

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 24ESDAQBCPAUL-0002**

Between

**IOWA DEPARTMENT OF NATURAL RESOURCES
And
POLK COUNTY, Iowa**

EXECUTION OF THE STATE OF IOWA AIR POLLUTION CONTROL IMPLEMENTATION PLAN

This Contract was approved by the Environmental Protection Commission on June 20, 2023.

IN WITNESS THEREOF, the parties hereto have executed this Contract on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Kayla Lyon, Director

POLK COUNTY

By: Tom Houck Date: 6/13/23
Chairperson, Board of Supervisors

This Contract shall not begin until it has been (1) signed by both parties or (2) the Contract start date has occurred, whichever is later.

For DNR use only:

1. Retain a copy of the executed Contract, and all applicable Contract documents, in the project file.
2. Email a copy of the executed Contract to Jenny.Miller@dnr.iowa.gov (please place the Contract # in the subject line).

SPECIAL CONDITIONS

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and Polk County (Local Program). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building; 502 East 9th Street; Des Moines, Iowa 50319. The responsible DNR program area for the management of this Contract and DNR duties is: Iowa DNR Air Quality Bureau; 502 East 9th Street, Des Moines, Iowa 50319.

Polk County, Iowa, is a governmental subdivision organized and existing under the laws of the State of Iowa. The Local Program's address: 5885 NE 14th Street; Des Moines, Iowa 50313. The Polk County – Air Quality Division is responsible for meeting the requirements of this Contract.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight of the Contract, as follows:

DNR Project Manager: Christine Paulson, Environmental Specialist Senior
Iowa DNR – Air Quality Bureau
502 East 9th Street
Des Moines, IA 50319
Phone: 515-725-9510
Email: Christine.Paulson@dnr.iowa.gov

Local Project Manager: Jeremy Becker, Air Quality Manager
Polk County Public Works - Air Quality Division
5885 NE 14th Street
Des Moines, IA 50313
Phone: 515-286-2263
Email: jeremy.becker@polkcountyiowa.gov

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. This Contract is considered a joint or co-operative undertaking within the meaning of Iowa Code section 28E.1. DNR enters into this Contract based on statutory authority provided in Iowa Code section 455B.145. The parties shall comply with the provisions as follows:

1. In accordance with Iowa Code section 28E.8, this Contract shall be filed, by DNR Project Manager, with the Iowa Secretary of State's Office.
2. The Contract has also been approved, in accordance with Iowa Code section 28E.12, by the governing body of Polk County and the Environmental Protection Commission. The Local Program shall retain for a minimum of five (5) years, any documentation related to the governing board's approval. The document(s) shall be made available to DNR and the state auditor upon request.
3. No new legal or administrative entity is created by this Contract.

2.2 DNR Authority. Nothing in this Contract or its Attachments shall be construed to limit the power of the Director to issue state permits and to take any other actions consistent with Iowa Code, chapter 455B, Division II, or rules established under this Division which the Director deems necessary for the continued proper administration of the air pollution programs within the jurisdiction of the local air pollution program.

2.3 Purpose. The parties have entered into this Contract to ensure that the Local Program meets the conditions necessary to retain the Local Program as specified in Iowa Code § 455B.145 and 567 Iowa Administrative Code (IAC) Chapter 27 and to specify the extent and manner of cooperation between the two agencies in conducting programs for the abatement, control, and prevention of air pollution within Polk County.

1. Particular emphasis shall be placed on the collection and assessment of information regarding air quality, the permitting of sources of air emissions, the enforcement of emission limits, and the attainment and maintenance of ambient air quality standards.
 - a. Duties as outlined under 5B - Construction Permitting Provisions;
 - b. Duties as outlined under 5C – Title V Permitting Provisions;

