting template to the EPA based on data contained in the quarterly reports received from El Dorado AQMD. Sac Metro Air District will submit the EPA reports according to the following schedule:

- October 1 - December 31, Reporting Period: Report due January 31;
- January 1 - March 31, Reporting Period: Report due April 30;
- April 1 - June 30, Reporting Period: Report due July 31;
- July 1 - September 30, Reporting Period: Report due October 31.

**ii. Final Reporting:**

Sac Metro Air District will submit the final performance report to the EPA within 120 days after the project period end date or termination of the EPA assistance agreement. The report will be based on the data submitted in the final performance report from El Dorado AQMD.

- B. Schedule of Expenditures of Federal Awards (SEFA) Reporting – Sac Metro Air District will assist El Dorado AQMD and the El Dorado County Auditor-Controller with SEFA reporting as required by the EPA and external Certified Public Accountants (CPA).

3. **Sub-recipient Monitoring:** Sac Metro Air District will comply with all provisions of 2 CFR Part 200, 2 CFR Part 1500, and the EPA Subaward policy in monitoring El Dorado AQMD as a sub-recipient of the TAG funds. This will include an annual meeting with El Dorado AQMD to perform monitoring requirements.

**El Dorado AQMD's Responsibilities**

**1. Invoicing:**

- A. Basis of Invoiced Expenses - Amounts will be invoiced on a reimbursement basis (i.e., expenditures made before the request for reimbursement).
- B. Invoice Submission – Submit grant invoices with all required supporting documentation for eligible expenses within 15 calendar days of the end of each fiscal quarter or month, as applicable, for which reimbursement of expenses is being sought. The El Dorado AQMD invoice will include complete supporting documentation.
- C. Invoice Format – The invoice package will be submitted electronically to the Sac Metro Air District SharePoint link. El Dorado AQMD will e-mail the Sac Metro Air District Controller and/or their designee notifying Sac Metro Air District when an invoice is submitted/sent.
- D. Invoice Information Requests – El Dorado AQMD will respond to Sac Metro Air District requests for information to support quarterly or monthly invoices on a timely basis, not to exceed 10 business days.
- E. Invoice Award Limit – Invoices will be submitted in a total amount not to exceed the EPA grant award for El Dorado AQMD identified in the TAG Budget (Exhibit C).
- F. Timing of Expenses - Expenditures submitted for reimbursement must occur within the term of the TAG project.
- G. Allowable Costs – El Dorado AQMD will follow 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award costs. Under this guidance, costs must

be necessary and reasonable for the performance of the award and be allocable. El Dorado AQMD will only submit allowable costs for reimbursement.

**2. Reporting:**

A. **EPA Reporting** – El Dorado AQMD will follow all reporting requirements as outlined in the TAG Notice of Award (Exhibit B) for Quarterly and Final Reports, including:

**i. Quarterly Reporting:**

El Dorado AQMD will provide quarterly reporting to Sac Metro Air District by the 15<sup>th</sup> calendar day of the month following fiscal quarter-end. The template to be completed will be provided by the EPA. El Dorado AQMD will submit the EPA reports according to the following schedule:

- October 1 - December 31, Reporting Period: Report due January 15;
- January 1 - March 31, Reporting Period: Report due April 15;
- April 1 - June 30, Reporting Period: Report due July 15;
- July 1 - September 30, Reporting Period: Report due October 15.

**ii. Final Reporting**

El Dorado AQMD will submit the final performance report to the Sac Metro Air District within 90 days after the project period end date or termination of the EPA assistance agreement.


3. **Audited financial statements:** In conjunction with the El Dorado County Auditor-Controller, the El Dorado AQMD will provide to the Sac Metro Air District the audited annual financial statements 60 days after financial statements are issued by the external CPA.
4. **Annual Budget:** Provide to the Sac Metro Air District the annual budget for the EPA TAG funding within 60 days after Board approval.
5. **Response to Audit Requests:** In conjunction with the El Dorado County Auditor-Controller, provide a timely response in not more than 10 business days to requests from the Sac Metro Air District for documents to support audit requests for documents not previously provided (i.e., EPA audits, external CPA audits, etc.).
6. **SEFA Reporting:** In conjunction with the El Dorado County Auditor-Controller, assist the Sac Metro Air District with SEFA reporting as required by the EPA and external CPAs.
7. **Sub-recipient Monitoring:** As a sub-recipient of the TAG funds, El Dorado AQMD will meet annually, at a minimum, with Sac Metro Air District finance staff to comply with EPA sub-recipient monitoring requirements and review grant performance.



## Exhibit B

## EPA TAG Notice of Award No. 98T36001

TA - 98T36001 - 0 Page 1

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	GRANT NUMBER (FAIN): 98T36001	DATE OF AWARD
		MODIFICATION NUMBER: 0	06/16/2022
		PROGRAM CODE: TA	MAILING DATE
		TYPE OF ACTION	06/22/2022
		NEW	ACH#
		PAYMENT METHOD:	90390
		ASAP	
RECIPIENT TYPE:		Send Payment Request to:	
Special District		Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT:		PAYEE:	
Sacramento Metropolitan AQMD 777 12th Street, 3rd Floor Sacramento, CA 95814 EIN: 68-0382186		Sacramento Metropolitan AQMD 777 12th Street, 3rd Floor Sacramento, CA 95814	
PROJECT MANAGER		EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Mark Loutzenhiser 777 12th Street 3rd Floor Sacramento, CA 95814-1908 Email: mloutzenhiser@airquality.org Phone: 916-874-4872		Angela Latigue 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: latigue.angela@epa.gov Phone: 415-947-4170	Alexandrea Perez Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: perez.alexandrea@epa.gov Phone: 415-972-3826
PROJECT TITLE AND DESCRIPTION			
Targeted Air Shed - Sacramento PM2.5 Nonattainment Area Community Air Shed See attachment 1 for project description			
BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
05/01/2022 - 04/30/2027	05/01/2022 - 04/30/2027	\$13,603,313.00	\$13,603,313.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 06/24/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$7,070,148.00. EPA agrees to cost-share 51.97% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$7,070,148.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date, or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer			DATE
			06/16/2022

### EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$7,070,148	\$7,070,148
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$4,696,967	\$4,696,967
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$1,836,198	\$1,836,198
Allowable Project Cost	\$0	\$13,603,313	\$13,603,313

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.956 - Targeted Airshed Grant Program	2021ConsolidatedAppropriationsAct(PL116-260)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
SMAQMD	2209M9S010	21	E4	09M2	000AJ9	4193	-	-	\$7,070,148
									\$7,070,148

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$27,648
2. Fringe Benefits	\$11,059
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$13,564,606
9. Total Direct Charges	\$13,603,313
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient 48.03 % Federal 51.97 %)	\$13,603,313
12. Total Approved Assistance Amount	\$7,070,148
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$7,070,148
15. Total EPA Amount Awarded To Date	\$7,070,148

**Attachment 1 - Project Description**

The purpose of this cooperative agreement is to provide assistance to the Sacramento Metropolitan Air Quality Management District (SMAQMD) to coordinate and passthrough funding to the El Dorado Air Quality Management District (EDCAQMD), Placer County Air Pollution Control District (PCAPCD) and the Yolo Solano Air Quality Management District (YSAQMD) in effort to reduce PM 2.5 ambient air emissions in their nonattainment communities.

This agreement provides full federal funding in the amount of \$7,070,148. Preaward costs have been approved back to May 1, 2022. Activities to be performed are replacing older school buses with new school buses; replacing agricultural equipment with cleaner equipment; paving unpaved roadways; chipping residential biomass as an alternative to open burning; replacing existing harvesters with new, low-dust equipment; and providing agricultural chipping as an alternative to open burning. All activities will reduce PM 2.5 ambient air emissions in their nonattainment communities.

The anticipated deliverables and outcomes of this award include replaced older school buses with new school buses; replaced agricultural equipment with cleaner equipment; paved roadways; alternatives to open burning; replaced low-dust harvesting equipment; and chipped agricultural biomass. Direct beneficiaries of this project are community residents, visitors, and businesses within the counties of El Dorado, Placer and Yolo Solano air basins who will have decreased exposure to fine particulate matter (PM 2.5) emission pollution.

