

Agreement G-135555-A1

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
CLEAN AIR CENTERS PILOT PROGRAM
FUNDING AGREEMENT**

This Agreement, made this 5th day of September, 2023, between San Joaquin Valley Unified Air Pollution Control District (“District”) and **County of Fresno** (“Participant”).

This Agreement is not effective until it is fully executed by all parties.

In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement, the parties agree as follows:

1. PROGRAM

A. The purpose of this Agreement is to provide incentives to Participants in the Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program (hereinafter referred to as the Program). Established by Assembly Bill (AB) 836, the Program’s goal is to provide funding to create a network of clean air centers where people in vulnerable communities with high documented smoke exposure burden can find respite from wildfires and other smoke events. Under this program, the District provides cash incentives to be used toward the purchase of Air Filtration Devices and replacement filters to be deployed at the location(s) identified in **Exhibit A**, attached hereto and incorporated herein, in accordance with the **Exhibit B** Program Guidelines attached hereto and incorporated herein. Participant has agreed to undertake such participation.

B. In the event of any conflict between or among the terms and conditions of this Agreement, the **Exhibit A** 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. **Exhibit A** of this Agreement

2. ELIGIBLE AIR FILTRATION DEVICES

A. Funding under this Agreement shall be utilized by Participant toward the purchase of the Program eligible devices and filters listed in **Exhibit A**; hereinafter the “device(s)”.

B. Device(s) eligible for funding will meet the following criteria:

- a. Be certified by the California Air Resources Board (CARB) for sale and use in California and,
- b. Must be equipped with a true High Efficiency Particulate Air (HEPA) filter

3. OBLIGATIONS OF PARTICIPANT

- A. Participant agrees to the purchase option identified in **Exhibit A** and further agrees to adhere to the processes associated with that option as identified throughout this Agreement.
- B. Participant agrees to deploy the device(s), at minimum, during normal business hours on days when the District issues an Air Alert and allow the public to access the area of the facility in which the device(s) is/are deployed during those hours.
 - a. Air Alerts are issued when air pollution levels reach a certain hourly sustained rate or greater and are expected to last for multiple days.
 - b. Participants will be notified via email when an Air Alert is issued. The District, in its discretion, may also use other methods of providing notice, such as via text or telephone.
- C. Participant cannot charge an admission fee or otherwise restrict access to the facility in which the device(s) is/are deployed except in the case when an attendee violates the facility's standard admission policies.
- D. Based on the purchase option identified in **Exhibit A**, the Participant shall submit a final documentation package as follows:
 - a. Bulk Pricing List Option – A detailed list of purchased device(s) and replacement filters that have been received and are ready for deployment, which will include, make, model and delivery date.
 - i. Claim for payment will be made directly to the manufacturer by the District as stated in Section 4(B)(a)(i).
 - b. Standard Purchase Option – Submit a properly supported Claim For Payment (CFP), including itemized invoice(s) listing device(s) make and model, shipping costs, and applicable sales tax to the District within the Agreement Terms set forth in paragraph 5. The District will not reimburse the Participant for any costs on the invoice which exceed the project incentive amount indicated in this Agreement in Paragraph 4(A). The District will pay the Participant the lower of the contract amount or the final invoice amount of eligible costs. Payment will be issued to Participant upon the following:

- i. All required documents for a complete claim for payment request have been submitted to the District for approval.
- ii. Verification that the device(s) is/are operational and eligible.

C. If necessary, Participant shall obtain through other sources sufficient additional funds to purchase and/or deploy the device(s). In the event Participant cannot obtain sufficient funds to complete the purchase and/or deployment of the device(s), the District reserves the right to terminate this Agreement.

D. Participant certifies by signature on this Agreement that the Participant has disclosed all other public funds that Participant has applied for or received for the purchase of the device(s) in this Agreement. Participant also agrees to disclose to District the receipt of any public funds after the execution of this Agreement for the purchase of the device(s).

E. Participant agrees to submit Annual Operation Reports for a term of five (5) years to commence 1 year from the purchase date on the final invoice as specified in Paragraph 6(A).