- c. Duties as outlined under 5D – Compliance and Inspection Provisions; and
 - d. Duties as outlined under 5E – Ambient Air Monitoring Provisions.
2. DNR grants to the Local Program concurrent authority to implement and enforce federal NSPS, NESHAP and MACT standards, provided that the Local Program has demonstrated and continues to demonstrate that the Local Program has incorporated into its local ordinances an equivalent program adopted pursuant to Iowa Code section 455B.145. However, enforcement of the NSPS, NESHAP and MACT regulations in the State of Iowa shall be primarily the responsibility of DNR. The Local Program shall perform:
- a. Duties as outlined under 5B - Construction Permitting Provisions, as they relate to minor and major (non-PSD) source activities; and
 - b. Duties as outlined under 5D – Compliance and Inspection Provisions, as they relate to minor and major (non-PSD) source activities.
3. The Local Program has been given authority by DNR to review Title V Operating applications and to prepare draft permits on a provisional basis only. Subsequent Contracts between the parties may not include provisions regarding Title V work to be done by the Local Program.
- a. The Local Program’s authority to review Title V applications and prepare draft permits during the term of this Contract may be discontinued without cause upon written notification by DNR. DNR may in its sole discretion choose to process individual Title V applications which otherwise would be handled by the Local Program under the requirements of this Contract. The Local Program shall conduct, pursuant to this section:
 - 1) Duties as outlined under 5C – Title V Permitting Provisions; and
 - 2) Duties as outlined under 5D – Compliance and Inspection Provisions, as they relate to enforcement of Title V.
4. In the event of a breach by the Local Program of a term or condition of this Contract, said breach shall be considered by DNR in determining the effect of the breach on the remaining terms or a condition of this Contract and the Certificate of Acceptance.

Section 3 DURATION OF CONTRACT

3.1 Term of Contract. The term of this Contract shall be July 1, 2023, through June 30, 2024, with the exception of the specific reports named in this document that are due on or before July 31, 2024, unless terminated earlier in accordance with the Termination section of this Contract. The Local Program shall commence performance after this contract has been signed, but not prior to July 1, 2023.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is greater than \$25,000 (twenty five thousand dollars), then performance shall not commence unless by July 1, 2023, this Contract has been approved by the Environmental Protection Commission.

Section 4 DEFINITIONS

4.1 “Deliverables” shall mean services to be provided by, or on behalf of, the Local Program pursuant to this Contract. Deliverables shall include the tasks set out in this Contract and everything produced by the Local Program that is related to the tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the deliverables.

4.2 “Task Milestone Date” shall mean any of the dates contained in the Contract stating the deadline for accomplishing tasks required by this Contract.

4.3 “Electronic Media” shall mean communication by electronic means including, but not limited to, electronic versions of documents such as word documents, scanned documents, spreadsheets and electronic mail (email). Except as otherwise specified in the Contract, all references to “written” or “in writing” shall be considered to include and allow the use of electronic media.

Section 5 STATEMENT OF WORK

5.1 The responsibilities of the Local Program shall be to perform the following Tasks identified in subpart 5A through 5E. Unless written approval is granted in advance by DNR, the Local Program shall use the resources granted by this Contract only to conduct the projects and activities specifically required or specifically allowed by this Contract. The Local Program shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5 and Appendix A.

5A GENERAL PROVISIONS

5A.1 Personnel. All of the work and services required shall be performed by the Local Program and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

1. Personnel Commitment. The Local Program represents that it has or will acquire, and shall maintain throughout the term of this Contract employment of, all personnel required for the performance of the work specified under this Contract and 567 IAC 27.4(1) "c". Staffing requirements are specified in Table 1 below.

Table 1: Staffing Requirements

Position	FTE	AAM*
Air Quality Division Manager	1.00	0.02
Air Permit Engineer	3.00	0.13
Air Quality Specialist	3.00	2.06
Air Quality Compliance Technician	2.00	0.94
Air Quality Administrative Support Staff	1.00	0.08
Total FTE	10	3.23
*Ambient air monitoring FTE activities as estimated in the 2024 personnel plan		

Knowledge, skills, and ability requirements for Local Program staff are identified below.

