

**CLEAN AIR CENTER PROGRAM GRANT AGREEMENT**  
**BETWEEN**  
**CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION**  
**AND**  
**EL DORADO COUNTY AQMD**

**PROJECT: 22CAC10**

This grant agreement (“Agreement”) is made and entered into between El Dorado County Air Quality Management District, hereinafter referred to as “Grantee,” and the California Air Pollution Control Officers Association, hereinafter referred to as the “CAPCOA,” hereinafter referred to jointly as the “Parties.”

**SECTION I**  
**RECITALS**

- 1) The Clean Air Center Program (“Program”) is a grant program designed to provide funding to purchase portable air cleaners and retrofit ventilation systems to create a network of clean air centers where people in vulnerable communities with high documented smoke burden can find respite from wildfires and other smoke events. This grant program is funded by Assembly Bill 836 as part of the California Air Resources Board’s *Wildfire Smoke Clean Air Centers for Vulnerable Populations Pilot Program (Wicks, Chapter 393, California Health, and Safety Code Section 39960, 2019)*.
- 2) The California Air Resources Board (“CARB”), which oversees and administers the Program, has adopted guidelines and criteria for the Program’s implementation entitled, *Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program Guidelines 2022* and subsequent CARB revisions and advisories issued for Program implementation (together the “CARB Program Guidelines”). CAPCOA implements the Program in the state of California, excluding the Bay Area Air Quality Management District, San Joaquin Valley Air Pollution Control District, and South Coast Air Quality Management District, in accordance with the CARB Program Guidelines.
- 3) Based on the information provided in the Grantee’s project application, CAPCOA determined that the Grantee proposed a project to replace or install the project equipment identified therein (“Project Equipment”) that is eligible for Program funding and meets the CARB Program Guidelines and CAPCOA’s criteria and guidelines as set forth therein (“Project”). In entering into this Agreement, the CAPCOA has relied upon the representations in Grantee’s project application.
- 4) This Agreement is made pursuant and in accordance with the requirements of the Program, established by the California State Legislature and implemented by CARB. All Project Equipment funded under the terms of this Agreement (“Project Equipment”) must meet project requirements in CARB Program Guidelines. Any questions or disputes the Parties may have regarding the implementation of this Agreement shall be resolved in accordance with the CARB Program Guidelines.
- 5) On August 10<sup>th</sup>, 2022, the CAPCOA’s Board of Directors approved CAPCOA’s recommendation to enter into an Agreement with Grantee to implement the Project provided Grantee meets all the of the CARB Program Guidelines.
- 6) The Parties desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION II  
GRANTEE OBLIGATIONS

- 1) The Grantee hereby agrees to implement the Project, which is described in “Project Information” (Attachment A), in accordance with the costs, terms, and conditions in the “Project Budget and Payment Process” (Attachment B), and all applicable provisions of federal, state, and local law and regulations. Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in CAPCOA’s enforcement of the Agreement, termination of the Agreement, a reduction of the Project’s Funds Awarded that are specified in Attachment B, or other remedies sought by CAPCOA at its sole discretion.
- 2) The Grantee is responsible for assuring that all funds received under this Agreement are expended only in accordance with the requirements of the CARB Program Guidelines, this Agreement, and all applicable provisions of law and regulations.
- 3) The Grantee shall pay all Project costs associated with facility ventilation or filtration upgrades, including HVAC filter replacements (“Facility Upgrades”) to complete the Project prior to submission of the Final Invoice to CAPCOA for reimbursement. CAPCOA’s funding obligation under this Agreement is limited to reimbursement of Eligible Costs, as specified in Attachment B, the amount of which shall not exceed the Funds Awarded, also as specified in Attachment B. The Grantee shall be solely responsible for all costs that exceed the Funds Awarded.
- 4) The Grantee shall ensure that all work performed for Facility Upgrades is done by a contractor duly licensed in the State of California where required by applicable law. To check whether a contractor has a valid license, visit the Contractors State License Board website at <https://www.cslb.ca.gov/>
- 5) Grantee shall complete the Project within two (2) years of executing this Agreement (“Project Term”), unless otherwise approved by CAPCOA in which case the Project Term shall be extended as approved by CAPCOA.
- 6) The Grantee shall send an order request for portable air cleaners and replacement filters to CAPCOA, to be purchased and shipped by CAPCOA, in the amount of which shall not exceed the Funds Awarded, as specified in Attachment B. If the Grantee chooses to order portable air cleaners which are not included in the Bay Area AQMD’s bulk purchasing list available on the CAPCOA website, the Grantee may order the portable air cleaners listed in their application and then submit a Final Invoice to CAPCOA for reimbursement. CAPCOA’s funding obligation under this Agreement is limited to the amount of Funds Awarded listed in Attachment B.
- 7) The Grantee agrees to allow the staff and third-party representatives of CAPCOA and CARB to inspect the Project Equipment and to conduct financial and performance audits of the Project. Grantee agrees that CAPCOA, CARB, the CA Department of General Services, CA Department of Finance, the CA Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Project. Grantee further agrees to cooperate fully with such inspections and audits, including providing on a timely basis copies of any Project Records related to performance of this Agreement requested by CAPCOA or CARB.
- 8) The Grantee shall prepare and maintain all necessary Project Records to document Project activities and performance, to support the Project reporting requirements set forth in Attachment C, and insurance documentation set forth in Attachment D (all of which comprise “Project Records”). Project Records shall also include documentation that verifies compliance with the requirements set forth in Section II.10. The Grantee shall keep Project Records in one central location for a period of five (5) years after the later of a) the date of the CAPCOA’s final payment, or b) the end of the Project Operational Period.
- 9) The Grantee shall submit the reports specified in Attachment C to CAPCOA by the due dates specified in Attachment C. These reports are public documents. At its sole discretion, CAPCOA may accept and process a late-submitted report, without thereby waiving or amending the submission deadline of any or all subsequent reports.