Activities to be performed are replacing older school buses with new school buses; replacing agricultural equipment with cleaner equipment; paving unpaved roadways; chipping residential biomass as an alternative to open burning; replacing existing harvesters with new, low-dust equipment; and providing agricultural chipping as an alternative to open burning.

### **Administrative Conditions**

Administrative Conditions "A" through "E" below apply. In addition, for General Terms and Conditions please reference the paragraph below.

#### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

#### **A. Federal Financial Reporting (FFR)**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtfrc-grants@epa.gov](mailto:rtfrc-grants@epa.gov) no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtfrc-grants@epa.gov](mailto:rtfrc-grants@epa.gov) within 120 days after the end of the project period.)

#### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.324 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

*State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.*

#### **C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)**

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions can be found at <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) currently, set at \$250,000 (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. For section 2B, the Region 9 EPA DBA Coordinator is Alexandra Perez, email: [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov), phone: 415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Grants Specialist identified on page 1 of the award document.

**D. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

**E. Non-Federal Third-Party Contributions**

This award includes non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (2 CFR Part 200.306).

**Programmatic Conditions**

**I. FOUNDATIONAL PROGRAMMATIC TERMS AND CONDITIONS**

**A. Workplan and Budget Revisions**

The recipient is expected to carry out the tasks and activities in the approved workplan. The recipient shall consult the U.S. Environmental Protection Agency (EPA) Project Officer (PO) regarding whether a proposed budget or workplan activity revision constitutes a significant change in the scope or the objective of the project or program. The recipient may not make significant changes to the proposed activities in the EPA-approved workplan or budget without prior written approval from EPA. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If issues arise regarding workplan activities (including technology compatibility issues) that cannot be resolved, EPA may elect to terminate the cooperative agreement following the procedural requirements of 2 CFR Parts 200 and 1500, and if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved workplan that would result in undermining the integrity of the award competition will not be approved.

**B. Substantial Federal Involvement for Cooperative Agreements**

EPA will be substantially involved in overseeing this cooperative agreement, which may include, but is not limited to programmatic oversight and monitoring, reviewing project phases, approving substantive terms included in professional

services contracts (EPA will not direct or recommend that the recipient enter into a contract with a particular entity), and EPA collaboration regarding scope of work and mode of operation.

### **C. Quarterly Performance Reporting and Final Performance Report**

#### **C.1. Quarterly Reports – Content**

The recipient must submit quarterly performance reports that address the progress made to achieve the workplan commitments. The recipient must include summary information on technical progress and expenditures, and planned activities for next quarter.

In accordance with 2 CFR §200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas:

- a. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period;
- b. the reasons why established outputs/outcomes were not met; and
- c. additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

A suggested template for the quarterly reports will be provided by the PO. Additionally, the recipient agrees to inform the PO as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan arise.

For replacement projects, each quarterly report must include the total number of scrapped and replaced, replaced-only, and/or repaired devices.

For road and/or alley paving projects, each quarterly report must include:

- a. a detailed list of each road segment that was improved
- b. specific location identifiers, such as cross-streets; and
- c. the start/end point of each road segment.

For each paved road segment, the performance report must include clear photographs of the area both before and after the road is paved, or as outlined in the recipient's approved workplan.

For reducing residential and/or agricultural biomass, each quarterly report must provide an update of these activities. To the extent possible and/or specified in the approved workplan, include quantifiable biomass removed, chipped and/or prevented from being burned.

#### **C.2. Final Report – Content**

The recipient must submit the final performance report to the PO within 120-days after the project period end date or termination of the assistance agreement. A suggested template for the final report, similar to the quarterly report template, will be provided by the PO. As applicable, the total number of removed and/or scrapped devices, the total number of repaired devices, and the total number of new funded devices must be included in the final performance report. The final performance report must include the following:

- a. A narrative summary of the project or activity.

- b. Project results (outputs and outcomes) as reflected in the final, approved workplan, which must include but are not limited to the following:
- i. For demonstration projects, testing processes and results, and/or the performance of the device(s) must be provided.
  - ii. Final estimated air emissions benefit calculations for all the activities undertaken by the recipient. Estimated emissions benefits may include pollutants (e.g., PM2.5 and NOx) that affect the nonattainment status of the area where the project is located. The final estimated emission benefit calculations must be based on the actual number and type of funded devices as included in the workplan. The recipient must include the methodologies and a detailed explanation of how these estimated values were derived, as well as any assumptions or default values used for the purposes of emissions benefit calculations.
- C. Required documentation, as listed in Section II.A.3. below.
- d. A description of how the project or activities contributed towards compliance with the State Implementation Plan and/or National Ambient Air Quality Standards.
- e. A discussion of the problems, successes, and lessons learned – including feedback received from project participants (e.g., program beneficiaries, members of the public, subrecipients, contractors, etc.) – for the project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere.
- f. If any cost-share or leveraged funds were reported, the recipient must identify the source of funds.
- g. If any program income was generated, the recipient must identify the amount of program income, how it was generated, and how the program income was used, as described in the Program Income section below.
- h. To the extent possible, qualitative estimated health benefits achieved, which can be measured by the type of illnesses prevented, avoided health care costs, missed work/school days avoided or reduced mortality from air pollution.

### C.3. Quarterly Reports – Due Dates

Quarterly reports are due according to the following schedule, or an alternative schedule with prior approval by the PO:

- October 1 - December 31; Reporting Period: report due January 31;
- January 1 - March 31; Reporting Period: report due April 30;
- April 1 - June 30; Reporting Period: report due July 31; and
- July 1 - September 30; Reporting Period: report due October 31.

This quarterly reporting schedule shall be repeated for the duration of the award agreement.

### C.4. Final Report – Due Date

The recipient must submit the final performance report to the PO within 120-days after the project period end date or termination of the assistance agreement.

### C.5. Subaward Reporting Requirement for Quarterly and Final Reports

A subaward means an award provided by the recipient to a subrecipient for the subrecipient to carry out part of this Targeted Airshed Grant project. It does not include payments to contractors or payments to program beneficiaries receiving



participant support costs. The recipient must comply with applicable provisions of 2 CFR Part 200, 2 CFR Part 1500, and the EPA Subaward Policy, which may be found at: [epa.gov/grants/epa-subaward-policy](http://epa.gov/grants/epa-subaward-policy). The recipient must report on its subaward monitoring activities under 2 CFR §200.332(d). Examples of items that must be reported:

- C.5.1. Summaries of results of reviews of financial and programmatic reports.
- C.5.2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- C.5.3. Environmental results the subrecipient achieved.
- C.5.4. Summaries of audit findings and related pass-through entity management decisions.
- C.5.5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR §200.208, 2 CFR §200.332(e), and 2 CFR §200.339 Remedies for Noncompliance.

#### **D. Cybersecurity Grant Conditions for Recipients**

##### **D.1. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia**

The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

D.1.1. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency Information Technology (IT) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the PO no later than 90-days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

D.1.2. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in D.1.1. if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR §200.332(d), by inquiring whether the subrecipient has contacted the PO. Nothing in this condition requires the recipient to contact the PO on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

#### **E. Delays or Favorable Developments**

The recipient agrees that it will promptly notify the PO of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the workplan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The recipient agrees that it will also

notify the PO of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

#### **F. Procurement Procedures**

The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. For State recipients, if EPA funds are used to purchase goods or services, the State recipient agrees to comply with 2 CFR §200.317, *Procurement by states*; 2 CFR §§1500.10, *General procurement standards*; and 40 CFR Part 33, *Disadvantaged Business Enterprises Rule*.

All other non-State recipients must comply with the procurement under grants standards of 2 CFR §§200.318 – 327, 2 CFR §§1500.10, and 40 CFR Part 33 including conducting procurement transactions in a manner providing full and open competition as set forth in the applicable regulations. Approval of a funding proposal does not relieve recipients of their obligations to compete service contracts, and conduct cost and price analyses. In addition, a subaward cannot be used if the transaction falls within the category of a procurement.

#### **G. Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf](http://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf) or a copy may also be requested by contacting the PO for this award.

