

CLEAN AIR CENTER PROGRAM GRANT AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
CITY OF OAKLAND – EMERGENCY MANAGEMENT SERVICES DIVISION

PROJECT: 22CACAL10

This grant agreement (“Agreement”) is made and entered into between City of Oakland – Emergency Management Services Division, hereinafter referred to as “Grantee,” and the Bay Area Air Quality Management District, hereinafter referred to as the “Air District,” 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 2021* and subsequent CARB revisions and advisories issued for Program implementation (together the “CARB Program Guidelines”). The Air District implements the Program in the San Francisco Bay Area air basin in accordance with the CARB Program Guidelines and the Air District Clean Air Center Program Guidelines.
- 3) Based on the information provided in the Grantee’s project application (“Project”), the Air District determined that the Grantee proposed a project to replace or install Project Equipment that is eligible for Program funding and meets the CARB Program Guidelines and the Air District’s criteria and guidelines. In entering into this Agreement, the Air District 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 July 7, 2021, the Board of Directors of the Air District approved the Air District’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 the Air District’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 the Air District 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 send an order request for portable air cleaners and replacement filters to the Air District, to be purchased and shipped by the Air District, in the amount of which shall not exceed the Funds Awarded, as specified in Attachment B.
- 4) The Grantee agrees to allow the staff and third-party representatives of the Air District and CARB to inspect the Project Equipment and to conduct financial and performance audits of the Project. Grantee agrees that the Air District, 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 the Air District or CARB.
- 5) 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 Air District’s final payment, or b) the end of the Project Operational Period.
- 6) The Grantee shall submit the reports specified in Attachment C to the Air District by the due dates specified in Attachment C. These reports are public documents. At its discretion, the Air District may accept and process a late-submitted report, without thereby waiving or amending the submission deadline of any or all subsequent reports.
- 7) The Grantee shall submit an inventory of all Project Equipment funded as described in Attachment A. At its discretion, the Air District may accept a late submission without thereby waiving or amending the submission deadline.
- 8) The Grantee shall submit a request for Project Equipment relocation if movement will result in less than 75% of portable filters being deployed in facilities serving vulnerable populations.
- 9) The Grantee shall submit an operations plan to the Air District, maintained throughout the project term, with updates provided annually to the Air District. The Plan must include the logistics of clean air center operation during wildfires and other smoke events, its communications plan for notifying the public of the center’s availability, and details of proposed deployment locations.
- 10) The Grantee shall implement and operate the Project for the duration of the Project Operational Period. The Grantee shall notify the Air District 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.

- 11) The Grantee shall always acknowledge the Air District as a Project funding source throughout the Project Operational Period as specified in Attachment A. The Grantee shall use CARB and the Air District’s approved Clean Air Center logo for the Project. The required documentation and materials are specified in Attachment C.
- 12) 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.
- 13) 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.
- 14) Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.
- 15) To be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages paid to workers employed on public works and to provide confirmation of compliance if requested.
- 16) To accept tax liability associated with accepting grant funds.

SECTION III AIR DISTRICT OBLIGATIONS

- 1) The Air District 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, the Air District shall recalculate its contribution to the Project in accordance with the provisions of Section 2 of Attachment B.
- 2) The Air District 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.
- 3) The Air District will provide timely notice to the Grantee prior to conducting any audits of the Project. Also, the Air District makes reasonable efforts to conduct audits and inspections during normal business hours of the Grantee.

- 4) The Air District agrees to provide reasonable notice to Grantee prior to the Air District or CARB conducting an inspection or audit of the Project. What constitutes “reasonable notice” may be based in part upon any prior notice from CARB received by the Air District of such CARB audit or inspection.
- 5) CARB is an intended third-party beneficiary of this Agreement and shall have the right to enforce the terms of the Agreement.
- 6) CARB and the Air District 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.