- a. Visible Emissions Observers.** The Local Program shall have at least two (2) staff members certified in visible emissions observation as specified in 567 IAC Chapter 29.
- b. Dispersion Modeling Personnel.** The Local Program shall have at least one (1) staff member trained in conducting air dispersion modeling. Personnel with modeling responsibilities shall demonstrate during DNR audits and in construction permit review documentation, an adequate knowledge of:
 - 1) Current Environmental Protection Agency (EPA) and DNR procedures, policies, and guidance related to dispersion modeling;
 - 2) Techniques and methods used to perform or review air dispersion modeling analyses;
 - 3) Air dispersion model output data and its use in determining compliance with the applicable ambient air quality standards; and
 - 4) Strategies and control measures necessary to mitigate modeled exceedances of the applicable air quality standards.
- c. Inspection and Stack Test Personnel.** Inspection and stack test personnel shall:
 - 1) Maintain state visible emissions observation certification as specified in 567 IAC Chapter 29;
 - 2) Demonstrate an adequate understanding of the principles, practices, laws, procedures and control methods during joint inspections and through inspection documentation; and
 - 3) Demonstrate an adequate understanding of the principles of and methods employed, as specified in 567 IAC Chapter 25, in:
 - a) Stack testing for the purpose of observing stack tests, and
 - b) Continuous emission monitoring for the purpose of monitor certification.
- d. Monitoring Personnel.** Monitoring personnel shall demonstrate, during EPA and DNR audits and in monitoring program documentation, an adequate knowledge of, and ability to perform:
 - 1) Monitoring operations;
 - 2) Quality control and quality assurance methods; and
 - 3) Standard operating procedures.
- e) Air Permit Review Personnel.** Permit review personnel shall:
 - 1) Demonstrate an adequate understanding of the principles, practices, laws, procedures and control methods applicable to the determination of permit completeness, review of permit applications and the issuance of permits, particularly as they apply to the determination of:
 - a) Applicability of Prevention of Significant Deterioration (PSD) "synthetic minor" review;
 - b) Applicability of New Source Performance Standards (NSPS);
 - c) Applicability of Clean Air Act (CAA) Title V (Operating Permits); and
 - d) Applicability of CAA Title I and, including but not limited to CAA section 112 (Hazardous Air Pollutants).
 - 2) Demonstrate an understanding of stack testing methods and application, and the review of stack test results.

3) Personnel holding the position of Engineer shall have credentials including graduation from an accredited college or university with a Bachelor's Degree or an advanced degree (such as a Masters in Science or a Ph.D.) in Environmental, Sanitary, Civil, Chemical, Nuclear, Mechanical, Industrial, Agricultural, Biomedical, or Public Health Engineering; OR Licensure as a Professional Engineer by the Iowa Board of Engineering Examiners. However, staff currently holding an Engineer position prior July 1, 2022, shall be considered to be grandfathered into this position.

2. **Key Personnel.** Jeremy Becker (Air Quality Manager) is designated as "Key Personnel" for this Contract. Individuals specified in the Contract as "Key Personnel" are considered essential to the work and services to be performed under the Contract. If for any reason substitution of a specified individual becomes necessary, the Local Program shall provide immediate written notification to DNR. The Local Program shall provide the name and qualifications of the replacement individual in accordance with 5A.1(5).

3. **Training.** All permit writing, enforcement, and ambient monitoring personnel shall maintain familiarity with applicable air quality permitting, inspection, and monitoring procedures, techniques, and technologies by routinely attending pertinent EPA, DNR, or other public or private training classes.

4. **Personnel Reports.**

a. **Program Activity FTE Summary.** The Local Program shall submit quarterly, as required in Section 6.3(2), a program activity summary. The summary shall be submitted electronically in the form provided by DNR and shall specify how staff time was utilized, in full-time equivalent (FTEs) percentages.

b. **Training Summary.** The Local Program shall submit an annual training summary, as required by Section 6.3(4). The training summary shall include dates, the name of training provider and training sponsor, the location, and the names of staff who attended.