#### **H. Public or Media Events**

The recipient agrees to notify the PO listed in this award document of a press release and public or media events publicizing the accomplishment of significant events related to projects resulting from this agreement and provide the opportunity for review of a press release or attendance and participation by federal representatives with at least ten working days' notice.

#### **I. Leveraging**

##### ***Leveraging***

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated June 24, 2021 (**See also clause below if the leveraging included a voluntary cost-share contribution or overmatch**). If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated June 24, 2021, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

##### ***Voluntary Cost-Share or Overmatch***

This award and the resulting federal funding of \$7,070,148 is based on estimated costs requested in the recipient's

application dated June 24, 2021. Included in these costs is a voluntary cost-share contribution of \$6,533,165 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated June 24, 2021. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated June 24, 2021, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

#### **J. Participant Support Costs/Rebates**

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Program beneficiaries cannot be a contractor, subrecipient, or employee of recipient. Participant support costs are not subawards as defined by 2 CFR §200.1 and should not be treated as such. Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement.

- Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to *Interim EPA Guidance on Participant Support Costs*: [www.epa.gov/sites/production/files/2018-09/documents/interim\\_guidance\\_on\\_participant\\_support\\_costs.pdf](http://www.epa.gov/sites/production/files/2018-09/documents/interim_guidance_on_participant_support_costs.pdf).
- Recipient must maintain source documentation regarding program support funds to ensure proper accounting of EPA funds.
- Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:
  - Describe the activities that will be supported by rebates, stipends, subsidies or other payments;
  - Specify the amount of the rebate, subsidy, stipend, or other payment;
  - Identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment; and
  - Specify any reporting required by the program beneficiary and the length of time for such reporting.
- Recipient must obtain the prior written approval from EPA's Award Official if it wants to provide participant support costs that were not described in the approved workplan and budget. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, EPA will not approve the request.
- Recipient must obtain prior written approval from EPA's Award Official if recipient wants to modify the amount approved (upwards or downwards) for participant support costs. If the recipient's request would result in undermining

the integrity of the competition this grant or cooperative agreement was awarded under, EPA will not approve the request.

## **II. ACTIVITY-SPECIFIC AND PROJECT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS**

These Specific Programmatic Terms and Conditions apply to assistance agreements that fund replacement-only, repair, and scrappage and replacement project(s). Replacement-only and scrappage and replacement projects include any project to replace a higher-polluting vehicle, engine, equipment, device, or appliance with a cleaner, lower-polluting vehicle, engine, equipment, device or appliance (referred throughout this document as a "device"). Scrappage and replacement projects may only include scrapping a higher-polluting device and replacing a cleaner device. Replacement-only projects may only include removing a higher-polluting device from the nonattainment area as listed in the EPA approved workplan and replacing it with a cleaner device. Projects that provide EPA financial assistance to remove and render inoperable a fully operational high-polluting device without installing a less polluting device may be allowed, as long as the recipient can demonstrate the estimated emission reductions as included in the EPA approved workplan. Scrappage and replacement projects may only include scrapping a higher-polluting device and not include replacing a cleaner device. Repair or retrofit projects may only include repairing a higher-polluting device and not scrapping or replacing it with a cleaner device. These devices may operate in, but are not limited to, the following applications: mobile on- and nonroad vehicles, engines or equipment, including lawn and garden equipment; or devices providing heat (i.e., woodstoves, fireplaces, heat pumps, coal or pellet stoves, etc.).

Emission reduction projects and activities must meet or exceed the latest emissions standards for the respective pollutant(s). If no federal or state standard for the proposed activity exists, the grantee should use the most stringent, least polluting option.

### **A. Mobile Onroad and Nonroad Devices**

#### **A.1. Allowable Activities**

For those assistance agreements that include scrappage and/or replacement activities for mobile-source onroad and/or nonroad devices, the recipient agrees that funds under this award will be used to repair, replace, or remove inefficient, higher-polluting devices. Consistent with the recipient's EPA-approved workplan, the recipient will repair devices to make them more efficient and less polluting or replace devices with cleaner, lower-polluting devices.

If the recipient issues a subaward or contract and the subrecipient or contractor intend to issue participant support costs to program beneficiaries for EPA-funded cleaner, lower-polluting replacement devices, the recipient must ensure that the subrecipient or contractor ensure the program beneficiaries agree not to give away or sell the EPA-funded device during the life of this project. This requirement should be clearly set forth in the written subaward agreement or contract.

The recipient agrees not to repair, replace or retrofit any device that was previously purchased with Federal funds since January 2015, regardless of the type of device and amount of emissions that may be reduced. Additionally, projects cannot include any costs that are included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program, as required under 2 CFR 200.403(f). Projects can complement but cannot replicate activities funded under another federal assistance agreement(s). For instance, a recipient that has an existing targeted airshed or Diesel Emission Reduction Act assistance agreement to replace school buses may apply to replace additional school buses that are not already covered by one of their existing federally-financed assistance agreements. However, that recipient cannot propose to fund the replacement of the same buses already covered by one of their existing federal assistance agreements

The recipient shall not make significant changes to the proposed activities in the EPA-approved workplan without prior written approval from EPA. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If activities or technology compatibility issues arise that cannot be resolved, EPA may elect to terminate the cooperative agreement, and if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved workplan that would result in undermining the integrity of the award competition will not be approved.

#### **A.2. Fleet Expansion**

The recipient agrees that funds cannot be used for the purchase of devices to expand a fleet. The inefficient, higher-polluting device must be fully operational and in service at the time of replacement. The recipient agrees that the cleaner, lower-polluting replacement device:

- a. will continue to perform a similar function and operation as the device that is being permanently rendered inoperable ;
- b. will achieve the estimated emission reductions included in the EPA-approved workplan; and
- c. is consistent in its intended use, operation and location as described in the EPA-approved workplan.

#### **A.3. Removing from the Nonattainment Area and Required Documentation**

To ensure the estimated air emissions reductions included in the workplan are achieved and permanent, the recipient agrees that every higher-polluting device will be permanently destroyed and rendered inoperable; or permanently removed from the recipient's respective air pollution nonattainment area(s). Higher-polluting devices include any device removed from service under this assistance agreement that will be replaced with a cleaner device.

Under this permanent destruction process, the recipient shall take every replaced device to an approved licensed dismantler/recycler or follow the process described in the EPA-approved workplan. Cutting a three-inch by three-inch hole in the engine block, the part of the engine containing the cylinders, is the preferred scrapping method. The recipient must deliver the higher-polluting device to the licensed dismantler/recycler within 90 days of removing the higher-polluting device from service, or as consistent with the EPA-approved workplan. Other acceptable scrapping methods, methods of removing the device from the nonattainment area(s) and required documentation may be considered but will require prior written approval from the EPA PO. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

The recipient must provide documentation on removing each higher-polluting device from the nonattainment area(s). The recipient is responsible for retaining documentation for:

- a. each higher-polluting device, which is fully operational and in service at the time of the replacement before it is removed from the nonattainment area(s); and
- b. each cleaner, lower-polluting replacement device, as listed in the recipient's workplan.

For each higher-polluting device removed from service, the recipient must take clear digital photographs of the following:

- a. the engine tag showing the serial number, engine family number, and engine model year; and
- b. the destroyed engine block.

For projects that are removing the higher polluting device from service, the recipient must also provide documentation that each higher pollution device was rendered inoperable within 90 days of receipt of the new device through a certificate of destruction form signed by the scrap yard or dismantler. For projects that are only removing the higher polluting device from the nonattainment area, the recipient must also provide documentation that each higher polluting device was removed from the nonattainment area(s) within 90 days of receipt of the new device. This documentation may include a written agreement between the recipient and owner and/or operator of the higher polluting device that this device will never operate inside the recipients' respective air pollution nonattainment area as indicated in the workplan and carried out for the life of the project.

A device description tracking sheet which includes details on every replaced higher-polluting and deployed cleaner device is required for all replacement and/or retrofit projects. The EPA PO will provide a template tracking sheet.

In accordance with 2 CFR §200.334, the recipient must retain all records, supporting documents, statistical records, and all other records pertinent to the grant award for at least three years from the date of submission of the final expenditure report; however, if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken. In accordance with 2 CFR §200.337, EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers, or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the higher polluting device or its components are to be sold, the recipient must comply with the Program Income requirements above.

