
CLEAN AIR CENTERS AGREEMENT

County of Alameda Office of Homeless Care and Coordination/Health Care for the Homeless -- Bay Area Air Quality Management District (BAAQMD) Wildfire Air Quality Response Program– Clean Air Centers Program

This Letter of Agreement (“AGREEMENT” or “SERVICE PLAN”) is made on this [REDACTED] day of [REDACTED], 2022 (EFFECTIVE DATE) between the County of Alameda on behalf of its Alameda County Health Care Services Agency, Office of Homeless Care and Coordination – Alameda Health Care for the Homeless program (“COUNTY”) and the [REDACTED] (“SUBGRANTEE”).

1. RECITALS

This SERVICE PLAN is made with reference to the following facts and objectives:

- A. The SERVICE PLAN defines the roles, responsibilities and assurances associated with the acquisition, management, and retention of AB-836 grant funded equipment-
- B. Under this SERVICE PLAN, State monies fund the acquisition of portable air cleaners and replacement filters, and it is subject to the terms of use and intentions noted in the AB-836 Clean Air Center Guide (GUIDE)

[https://www.baaqmd.gov/~media/files/strategic-incentives/clean-air-centers/clean-air-center-program-guidelines.pdf?la=en \[baaqmd.gov\]](https://www.baaqmd.gov/~media/files/strategic-incentives/clean-air-centers/clean-air-center-program-guidelines.pdf?la=en [baaqmd.gov])

2. PURPOSE

The Bay Area Air Quality Management District (BAAQMD) Wildfire Air Quality Response Program (WAQRP) is a comprehensive program intended to prepare for and respond to catastrophic wildfires and ensure health-protective measures and strategies are in place. Through this program, the BAAQMD will purchase and provide heavy-duty portable air filtration machine/s to help protect Alameda County residents experiencing homelessness from the harms of wildfire smoke that has the potential to impact outdoor air quality.

The intent of the WAQRP is to provide resources that will allow SUBGRANTEE to establish clean indoor air environments, to protect the health of vulnerable populations of people experiencing homelessness and improve indoor air quality in communities most vulnerable to wildfire smoke. In particular, this grant focuses on protecting persons experiencing homelessness and/or that reside in or adjacent to communities designated in the top 30%, as vulnerable, per Cal EnviroScreen 4.0:

<https://www.arcgis.com/home/webmap/viewer.html?webmap=b845714604c542859292f3d5613679b7&extent=-123.7961,36.577,-120.503,39.1056>

3. TERM AND TERMINATION

The term of this SERVICE PLAN shall commence on the Effective Date of this SERVICE PLAN and end the later of either 1) five (5) years from the date of the Air District’s final payment under the GRANT AGREEMENT, or 2) the last day of the Project Operational Period as specified under Attachment A of the GRANT AGREEMENT, unless this GRANT AGREEMENT is terminated or amended as provided under the GRANT AGREEMENT, or the term is extended pursuant to Special Conditions, Attachment A, of the GRANT AGREEMENT.

The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the SUBGRANTEE without cause at any time upon giving to the SUBGRANTEE prior written notice.

4. SERVICE PROVISIONS

- A. This SERVICE PLAN is intended to provide the necessary equipment to provide people experiencing homelessness with cleaner air facilities in the event of poor air quality due to a wildfire or other smoke related event. SUBGRANTEE is responsible for developing and maintaining inventory records on all equipment and providing COUNTY with copies of inventory records when requested.
- B. SUBGRANTEE shall operate facilities that provide emergency housing, congregate housing or homeless services, and/or are 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, 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.
- C. Equipment shall be used in public facilities to provide protection to shelter or program residents or persons experiencing homelessness who may seek shelter from wildfire smoke exposure and is not intended to be used exclusively to the benefit of staff or employees of that facility.
- D. SUBGRANTEE is to place and operate portable air filter machine/s in emergency shelters, congregate or homeless services facilities beginning in the 2022 wildfire season through February 2027.
- E. SUBGRANTEE agrees that equipment acquired, utilized, or obtained with this SERVICE PLAN is consistent with needs as identified by the BAAQMD's Wildfire Air Quality Response Program (WAQRP) and will be deployed in conformance with that WAQRP's intent, which is to protect public health and improve indoor air quality within communities most vulnerable to wildfire smoke. This SERVICE PLAN provides a broad framework for cooperation between the COUNTY and countywide homeless services providers to utilize air filtration units at emergency shelter and congregate homeless services facilities during a wildfire or other smoke events.
- F. This SERVICE PLAN is subject to the Clean Air Center Program Grant Agreement Between the Bay Area Air Quality Management District and County of Alameda on Behalf of Its Alameda County Health Care Services Agency – Office Of Homeless Care And Coordination (GRANT AGREEMENT).