- 10) The Grantee shall submit an inventory of all Project Equipment funded as described in Attachment A. At its discretion, CAPCOA may accept a late submission without thereby waiving or amending the submission deadline.
- 11) The Grantee shall submit an operations plan to CAPCOA, maintained throughout the Project Term, with updates provided at CAPCOA's request. The Plan must include the logistics of clean air center operation during wildfires and other smoke events.
- 12) The Grantee shall implement and operate the Project for the duration of the Project Operational Period. The Grantee shall notify CAPCOA of any changes to the operational status of the Project by the subsequent wildfire event.

For purposes of this Agreement, a "change to the operational status" occurs whenever any portion of the Project is removed from active service other than for routine maintenance, relocated to a different location than what is specified in this Agreement (Attachment A), rendered inoperable, sold, or transferred to another entity, before full completion of the Project Operational Period.

- 13) The Grantee shall always acknowledge CAPCOA as a Project funding source throughout the Project Operational Period as specified in Attachment A. The Grantee shall use CARB and CAPCOA's approved Clean Air Center logo for the Project. The required documentation and materials are specified in Attachment C.
- 14) Beginning when the Project starts and throughout the Project Operational Period, the Grantee shall obtain, maintain, and comply with the insurance coverage specified in Attachment D, "Insurance Requirements," and with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage.
- 15) The Grantee shall comply with all Program requirements set forth in *the CARB Program Guidelines*, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.
- 16) Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave, or any other protected status. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 17) To be bound by all the provisions applicable law regarding prevailing wages paid to workers employed on public works, apprentices, and other similar requirements and to provide confirmation of compliance with all of the foregoing if requested. Grantee shall cause to be inserted into any contract it enters into for the performance of the Project language substantially consistent with the following and such other language as required by law to comply with applicable law regarding prevailing wages paid to workers employed on public works, apprentices, and other similar requirements (as used herein, "Contractor" refers to the contracted entity or other person responsible for the performance of the work, and "Owner" refers to the Grantee):

- A. *Prevailing Wages.* Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Owner shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the Owner, California Air Pollution Control Officers Association, California Air Resources Board, and each of their respective officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.
- B. *Apprenticeable Crafts.* When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.
- C. *Hours of Work.* Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.
- D. *Payroll Records.* Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Owner, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor

*Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.*

- E. Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute a Public Works Contractor Registration Certification prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.*
- F. Labor Compliance; Stop Orders. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Owner. Contractor shall defend, indemnify and hold the Owner, California Air Pollution Control Officers Association, California Air Resources Board, and each of their respective officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.*

18) To accept any tax liability associated with accepting grant funds.