F. Participant agrees to comply with all applicable program requirements listed in **Exhibit B**.

G. Participant agrees to acknowledge the California Air Resources Board and the Program in any related media events or other publicity material related to this Agreement. Acknowledgement must read as follows:

1. This project is part of the California Air Resources Board's Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program, a statewide program that creates a network of clean air centers in vulnerable communities.

H. Participant agrees that at the date of execution of this Agreement, Participant has not yet purchased the device(s).

I. Participant agrees that, for the term of this Agreement, the District, or the California Air Resources Board (CARB), shall be allowed to inspect the device(s) and/or records relating to the device(s).

J. Participant understands that any payment(s) received to fund the device(s) in this Agreement may be subject to taxation and that the District will issue a form 1099 to the Participant. Participant agrees to assume any tax liability resulting from receipt of payment.

4. OBLIGATIONS OF THE DISTRICT

A. District shall provide up to **\$125,117.16** dollars to Participant to be used toward purchase of devices as specified in Exhibit A based on the purchasing option selected by the Participant.

B. Based on the purchase option identified in **Exhibit A**, the District shall make payment as follows:

a. Bulk Pricing List Option - District shall place order to the specified vendor for the devices listed in **Exhibit A**. Upon receipt and verification of a properly supported claim for payment request, the District shall make payment directly to the selected vendor. Payment will be issued to the vendor within **sixty (60) working days** of a completed claim for payment request.

i. Claim for payment will be made directly to the manufacturer by the District upon verification that the selected equipment has been received by the applicant and is fully functioning.

b. Standard Purchase Option – District shall make payment to Participant upon receipt and verification of a properly supported claim for payment request. Payment will be issued to Participant within **sixty (60) working days** of a completed claim for payment request, which includes verification that the new device(s) have been received and are operational. Participant must provide proof of payment in the form of copies of cancelled check(s), wire transfer, finalized loan document, or proof of cash payment.

C. Payment shall only be made toward the device(s) specified in **Exhibit A** and which meet all Program Guideline requirements.

5. AGREEMENT TERMS

A. Standard Purchase Option only – Participant shall purchase and make the device(s) ready for deployment within **four (4) months from the execution date of this agreement**.

B. Standard Purchase Option only – Claim for Payment, Request for Reimbursement: Participant shall submit a complete claim for payment request to be reimbursed for the purchase of the device(s) within **sixty (60) days** from the purchase date of the device(s), based on the invoice date of the device(s).

C. Project Implementation Phase – Participant shall own, operate, and maintain the device(s) according to the terms of this Agreement for not less than five (5) years. Operation years will be calculated from the date the device(s) is/are placed into service. Upon the expiration of five (5) years of operation, this Agreement shall be terminated.

D. Pro Rata Reimbursement – If the Participant cannot meet the Agreement Terms, the Participant must notify the District in writing with justification explaining why the

Agreement Terms cannot be met. The District will review the request and determine, in its sole discretion, whether to amend the Agreement to account for Participant's written request and reserve the right to seek repayment of Program funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or/and regulations. Participant agrees to amend the Agreement as necessary, if requested by the District, to ensure the project is completed in a timely manner. Though the District agrees it will not unreasonably deny Participant's request, Participant understands that even with written justification; the District does not guarantee an amendment will be made to the Agreement to adjust Agreement Terms and expressly reserves the right to deny such request. Participant may be subject to conditions in Paragraph 12 for non-performance with Agreement Terms.

6. ANNUAL REPORTING

- A. Participant is required to submit annual operation reports to the District. Participant shall submit annual operation reports which will include, but is not limited to:
- a. The dates of device(s) deployment;
 - b. The address of the facilities where the devices were deployed;
 - c. The device(s) model number and quantity of the deployed device(s); and
 - d. The estimated number of community residents participating at each clean air center deployment location.

As well as any other pertinent information requested by District on a form to be provided to Participant by District for the duration of the Project Implementation Phase specified in Paragraph 5(C).