**SECTION IV
GENERAL PROVISIONS**

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement (“Effective Date”).
- 2) **Term:** The term of this Agreement shall commence on the Effective Date of this Agreement and end the later of either 1) five (5) years from the date of the Air District’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.
- 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 the Air District of the Grantee’s Project Liaison and of the Liaison’s address, telephone number, and email address. The Project Liaison shall be the liaison to the Air District 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 the Air District of a change of Project Liaison or of the Liaison’s contact information in writing no later than thirty (30) calendar days from the date of the change.
- 5) **Notices:** All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person at the address listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail AND either by personal delivery service, first class mail, or certified mail (return receipt requested).

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 4:00 p.m. PST/PDT. Otherwise, receipt of e-mail communications shall be deemed to have occurred on the following business day. In the case of notice by mail, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing. The date of valid notice under this Agreement shall be the earliest date notice is deemed received, whether that be by e-mail or mail/personal delivery.

DISTRICT:	Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105 Attn: Areana Flores Project #: 22CACAL10 cleanaircenters@baaqmd.gov
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GRANTEE:	City of Oakland Emergency Management Services Division 1 Frank H. Ogawa Plaza Oakland, CA 94612 Attn: Joe DeVries jdevries@oaklandca.gov
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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 for facility upgrades, the Grantee shall not be entitled to the full amount of the Funds Awarded. The Air District will calculate the amount of funds to which the Grantee is entitled, based on the Air District's determination of what funds are Eligible Costs in Attachment B, Section 3. If the Air District has paid the Grantee more than the amount of funds to which the Grantee is entitled, the Grantee shall reimburse any funds owed to the Air District 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 the Grantee terminates this Agreement for portable air cleaners or air filter replacements, the Grantee shall reimburse the Air District total cost of equipment, including shipping fees and tax.

If the Air District 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 the Air District has specified in the notice of termination that the Grantee may continue to perform for the specified period of time. The Air District 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, the Air District 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, the Air District 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, the Air District 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 the Air District has paid to date, if any; and that some or all the Funds Awarded may be subject to reimbursement to, or withholding by, the Air District. In no event shall the Agreement terminate prior to the Grantee's reimbursement of any funds owed to the Air District.

- 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 and hold CARB, the Air District, its officers, employees, agents, and successors-in-interest 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 but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Grantee, its officers, agents, or employees. The Grantee shall require any third party who owns, operates, controls, or implements any portion of the Project to indemnify and hold the Air District, its officers, employees, agents, and successors-in-interest 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 but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the third party, its officers, agents, or employees.
- 10) Independent Contractor: Neither the Grantee nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Grantee and the Air District.
- 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, the Air District 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, the Air District 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 San Francisco, California.

- 16) Public Entities: Conflict of Interest: The Grantee warrants and represents that its public 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 the Air District 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: _____
Sharon Landers
Interim Executive Officer/Air Pollution Control
Officer
Bay Area Air Quality Management District

by: _____
Joe DeVries
Deputy City Administrator
City of Oakland

Date: _____

Date: _____

Approved as to legal form:

Approved as to legal form (optional):

by: _____
Alexander Crockett
District Counsel
Bay Area Air Quality Management District

by: _____
Legal Counsel

**ATTACHMENT A
PROJECT INFORMATION**

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

1. **Project Number:** 22CACAL10
2. **Grantee:** City of Oakland
3. **Project Title:** City of Oakland - Clean Air Center Project
4. **Project Description:** Grantee and related subrecipients shall deploy portable air cleaners in facility(ies) in the 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 portable air cleaner is delivered.
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 60 days from Effective Date of Agreement
End of Project Operational Period	5-years from date of installation