SECTION III  
CAPCOA OBLIGATIONS

- 1) CAPCOA will provide funds for this Project in an amount not to exceed the Funds Awarded. If the Total Project Cost is less than the amount listed in Attachment B, CAPCOA shall recalculate its contribution to the Project in accordance with the provisions of Section 2 of Attachment B.
- 2) CAPCOA will reimburse all Eligible Costs for Facility Upgrades and HVAC air filter replacements, as specified in Attachment B, the amount of which shall not exceed the Funds Awarded. The Grantee shall be solely responsible for all costs that exceed the Funds Awarded.
- 3) CAPCOA will purchase and ship portable air cleaners within thirty (30) calendar days of the date of execution of this Agreement, the amount of which shall not exceed the Funds Awarded, as specified in Attachment B.
- 4) CAPCOA will make reasonable efforts to conduct audits and inspections during normal business hours of the Grantee.
- 5) RESERVED.
- 6) CARB is an intended third-party beneficiary of this Agreement and shall have the right to enforce the terms of the Agreement.
- 7) CARB and CAPCOA will make its Clean Air Center logo available to Grantee solely for use to fulfill the Grantee's obligation under Section II.12 of this Agreement as a freely revocable license.

SECTION IV  
GENERAL PROVISIONS

- 1) Effective Date: The effective date of this Agreement is the date CAPCOA Executive Director executes this Agreement ("Effective Date").
- 2) Term: The term of this Agreement shall commence on the Effective Date of this Agreement and end five (5) years from the later of either 1) the date of CAPCOA's final payment, or 2) the last day of the Project Operational Period, unless this Agreement is terminated or amended as provided below, or the Term is extended pursuant to Special Conditions, Attachment A (collectively, the "Term").
- 3) Amendment: This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall require an amendment under this Agreement.
- 4) Project Liaison: Within thirty (30) calendar days from the Effective Date of this Agreement, the Grantee shall notify CAPCOA of the Grantee's Project Liaison ("Project Liaison") and of the Project Liaison's address, telephone number, and email address. The Project Liaison shall be the liaison to CAPCOA pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify CAPCOA of a change of Project Liaison or of the Project Liaison's contact information in writing no later than thirty (30) calendar days from the date of the change.
- 5) Notices: Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by email, by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). In the case of e-mail communications, valid notice shall be deemed to have been delivered upon sending. E-mail communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 5:00 p.m. Pacific Time. Otherwise, receipt of e-mail communications shall be deemed to have occurred on the following business day. Within thirty (30) calendar days of the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number.

6) Project Due Dates: If any Project act or task must be performed by a specific deadline or date, which day falls on a Saturday or holiday (which includes Sunday), that act or task may be performed by the next business day, except where otherwise noted in Special Conditions, Attachment A.

7) Breach and Termination:

A. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party in accordance with section 5 above. The notice of termination shall specify the effective date of termination. The terminating party shall provide notice that is a minimum of forty-five (45) calendar days from the date of the notice. However, if any payments are due to either party, this Agreement may not be terminated earlier than the date that all parties have received all payments they are due under this Agreement. In this circumstance, each party shall notify the other party of having received all payments due and the date of receipt. The notice of the termination shall be delivered as provided for in Section IV.5.

If the Grantee terminates this Agreement, the Grantee shall not be entitled to the full amount of the Funds Awarded. CAPCOA will calculate the amount of funds to which the Grantee is entitled, based on CAPCOA's determination of what funds are Eligible Costs in Attachment B, Section 3. If CAPCOA has paid the Grantee more than the amount of funds to which the Grantee is entitled, the Grantee shall reimburse any funds owed to CAPCOA prior to the effective date of termination, which may include all or a portion of the funds that Grantee has already received but is not entitled to retain.

If CAPCOA terminates this Agreement pursuant to this provision, any costs incurred on the Project following the effective date of termination shall be ineligible for reimbursement of funds, except costs for any work that CAPCOA has specified in the notice of termination that the Grantee may continue to perform for the specified period of time. CAPCOA will reimburse Grantee for all Eligible Costs that were expended prior to the date specified in the notice of termination.

B. Breach. In the case of Grantee's breach of this Agreement, CAPCOA will deliver a written notice of breach in accordance with section 5 above. The notice will specify the nature of the breach and will direct the Grantee to cease all work immediately upon receipt of the notice, except as specifically provided for in the notice. At its discretion, CAPCOA may allow the Grantee to cure the breach; in that instance, the notice of breach will specify the date by which such breach must be cured ("Cure Period"). As one of its remedies, CAPCOA may terminate this Agreement. In that event, the notice of breach will specify the date of termination, which shall be no less than thirty (30) calendar days from the date of notification of such notice of breach.