- B. The first year annual report is due on the anniversary of the date the device(s) was purchased and for each ensuing year thereafter.
- C. The District and CARB reserves the right to monitor the device(s), enforce the terms of this Agreement at any time during the Agreement Term, and pursue repayment of Program funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.
- D. Noncompliance with the annual reporting requirements shall require on-site monitoring by the District and will impact the Participant's ability to receive funding from the District for future projects. Participants with reports that are more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

7. INSURANCE

A. Without limiting District's right to obtain indemnification from Participant or any third parties, Participant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of this Agreement:

- a. General liability insurance with a combined single limit with minimum limits of coverage in the amount of Two Million Dollars (\$2,000,000) per occurrence;
- b. Workers compensation insurance, as required by California law.

B. Except for workers' compensation insurance, such insurance policies shall name District, its officers, agents, and employees, individually and collectively, as additional insureds for liability arising out of Participant's work performed for District. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by District, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Participant's policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance, written notice given to District.

Prior to the commencement of performing its obligations under this Agreement, Participant shall provide certificates of insurance on the foregoing policy, as required herein, to District, stating that such insurance coverage have been obtained and are in full force; that District, its officers, agents, and employees will not be responsible for any premiums on the policy.

8. INDEPENDENT CONTRACTOR

A. In performance of the work, duties, and obligations assumed by the Participant under this Agreement, it is mutually understood and agreed that the Participant, including any and all of the Participant's officers, agents, employees and subcontractors, will at all times be acting and performing as Independent Contractors and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District. Furthermore, the District shall have no right to control or supervise or direct the manner or method by which the Participant shall perform its work and function. However, the District shall retain the right to administer this Agreement so as to verify that the Participant is performing its obligations in accordance with the terms and conditions thereof. The Retailer and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

B. Due to its status as an Independent Contractor, the Participant and Participant's subcontractors, if any, shall have absolutely no right to employment rights and benefits available to District employees. Participant shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, the Participant shall be solely responsible and save District harmless from all matters relating to payment of Participant's respective employees, including compliance with social security, withholding, and all other regulations governing such matters.

C. No performance required under this Agreement may be delegated or assigned without the express written consent of the District's Executive Director/Air Pollution Control Office (APCO), in consultation with District's Counsel, and Participant.

9. TERMINATION

Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the District there is:

- a. A failure to comply with any term of this Agreement;
- b. An illegal or improper disclosure of information;
- c. Failure to provide correct and completed documentation and/or reports in a timely manner to the District;
- d. Failure to meet completion deadlines;
- e. Improperly performed services; or
- f. Substantial and/or continuing violation of environmental laws or regulations by Participant, or violation by Participant of an Agreement, code, or decree resolving in such a violation.

In the event of such breach, the District reserves all rights under law and equity to enforce this Agreement and apply any of the following remedies:

- a. Recapturing funds;
- b. Fiscal penalties based on breach severity;
- c. Agreement cancellation and eligibility suspension or termination; or
- d. Future District incentive programs ban.

In addition to these remedies, the District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

10. FUNDING OUT

The terms of this Agreement and the services to be provided herein are contingent on the approval and receipt of funds by the District. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant 30 days' prior written notice.

11. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

12. NON-PERFORMANCE

The District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the District there is:

- A. Failure to comply with any terms and conditions in this Agreement;
- B. Failure to purchase an eligible new vehicle and place into service within the timeframe specified in Section 5;
- C. Failure to comply with timelines for submission of CFP;
- D. Misuse of the District's payments;
- E. Intentional destruction of the device(s) or associated equipment;
- F. Failure to operate or maintain device(s) in accordance with manufactures recommendations;
- G. Device(s) is non-operational, malfunctioning, or damaged
- H. Insufficient, incomplete, or faulty project documentation;
- I. Failure to provide documentation or reports in a timely manner;
- J. Failure to adhere to the terms of this Agreement at any time after the device(s) is placed into service and for the amount of time specified in Section 5. Should Participant fail to adhere to the terms of this Agreement at any time after the device(s) is placed into service, Participant shall promptly return all, or a portion, of funds reimbursed to Participant under this Agreement. The amount of funds to be reimbursed shall be at the discretion of the District but shall not exceed the amount funded to the Participant;
- K. As a remedy for non-performance of the Participant under this Agreement, the Participant, with District approval, may transfer the device(s) to a new Participant, so long as the new Participant agrees to sign an agreement under the same provisions, for the remaining Agreement term.