5. **Personnel Changes.** The Local Program may make personnel changes during this Contract, provided the total FTE requirements indicated in Table 1 are maintained and the provisions regarding key personnel contained in section 5A.1(2) are followed.

a. **Current Staff.** The Local Program shall submit to DNR, no later than ten (10) working days from the effective date of a personnel change a report containing the following information:

- 1) The name, position before and after the changes, the pay and benefit amounts, and the effective date of the changes; and
- 2) Identification of work products being affected by the change and how and when the work products will be completed.

b. **New Personnel.** For new hires, including temporary hires that will be paid using funds awarded under this Contract, the Local Program shall submit, no later than ten (10) working days from the start date of the new hire, a report to DNR containing the following information:

- 1) The new staff member's name, position title, payment and benefit amounts, and identification of work products and program activities that the new staff member will be handling;
- 2) A new employee background summary, including name of the employee and a description of their education and experience; and
- 3) A special training schedule to be used for training the new employee.

5A.2 **Fiscal Reporting.** Using the invoice form provided by DNR, the Local Program shall report expenditures quarterly, as required in Section 7.5 of this Contract. At a minimum, the expenditure reports shall contain the line items identified in Section 7.1. The Local Program may incorporate additional sub items as are reflected in their actual accounting practices with written approval by DNR.

5A.3 **Planning for SFY 2025.**

1. **Budget and Fees.** By January 15, 2024, the Local Program shall submit to the DNR a proposed budget in the format specified by the DNR for the period of July 1, 2024, through June 30, 2025. The Local Program may submit the proposed budget at a later date if discussed with DNR in advance and agreed to in writing by both parties.

a. If requested by DNR, the Local Program shall include a written justification for the proposed budget items.

b. The Local Program may use the current Contract's Statement of Work, as provided in Section 5, and shall use line items, as provided in Section 7.1, to assist in establishing the draft budget. Any additional responsibilities or fees that the Local Program proposes to add the Contract shall be accompanied by a written justification for the proposed budget item.

c. As part of the budget development process, the Local Program shall convene fee advisory group meetings, subject to board of supervisor approval, and shall conduct at least one major source stakeholder meeting and at least one minor source stakeholder meeting for the purpose of reviewing the draft budget and calculated estimates of fees, and for receiving recommendations regarding establishing or adjusting fees. Alternatively, the Local Program may hold a fee advisory group meeting that includes both major source and minor source stakeholders. The Local Program shall notify DNR in writing and in advance of each advisory group meeting.

2. Personnel Plan. By January 15, 2024, the Local Program shall submit to DNR a personnel plan for the period of July 1, 2024, through June 30, 2025. The Local Program may submit the personnel plan at a later date if discussed with DNR in advance and agreed to in writing by both parties. This plan shall take into account the documentation of the current utilization of staff time, as reported to DNR pursuant to the requirements of section 5A.1(4), *Personnel Reports* and as categorized in Table 1, and shall propose and explain any changes to the current utilization.

3. Draft Contract Review. By March 31, 2024, the Local Program shall submit to DNR any proposed comments or changes from the draft SFY 2024 Contract that DNR has provided for review, including any deletions, revisions, and additions to the draft Contract (with tracked changes) for the period July 1, 2024, through June 30, 2025. The Local Program may submit comments and proposed changes from the current contract in a different format and at a later date if discussed with DNR in advance and agreed to in writing by both parties. The Local Program shall provide justification for any proposed changes from the current Contract.

4. Final Contract Review. By April 30, 2024, the Local Program shall submit to DNR any comments to the final draft SFY 2025 Contract that DNR has provided for review for the period July 1, 2024, through June 30, 2025. The Local Program may submit comments on the final draft Contract in a different format and at a later date if discussed with DNR in advance agreed to in writing by both parties.

5A.4 Information Technology. The Local Program shall continue to maintain a website to disseminate information regarding the air program.

1. The Local Program website shall be reviewed, at a minimum on a quarterly basis. The Local Program shall update the website as needed, or as directed by DNR.

a. The Local Program shall ensure that its website includes real-time ambient air monitoring data consistent with the requirements established in Section 5E.1(5).

b. Updates that are beyond normal maintenance, upkeep, or correction of deficiencies shall be reviewed by DNR prior to establishing a "release of work" to a subcontractor.

2. The Local Program may subcontract, in accordance with General Conditions Section 17, with a third party as needed for the maintenance, development, or upgrading of the Polk County Air Quality Section website.