The notice of breach will also notify the Grantee that the Grantee may not be entitled to the full amount of the Funds Awarded. The notice will specify the amount of the Funds Awarded; the amount of funds CAPCOA has paid to date, if any; and that some or all the Funds Awarded may be subject to reimbursement to, or withholding by, CAPCOA. In no event shall the Agreement terminate prior to the Grantee's reimbursement of any funds owed to CAPCOA.

8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

9) Indemnification: The Grantee shall indemnify, defend, and hold CARB, CAPCOA, and their respective officers, employees, agents, volunteers, and successors-in-interest ("Indemnified Parties") harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement except to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are solely caused by or result from the negligent or intentional acts or omissions of the Indemnified Parties. The Grantee shall require any third party who owns, operates, controls, or implements any portion of the Project to indemnify, defend, and hold the Indemnified Parties harmless to the same extent.

- 10) Independent Contractor: Neither the Grantee nor its officers, employees, agents, or representatives shall be considered employees or agents of CAPCOA. This Section does not apply to elected officials serving concurrently on the governing boards of both the Grantee and CAPCOA.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) Force Majeure: Neither CARB, CAPCOA nor the Grantee shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of CARB, CAPCOA, or the Grantee, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.
- 15) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law and the CARB Program Guidelines, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be Sacramento, California.
- 16) Public Entities: Conflict of Interest: The Grantee warrants and represents that its officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between CAPCOA and the Grantee related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.
- 18) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections IV.9 and II.4.



- 19) Sanctions: Under [Executive Order \(EO\) N-6-22](#), Grantee must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/russia-related-sanctions>. Failure to comply may result in the termination of contract.
- 20) Each of the undersigned expressly affirms that he or she is authorized to execute this Agreement on behalf of the Party whom he or she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

by: \_\_\_\_\_  
Tung Le  
Executive Director  
California Air Pollution Control Officers  
Association

by: \_\_\_\_\_  
Dave Johnston  
Air Pollution Control Officer  
El Dorado County Air Quality Management  
District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Legal form reviewed by Grant Orbach,  
Best Best & Krieger LLP

**ATTACHMENT A  
PROJECT INFORMATION**

(Note: The section numbers shown in parentheses below refer to sections in the Agreement.)

1. **“Project Number”**: 22CAC10
2. **Grantee**: El Dorado County Air Quality Management District
3. **Project Title**: El Dorado County Air Quality Management District’s Clean Air Center Project
4. **Project Description**: Grantee shall deploy portable air cleaners in facility(ies) in city(ies) during wildfire or other smoke events.
5. **Project Goal**: The goal of this Project is to set up a network of clean air centers where people in vulnerable communities can seek refuge during wildfire and other smoke events.
6. **“Project Operational Period”**: Five (5) years from the date first portable air cleaner is placed into service.

7. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Starts	Effective Date of Agreement
All funded Project Equipment installed and placed into service, start of the Project Operational Period	Within 2 years after Effective Date of Agreement
End of Project Operational Period	5-years from date of installation

8. **Special Conditions:**

- A. Grantee shall prioritize facilities located in or near historically underserved communities, identified by CAPCOA as those that fall in the top 25 percent of CalEnviroScreen 4.0, and areas with a cumulative smoke burden, identified as those with multiple days at or above an Air Quality Index value of 151 or higher. Grantee can recommend additional communities based on relevant information that supports one of the elements above.
- B. Grantee shall provide free access to the public for facilities selected for upgrades, including HVAC filter replacements, during wildfire and other smoke events.
- C. Grantee shall maintain an inventory and asset-tag Project Equipment and guarantee that they will be accessible and serviceable during wildfire or other major smoke events throughout the Project Operational Period.
- D. Grantee shall replace Project Equipment that are lost, broken, or stolen within 30 days.
- E. Grantee must either own the property on which the Project Equipment is installed or provide evidence (e.g., lease agreement) from the property owner allowing the Grantee to install and operate clean air centers for the duration of the Project Term.
- F. Grantee shall ensure that all locations where clean air centers are installed are secure and in compliance with all Local, State, and Federal regulations and/or requirements.
- G. Grantee may deploy Project Equipment for mutual aid to other grantees, but only within the area covered by CAPCOA’s grant (the state of California, excluding the Bay Area AQMD, San Joaquin Valley APCD, and South Coast AQMD). The Grantee must track the Project Equipment deployed for mutual aid and report the deployment as part of the annual reporting requirements to CAPCOA. All units shall be stored safely at designated locations.
- H. Grantee shall site, construct, install, maintain, and operate any services, equipment, or infrastructure paid for with Program funds in accordance with the respective manufacturer’s specifications, all applicable state, federal and local laws, and regulations.