In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. The District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Agreement, and may prohibit Participant from participation in any future District incentive programs. Participant shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.

In the event that the device(s) purchased under this Agreement is/are destroyed, stolen, or otherwise rendered permanently inoperable, or does not perform to the satisfaction of the Participant, the Participant may replace the device(s) with an equivalent device(s) that, is a Program eligible device(s) that meet Program guideline requirements. As this situation will require an amendment to the existing Agreement,

Participant must receive prior authorization from the District in advance of any purchases, and must provide any and all replacement device(s) information to the District.

13. NONDISCRIMINATION

During the performance of this Agreement, Participant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any member of the public, employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Participant and its subcontractors shall insure that the evaluation and treatment of members of the public, the Participant's employees and applicants for employment are free of such discrimination and harassment.

Participant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Participant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

14. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at District's request, defend District, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in agreement, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to District which arises from any negligent or wrongful acts or omissions of Participant, its officers, agents, subcontractors, or employees in their performance of this Agreement or arising out of Participant's use of the device(s).

15. RECORD KEEPING

Participant shall maintain records pertaining to the device(s) sufficient to provide, on an annual basis, information regarding annual usage in days deployed and hours deployed, general maintenance details, accounting of usage by the public, correspondence associated with the application, award, agreement, and reporting requirements and any other available information that may be deemed pertinent to the evaluation of the program for up to five (5) years commencing on the day the device(s) is purchased, as indicated on the final sales invoice.

Records shall be readily available and accessible to the District and/or CARB upon request for the purposes of ongoing evaluations or auditing.

16. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

Participant

Sally Gomez
Assoc. County Librarian
2420 Mariposa St.
Fresno, CA 93721

DISTRICT

Samir Sheikh
Executive Director/APCO
1990 E. Gettysburg Avenue
Fresno, California 93726
(559) 230-6000

Any and all notices between the District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party.

17. BINDING UPON SUCCESSORS

This Agreement, including all covenants and conditions maintained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

18. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

19. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that the Participant will, to the reasonable satisfaction of the District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that the Participant is not caused unreasonable delay in such performance due to circumstances beyond the Participant's control.

20. SEVERABILITY

It is understood that if a court holds a specific provision within this Agreement invalid, the remaining provisions of this Agreement continue in effect.

21. FORCE MAJEURE

It is understood that the District and the Participant are not liable for delay or failure in performance resulting from acts beyond their control.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Participant and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

23. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

24. NO FINANCIAL THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of the District, and no other person, firm, corporation, or entity shall be deemed an intended financial third-party beneficiary of this Agreement.

25. AUDIT

Participant shall at any time during regular business hours, and as often as District may deem necessary make available to the District for examination all of its records and data with respect to the matters covered in this Agreement. Participant shall, upon request by District, permit District to audit and inspect all such records and data necessary to ensure Participant's compliance with the terms of this Agreement.

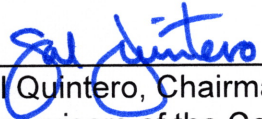
In addition to enforcement by the District and auditing of the device(s) as the District deems necessary, CARB reserves the right to conduct a fiscal audit of the program and associated records during the full term of the Agreement. Participant shall maintain and retain all project records and data for activities performed under this Agreement for at least three (3) years after Agreement expiration, three (3) years after final project payment, or until all state audits are completed for that fiscal year, whichever is later.

26. COUNTERPARTS

This Agreement may be executed in counterparts, and each of those counterparts shall be deemed an original for all purposes.


