

# GRANT AGREEMENT COVER SHEET

GRANT NUMBER G24-OGG-14
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NAME OF GRANT PROGRAM Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement	
GRANTEE NAME Tehama County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000543	TOTAL GRANT AMOUNT NOT TO EXCEED \$15,000.00
START DATE: January 1, 2025	END DATE: December 31, 2025

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").

- Exhibit A – Grant Provisions
- Exhibit B – Work Statement
- Exhibit B, Attachment I - Budget Summary
- Exhibit B, Attachment II - Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
- Exhibit B, Attachment III - Project Schedule
- Exhibit C – Sample Annual Report Summary

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Tehama County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Air Pollution Control Officer	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1834 Walnut Street, Red Bluff, California 96080	

### CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$15,000.00	PROGRAM 3510000L32	PROJECT	ACTIVITY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Cost of Implementation Fund		FUND NO. 3237
TOTAL AMOUNT ENCUMBERED TO DATE \$15,000.00	(OPTIONAL USE)	CHAPTER 12	STATUTE 2024
APPR REF 001	ACCOUNT/ALT ACCOUNT 5390900	REPORTING STRUCTURE 39004100	SERVICE LOCATION 12101
		FISCAL YEAR (ENY) 2024-2025	

*I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.*

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A	DATE
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## **EXHIBIT A – Grant Provisions**

- A.** The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities implementation and enforcement as outlined in the Memorandum of Agreement between the California Air Resources Board and the Tehama County Air Pollution Control District (executed 4/19/2018).

### **B. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)**

Project Title: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement.

Grant Funding Amount: **\$15,000.00**.

### **C. GRANT PARTIES AND CONTACT INFORMATION**

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Tehama County Air Pollution Control District (hereinafter referred to as Grantee).

1. The CARB Project Liaison is Shobhit Mehrotra. Correspondence regarding this project must be directed to:

Mr. Shobhit Mehrotra  
California Air Resources Board  
Industrial Strategies Division  
PO Box 2815  
Sacramento, California 95812  
(279) 216-0959  
[shobhit.mehrotra@arb.ca.gov](mailto:shobhit.mehrotra@arb.ca.gov)

2. The Grantee Liaison is Joe Tona. Correspondence regarding this project must be directed to:

Mr. Joe Tona  
Air Pollution Control Officer  
Tehama County Air Pollution Control District  
1834 Walnut Street  
Red Bluff, California 96080  
(530) 527-3717 x 101  
[jtona@tehcoapcd.net](mailto:jtona@tehcoapcd.net)

## **D. SCOPE OF WORK**

The Grantee shall implement and enforce the CARB Oil and Gas Regulation in the Tehama County Air Pollution Control District as follows:

1. Issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil and Gas Regulation;
2. Supply an accounting summary of funds expended; and
3. Establish and Maintain Project Records

As further described below, records include, but are not limited to, Grantee financial and project records, including inspection reports, NOVs and their resolution and the amount of any penalties. All project records must be retained during the Grant period, and for three years after final payment under the Grant. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

## **E. FISCAL ADMINISTRATION**

### **1. Budget**

- a. The maximum amount of this Grant is \$15,000.00. Under no circumstances will CARB reimburse the Grantee for more than this amount.

### **2. Project Funding**

- a. Project funds may be used for expenses related to the implementation and enforcement of the CARB Oil and Gas Regulation. Expenditures may include, but are not limited to new equipment purchases, database development, and personnel.
- b. Year seven funding for the implementation and enforcement of the CARB Oil and Gas Regulations will be disbursed upon receipt of the following:
  - i. Fully executed Grant Agreement;
  - ii. Annual Report Summary Template filled out with additional information attached hereto as Exhibit C between CARB and Tehama County Air Pollution Control District; and
  - iii. A completed Grant Disbursement request form for \$15,000.00.

### **3. Suspension of Payments and Grant Termination**

- a. CARB reserves the right to terminate this Grant upon 30 days written notice to the Grantee. In case of early termination, the Grantee will submit a report covering activities up to, and including, the termination date and following the requirements specified herein and immediately return remaining funds.

- b. CARB reserves the right to immediately terminate this Grant in accordance with Section I (General Grant Provisions, paragraph 23).
- c. Upon termination, remaining Grant funds must be immediately returned to CARB.

#### 4. Documentation of Administration Funds

Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)<sup>1</sup>; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
  - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff is devoted to project administration;
  - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
  - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
  - iv. **Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees.** No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after full payment and completion of the grant.

