

**STATE OF SOUTH DAKOTA  
GRANT AGREEMENT/LETTER OF AGREEMENT  
BETWEEN**

City of Rapid City  
Rapid City Air Quality Division  
300 6<sup>th</sup> Street  
Rapid City, South Dakota 57701  
hereafter referred to as: RCAQD

South Dakota Department of Environment  
and Natural Resources  
Joe Foss Building, 523 E. Capitol Avenue  
Pierre, SD 57501  
hereafter referred to as: State

The State hereby enters into an Agreement with RCAQD

**I. RCAQD:**

- A. RCAQD services on this agreement shall commence January ~~1~~<sup>14</sup>, 2001, and end September 30, 2001.
- B. RCAQD's agrees to the following:
1. **Program administration:** The RCAQD shall prepare minutes and agendas of Air Quality Board meetings, correspondence, forms and reports; and maintain a complete filing system of the above documents. Agendas and minutes of meetings shall be submitted to the State in a timely manner. The Air Quality Board minutes and activity reports will be forwarded to the Rapid City Council, Pennington County Commission and made available to the public.
  2. **Scheduled Site Inspections for Facilities with Compliance Plans:** A baseline timetable for scheduled inspections shall be established for the grant year. Formal inspections shall be conducted on all sources with compliance plans. Formal inspection reports, follow-up inspections and complaint inspections shall be documented and filed for review during the State reviews.
  3. **Compliance Plan Reviews:** Compliance plan reviews shall be conducted according to the Pennington County Air Quality Ordinance number 12 and Rapid City Air Quality Ordinance. The reviews shall be documented and filed for the State reviews.
  4. **Construction Permits:** It is anticipated that approximately 40 construction permits will be issued by the RCAQD or will be active during the year. Each project will be monitored at least once to ensure requirements are met and on a complaint basis. Permits, inspections and enforcement actions shall be documented and filed for review during the State year reviews.
  5. **Public Information, Education, and Assistance:** The Air Quality Board and RCAQD will provide public information relative to air quality in Pennington County and Rapid City when requested. This will include making results of

RCAQD subcontractor's work available to the public, promoting pollution prevention through education and encouraging individual and corporate measures which have or would improve air quality, and continuing to respond to requests for information received from the public.

6. **Coordination of EPA/State/Local efforts:** The RCAQD will monitor new developments and any proposed changes in State and Federal regulations that would affect the local program and participate in the review process involved in such changes.
7. **Training:** The RCAQD staff will attend workshops and training sessions to stay current with new developments provided funds are available. Compliance, enforcement and technical areas are preferred. Staff shall maintain certification for Visual Emission Evaluations (EPA Method 9).
8. **Complaint Reporting:** All complaints shall be documented and filed for review by the State. All complaints shall be forwarded to the State through the Email computer system no later than 5 working days from receipt of complaint, except for extraordinary circumstances. Complaint reporting shall include the name of the complainant (if known), complainant phone number (if provided), name of the source (if known), date of complaint, a description of the complaint and the action taken on the complaint.
9. **Woodburning:** The RCAQD shall continue to evaluate woodburning impacts in relation to the PM10 and PM2.5 air pollution to the public. This will involve reviewing data collected on the PM10 and PM2.5 monitoring network in Rapid City, evaluating existing woodburning requirements in Ordinance Number 12 the Rapid City Air Quality Ordinance, and providing public awareness and education on proper woodburning. *Pennington County*
10. **Woodburning Video:** As part of the program's educational efforts to reduce PM10 pollution from woodburning devices, the RCAQD will promote the education video developed on woodburning. The video will provide educational information on the improper and proper means to burn wood, associated health risks from woodburning air pollution, and alternatives to woodburning. Included in the video package will be 15 and 30 second public announcement sound bites on woodburning issues. The RCAQD will ensure that these PSAs are given to the local media for playing during the woodburning season. The RCAQD will use the videos for presentations and make available to the general public. *and*
11. **Paved and Unpaved Parking Lots:** The RCAQD shall continue to permit, inspect and enforce the ordinance for the paved and unpaved parking lots in Rapid City. The RCAQD shall develop an emissions inventory for paved and unpaved streets, roads and parking lots in the area regulated under the Pennington County Ordinance #12 and Rapid City Air Quality Ordinance. The inventory will be developed for particulate matter (PM10). Once this data is collected, the program will analyze air quality impacts to the Rapid City area from these sources. The analysis will determine the need to:

- The need to continue the permitting of*
- a. ~~Continue permitting~~ paved parking lots;
  - b. Require unpaved parking lots or roads to be paved; or
  - c. Whether there is no significant impact from these sources to take further action.