Participant

County of Fresno



Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California


By: 

Deputy

ORG No.: 75110800
Account No.: 3575
Fund: 0107
Subclass: 10000

SJVAPCD

**San Joaquin Valley Unified Air Pollution
Control District**

DocuSigned by:


Samir Sheikh
Executive Director/APCO

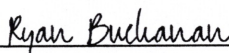
Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District

DocuSigned by:


Annette A. Ballatore
District Counsel

Approved as to accounting form:

San Joaquin Valley Unified Air Pollution
Control District

DocuSigned by:


Ryan Buchanan
Interim Director of Administrative Services

For accounting use only:
San Joaquin Valley Unified Air Pollution
Control District

Program: 576
Account No.: _____

PROJECT DESCRIPTION

The items listed in the table below have been identified as eligible for reimbursement. If the Participant wishes for an eligible item that is not listed below to be reimbursed, the Participant must receive District approval in writing.

Eligible Project Items:

| Air Filtration Device Make/Model | Air Filtration Device Qty. | Replacement Filter Qty. |
|---|---------------------------------------|------------------------------------|
| Blaisdell AeraMax Pro IV 9451201 | 31 | 620 |

Project Details:

| | |
|---------------------------|---------------------------------------|
| Purchasing Option: | Bulk Pricing List Option |
| Device Location: | 2420 Mariposa Street, Fresno CA 93721 |

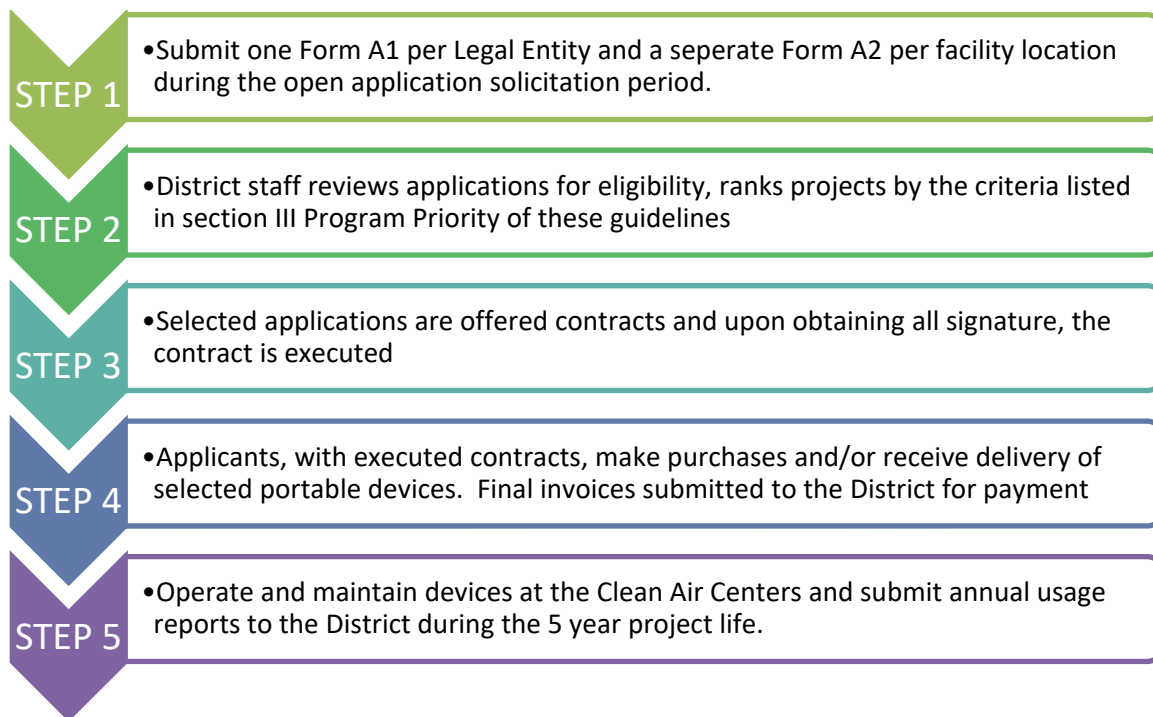
EXHIBIT A

Program Guidelines

Over the past few years, the San Joaquin Valley has seen an increase in the severity and intensity of wildfires and other smoke events throughout the State. During these events, the Valley is blanketed with a thick layer of smoke for multiple days or weeks creating significant exposure to particulates and air toxics for Valley Communities. The Clean Air Centers Pilot Program is currently established to provide funding to purchase portable room filtration devices to create temporary clean air shelters that can provide respite from wildfire and other smoke events for the vulnerable communities of the Valley when smoke events occur.