5A.5 Legal Authority. The Local Program shall confer with DNR at least annually on the need, content and timing of revisions and updates to Chapter V of the Polk County Rules and Regulations to ensure the Polk County rules are no less stringent than federal and state statutes and rules, including NSPS and NESHAP regulations. This shall include discussion of ramifications of Senate File 558 (2023). If the Local Program or DNR determines that revisions or updates to Chapter V are necessary, the Local Program shall initiate revisions and updates to Chapter V on a schedule as agreed upon by the parties. "Initiate" shall be defined in this article as having submitted to DNR the proposed draft rule changes for review and comment.

1. Rule Updates. The Local Program shall update Chapter V of Polk County Rules and Regulations to be no less stringent than federal and state statutes and rules, including NSPS and NESHAP regulations. The Local Program shall provide:

a. A thirty-day public comment period and public hearing, as required by 40 CFR 51.102, to allow for federal approval of the rule amendments. The thirty-day comment period must occur prior to any final action by the Polk County Board of Supervisors taken pursuant to the provisions of Iowa Code section 331.305;

b. Public notice by publishing the notice in a local newspaper;

c. To DNR, prior to final action by the Polk County Board of Supervisors, a compilation of public comments and the County's response to all comments to any interested party; and

d. To DNR, a copy of the final rule amendments following final action by the Polk County Board of Supervisors.

5A.6 Minority and Women Business Enterprise (MBE/WBE). The Local Program shall submit, via electronic media, an MBE/WBE report to DNR, annually pursuant to Section 6.3(2) of this Contract, on the current Standard Form 5700-52A.

For instances where there is no information to submit, the Local Program shall correspond via electronic media to the DNR Project Manager that there are no items to report.

5A.7 Intergovernmental Cooperation

1. EPA Grants. The Local Program shall submit such information as DNR may require for demonstration of compliance with EPA grant requirements.

2. Annual Meetings. Commencing with beginning date of this Contract, the Local Program and DNR shall meet at least annually to discuss:

- a. Progress toward the development and implementation of a comprehensive statewide air quality program, and national and state air quality priorities and issues;
- b. Progress made by the Local Program during the performance of this Contract; and
- c. Budget and personnel planning for next fiscal year.

As agreed upon by the parties, additional or fewer meetings may occur. Representatives of each agency shall be present at each meeting. Meetings may be postponed or canceled by mutual agreement of the parties.

3. SIP Assistance. The Local Program also shall provide such other assistance as DNR may request in order to implement the State of Iowa Air Pollution Implementation Plan (SIP).

4. Emission Inventory and Operating Permit Application Procedures. The Local Program shall adopt the inventory and application forms and data entry formats employed by DNR.

5. Iowa EASY Air/SLEIS Accessibility. The Local Program shall work with DNR to determine accessibility, logistics, training, and security measures that need to be evaluated to ensure that the Local Program is able to complete work using Iowa EASY Air and SLEIS programs.

6. Project Collaboration. As agreed upon between the parties, the Local Program also shall provide, within Local Program budget and staffing limitations, such other assistance and participation as DNR may request for collaboration and development of public workshops, educational materials and projects that will be beneficial to both parties.

7. Emissions Data. The Local Program shall, within the staffing and funding limitations specified in this Contract, conduct emissions inventory audits as identified by DNR to ensure accurate and appropriate emission estimates are provided by air pollution sources.

8. Fee Advisory Groups. The Local Program shall attend scheduled meetings of DNR's air quality fee advisory groups.

9. Implementation of Iowa EASY Air

- a. The Local Program shall assist the DNR and DNR's consultant, enfoTech & Consulting, Inc., as requested by DNR with testing and implementation of the Iowa EASY Air system.
- b. The Local Program shall use Iowa EASY Air to review and process Title V initial and renewal applications. Applications submitted on paper shall be entered by the Local Program into Iowa EASY Air within 30 calendar days of receipt. On a case-by-case basis, DNR may approve applicant submittal or an alternative schedule for completion of entering the application into Iowa EASY Air.
- c. The Local Program shall use Iowa EASY Air to assign work tasks and track time spent on processing Title V applications using procedures as provided by the DNR.