- I. Grantee shall allow CAPCOA, and its authorized representatives, to collect and share usage information about the Project.
- J. Grantee is required to acknowledge CAPCOA as a Project funding source during the Project Operational Period. Examples of documentation and material acknowledgement may include the following: photographs of Project Equipment operated as part of the Project with Clean Air Center logos attached; documentation of use of the logo on the Grantee’s website, promotional materials, and on brochures, handbooks, and maps that promote or inform the public about the Project services; and copies of press releases and newsletter articles related to the Project (Section II.10)

**Table 1. Facility Ventilation Upgrades**

Facility Information	Project Equipment Description	Project Equipment Cost	Labor Costs	Total Cost
Facility Name Address	HVAC, Insulation, filter replacements, etc.	\$	\$	\$\$
				N/A

**Table 2. Portable Air Cleaners**

Make and Model	QTY	Cost	Filter Replacement QTY	Cost	Total Cost (with tax)
Smart Health Blast w/ VOC Air Purifier CMKQ101.4	29	\$27,104.92	58 each	\$12,364.44	\$42,642.60
					\$42,462.60

**Table 3. HVAC Air Filter Replacements**

Facility Information	CalEnviro Screen Score	Project Equipment Description	QTY	Total Cost
Facility Name Address	%	MERV XX, HEPA	\$	\$\$
				N/A

**ATTACHMENT B  
PROJECT BUDGET AND PAYMENT PROCESS**

(Note: The section numbers shown in parentheses below refer to sections in the Agreement.)

1. **Total Project Cost (Section II.3. III.1):** \$42,642.60.

The Total Project Cost is the sum of the Eligible Costs that are listed in Section 3 of Attachment B.

2. **Funds Awarded (Sections II.1, II.3, II.6, III.1, III.2, III.3, IV.7):** CAPCOA will award funds for this Project in an amount not to exceed \$42,642.60 (“Funds Awarded”). If the Grantee requests to modify or reduce the scope of the project, CAPCOA will evaluate the request and recalculate the Funds Awarded as necessary.

Attachment A, Table 1 through Table 3 shows how the Funds Awarded are distributed to the project.

If this Agreement is terminated pursuant to Section IV.7 of this Agreement, the Grantee will be required to repay the cost of equipment purchased.

3. **Eligible Costs:** “Eligible Costs” may only be incurred on or after the Effective Date of this Agreement and prior to the date all funded Project Equipment is installed and placed into service and must be directly and solely related to the implementation of the Project.

A. Eligible Costs for Facility Upgrades include:

- i) Costs for the purchase of Project Equipment and material(s) (i.e., HVAC filters, wiring, signage, and other materials) including tax, and shipping fees;
- ii) Project Equipment rental costs (i.e., dump truck and other Project Equipment) including tax, and shipping fees;
- iii) Documented labor charges (salaries, wages, and benefits); and
- iv) Contractor labor charges.

B. Eligible Costs for Portable Air Cleaners include:

- i) Costs for the purchase of Project Equipment (i.e., CARB certified portable air cleaners and replacement filters)

C. Eligible Costs for HVAC Air Filters include:

- i) Costs for the purchase of Project Equipment (i.e., Certified MERV 13 or higher filters, HEPA filters)

D. Costs that are not included in the list above are not Eligible Costs, for example:

- i) Costs related to maintenance and repairs.
- ii) Costs related to any other work performed or Project Equipment purchased that is not required for the Project.
- iii) Operating costs (e.g., salaries after the Project is open for public use, ongoing training/support, advertising, and rent/leases);
- iv) Environmental review;
- v) Facility approval and coordination costs;
- vi) Planning activities or feasibility studies; and
- vii) Indirect and administrative costs.

4. **Payment Schedule:**

**Facility Upgrades and HVAC Air Filters (Section III.2):** The Grantee shall submit a single invoice (“Final Invoice”) along with the Project Completion Report as specified in Attachment C. No costs or financial commitments that are incurred or undertaken prior to the date of full execution of the Agreement will be considered for reimbursement from CAPCOA.