Applicants must obtain approval and have a signed, executed contract from the District prior to the purchase of any equipment. Any equipment purchased prior to contract execution is ineligible for funding.

I. Program Process



II. Eligible Applicants

Eligible applicants are those, which can provide access to facilities that are located in or serve a community that meets the following three (3) criteria listed below. These facilities can include, but are not limited to:

- Schools, libraries, and other public facilities
- Community centers, senior centers, sports centers, or other private facilities,

A. Cumulative Smoke Burden – Determined by the District to be located in an area that meets one of the following:

1. Multiple days at or above “Unhealthy” category of AirNow Air Quality Index (or AirQuality Index value of 151 or higher) due to wildfire smoke in the past five years.¹
2. An area identified by the District based on wildfire smoke health advisory notices announced in the past five years.

B. Proximity to Vulnerable Populations - In order to ensure facilities will be able to serve vulnerable populations, facilities must be located in or serve a community that meets any one of the following conditions:

1. A CARB-designated AB 617 community within the District boundaries.
2. A community served by a low-income school - School maintained by a local educational agency that has at least 40 percent of its pupils being from low-income families, as specified pursuant to Title I of the federal Elementary and Secondary Act of 1965 (20U.S.C. Sec. 6301 et seq.).
3. A “disadvantaged community”, “severely disadvantaged community” or “low income community”²
4. A community within an area identified as among the most disadvantaged 25 percent of areas in the state according to the California Environmental Protection Agency and based on the California Communities Environmental Health Screening Tool, also known as CalEnviroScreen 3.0 (SB 535 communities).
5. Located on lands belonging to one of the federally recognized Indian tribes or other California Native Americans, as defined by Governor’s Executive Order B-10-11.
6. A community recommended by the District based on relevant information that supports one of the elements above.

C. Facility Requirements - Facilities should meet the following eligibility criteria:

1. Must be able to provide access to the public as a clean air shelter during wildfires and other smoke events.
2. The facility or the part of the facility that shall be upgraded with high efficiency air filters and intended for use as a clean air shelter is eligible for this grant.

III. Program Priority

The goal of this pilot program is to provide respite from wildfire smoke to vulnerable populations, applications that are better aligned with this goal shall be prioritized. Facilities meeting the following criteria shall be given higher priority in the scoring and selection process.

- A. Located in schools that meet the criteria outlined in section I(B)(2) of the guidelines
- B. Facilities that are close to and provide easy access for vulnerable populations.
- C. Have a reasonable capacity to meet the possible clean air center needs of vulnerable populations.
- D. Facilities that are designated as a Cooling Centers.

¹ Historical AirNow Air Quality Index data can be found here: <https://gispub.epa.gov/airnow/index.html?tab=3>

² Grant Funding Environmental Justice Map:

http://valleyair.org/Programs/EnvironmentalJustice/Environmental_Justice_idx.htm#ejmap

- E. Facilities that are capable of providing the greatest amount of access to the public as a clean air shelter during wildfires and other smoke events.

IV. Eligible Project Type

A. Portable Air Cleaner Purchase

1. Portable air cleaners must be certified by the California Air Resources Board for sale and use in California.³
2. Portable air cleaners must be equipped with a HEPA filter.
3. An established plan for operating portable air cleaners is required. The plan must include the logistics of device deployment during wildfires and other smoke events, the management of device inventory and maintenance, and the list of partner organizations and their roles. Please see the application Form A2 for more information on the project plan.
4. Replacement air filters needed for up to five years can be included in the budget.