5A.8 DNR Responsibilities. The responsibilities of DNR shall be to perform the following tasks.

1. Review of Rules. DNR shall review proposed changes to the rules, policies, and procedures of the Local Program for consistency with the Iowa Code and Iowa Administrative Code.

2. Program Audit. Biennially, DNR shall audit the Local Program to assess compliance with the Contract, and specifically with Section 5— Statement of Work, to identify aspects of the program that either party should improve. DNR shall provide a draft written report of the audit to the Local Program within thirty (30) days of the audit (or at a later date as agreed to by both parties). DNR shall provide the final written report of the audit to the Local Program within ninety (90) days of the audit. DNR shall submit information on significant changes to program requirements and staffing as a result of DNR's audit of the Local Program within ninety (90) days of the audit.

3. Contract Planning for SFY 2025. DNR shall, with Local Program assistance, determine if a meeting between DNR and the Local Program should occur prior to or after January 15, 2024 to discuss priorities and responsibilities being considered for the SFY 2025 Contract.

- a. **Draft Contract.** By March 15, 2024, DNR shall submit to the Local Program the draft SFY 2025 Contract for the period of July 1, 2024, through June 30, 2025. A later submittal date and format is permissible if discussed in

advance and agreed to in writing by both parties. DNR shall provide written justification for any changes to the Contract.

b. Final Draft Contract. By April 15, 2024, DNR shall submit to the Local Program the final draft SFY 2025 Contract for the period of July 1, 2024 through June 30, 2025. A later submittal date is permissible if discussed in advance and agreed to in writing by both parties.

c. Contract Negotiations. Annually, if requested by the Local Program or DNR, the two parties shall meet to discuss final changes to the Contract.

4. Intergovernmental Cooperation

a. To assure uniform adoption and implementation of emissions inventory and operating permit application procedures, DNR shall provide the Local Program with inventory and application forms and data entry formats employed by DNR.

b. Project Collaboration. DNR may, as DNR's budget allows, provide assistance and participation in the collaboration and development of public workshops, educational materials, and projects that will be beneficial to both parties.

c. State Implementation Plan (SIP) Submittal. DNR shall submit to EPA any SIP amendments for Local Program administrative rules and SIPs in relation to NAAQS exceedances.

d. Program Changes. In addition to the assistance and cooperation noted regarding specific issues above, DNR shall make every effort to keep the Local Program informed of state and federal developments that may affect the program.

e. Fee Advisory Groups. DNR may participate in fee advisory groups convened by the Local Program.

5B CONSTRUCTION PERMITTING PROVISIONS

5B.1 Construction Permit Activities

1. Source Review. The Local Program shall review all proposed new emission units and modifications to existing sources of air pollution.

2. Permit Issuance. Local Program issuance of construction and operating permits for all new or altered equipment capable of emitting air contaminants into the atmosphere shall be consistent with 567 IAC Chapter 22 and applicable to all state and federal laws.

3. Draft Permit Review. Prior to issuance, the Local Program shall submit to DNR for concurrence a copy of each draft construction permit, if the draft or related determinations have not been previously reviewed by DNR, containing or using the criteria listed below in the proposed final determination.

a. Criteria requiring DNR concurrence:

- 1) NESHAP, MACT or NSPS requirements at greenfield sites except for tanks, generators, natural gas only boilers, or paint booths at minor sources;
- 2) Limits to avoid PSD major source review (synthetic minors);
- 3) Netting conducted under Step 2 of the NSR applicability analysis;
- 4) Routine maintenance or replacement (RMRR) decisions;
- 5) Capable of accommodating or demand growth emission exclusion decisions;
- 6) BAE to PAE calculations resulting in a reasonable possibility as defined in 567 IAC 33.3(18)"f"(8); and
- 7) Major source reclassification decisions under CAAA §112.

b. Draft construction permits submitted to DNR shall include:

- 1) All draft permits proposed to be issued;
- 2) A copy of the application; and
- 3) A copy of the evaluation written by the Local Program supporting the proposed action including: a project description, emissions calculations, applicability determinations, and any supporting documentation.