#### **A.4. Location**

The recipient agrees that the funded project will be located in the recipient's respective air pollution nonattainment area(s) as indicated in the recipient's workplan. The recipient agrees that the project or activity will be carried out in the nonattainment area(s) described in the recipient's workplan for the life of the project. The funded cleaner, lower-polluting device(s) may not be sold nor operate a majority of the time outside of the nonattainment area(s) for the entire life of the project.

#### **B. Biomass Chipping Projects**

The recipient agrees that the chipped residential and/or agricultural biomass material will not be burned within the nonattainment area(s) for the life of the project.

#### **C. Road Paving**

##### **C.1. Required Documentation**

In accordance with 2 CFR §200.334, the recipient must retain all records, supporting documents, statistical records, and all other records pertinent to the grant award for at least three years from the date of submission of the final expenditure report; however, if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken. In accordance with 2 CFR §200.337, EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the recipient issues a subaward or contract and the subrecipient or contractor intend to issue participant support costs to program beneficiaries for EPA-funded road paving activities, the recipient must ensure that the subrecipient or contractor ensure the program beneficiaries agree not to give away or sell any EPA-funded devices during the life of this project. This requirement should be clearly set forth in the written subaward agreement or contract.

If any purchased equipment or its components are to be sold, the recipient must comply with the program income requirements (see the Program Income section above).

**C.2. Location**

The recipient agrees that the funded project will be located in the recipient's respective air pollution non-attainment area(s) as indicated in the recipient's workplan. The recipient agrees that the project or activity will be carried out in the non-attainment area(s) and other locations as described in the recipient's workplan for the life of the project.

**### END OF DOCUMENT ###**

**Exhibit C  
TAG Budget**


Line Item & Itemized Cost				EPA Funding	Non-Federal Cost Share
<b>SACRAMENTO METROPOLITAN AIR QUALITY DISTRICT</b>					
<b>PERSONNEL</b>					
Sacramento AQMD Staff Time on Administration	Hourly Rate	Hours per Week	Number of Weeks		
Fiscal Assistant	\$ 30.81	0.20	240	\$ 1,479	
Sr. Accountant	\$ 50.29	0.80	240	\$ 9,656	
Controller	\$ 75.96	0.30	240	\$ 5,469	
Division Manager	\$ 87.52	0.25	240	\$ 7,536	
District Counsel	\$ 119.14	0.05	240	\$ 1,430	
Admin Specialist	\$ 46.55	0.05	240	\$ 559	
Legal Assistant	\$ 38.31	0.05	240	\$ 460	
APCO	\$ 105.12	0.05	240	\$ 1,261	
<b>Sacramento AQMD Subtotal</b>				<b>\$ 27,648</b>	<b>\$ -</b>
<b>TOTAL PERSONNEL</b>				<b>\$ 27,648</b>	<b>\$ -</b>
<b>Fringe Benefits</b>	Total Personnel	20%		40%	
Fringe Benefits Sacramento 40%	\$ 27,648			0.4	\$ 11,059
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 11,059</b>
<b>OTHER - (Passthrough via Contract)</b>					
<b>PERSONNEL</b>					
<b>EDC AQMD Staff Time on Components 3 &amp; 4</b>					
Air Quality Technician	\$ 29.87	0.10	240	\$ 573	
Air Quality Administrative Analyst	\$ 42.69	0.50	240	\$ 5,123	
Air Quality Specialist	\$ 41.05	0.10	240	\$ 985	
Air Quality Engineer	\$ 45.95	0.10	240	\$ 1,103	
Senior Air Quality Engineer	\$ 52.85	0.20	240	\$ 2,537	
Air Pollution Control Officer	\$ 75.77	0.40	240	\$ 7,274	
<b>EDC AQMD Subtotal</b>				<b>\$ 17,594</b>	<b>\$ -</b>
<b>EDC AQMD Staff Time on Components 1 &amp; 2</b>					
Account Clerk	\$ 27.21	1.00	240	\$ 6,530	
Administrative Technician	\$ 33.08	1.00	240	\$ 7,939	
IT Technician	\$ 41.01	0.00	240	\$ -	
Senior Administrative Services Officer	\$ 53.59	2.00	240	\$ 25,723	
AQ Specialist	\$ 50.14	6.00	240	\$ 72,202	
Senior AQ Planner	\$ 56.59	0.00	240	\$ -	
Senior Air Quality Engineer	\$ 52.86	0.50	240	\$ 6,339	
Deputy APCO	\$ 68.33	2.00	240	\$ 32,798	
Air Pollution Control Officer	\$ 91.89	0.00	240	\$ -	
<b>Placer APCO Subtotal</b>				<b>\$ 151,512</b>	<b>\$ 465,414</b>
<b>Yolo Solano AQMD Staff Time on Components 1, 5 &amp; 6</b>					
Administrative Assistant	\$ 27.08	0.25	240	\$ 1,625	
Administrative Analyst	\$ 45.44	1.75	240	\$ 19,085	
Deputy APCO	\$ 77.76	0.25	240	\$ 4,666	
Administrative Services Manager	\$ 66.98	0.25	240	\$ 4,019	
<b>Yolo Solano AQMD Subtotal</b>				<b>\$ 29,394</b>	<b>\$ -</b>
<b>TOTAL PERSONNEL</b>	Total Personnel	20%		40%	
<b>Fringe Benefits</b>	\$ 198,500				<b>\$ 465,414</b>
Fringe Benefits EDC, Placer, Yolo/Solano 20% (RCA, Health, Life Ins, Workers Comp, Retirement)	\$ 39,500				\$ 39,700
<b>TOTAL FRINGE BENEFITS</b>					<b>\$ 39,700</b>
<b>Supplies</b>	Printing Cost	Mailing Cost	Number of Flyers		
Direct Mail Flyers for Chipping Component (YSAQMD)	\$ 0.34	\$ 0.50	3,000	\$ 2,797	
<b>TOTAL SUPPLIES</b>				<b>\$ 2,797</b>	<b>\$ -</b>
<b>Component 1 Heavy Duty Vehicle Electrification (HDVE)</b>					
Incentive Amount	Number				
Incentives for school districts serving disadvantaged & low income communities in Placer	\$ 300,000	8		\$ 1,600,000	Placer
Incentives for school districts	\$ 400,000	2		\$ 800,000	Placer
Learning community coordination expenses (outreach materials, event coordination expenses)	\$ -	-		\$ 50,000	Placer
Placer School districts contribution and leveraged funding	\$ 1,982,117	-		\$ 1,982,117	PSC* Placer
Incentives for diesel school bus to zero-emission electric school buses in Yolo Solano	\$ 350,000	2		\$ 300,000	Yolo
YSAQMD contribution toward replacement projects	\$ 35,000	2		\$ 330,000	Yolo
Yolo/Solano School districts contribution and leveraged funding	\$ 15,415	2		\$ 308,820	PSC* Yolo
<b>Subtotal Heavy Duty Electrification</b>				<b>\$ 2,750,000</b>	<b>\$ 26,209.46</b>
<b>Component 2 Off Road Ag Equipment (RE)</b>					
Average Cost per Ag Equipment	Number of Units Replaced				
Grant amount paid to farmers to replace Ag Equipment	\$ 130,295	20		\$ 2,605,898	Placer
Additional amount paid by farmers to replace old Ag Equipment	\$ 92,901	20		\$ 1,858,020	PSC* Placer
Print, on line and other forms of advertising (Ag Alert and local newspaper)	\$ -	-		\$ 2,950	3rd Placer
<b>Subtotal Off Road Ag Equipment Replacement</b>				<b>\$ 2,608,848</b>	<b>\$ 1,859,978</b>
<b>Component 3 Unpaved Road Paving (URP)</b>					
Cost per Square Foot of Roadway	Square Feet of Roadway Prepped	Square Feet of Roadway Paved			
EDC Road prep, planning, grading, subbase, culverts by EDC Dept of Trans- Leveraged Funding	\$ 1.00	521,127		\$ 521,127	3rd ED
Road paving with double chip seal by EDC Department of Transportation	\$ 1.15	-	521,127	\$ 599,296	ED
<b>Subtotal URP</b>				<b>\$ 599,296</b>	<b>\$ 521,127</b>
<b>Component 4 Biomass Chipping (BC)</b>					
Amount per Cubic Yard	Cubic Yards				
EDC Fire Safe Council cost to chip vegetation	\$ 1.42	250,000		\$ 385,000	ED
Cost per Job	Number of Jobs				
EDC Residents' contribution match (amounts paid to contractors for clearing and stacking brush, and value of residents' in kind labor)	\$ 229.00	2083		\$ 385,000	3rd ED
<b>Subtotal BC</b>				<b>\$ 385,000</b>	<b>\$ 477,007</b>
<b>Component 5 Low Dust Harvester Equipment Replacement</b>					
Incentive Amount	Number				
Incentive for low-dust harvester replacement (self-propelled)	\$ 161,000.00	1		\$ 161,000	Yolo
Incentive for low-dust harvester replacement (pull behind)	\$ 49,000.00	4		\$ 196,000	Yolo
Participant Contribution	Number of Incentives				
Incentive program participant share of cost for new low-dust harvester (self-propelled)	\$ 69,000.00	1		\$ 69,000.00	PSC* Yolo
Incentive program participant share of cost for new low-dust harvester (pull behind)	\$ 21,000.00	4		\$ 84,000.00	PSC* Yolo
<b>Subtotal (DHS)</b>				<b>\$ 367,000</b>	<b>\$ 559,000.00</b>
<b>Component 6 Agricultural Chipping Pilot (ACP)</b>					
Incentive Amount (per acre)	Acres				
Incentive Amount for Chipping w/ soil incorporation	\$ 400.00	200		\$ 80,000	Yolo
Incentive Amount for Chipping w/o soil incorporation	\$ 200.00	400		\$ 80,000	Yolo
Participant Contribution	Number of Acres				
Incentive program participant share of cost w/ soil incorporation	\$ 675.00	200		\$ 135,000.00	PSC* Yolo
Estimated cost of chipping w/ soil incorporation is \$950-\$1300, average being \$1107.50					
Incentive program participant share of cost w/o soil incorporation	\$ 650.00	400		\$ 260,000.00	PSC* Yolo
Estimated cost of chipping w/ soil incorporation is \$700-\$1,000, average being \$850					
<b>Subtotal ACP</b>				<b>\$ 160,000</b>	<b>\$ 395,000.00</b>
<b>TOTAL OTHER - (Passthrough via Contract)</b>					
<b>Indirect Charges</b>	Rate	Hours			
QA/QM D Federal Negotiated Cost Rate				\$ 7,031,441	\$ 6,533,165
<b>TOTAL INDIRECT</b>					<b>\$ 13,564,605.90</b>
<b>TOTAL FUNDING</b>				<b>\$ 7,031,441</b>	<b>\$ 6,533,165</b>
			% staff funding	0.55%	\$ 13,603,312.90
<b>TOTAL PROJECT COST</b>					
				<b>\$ 11,062,881</b>	<b>\$ 11,062,881</b>