8. **Special Conditions:**
 - A. Grantee shall prioritize the deployment of Project Equipment at facilities serving vulnerable populations located in or near historically underserved communities, identified by the Air District as those that fall in the top 30 percent of CalEnviroScreen 4.0, CARB Priority Populations, 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 detail proposed deployment locations in the operational plan, including those originally proposed/reviewed as part of the application review, and must be maintained as changes happen. Grantee can relocate Project Equipment from what was proposed in the original application in accordance with the vulnerable population prioritization. Movement of Project Equipment resulting in less than 75% of portable filters serving vulnerable populations must be pre-approved by the Air District.
 - C. Grantee may deploy Project Equipment for mutual aid to other grantees, but only within the nine Bay Area counties (San Francisco, San Mateo, Alameda, Santa Clara, Contra Costa, Solano, Sonoma, Marin, Napa). The Grantee must track the Project Equipment deployed for mutual aid and report the deployment as part of the annual reporting requirements to the Air District. All units shall be stored safely at designated locations.
 - D. Grantee shall operate equipment for Clean Air Centers at a minimum during normal business hours of the facility and provide access to the general public. Facilities may choose to modify the general public accessibility requirement if operated by a daycare, school, or a Community Based Organization serving senior citizens or children under the age of 18.
 - E. 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.

- F. Grantee shall replace Project Equipment that are lost, broken, or stolen within 30 days or otherwise provide a reimbursement check to the Air District (Section 5, Attachment B).
- G. 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.
- H. 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.
- I. 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.
- J. Grantee shall allow the Air District, and its authorized representatives, to collect and share usage information about the Project.
- K. Grantee is required to acknowledge the Air District 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. Portable Air Cleaners

Project #: 22CACAL10						
Project Type: Portable Air Cleaners						
Make and Model	Total QTY	Cost	Filter Replacements (5 years)	Total QTY	Cost	Total Cost with Tax
Alen Corporation – BreatheSmart 75i (CARB Certified)	33	\$21,571	All-in-one HEPA	132	\$14,474	\$39,739
Genesis Air 2008 RGS (CARB Certified)	81	\$147,825	HEPA Carbon Filter Pre-filter	192 648 648	\$47,952	\$225,800
Total Proposed Award:						\$265,539

**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): \$255,584

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): The Air District will award funds for this Project in an amount not to exceed **\$255,584**. If the Grantee requests to modify or reduce the scope of the project, the Air District will evaluate the request and recalculate the Funds Awarded as necessary.

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

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 Portable Air Cleaners include:

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

B. 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: The Air District shall purchase and provide Grantee with Project Equipment as specified in Attachment A, Table 1.

5. Replacement/Repayment: Grantee shall replace Project Equipment that are lost, broken, or stolen within 30 days or otherwise notify the Air District and provide a reimbursement check to the Air District for the amount identified in Table 1, Attachment A, plus sales tax using the following formula:

$$\text{Number of Units to Repay} \times (\text{Cost}/\text{QTY} + \text{sales tax})$$

**ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE**

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

1. Portable Air Cleaners

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

**ATTACHMENT D
INSURANCE REQUIREMENTS**

Verification of Coverage

Grantee shall provide, and require any sub-awardee to provide, the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Grantee to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies, and other evidence provided shall specify that the Air District shall receive thirty (30) calendar days advanced notice of cancellation from the insurers.

The Grantee may submit evidence that listed insurance is not required for the Project.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

Minimum Scope of Insurance

Throughout the Project Operational Period, Grantee shall obtain and maintain in full force and effect the insurance as set forth below and shall require any third party to obtain and maintain in full force and effect the insurance as set forth below. Grantee must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

**Required
if marked**

1. Liability Insurance

Initial

Corporations/Private and Public Entities – a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of Project Equipment operated by the Grantee.

2. Property Insurance

Initial

Project Equipment Purchase – in an amount of not less than the insurable value of Grantee's Project Equipment funded under the Agreement of which this Attachment is a part, and covering all risks of loss, damage, or destruction of Project Equipment.

3. Workers Compensation Insurance.

Initial

Workers Compensation Insurance – as required by California law and employers' liability insurance with a limit not less than \$1 million.