



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

PLANNING DEPARTMENT

300 Sixth Street

Teresa Whitney, Air Quality Specialist
Air Quality Division
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MEMORANDUM

TO: Legal and Finance Committee

FROM: Teresa Whitney, Air Quality Specialist

DATE: September 2, 2003

RE: Contracts with the Department of Environment and Natural Resources for the Air Quality Program

Staff is requesting authorization for the Mayor and Finance Officer to sign two contracts with the Department of Environment and Natural Resources for the Air Quality Program.

The first contract is for "Data Management" for the Department of Environment and Natural Resources. Twenty-five percent of the hours worked by staff are directly reimbursed by the Department of Environment and Natural Resources.

The second contract covers the remaining hours worked by staff and the program expenses for the "Pass Through Agreement" in which seventy percent is reimbursed by the Environmental Protection Agency. This reimbursement is passed through the Department of Environment and Natural Resources.

The Air Quality Board will be reviewing these contracts at the September 8, 2003 meeting. Staff will inform the Legal and Finance Committee of the Air Quality Board's recommendation when this item is considered on September 10, 2003.

Recommendation: Authorization for the Mayor and Finance Officer to sign the enclosed contracts with the Department of Environment and Natural Resources.



EQUAL HOUSING
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

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

City of Rapid City
Rapid City Air Quality Division
300 6th 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

RCAQD Contact: Teresa Whitney 605-394-4120

The State hereby enters into an Agreement with Rapid City Air Quality Division (RCAQD) for air quality "**Data Management**".

I. RCAQD:

- A. RCAQD services on this agreement shall commence October 1, 2003, and end September 30, 2004.
- 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 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.
- E. 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 City of Rapid City 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 \$16,000.00 for services identified in the attached work plan. The payment amount is based upon ten hours per week;
 - 2. Payments will be processed on a quarterly basis following the receipt of a signed and dated billing of cost from the Rapid City Air Quality Division 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? No
- C. TOTAL CONTRACT AMOUNT **\$16,000.00**.

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:

Robert F. Riggio, Chairman (Date)
Air Quality Board

Steven M. Pirner (Date)
Secretary, South Dakota DENR

Jim Shaw, Mayor (Date)
City of Rapid City

Attest: James Preston, Finance Officer (Date)
City of Rapid City

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

_____ 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:

Brad Schultz (605-773-6038).

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. 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)
2. On a weekly basis, review monitoring data for anomalies such as high hourly reading, 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.
3. On a Monthly basis submit data electronically to State (Pierre) in the requested format.
4. Backup monitoring data on a CD disk or hard disk.

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 PM 10 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.

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

City of Rapid City
Rapid City Air Quality Division
300 6th 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**

RCAQD Contact: Teresa Whitney 605-394-4120

The State hereby enters into an Agreement with Rapid City Air Quality Division (RCAQD) for a **“Pass Through Agreement”**.

I. RCAQD:

- A. RCAQD services on this agreement shall commence October 1, 2003 and end September 30, 2004.
- B. RCAQD 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 provided to the Air Quality Board representatives for the Rapid City Council, Pennington County Commission and made available to the public in the office and through the program's website.
 - 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 for those operations regulated by the RCAQD. The reviews shall be documented and filed for the State reviews.
 - 4. **Construction Permits:** Construction permits will be issued by the RCAQD for those operations regulated by the RCAQD. 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 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 promoting pollution prevention through education and encouraging individual and corporate measures that have or would improve air quality, and continuing to respond to requests for information received from the public. The RCAQD will establish and maintain an air quality website to provide access to air quality permit applications and public information on the air quality of the city and county.
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 PM10 impacts in relation to the PM10 and PM2.5 air pollution. This will involve reviewing data collected on the PM10 and PM2.5 monitoring network in Rapid City, evaluating existing woodburning requirements in Pennington County Ordinance Number 12 and the Rapid City Air Quality Ordinance, and providing public awareness and education on proper woodburning on the programs website site.
10. **Woodburning Public Service Announcements:** As part of the program's educational efforts to reduce PM10 pollution from woodburning devices, the RCAQD will promote the 15 and 30 second public service announcement sound bites on woodburning issues. The RCAQD will ensure that these public service announcements are given to the local media for playing during the woodburning season.
11. **Paved and Unpaved Parking Lots:** The RCAQD shall continue to permit, inspect and enforce the ordinance for the paved, unpaved parking, and/or storage lots in areas regulated by RCAQD. The RCAQD shall develop and maintain an emissions inventory for paved and unpaved streets, roads, and parking and storage lots in the area regulated under the Pennington County Ordinance Number 12 and the Rapid City Air Quality Ordinance. The inventory will be developed for particulate matter (PM10). The RCAQD shall expand the fugitive dust emissions inventory to include all fugitive dust source categories in the Rapid City area as resources

allow. The State will use the emissions inventory to analyze the Rapid City area and determine which fugitive sources have the greatest impact on the area. The emissions inventory shall be submitted to the State as each fugitive source category is completed.

12. **Street Sanding:** The RCAQD shall inspect street sanding operations regulated under the Administrative Rules of South Dakota 74:36:17 and regulated by RCAQD to ensure these operations are in compliance with these rules. Any street sanding operations that are not complying with the rules will be reported to the State.
13. **Air Quality Alerts:** The RCAQD and Air Quality Board will continue to assist the State in the implementation of the air quality alerts for air inversion (woodburning) and high wind dust alerts. The RCAQD shall in cooperation with the State and when necessary 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.
15. **Annual Report:** The RCAQD shall submit an annual report to the State detailing the work completed in Item I, B, (1 to 12) during the contract year. The annual report is due 60 days after the end of the contract period.

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 City of Rapid City to be responsible for or defend against claims or damages arising solely from acts or omission of the State, its officers or employees.

II. THE STATE

A. The State will:

1. Make payment in an amount not to exceed \$60,000 federal Section 105 Air Pollution Control funding 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, B, 13;
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

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.
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Air Quality Board

Steven M. Pirner Date
Secretary, South Dakota DENR

City of Rapid City

Jim Shaw, Mayor (Date)
City of Rapid City

Attest: James Preston, Finance Officer (Date)
City of Rapid City

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

_____ 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:

Brad Schultz (605-773-6038).