# Exhibit B

## EPA TAG Notice of Award No. 98T3600

TA - 98T36001 - 0 Page 1

 <p style="font-size: 1.2em; font-weight: bold; margin: 0;">U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p style="font-weight: bold; margin: 0;">Cooperative Agreement</p>	<b>GRANT NUMBER (FAIN):</b> 98T36001 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> TA		<b>DATE OF AWARD</b> 06/16/2022
	<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 06/22/2022
	<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 90390
	<b>RECIPIENT TYPE:</b> Special District		<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov
<b>RECIPIENT:</b> Sacramento Metropolitan AQMD 777 12th Street, 3rd Floor Sacramento, CA 95814 EIN: 68-0382186		<b>PAYEE:</b> Sacramento Metropolitan AQMD 777 12th Street, 3rd Floor Sacramento, CA 95814	
<b>PROJECT MANAGER</b> Mark Loutzenhiser 777 12th Street 3rd Floor Sacramento, CA 95814-1908 Email: mloutzenhiser@airquality.org Phone: 916-874-4872		<b>EPA PROJECT OFFICER</b> Angela Latigue 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: latigue.angela@epa.gov Phone: 415-947-4170	
		<b>EPA GRANT SPECIALIST</b> Alexandrea Perez Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: perez.alexandrea@epa.gov Phone: 415-972-3826	
<b>PROJECT TITLE AND DESCRIPTION</b> Targeted Air Shed - Sacramento PM2.5 Nonattainment Area Community Air Shed See attachment 1 for project description			
<b>BUDGET PERIOD</b> 05/01/2022 - 04/30/2027		<b>PROJECT PERIOD</b> 05/01/2022 - 04/30/2027	
		<b>TOTAL BUDGET PERIOD COST</b> \$13,603,313.00	
		<b>TOTAL PROJECT PERIOD COST</b> \$13,603,313.00	
<b>NOTICE OF AWARD</b>			
Based on your Application dated 06/24/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$7,070,148.00. EPA agrees to cost-share <u>51.97%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$7,070,148.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer			<b>DATE</b> 06/16/2022

### EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$7,070,148	\$7,070,148
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$4,696,967	\$4,696,967
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$1,836,198	\$1,836,198
<b>Allowable Project Cost</b>	<b>\$0</b>	<b>\$13,603,313</b>	<b>\$13,603,313</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.956 - Targeted Airshed Grant Program	2021ConsolidatedAppropriationsAct(PL116-260)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
SMAQMD	2209M9S010	21	E4	09M2	000AJ9	4193	-	-	\$7,070,148
									\$7,070,148

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$27,648
2. Fringe Benefits	\$11,059
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$13,564,606
9. Total Direct Charges	\$13,603,313
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient 48.03 % Federal 51.97 %)	\$13,603,313
12. Total Approved Assistance Amount	\$7,070,148
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$7,070,148
15. Total EPA Amount Awarded To Date	\$7,070,148

### **Attachment 1 - Project Description**

The purpose of this cooperative agreement is to provide assistance to the Sacramento Metropolitan Air Quality Management District (SMAQMD) to coordinate and passthrough funding to the El Dorado Air Quality Management District (EDCAQMD), Placer County Air Pollution Control District (PCAPCD) and the Yolo Solano Air Quality Management District (YSAQMD) in effort to reduce PM 2.5 ambient air emissions in their nonattainment communities.

This agreement provides full federal funding in the amount of \$7,070,148. Preaward costs have been approved back to May 1, 2022. Activities to be performed are replacing older school buses with new school buses; replacing agricultural equipment with cleaner equipment; paving unpaved roadways; chipping residential biomass as an alternative to open burning; replacing existing harvesters with new, low-dust equipment; and providing agricultural chipping as an alternative to open burning. All activities will reduce PM 2.5 ambient air emissions in their nonattainment communities.

The anticipated deliverables and outcomes of this award include replaced older school buses with new school buses; replaced agricultural equipment with cleaner equipment; paved roadways; alternatives to open burning; replaced low-dust harvesting equipment; and chipped agricultural biomass. Direct beneficiaries of this project are community residents, visitors, and businesses within the counties of El Dorado, Placer and Yolo Solano air basins who will have decreased exposure to fine particulate matter (PM 2.5) emission pollution.

Activities to be performed are replacing older school buses with new school buses; replacing agricultural equipment with cleaner equipment; paving unpaved roadways; chipping residential biomass as an alternative to open burning; replacing existing harvesters with new, low-dust equipment; and providing agricultural chipping as an alternative to open burning.

## **Administrative Conditions**

Administrative Conditions "A" through "E" below apply. In addition, for General Terms and Conditions please reference the paragraph below.

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Federal Financial Reporting (FFR)**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) within 120 days after the end of the project period.)

### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.324 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

*State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.*

### **C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)**

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions can be found at <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) currently, set at \$250,000 (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. For section 2B, the Region 9 EPA DBA Coordinator is Alexandra Perez, email: [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov), phone: 415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Grants Specialist identified on page 1 of the award document.

#### **D. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

#### **E. Non-Federal Third-Party Contributions**

This award includes non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (2 CFR Part 200.306).