V. Funding

Funding is provided to purchase the appropriate number of units to serve the square footage of the facility, based on the manufacturer recommendation, and the number of air filter panels sufficient to last up to 5 years.

| Type of Equipment | Funding Amount |
|---|----------------|
| Portable Air Cleaners & Replacement Filters | Up to 100% |

A. Fund Allocation by County

Funds will be allocated by County based on the percentage of population per county as identified in the table below. The District intends to fund multiple facilities per county and reserves the right to reallocate funds based on interest and need as well as limit the amount a single entity can received in order to ensure the greatest equity per county and meet the goals of the pilot program.

| County | Population* | % Population | Clean Air Centers Funding |
|---------------|------------------|----------------|---------------------------|
| San Joaquin | 783,534 | 18.4% | \$127,980 |
| Stanislaus | 555,968 | 13.1% | \$90,810 |
| Merced | 284,836 | 6.7% | \$46,524 |
| Madera | 158,474 | 3.7% | \$25,885 |
| Fresno | 1,026,681 | 24.2% | \$167,695 |
| Kings | 152,543 | 3.6% | \$24,916 |
| Tulare | 481,733 | 11.3% | \$78,685 |
| Kern (Valley) | 803,576 | 18.9% | \$131,254 |
| Total: | 4,247,345 | 100.00% | \$693,750 |

³ List of CARB-Certified Air Cleaning Devices can be found here: <https://ww2.arb.ca.gov/list-carb-certified-air-cleaning-devices>

B. Purchasing Pathways

Upon completing an application, applicants can select one of two purchasing pathways below for portable clean air devices and replacement filters.

1. **Bulk Pricing List** - Select a device from the District's approved bulk pricing list and the District will arrange payment directly to the selected manufacturer and have the device delivered to the applicant's indicated address. This option does not require any out-of-pockets expenses.
2. **Buy Direct** - Purchase a CARB certified portable air filter device directly from a vendor of your choice and request reimbursement from the District. This option requires the applicant to purchase the equipment up front then receive reimbursement after devices have been paid for and delivered.

C. Ineligible Costs

Clean Air Center funds may not be used to reimburse for the following costs:

1. Administrative costs: such as, but not limited to accounting activities, fulfilling contractual obligations, audits, reporting and record-keeping requirements;
2. Air Quality Monitoring Device;
3. Facility approvals and coordination costs;
4. Operational costs such as, but not limited to labor costs for staffing, deployment and maintenance of devices, and building maintenance and overhead costs;
5. Costs to improve the clean air center.

VI. Applicant Responsibilities

If selected for grant funding, the Applicant will enter into funding agreement with the District. Funding agreements will include requirements for project schedule, deadlines, funding award amount, project scope, performance requirements/ penalties, monitoring and reporting, payment procedures, recordkeeping, termination, repayment, etc. The following are some of the requirements Applicants must agree to and do to participate:

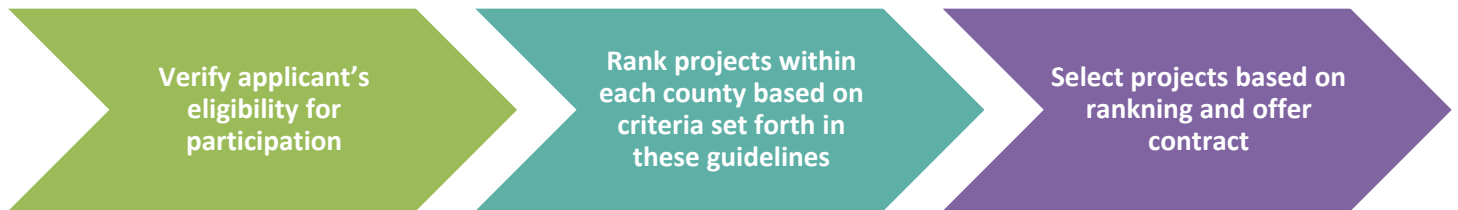
- A. Pending the selected purchase pathway, send order request for portable air cleaners and replacement filters to be purchased by the District or pay 100% for cost of portable air cleaners and replacement filters (prior to reimbursement);
- B. Place into service all equipment funded through the District, as needed, during the project term;
- C. Replace portable air cleaners that are lost, broken, or stolen within 30 days;
- D. Should a Portable Air Cleaner need to be relocated to a different Clean Air Center, the Applicant is responsible notifying the District of the new location and reason for the relocation by the following wildfire or other smoke event and on the annual usage report.
- E. Operate and maintain portable air cleaners for Clean Air Centers for a minimum period of five years, and ensure that the project achieves its intended purpose. If the Applicant outsources operations, the Applicant is responsible for meeting grant requirements. If Applicant does not deploy portable air cleaners for Clean Air Centers at the end of 5-year operation period, the Applicant may be required to repay the grant funds to the District.
- F. Ensure that all locations where portable air cleaners are deployed are well-lit, secure, and in compliance with all Local, State, and Federal regulations and/or requirements;