This SERVICE PLAN has been drafted to include the requirements contained in the GRANT AGREEMENT and the GUIDE, if any. In the event of any conflict (direct or indirect) among this SERVICE PLAN, the GRANT AGREEMENT, and the GUIDE, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this SERVICE PLAN, the GRANT AGREEMENT, and the GUIDE shall be performed to the greatest extent feasible.

The GUIDE and GRANT AGREEMENT, which are incorporated into this Agreement by this reference, may be relied upon to interpret this SERVICE PLAN and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

5. EQUIPMENT OWNERSHIP

Unless otherwise agreed to, COUNTY shall be the legal owner of the equipment. The SUBGRANTEE shall not assign, mortgage, hypothecate, relinquish, or otherwise transfer its interest in or possession of the equipment without the prior written approval of COUNTY.

6. OPERATION AND MAINTENANCE OF EQUIPMENT

- A. SUBGRANTEE shall designate a liaison and provide that liaison's contact information to COUNTY. The liaison is responsible for notifying COUNTY of status and utilization of portable air filter machine/s and for submitting annual reporting to COUNTY as outlined in this SERVICE PLAN.
- B. SUBGRANTEE is solely responsible for the action and expense of operating and maintaining the equipment pursuant to manufacturer specifications.
- C. SUBGRANTEE is solely responsible for safely storing the equipment.
- D. SUBGRANTEE will train staff on how to operate and maintain portable air filter machines per manufacturer specifications.
- E. Equipment shall be labeled within the parameters of the ACHCH/OHCC asset-tag program. Property Records will be maintained by COUNTY that include a description of the property, a serial number or other identification number, the cost and condition of the property.
- F. Upon the discretion and at the guidance of COUNTY, SUBGRANTEE will deploy portable air filter machine/s for wildfire purposes to sheltering and evacuation centers and/or other congregate locations open to the public.
- G. Provide annual reports to COUNTY, due no later than JANUARY 15 yearly, through submission of an online form, for the term of the AGREEMENT, including the below information for each deployment:
 - 1. Facility name and address of the shelter/congregate services facility where portable air filter machine(s) were deployed.
 - 2. Contact information of Site Lead
 - 3. Current status and/or disposition of each portable air filter by assigned Asset Number
 - 4. Report on use of portable air filter/s
 - 5. Use of portable air filter in context of Air Quality Emergencies (wildfires).
 - 6. Use of portable air filter in facility if operating as Clean Air Centers to general public during Air Quality Emergencies
 - 7. An estimate of the number of persons who sought or took shelter in the facility during use as a clean air center.
 - 8. Whether shelter/congregate services facility had an existing heating, ventilation, and air conditioning (HVAC) system and whether the portable air filter machine(s) operated in conjunction with existing HVAC
 - 9. Report feedback on the operations and maintenance of the portable air filter machine(s).
- H. SUBGRANTEE shall, if Project Equipment is destroyed, lost, stolen, broken, or rendered useless, or inoperable, inform COUNTY (through the AHCHC/OHCC program) within 30 days; and either replace Project Equipment within 30 days (replacement equipment must be of comparable brand, model and technical and operational specifications), or provide a reimbursement check to COUNTY within 30 days in accordance with Attachment B, Section 5, of the GRANT AGREEMENT. ("Project Equipment" has the same meaning as used in the GRANT AGREEMENT.)
- I. SUBGRANTEE shall keep complete and accurate records of all equipment and the operation and maintenance of the equipment, including supporting documentation pertaining to the performance of this