## **Programmatic Conditions**

### **I. FOUNDATIONAL PROGRAMMATIC TERMS AND CONDITIONS**

#### **A. Workplan and Budget Revisions**

The recipient is expected to carry out the tasks and activities in the approved workplan. The recipient shall consult the U.S. Environmental Protection Agency (EPA) Project Officer (PO) regarding whether a proposed budget or workplan activity revision constitutes a significant change in the scope or the objective of the project or program. The recipient may not make significant changes to the proposed activities in the EPA-approved workplan or budget without prior written approval from EPA. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If issues arise regarding workplan activities (including technology compatibility issues) that cannot be resolved, EPA may elect to terminate the cooperative agreement following the procedural requirements of 2 CFR Parts 200 and 1500, and if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved workplan that would result in undermining the integrity of the award competition will not be approved.

#### **B. Substantial Federal Involvement for Cooperative Agreements**

EPA will be substantially involved in overseeing this cooperative agreement, which may include, but is not limited to programmatic oversight and monitoring, reviewing project phases, approving substantive terms included in professional

services contracts (EPA will not direct or recommend that the recipient enter into a contract with a particular entity), and EPA collaboration regarding scope of work and mode of operation.

### **C. Quarterly Performance Reporting and Final Performance Report**

#### **C.1. Quarterly Reports – Content**

The recipient must submit quarterly performance reports that address the progress made to achieve the workplan commitments. The recipient must include summary information on technical progress and expenditures, and planned activities for next quarter.

In accordance with 2 CFR §200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas:

- a. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period;
- b. the reasons why established outputs/outcomes were not met; and
- c. additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

A suggested template for the quarterly reports will be provided by the PO. Additionally, the recipient agrees to inform the PO as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan arise.

For replacement projects, each quarterly report must include the total number of scrapped and replaced, replaced-only, and/or repaired devices.

For road and/or alley paving projects, each quarterly report must include:

- a. a detailed list of each road segment that was improved
- b. specific location identifiers, such as cross-streets; and
- c. the start/end point of each road segment.

For each paved road segment, the performance report must include clear photographs of the area both before and after the road is paved, or as outlined in the recipient's approved workplan.

For reducing residential and/or agricultural biomass, each quarterly report must provide an update of these activities. To the extent possible and/or specified in the approved workplan, include quantifiable biomass removed, chipped and/or prevented from being burned.

#### **C.2. Final Report – Content**

The recipient must submit the final performance report to the PO within 120-days after the project period end date or termination of the assistance agreement. A suggested template for the final report, similar to the quarterly report template, will be provided by the PO. As applicable, the total number of removed and/or scrapped devices, the total number of repaired devices, and the total number of new funded devices must be included in the final performance report. The final performance report must include the following:

- a. A narrative summary of the project or activity.

- b. Project results (outputs and outcomes) as reflected in the final, approved workplan, which must include but are not limited to the following:
- i. For demonstration projects, testing processes and results, and/or the performance of the device(s) must be provided.
  - ii. Final estimated air emissions benefit calculations for all the activities undertaken by the recipient. Estimated emissions benefits may include pollutants (e.g., PM2.5 and NOx) that affect the nonattainment status of the area where the project is located. The final estimated emission benefit calculations must be based on the actual number and type of funded devices as included in the workplan. The recipient must include the methodologies and a detailed explanation of how these estimated values were derived, as well as any assumptions or default values used for the purposes of emissions benefit calculations.
- c. Required documentation, as listed in Section II.A.3. below.
- d. A description of how the project or activities contributed towards compliance with the State Implementation Plan and/or National Ambient Air Quality Standards.
- e. A discussion of the problems, successes, and lessons learned – including feedback received from project participants (e.g., program beneficiaries, members of the public, subrecipients, contractors, etc.) – for the project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere.
- f. If any cost-share or leveraged funds were reported, the recipient must identify the source of funds.
- g. If any program income was generated, the recipient must identify the amount of program income, how it was generated, and how the program income was used, as described in the Program Income section below.
- h. To the extent possible, qualitative estimated health benefits achieved, which can be measured by the type of illnesses prevented, avoided health care costs, missed work/school days avoided or reduced mortality from air pollution.

### C.3. Quarterly Reports – Due Dates

Quarterly reports are due according to the following schedule, or an alternative schedule with prior approval by the PO:

- October 1 - December 31; Reporting Period: report due January 31;
- January 1 - March 31; Reporting Period: report due April 30;
- April 1 - June 30; Reporting Period: report due July 31; and
- July 1 - September 30; Reporting Period: report due October 31.

This quarterly reporting schedule shall be repeated for the duration of the award agreement.

### C.4. Final Report – Due Date

The recipient must submit the final performance report to the PO within 120-days after the project period end date or termination of the assistance agreement.

### C.5. Subaward Reporting Requirement for Quarterly and Final Reports

A subaward means an award provided by the recipient to a subrecipient for the subrecipient to carry out part of this Targeted Airshed Grant project. It does not include payments to contractors or payments to program beneficiaries receiving



participant support costs. The recipient must comply with applicable provisions of 2 CFR Part 200, 2 CFR Part 1500, and the EPA Subaward Policy, which may be found at: [epa.gov/grants/epa-subaward-policy](http://epa.gov/grants/epa-subaward-policy). The recipient must report on its subaward monitoring activities under 2 CFR §200.332(d). Examples of items that must be reported:

- C.5.1. Summaries of results of reviews of financial and programmatic reports.
- C.5.2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- C.5.3. Environmental results the subrecipient achieved.
- C.5.4. Summaries of audit findings and related pass-through entity management decisions.
- C.5.5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR §200.208, 2 CFR §200.332(e), and 2 CFR §200.339 Remedies for Noncompliance.

#### **D. Cybersecurity Grant Conditions for Recipients**

##### **D.1. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia**

The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

D.1.1. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency Information Technology (IT) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the PO no later than 90-days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

D.1.2. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in D.1.1. if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR §200.332(d), by inquiring whether the subrecipient has contacted the PO. Nothing in this condition requires the recipient to contact the PO on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

#### **E. Delays or Favorable Developments**

The recipient agrees that it will promptly notify the PO of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the workplan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The recipient agrees that it will also

notify the PO of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

#### **F. Procurement Procedures**

The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. For State recipients, if EPA funds are used to purchase goods or services, the State recipient agrees to comply with 2 CFR §200.317, *Procurement by states*; 2 CFR §§1500.10, *General procurement standards*; and 40 CFR Part 33, *Disadvantaged Business Enterprises Rule*.

All other non-State recipients must comply with the procurement under grants standards of 2 CFR §§200.318 – 327, 2 CFR §§1500.10, and 40 CFR Part 33 including conducting procurement transactions in a manner providing full and open competition as set forth in the applicable regulations. Approval of a funding proposal does not relieve recipients of their obligations to compete service contracts, and conduct cost and price analyses. In addition, a subaward cannot be used if the transaction falls within the category of a procurement.

#### **G. Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf](http://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf) or a copy may also be requested by contacting the PO for this award.

#### **H. Public or Media Events**

The recipient agrees to notify the PO listed in this award document of a press release and public or media events publicizing the accomplishment of significant events related to projects resulting from this agreement and provide the opportunity for review of a press release or attendance and participation by federal representatives with at least ten working days' notice.

#### **I. Leveraging**

##### ***Leveraging***

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated June 24, 2021 (**See also clause below if the leveraging included a voluntary cost-share contribution or overmatch**). If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated June 24, 2021, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

##### ***Voluntary Cost-Share or Overmatch***

This award and the resulting federal funding of \$7,070,148 is based on estimated costs requested in the recipient's

application dated June 24, 2021. Included in these costs is a voluntary cost-share contribution of \$6,533,165 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated June 24, 2021. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated June 24, 2021. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

#### **J. Participant Support Costs/Rebates**

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Program beneficiaries cannot be a contractor, subrecipient, or employee of recipient. Participant support costs are not subawards as defined by 2 CFR §200.1 and should not be treated as such. Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement.

- Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to *Interim EPA Guidance on Participant Support Costs*: [www.epa.gov/sites/production/files/2018-09/documents/interim\\_guidance\\_on\\_participant\\_support\\_costs.pdf](http://www.epa.gov/sites/production/files/2018-09/documents/interim_guidance_on_participant_support_costs.pdf).
- Recipient must maintain source documentation regarding program support funds to ensure proper accounting of EPA funds.
- Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:
  - Describe the activities that will be supported by rebates, stipends, subsidies or other payments;
  - Specify the amount of the rebate, subsidy, stipend, or other payment;
  - Identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment; and
  - Specify any reporting required by the program beneficiary and the length of time for such reporting.
- Recipient must obtain the prior written approval from EPA's Award Official if it wants to provide participant support costs that were not described in the approved workplan and budget. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, EPA will not approve the request.
- Recipient must obtain prior written approval from EPA's Award Official if recipient wants to modify the amount approved (upwards or downwards) for participant support costs. If the recipient's request would result in undermining

the integrity of the competition this grant or cooperative agreement was awarded under, EPA will not approve the request.

## **II. ACTIVITY-SPECIFIC AND PROJECT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS**

These Specific Programmatic Terms and Conditions apply to assistance agreements that fund replacement-only, repair, and scrappage and replacement project(s). Replacement-only and scrappage and replacement projects include any project to replace a higher-polluting vehicle, engine, equipment, device, or appliance with a cleaner, lower-polluting vehicle, engine, equipment, device or appliance (referred throughout this document as a "device"). Scrappage and replacement projects may only include scrapping a higher-polluting device and replacing a cleaner device. Replacement-only projects may only include removing a higher-polluting device from the nonattainment area as listed in the EPA approved workplan and replacing it with a cleaner device. Projects that provide EPA financial assistance to remove and render inoperable a fully operational high-polluting device without installing a less polluting device may be allowed, as long as the recipient can demonstrate the estimated emission reductions as included in the EPA approved workplan. Scrappage and replacement projects may only include scrapping a higher-polluting device and not include replacing a cleaner device. Repair or retrofit projects may only include repairing a higher-polluting device and not scrapping or replacing it with a cleaner device. These devices may operate in, but are not limited to, the following applications: mobile on- and nonroad vehicles, engines or equipment, including lawn and garden equipment; or devices providing heat (i.e., woodstoves, fireplaces, heat pumps, coal or pellet stoves, etc.).

Emission reduction projects and activities must meet or exceed the latest emissions standards for the respective pollutant(s). If no federal or state standard for the proposed activity exists, the grantee should use the most stringent, least polluting option.

### **A. Mobile Onroad and Nonroad Devices**

#### **A.1. Allowable Activities**

For those assistance agreements that include scrappage and/or replacement activities for mobile-source onroad and/or nonroad devices, the recipient agrees that funds under this award will be used to repair, replace, or remove inefficient, higher-polluting devices. Consistent with the recipient's EPA-approved workplan, the recipient will repair devices to make them more efficient and less polluting or replace devices with cleaner, lower-polluting devices.

If the recipient issues a subaward or contract and the subrecipient or contractor intend to issue participant support costs to program beneficiaries for EPA-funded cleaner, lower-polluting replacement devices, the recipient must ensure that the subrecipient or contractor ensure the program beneficiaries agree not to give away or sell the EPA-funded device during the life of this project. This requirement should be clearly set forth in the written subaward agreement or contract.

The recipient agrees not to repair, replace or retrofit any device that was previously purchased with Federal funds since January 2015, regardless of the type of device and amount of emissions that may be reduced. Additionally, projects cannot include any costs that are included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program, as required under 2 CFR 200.403(f). Projects can complement but cannot replicate activities funded under another federal assistance agreement(s). For instance, a recipient that has an existing targeted airshed or Diesel Emission Reduction Act assistance agreement to replace school buses may apply to replace additional school buses that are not already covered by one of their existing federally-financed assistance agreements. However, that recipient cannot propose to fund the replacement of the same buses already covered by one of their existing federal assistance agreements.

The recipient shall not make significant changes to the proposed activities in the EPA-approved workplan without prior written approval from EPA. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If activities or technology compatibility issues arise that cannot be resolved, EPA may elect to terminate the cooperative agreement, and if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved workplan that would result in undermining the integrity of the award competition will not be approved.

#### **A.2. Fleet Expansion**

The recipient agrees that funds cannot be used for the purchase of devices to expand a fleet. The inefficient, higher-polluting device must be fully operational and in service at the time of replacement. The recipient agrees that the cleaner, lower-polluting replacement device:

- a. will continue to perform a similar function and operation as the device that is being permanently rendered inoperable ;
- b. will achieve the estimated emission reductions included in the EPA-approved workplan; and
- c. is consistent in its intended use, operation and location as described in the EPA-approved workplan.

#### **A.3. Removing from the Nonattainment Area and Required Documentation**

To ensure the estimated air emissions reductions included in the workplan are achieved and permanent, the recipient agrees that every higher-polluting device will be permanently destroyed and rendered inoperable; or permanently removed from the recipient's respective air pollution nonattainment area(s). Higher-polluting devices include any device removed from service under this assistance agreement that will be replaced with a cleaner device.

Under this permanent destruction process, the recipient shall take every replaced device to an approved licensed dismantler/recycler or follow the process described in the EPA-approved workplan. Cutting a three-inch by three-inch hole in the engine block, the part of the engine containing the cylinders, is the preferred scrapping method. The recipient must deliver the higher-polluting device to the licensed dismantler/recycler within 90 days of removing the higher-polluting device from service, or as consistent with the EPA-approved workplan. Other acceptable scrappage methods, methods of removing the device from the nonattainment area(s) and required documentation may be considered but will require prior written approval from the EPA PO. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

The recipient must provide documentation on removing each higher-polluting device from the nonattainment area(s). The recipient is responsible for retaining documentation for:

- a. each higher-polluting device, which is fully operational and in service at the time of the replacement before it is removed from the nonattainment area(s); and
- b. each cleaner, lower-polluting replacement device, as listed in the recipient's workplan.

For each higher-polluting device removed from service, the recipient must take clear digital photographs of the following:

- a. the engine tag showing the serial number, engine family number, and engine model year; and
- b. the destroyed engine block.

For projects that are removing the higher polluting device from service, the recipient must also provide documentation that each higher pollution device was rendered inoperable within 90 days of receipt of the new device through a certificate of destruction form signed by the scrap yard or dismantler. For projects that are only removing the higher polluting device from the nonattainment area, the recipient must also provide documentation that each higher polluting device was removed from the nonattainment area(s) within 90 days of receipt of the new device. This documentation may include a written agreement between the recipient and owner and/or operator of the higher polluting device that this device will never operate inside the recipients' respective air pollution nonattainment area as indicated in the workplan and carried out for the life of the project.

A device description tracking sheet which includes details on every replaced higher-polluting and deployed cleaner device is required for all replacement and/or retrofit projects. The EPA PO will provide a template tracking sheet.

In accordance with 2 CFR §200.334, the recipient must retain all records, supporting documents, statistical records, and all other records pertinent to the grant award for at least three years from the date of submission of the final expenditure report; however, if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken. In accordance with 2 CFR §200.337, EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers, or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the higher polluting device or its components are to be sold, the recipient must comply with the Program Income requirements above.

#### **A.4. Location**

The recipient agrees that the funded project will be located in the recipient's respective air pollution nonattainment area(s) as indicated in the recipient's workplan. The recipient agrees that the project or activity will be carried out in the nonattainment area(s) described in the recipient's workplan for the life of the project. The funded cleaner, lower-polluting device(s) may not be sold nor operate a majority of the time outside of the nonattainment area(s) for the entire life of the project.

#### **B. Biomass Chipping Projects**

The recipient agrees that the chipped residential and/or agricultural biomass material will not be burned within the nonattainment area(s) for the life of the project.

#### **C. Road Paving**

##### **C.1. Required Documentation**

In accordance with 2 CFR §200.334, the recipient must retain all records, supporting documents, statistical records, and all other records pertinent to the grant award for at least three years from the date of submission of the final expenditure report; however, if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken. In accordance with 2 CFR §200.337, EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the recipient issues a subaward or contract and the subrecipient or contractor intend to issue participant support costs to program beneficiaries for EPA-funded road paving activities, the recipient must ensure that the subrecipient or contractor ensure the program beneficiaries agree not to give away or sell any EPA-funded devices during the life of this project. This requirement should be clearly set forth in the written subaward agreement or contract.