- G. Keep an inventory of portable air cleaners and their locations;
- H. Submit annual usage reports on the status and usage including, but not limited to: location, dates and hours of operation, and estimated capacity during a wildfire or other smoke event of portable air cleaners to the District each year during the duration of the Project Life.
- I. Allow District staff or its authorized representatives to inspect the project and conduct financial audits and agree to make available to the District all records relating to project performance and expenses incurred.
- J. Retain records for five (5) years beyond the completion of the Project Life.

VII. Application Process Overview

Application submittal and review

- A. All applications received within the specified application period will be subject to a review process, which will include the following:



- B. All applications received within the specified application period will be ranked according to the criteria listed in section **II Program Priority** of these guidelines.
- C. Application Package for Portable Air Cleaner Purchase should include:
 1. **Application Form A1**
 - Application Details: Applicant name, type of entity, contact information
 - Signed Certification
 2. **Application Form A2 – Project Plan**
 - Facility Information - Clean Air Centers must be available to the general public during wildfire and other smoke events and operate for a minimum of 5 years. Facilities operated by a Community Based Organization or school may modify the general public requirement.
 - New Equipment Information

Contract and Payment

- A. Contract Offers will be issued to eligible projects based on ranking position in each county until program funds are exhausted.
 1. Contracts will be subject to a **Project Life** of five (5) years commencing on the day the new equipment purchased, as indicated on the final sales invoice.
- B. Equipment can be purchased and installed only after a fully executed contracted has been issued. A contract is considered fully executed when all parties have signed.
- C. Payments from the District shall be made in one of 2 ways:

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1. Portable devices **selected from the District's approved bulk pricing list** - payment will be made directly to the manufacturer upon verification that the selected equipment has been received by the applicant and is fully functioning.
 2. Portable devices **purchased by the applicant**– will be reimbursed directly to the applicant upon receipt of a complete Claim for Payment request.
- D. Payments will be released upon receipt of a complete claim for payment (CFP) request. The following support documents will be required for a complete CFP:
1. Report documenting portable air cleaner purchase and serial numbers
 2. Project invoices and proof of payment and deposit (payment documents applicable if purchase made directly by applicant)
 3. Photos of portable air cleaners
 4. List of portable air cleaner locations
- E. Applicants will be required to submit **annual operation reports** to the District for the life of the project. Annual reports will be provided by the District and mailed to applicants annually approximately one year from the date of the final sales invoice. The report will include items such as, but not limited to the followings:
1. Device deployment record including items such as:
 - a. Date and times of device deployment
 - b. Address of the facilities where the devices were deployed
 - c. Device model number and quantity of the deployed devices
 2. Information on the attendees at each deployment location such as:
 - a. Number of attendees per opening
 - b. Duration of the time utilizing the center
 - c. Comments or feedback from the attendees
 3. Operational issues and/or maintenance on the devices

Additional project types will be considered on a case-by-case basis. Applicants interested in other options should contact District staff for more information.

For assistance regarding the program, please contact program staff by phone or email at:

(559)230-5800

Grants@valleyair.org

(Subject line must indicate Clean Air Center & your name)