SERVICE PLAN; such records shall be available and open to COUNTY, at all reasonable times for inspection, copying, and audit by any authorized representative of COUNTY and also to the Air District, California Air Resources Board ("CARB"), the CA Department of General Services, CA Department of Finance, the CA Bureau of State Audits, or their designated representative(s). SUBGRANTEE 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 SERVICE PLAN as requested. ("Project Records" have the same meaning as used in the GRANT AGREEMENT.) In addition, SUBGRANTEE shall maintain inventory and asset-tag Project Equipment and assure that they will be accessible and serviceable during wildfire or other major smoke events throughout the Project Operational Period.

- J. SUBGRANTEE must either own the property on which the Project Equipment is installed or provide evidence (e.g., lease agreement) from the property owner (and/or individual/entity with the requisite rights and permissions) allowing the SUBGRANTEE to install and operate air filtration machine/s for the duration of the Project Term. SUBGRANTEE shall be able to provide free access at a minimum during normal business hours to the public as a Clean Air Center during wildfire or other smoke events. Facilities may choose to modify the general public accessibility requirement if operated by a daycare, school or Community Based Organization serving senior citizens, children under age of 18 or providing shelter to people experiencing homelessness.
- K. SUBGRANTEE shall ensure that all locations where Project Equipment are installed or operated are secure and in compliance with all Local, State, and Federal regulations and/or requirements.
- L. Nondiscrimination: During the performance of this Agreement, the SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- M. Upon direction of COUNTY, the SUBGRANTEE may be requested to deploy Project Equipment for mutual aid to other grantees within the nine Bay Area counties (San Francisco, San Mateo, Santa Clara, Contra Costa, Solano, Sonoma, Marin, Napa). SUBGRANTEE must track the Project Equipment deployed at the request of COUNTY 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.
- N. SUBGRANTEE shall locate, construct, install, maintain, and operate any services, equipment, or infrastructure paid for with WAQRP funds, including Project Equipment, in accordance with the respective manufacturer's specifications, all applicable state, federal and local laws, and regulations.

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- O. SUBGRANTEE shall allow the Air District, and its authorized representatives, to collect and share usage information about the Project.

8. REVERSION OF EQUIPMENT

If, for any reason whatsoever, the AGREEMENT is terminated prior to the expiration of the term of the AGREEMENT then the SUBGRANTEE shall deliver the equipment to COUNTY and shall execute any document necessary to effect appropriate changes in pertinent public records within 5 business days.

9. RECORDS RETENTION

SUBGRANTEE shall establish and maintain property, programmatic and tracking systems in accordance with California Code of Regulations, Title 28.

10. USE OF EQUIPMENT

- A. Equipment shall be used by the SUBGRANTEE in the program for which it was acquired according to the terms for each grant.
- B. SUBGRANTEE, at the request of COUNTY, may also make Project Equipment available for use on other projects or programs. providing such use will not interfere with the work on the program for which it was originally acquired.
- C. When the term of the original program(s) has expired, the equipment will become the property of the SUBGRANTEE and no further documentation or reporting will be required by the BAAQMD or COUNTY.

11. ACKNOWLEDGEMENTS

SUBGRANTEE shall acknowledge BAAQMD support each time the activities funded, in whole or in part, by this Agreement are publicized by the SUBGRANTEE in any news media, press release, brochures, or other type of promotional material. The acknowledgment of BAAQMD support must state "Funded by a Grant from the Bay Area Air Quality Management District." 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 SUBGRANTEES 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

12. INDEMNIFICATION

To the fullest extent permitted by law, SUBGRANTEE shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this AGREEMENT, (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving SUBGRANTEE of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

To the fullest extent permitted by law, SUBGRANTEE shall also indemnify and hold the Bay Area Air Quality Management District ("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 or the GRANT 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 SUBGRANTEE, its officers, agents, or employees.