If any purchased equipment or its components are to be sold, the recipient must comply with the program income requirements (see the Program Income section above).

**C.2. Location**

The recipient agrees that the funded project will be located in the recipient's respective air pollution non-attainment area(s) as indicated in the recipient's workplan. The recipient agrees that the project or activity will be carried out in the non-attainment area(s) and other locations as described in the recipient's workplan for the life of the project.

**### END OF DOCUMENT ###**

## Exhibit C

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### TARGETED AIRSHED GRANT RESIDENTIAL BIOMASS CHIPPING PROGRAM

#### SCOPE OF PROJECT

#### EL DORADO COUNTY FIRE SAFE COUNCIL

Grantee shall:

1. Coordinate and operate a residential biomass chipping service ("Project") for residents in El Dorado County within the Sacramento PM2.5 Nonattainment Area (see map in Exhibit E).
2. Encourage residents to create and maintain defensible space around their homes and driveways, and to chip the resulting biomass as opposed to burning in open burn piles.
3. Schedule chipping appointments with residents on privately owned residential properties on the western slope of El Dorado County within the Sacramento PM2.5 Nonattainment Area.
4. Require residents to place the removed biomass adjacent to a driveway or street accessible to a chipping machine and crew.
5. Take a digital photo of the vegetative material before chipping.
6. Chip biomass material up to 7" in diameter, creating woodchips to be used by the resident for landscaping ground cover, erosion control or weed control on their property.
7. Inform residents that the resulting chipped biomass shall not be burned.
8. Record information for residential biomass chipping jobs, including the job/trip number, the street address, city, the volume (in cubic yards) of biomass collected, and the digital photo of the vegetative material taken before chipping.
9. Submit a Project report similar in form to the reporting form in Exhibit D, which includes the items listed in number 8 above, and an invoice to AQMD for the Project on a quarterly basis for eligible biomass chipping completed after the last invoice was submitted. Invoice shall be delivered to AQMD by the 7<sup>th</sup> of each month following the calendar quarter (Jan 7<sup>th</sup>, April 7<sup>th</sup>, July 7<sup>th</sup>, October 7<sup>th</sup>) in order for AQMD to prepare and submit Targeted Airshed Grant reports and invoices to the Sacramento Metropolitan Air Quality Management District ("SMAQMD") before quarterly deadlines.

AQMD shall:

1. Provide outreach for Grantee's residential biomass chipping service, utilizing AQMD's social media platforms and website.
2. Receive quarterly invoices from Grantee, combining the information provided into the quarterly Targeted Airshed Grant reports and invoices to SMAQMD for submission to the U.S. Environmental Protection Agency ("EPA").
3. Make payment to Grantee within thirty (30) days after receiving and depositing the Targeted Airshed Grant funds from SMAQMD for the quarter invoiced.
4. Prepare and submit all subrecipient reports to SMAQMD on behalf of Project performed by Grantee utilizing Targeted Airshed Grant funds.



# Exhibit D

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## TARGETED AIRSHED GRANT RESIDENTIAL BIOMASS CHIPPING PROGRAM

### REPORTING FORM

#### EL DORADO COUNTY FIRE SAFE COUNCIL

In accordance with the requirements of Targeted Airshed Grant 98T36001 and Funding Agreement 7010, this form (or equivalent) must be completed by the Grantee and returned to the El Dorado County Air Quality Management District quarterly by the 7<sup>th</sup> of the month following calendar quarters (January 7<sup>th</sup>, April 7<sup>th</sup>, July 7<sup>th</sup>, October 7<sup>th</sup>) to ensure compliance with the funding agreement.

Trip Number	Street Address	City	Picture taken? (Y/N)	Volume of Biomass Collected (yd <sup>3</sup> )

I am an authorized employee/agent of the Grantee and I certify that the above information is correct and accurate.

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_

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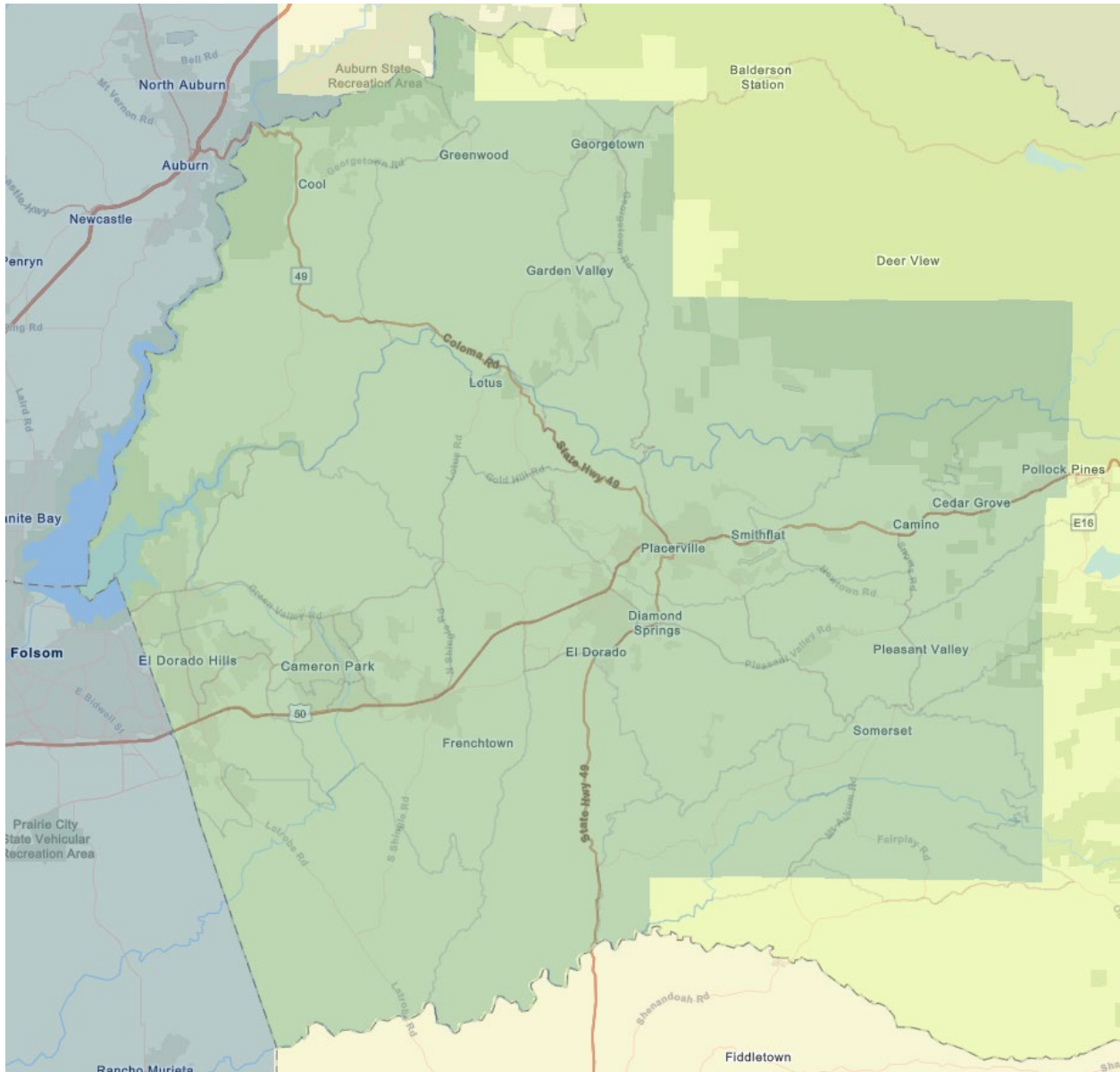
Signature \_\_\_\_\_ Date \_\_\_\_\_

# Exhibit E

## TARGETED AIRSHED GRANT RESIDENTIAL BIOMASS CHIPPING PROGRAM

### MAP OF FEDERAL PM2.5 NONATTAINMENT AREA

### EL DORADO COUNTY FIRE SAFE COUNCIL



(parcels within the green shaded portion of the map are eligible for funding)