A report on the findings will be submitted to the State. The report will be submitted to the State by December 31, 2001.

12. **Street Sanding:** The RCAQD shall inspect street sanding operations regulated under the Administrative Rules of South Dakota 74:36:17 to ensure these operations are in compliance with these rules. Any enforcement action will be referred to the State since the requirements were established under their authority.
  13. **Air Quality Alerts:** The RCAQD and Air Quality Board will assist in the development of the air quality alerts for air inversion (woodburning) and high wind dust alerts. The RCAQD shall in cooperation with the National Weather Service issue the air quality alerts in accordance with established protocol.
  14. **Budget:** The RCAQD shall comply with the audit provisions of OMB Circular A-128 per 40 CFR Part 31. The RCAQD shall submit quarterly reimbursement requests with proper documentation to the State and shall follow the budget as finalized by the Rapid City Council. The budget and reimbursement requests will identify employee salary(ies), program costs, program expenditures, revenues, soft match contribution, and local (city and county) match to federal funds. The RCAQD agrees to provide local match to the federal funds granted under this agreement in an amount no less than 30% local match to 70% federal funds. Local match amounts may be in the form of in-kind services.
- F. The City of Rapid City agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

## II. THE STATE

- A. The State will:
1. Make payment in an amount not to exceed \$70,000 for services set forth in the Performance Partnership grant agreement upon proper documentation of performance and the match requirements as set forth in Part I, E, 14;
  2. Provide technical assistance as requested;
  3. Take enforcement action, as necessary, on state facilities and street sanding operations once these actions are referred to the State from the RCAQD;

4. Attend bimonthly meetings of the Air Quality Board and serve as an ex-official member to the RCAQD; and
  5. Conduct audits of the RCAQD. These audits may be in the form of an end of the year audit or may be conducted in the form of monitoring the program during the bimonthly meetings.
- B. Will the State pay RCAQD expenses as a separate item outside of the items listed in this contract? No
- C. TOTAL CONTRACT AMOUNT **\$100,000** (federal 105 funds not to exceed \$70,000, all 105 funds require a minimum 30% local match).

### III. OTHER PROVISIONS:

- A. AMENDMENT PROVISION: This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.
- B. TERMINATION PROVISION: This contract may be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.
- C. INSURANCE PROVISION: Does the state agency require an insurance provision? **NO** If YES, does the RCAQD agree, at its sole cost and expense, to maintain adequate general liability, worker's compensation, professional liability and automobile liability insurance during the period of this Agreement?
- D. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State, nor does it give rise to a claim against the State.
- E. ADA PROVISION: RCAQD agrees to provide services in compliance with the Americans with Disabilities Act of 1990.
- F. MBE/WBE PROVISION: RCAQD agrees to provide the State with their MBE/WBE status as well as the MBE/WBE status and agreement amount of all sub-contractees/sub-grantees.
- G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: RCAQD certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

### IV. In witness hereto the parties signify their agreement by signatures affixed below:

\_\_\_\_\_  
Fred Carl, Chairman (Date)  
Air Quality Board

\_\_\_\_\_  
Steven M. Pimer, (Date)  
Secretary, SD DENR

City of Rapid City

\_\_\_\_\_  
Jim Shaw, Mayor of Rapid City

\_\_\_\_\_  
Attest: James Preston, Finance Officer

By signing above, I certify that RCAQD is a (check all that apply):

\_\_\_\_ Minority Business Enterprise

\_\_\_\_ Woman Business Enterprise

- State Agency Coding (MSA Center) \_\_\_\_\_
- State Agency MSA company from which contract is to be paid \_\_\_\_\_
- Object/subobject MSA Account to which voucher(s) will be coded \_\_\_\_\_
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Tim Rogers (605-773-7171).