In the event that SUBGRANTEE or any employee, agent, or subcontractor of SUBGRANTEE providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, SUBGRANTEE shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of SUBGRANTEE or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

13. INSURANCE AND BOND

SUBGRANTEE shall at all times during the term of the SERVICE PLAN with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit B and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit B shall be considered an additional insured or loss payee if applicable. All of SUBGRANTEE's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this SERVICE PLAN. SUBGRANTEE's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. SUBGRANTEE's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

SUBGRANTEE shall at all times during the term of the SERVICE PLAN with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein.

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

SIGNATURES:

by: _____
Name: _____
Title: _____
Name of Facility: _____

by: _____
Kerry Abbott
Director, Homeless Care and Coordination
Alameda County Health Care Services Agency
County of Alameda

Date: _____

Date: _____

EXHIBIT A

CLEAN AIR CENTER PROJECT AND PORTABLE AIR CLEANER INFORMATION

1. **BAAQMD/ WAQRP Project Number:** 22CACAL00
2. **Project Grantee/Title:** County of Alameda Health Care Services Agency – Office of Homeless Care and Coordination – Alameda County Clean Air Center Project
3. **Subawardee:** _____
4. **Project Description:** Project subawardee will deploy portable air cleaners in homeless shelter/congregate service center for use during wildfire or other smoke events.
5. **Project Goal:** The goal of this project is to set up a network of homeless shelter/congregate service centers with clean air capacity to support vulnerable people during wildfire and other smoke events.
6. **Project Operational Period.** Five (5) years from date portable air cleaner/s are delivered.
7. **Portable Air Cleaners:**

Project #: 22CACAL00 Project Type: Portable Air Cleaners Facility:						
Make and Model	Total QTY	Cost	Filter Replacements (5 years)	Total QTY	Cost	Total Cost with Tax
Alen Corporation – BreatheSmart 75i (CARB Certified)	0	\$	All-in-one HEPA	0	\$0	\$0
Smarter HEPA - Smart Health Blast (CARB Certified)	0	\$	HEPA VOC	0 0	\$0	\$0

8. **Timeline and Monitoring:**

Milestones

Dates

Project Starts

Effective Date of Agreement

All funded equipment installed and placed in secure service site; start of project operational period

Within 60 days of Effective Date of Agreement

Annual Reporting on Status and Use of Portable Air Filters

Report due January 15th of every year for report on previous year use

End of Project Operational Period

5 years from date of installation

INSURANCE REQUIREMENTS

Verification of Coverage

SUBGRANTEE 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 and COUNTY reserve the right to require SUBGRANTEE 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 SUBGRANTEE 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, SUBGRANTEE 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. SUBGRANTEE 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

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 SUBGRANTEE, and to the operation of Project Equipment operated by the SUBGRANTEE.

2. Property Insurance

Project Equipment Purchase – in an amount of not less than the insurable value of SUBGRANTEE’s Project Equipment funded under the SERVICE PLAN of which this Exhibit D is a part, and covering all risks of loss, damage, or destruction of Project Equipment.

3. Workers Compensation Insurance.

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

Exhibit C

ANNUAL REPORTING REQUIREMENTS

Facilities who have received Portable Air Cleaners through the County of Alameda Office of Homeless Care and Coordination/Health Care for the Homeless -- Bay Area Air Quality Management District (BAAQMD) Wildfire Air Quality Response Program-- Clean Air Centers Program are required to submit an annual utilization and status report, by January 15 of each year until the end of the project period (year 5). Report will be for the previous calendar year, through an online form provided by OHCC/ACHCH. Annual reports will contain the following information:

1. Facility name and address of the shelter/congregate services facility where filtration machine(s) were deployed.
2. Contact information of Site Lead
3. Current status and/or disposition of each portable air filter by assigned Asset Number
4. Report on use of portable air filter/s
5. Use of portable air filter in context of Air Quality Emergencies (wildfires).
6. Use of portable air filters if facility served as Clean Air Centers to general public during Air Quality Emergencies
7. An estimate of the number of persons who sought or took shelter in the facility during use as a clean air center.
8. Whether shelter/congregate services facility had an existing heating, ventilation, and air conditioning (HVAC) system and whether the portable air filter machine(s) operated in conjunction with existing HVAC
9. Report feedback on the operations and maintenance of the portable air filter machine(s).