The Final Invoice shall be prepared on CAPCOA’s General Invoice Form and shall include:

- A. The Project Number;
- B. An itemized list of all expenses incurred by the Grantee, specifying which are Eligible Costs and dates labor was performed and Project Equipment was purchased;
- C. The total funds being requested;
- D. Supporting documentation of Grantee’s payments made for goods and services incurred, such as cancelled checks, bank statements, SSAE-18 (Service Auditors Report) for organizations that have a fiscal agent, or other documents deemed acceptable by CAPCOA at its discretion; invoices from vendors, consultants, or contractors, with an explanation of the goods or services provided for the Project; time sheets documenting hourly labor costs incurred; and

CAPCOA will not process any invoice until all current Project obligations are fulfilled.

**Portable Air Cleaners (III.3):** CAPCOA shall supply Grantee with Project Equipment as specified in Attachment A, Table 2.

**ATTACHMENT C**  
**MONITORING OF PROJECT PERFORMANCE**

(Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.)

**1. Facility Upgrades**

- A. **Project Completion Report (Sections II.8, II.9):** The Grantee shall submit a report up completion (“Project Completion Report”) to CAPCOA. The Project Completion Report shall be prepared using CAPCOA’s Project Completion Report checklist.

**Due Date:** Following the start of the Project Operational Period.

The Project Completion Report shall include the following information in the form required by CAPCOA:

1. Facility details (name, location, capacity)
2. Invoice detailing use of funding.
3. Copy of contractor’s license.
4. HVAC Assessment Report
5. HVAC Verification Report
6. Operations Plan

- B. **Annual Reports (Sections II.9):** Annual Reports shall be prepared on CAPCOA’s Annual Report form.

**Due Dates:** Reports due annually on 2/1, until equipment has been in service for at least 5 years. The last report will be due February after the completion of the 5-year operational period.

Each Annual Report shall cover a 12-month period (from January 1 to December 31) and include the following information for each facility (the first and last report may cover a shorter or longer period):

1. Grant recipient name
2. Facility name and address
3. Facility Operation record
  - a. The dates and hours of clean air center operation
  - b. The estimated number of community members who utilized the clean air facility
  - c. Maintenance – repairs, filter changes, etc.

**2. Portable Air Cleaners**

- A. **Project Completion Report (Sections II.8, II.9):** The Grantee shall submit Project Completion Report to CAPCOA. Project Completion Report shall be prepared using CAPCOA’s Project Completion Report checklist.

**Due Date:** Following the start of the Project Operational Period.

The Project Completion Report shall include the following information:

1. Detailed list of ordered or purchased portable air cleaners and replacement filters, including make and model numbers.

- B. **Annual Reports (Sections II.9):** Annual Reports shall be prepared on CAPCOA’s Annual Report form.

**Due Dates:** Reports due annually on 2/1, until equipment has been in service for at least 5 years. The last report will be due February after the completion of the 5-year operational period.

Each Annual Report shall cover a 12-month period (from January 1 to December 31) and include the

following information for each facility (the first and last report may cover a shorter or longer period):

1. Grant recipient name
2. Facility name and address
3. Facility Operation record
  - a. The dates and hours of clean air center operation.
  - b. Number of portable air cleaners deployed.
  - c. The estimated number of community members who utilized the clean air center facility.
  - d. Feedback on operations and maintenance.

### 3. HVAC Air Filter Replacements

- A. **Project Completion Report (Sections II.8, II.9):** The Grantee shall submit Project Completion Report to CAPCOA. Project Completion Report shall be prepared using the Air District's Project Completion Report checklist.

**Due Date:** Following the start of the Project Operational Period.

The Project Completion Report shall include the following information:

1. [HVAC Assessment Report](#)
2. Detailed list of purchased air filters, including make, model numbers, and MERV rating.

- B. **Annual Reports (Sections II.9):** Annual Reports shall be prepared on CAPCOA's Annual Report form.

**Due Dates:** Reports due annually on 2/1, until equipment has been in service for at least 5 years. The last report will be due February after the completion of the 5-year operational period.

Each Annual Report shall cover a 12-month period (from January 1 to December 31) and include the following information for each facility (the first and last report may cover a shorter or longer period):

1. Grant recipient name
2. Facility name and address
3. Facility Operation record
  - a. The dates and hours of clean air center operation
  - b. The estimated number of community members who utilized the clean air facility
  - c. Maintenance – repairs, filter changes, etc.