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**I. RCAQD:**

- A. RCAQD services on this agreement shall commence January 1, 2001, and end September 30, 2001.
- B. Is the Contractor A full-time or part-time employee of the State? No
- C. Will the consultant use State equipment, supplies and facilities? Yes, These items will not be included in this contract. The State will provide these items to perform the work as needed.
- D. RCAQD's agrees to the following:
1. **Provide Assistance with State Monitoring Network:** The RCAQD will assist the State with the ambient air monitoring network. These duties may include, but are not limited too: maintenance of monitors, auditing monitors, calibrating monitors, extraction of data from monitors, analysis of data collected, and submission of data and reports on data analysis to the State.
  2. **Public Access to Ambient Air Data:** Any ambient air monitoring data extracted from the monitors, with the exception of continuous monitoring data used for air quality alerts, will not be released to the public until the data has been reviewed for quality assurance and quality control by the State.
- C. The City of Rapid City agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

**II. THE STATE**

- A. The State will:

*City of RC?*  
*who is Consultant?*

1. Make payment in an amount not to exceed \$13,315.25 for services identified in the attached work plan. This is based upon \$25.73 per hour, ten hours a week, and 52 weeks per year;
2. Payments will be submitted on a quarterly basis with the quarterly reimbursement for the Rapid City Air Quality Program contract based upon the number of hours worked during that specific quarter;
3. Provide technical assistance and training as requested and needed;

B. Will the State pay RCAQD expenses as a separate item? Yes

The only allowable expense is for postage. The State will make payment for postage to ship samples 1<sup>st</sup> Class to the State. The postage costs must be itemized on the vouchers showing the number of filter shipments made to the state.

C. TOTAL CONTRACT AMOUNT **\$13,315.25** (federal 105 funds not to exceed 70% (\$9,320.68), all 105 funds require a minimum 30% (\$3,994.58) State match). The 30% match will be paid by the State since the services rendered are being conducted for the State.

### III. OTHER PROVISIONS:

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- B. TERMINATION PROVISION: This contract may be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.
- C. INSURANCE PROVISION: Does the state agency require an insurance provision? **NO**  
If YES, does the RCAQD agree, at its sole cost and expense, to maintain adequate general liability, worker's compensation, professional liability and automobile liability insurance during the period of this Agreement?
- D. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State, nor does it give rise to a claim against the State.
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**IV. In witness hereto the parties signify their agreement by signatures affixed below:**

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 Steven M. Pirner, (Date)  
 Secretary, SD DENR

City of Rapid City

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 Jim Shaw, Mayor of Rapid City

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- State Agency Coding (MSA Center) \_\_\_\_\_
- State Agency MSA company from which contract is to be paid \_\_\_\_\_
- Object/subobject MSA Account to which voucher(s) will be coded \_\_\_\_\_
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Tim Rogers (605-773-7171).



## **Work Plan for Contractual Services (Ambient Air Monitoring) with the City of Rapid City**

This work plan outlines the work duties for the contract between the State (South Dakota Department of Environment and Natural Resources) and the City of Rapid City (Rapid City Air Quality Division). This work plan is designed for .25 FTE for air quality monitoring duties. The work duties may be amended according to amendment requirements in the contract.

1. Download air quality monitoring data from continuous monitors via modems Autopole for the following sites:
  - Robbinsdale Monitoring Station - Rapid City
  - Fire Monitoring Station - Rapid City
  - Black Hawk Monitoring Station - Rapid City
  - Hilltop Monitoring Station - Sioux Falls
2. On a weekly basis, format data into requested format and export data files into master file for the following pollutants from the monitoring stations listed above:
  - Particulate Matter less than 10 microns (PM10)
  - Particulate Matter less than 2.5 microns (PM2.5)
  - Ozone
  - Sulfur Dioxide (SO<sub>2</sub>)
  - Nitrogen Oxides (NO<sub>x</sub>)
  - Meteorological Data (MET)
3. On a weekly basis, review monitoring data for anomalies such as high daily readings, exceedances of the daily standard or malfunctions of the monitor. Document anomaly, identify and document meteorological conditions, and report findings to the State as soon as the anomaly is identified.
4. On a monthly basis, email or submit data electronically to State (Pierre) in the requested format.
5. Backup monitoring data on a CD disk or hard disk.
6. Operate and audit NO<sub>x</sub>, SO<sub>2</sub>, and Ozone air quality continuous monitors.

These tasks will be expected only following training provided by the State.

Any air quality monitoring data collected by the Rapid City Air Quality Division identified in this Work Plan may be made public only by the State. The only exception to this is the use of PM10 continuous data that will be used to identify air quality alerts. The Rapid City Air Quality Program can use this data to post concentration levels for the public during alerts, but for no other purposes until the data has been reviewed by the State.