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<sup>1</sup> Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

## **F. PROJECT MONITORING**

### **1. Meetings with CARB**

- a. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

## **G. DOCUMENTING EXPENDITURE OF STATE FUNDS**

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided with the Grant Disbursement Request Form.

## **H. OVERSIGHT AND ACCOUNTABILITY**

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
2. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for a minimum of three years after full payment and completion of the grant.
3. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.
4. The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. Files must be retained for a minimum of three years after full payment and completion of the grant.

## **I. GENERAL GRANT PROVISIONS**

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal amendment.

- 3. Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 4. Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
- 5. Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6. Confidentiality:** No record that has been designated as confidential by CARB, shall be disclosed by the Grantee unless Grantee determines that disclosure is legally required by law, regulation, subpoena, or judicial or governmental order. To the extent notice is permitted, Grantee shall notify CARB of its intent and the reasons for the disclosure at least 10 days prior to the planned disclosure.
- 7. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 8. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or their designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 9. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

**10. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

**11. Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

**12. Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

**13. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the Project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- 14. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- 15. Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.
- 16. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) 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 8 of Division 3 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. During the performance of this Grant, Grantee and its third party entities shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.
- 17. Third-party beneficiaries:** Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the grant term.



This Grant Agreement does not create rights in or grant remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

- 18. Ownership:** “Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee or its third-party entities with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media. CARB disclaims title and ownership rights to Project Information Resources. However, Grantee, to the extent it has the right to do so, grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality. Grantee shall require contractors, subcontractors, subgrantees, and similar third-party entities to grant CARB similar license rights to the extent such entities have the right to do so.
- 19. Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity and shall not release or publish any such information or data.
- 20. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
- 21. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

- 22. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 23. Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- 24. Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 25. Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 26. Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 27. Compliance with AB 794:** Grantee shall require that the agreements with all of their grantees, recipients, sub-grantees, contractors, subcontractors, consultants, affiliates or representatives, who receive or use any Grant Funds to support the purchase, or lease for greater than one year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB 2737 (2022) as a condition of Grant Fund receipt or use and as a condition of participation in the Program.

## **EXHIBIT B – Work Statement**

Budget Summary (Attachment I)

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget  
(Attachment II)

Project Schedule (Attachment III)

**Budget Summary**

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

**Grant Number:** G24-OGG-14

**Project:** Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Total Costs & Funding

<b>Total Funding</b>	
Funding Source	Amount
Cost of Implementation Fund (COI)	\$15,000.00
Total Grant	\$15,000.00

Implementation and Enforcement of CARB’s Oil and Gas Regulation Budget

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

**Grant Number:** G24-OGG-14

**Project:** Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

	Grant Funded
<b>Direct &amp; Indirect Staff Labor Costs</b>	
Inspections	\$
Training (regulation and/or instrument)	\$
Facility Education	\$
Software Development	\$
Permit Revisions	\$
Other (specify)	\$
<b>Subtotal</b>	<b>\$</b>
<b>Direct Costs</b>	
Methane Detection Instruments	\$
IT Contracts/Hardware	\$
Other Equipment (specify)	\$
<b>Subtotal</b>	<b>\$</b>
<b>Total Costs</b>	<b>\$15,000.00</b>

**Project Schedule**

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

**Grant Number:** G24-OGG-14

**Project:** Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

<b>Work Task</b>	<b>Timeline</b>
<b>Task 1 – Execute Grant Agreement</b>	<b>January 1, 2025</b>
<b>Task 2 – 2024 Annual Report Summary Due January 1, 2024 – December 31, 2024</b>	<b>April 1, 2025</b>

**EXHIBIT C**

**Air District: Tehama County Air Pollution Control District**

**Reporting Period: 2024**

# Sample – Annual Report Summary

## Summary of CARB Training

Type of Training	Dates Attended	Location	Number of District Staff attended
Regulation Training			
Detection Instrument Training			

## Summary of Facilities/ Inspections/ Violations

List of Facilities in District subject to CARB's Oil and Gas Methane Regulation that were inspected this year					Summary of Inspections			Summary of Notices of Violation					Comments	
CARB Facility ID (if any)	Owner/ Operator	Facility Name	Facility Type (drop down)	Location	Date of Inspection	Inspection # (if any)	Sources Inspected (drop down)	Date Violation Issued	Description of NOV (Regulation section violated)	NOV # (if any)	Resolution (yes/no) (if no, explain in comments)	Amount of Penalties (if any)	Other Required Remedies	Please add any explanatory comments in this section
1														
2														
3														
...														

To request the Excel version, please contact [shobhit.mehrotra@arb.ca.gov](mailto:shobhit.mehrotra@arb.ca.gov)