4. Permit Transfer. The Local Program shall provide to DNR for review and issuance, any construction permit applications for any new or major modifications¹ of existing PSD major facilities within Polk County; and any projects that trigger review under the provisions of Section 112(g) of the CAA. The Local Program shall:

a. Transfer the construction permit application materials to DNR; and

¹ Major modification means any physical change in or change in the method of operation of a major stationary source that would result in a significant net emissions increase of any regulated pollutant.

- b. Request the facility to complete DNR forms for submittal of an application
- 5. **Referrals.** Construction permit applications for any proposed new major PSD air pollution source or for any major modifications at any existing major PSD source shall be referred to DNR for review and permit issuance.
- 6. **Permit Coordination.** For construction permit applications received by the Local Program that include both PSD and non-PSD permitting components, the Local Program shall:
 - a. **Provide PSD Permit Application Materials to DNR.** Provide, in accordance with 5B.1(4), the PSD materials to DNR for review and issuance;
 - b. **Provide Copies of Non-PSD Permit Application Materials to DNR.** Send a copy of the non-PSD portion of the application to DNR;
 - c. **Request Additional Non-PSD Information, as Necessary.** If, while processing an application with both PSD and non-PSD permitting components, either DNR or Local Program determines that additional information is necessary to evaluate the non-PSD portion of the application, the Local Program shall request from the applicant, in writing, such information and set a reasonable deadline for a response;
 - d. **Consult with DNR Regarding Non-PSD Regulatory Determinations.** If, while processing an application with both PSD and non-PSD permitting components, either DNR or the Local Program determines that a regulatory determination is necessary to evaluate the non-PSD portion of the application, the Local Program shall consult with DNR prior to finalizing the determination;
 - e. **Participate in DNR Pre-Application PSD Meetings.** The Local Program shall participate in the pre-application meeting for PSD projects conducted by DNR; and
 - f. **Coordinate Permit Issuance with DNR.** The Local Program shall not issue construction permits for the non-PSD portions of the application until DNR has issued permits for the PSD portion.

5B.2 Permit/Modeling Procedures. The Local Program shall utilize the procedures described in the latest version of DNR Construction Permit Manual, check-sheets and forms (or approved equivalents), and EPA guidelines. For modeling, the Local Program shall, at a minimum, utilize the procedures described in the latest version of DNR's "Air Dispersion Modeling Guidelines for Non-PSD, Pre-Construction Permit Applications" and the "Air Dispersion Modeling Checklist for Non-PSD Construction Permit Applications".

5B.3 Reporting Requirements. In addition to any applicable reporting requirements contained in Section 6, the Local Program shall submit to DNR, via electronic media, semi-annual Excel reports containing construction permitting information and updates that shall include the following information:

1. Source name;
2. Source location;
3. ICIS ID number;
4. Emission unit description;
5. Emission point identification;
6. Date application received;
7. Date permit issued;
8. Major pollutants emitted;
9. Type of permit issued (i.e. new, modification, as-built, synthetic minor); and
10. Primary standard industrial classification codes.

5B.4 DNR Responsibilities. DNR shall perform the following tasks related to construction permitting.

1. **Construction Permit Materials.** DNR shall inform the Local Program of all updates or attachments to permitting materials, including but not limited to the Construction Permit Manual during their development and transmit copies of these to the Local Program as soon as they are finalized.
2. **Permitting Assistance.**
 - a. **Construction Permit Review.** DNR may review draft permits containing NESHAPs (including MACT) or NSPS requirements, or requiring limitations to avoid PSD major source review (synthetic minors), for the purpose of concurrence with or objection to the Local Program's recommendations. Within three (3) weeks of Local Program submission to DNR pursuant to section 5B.1(3), DNR shall review and submit findings, or DNR shall, within five (5) days of receipt, provide written notification to the Local Program that DNR waives the opportunity for review.
 - b. **PSD Permit Review.** DNR shall review applications and issue construction permits for:
 - 1) Major modifications to existing major PSD facilities; and
 - 2) New major PSD facilities.

- c. 112(g) Permits.** DNR shall review complete application packages and issue CAA section 112(g) permits for facilities in Polk County.
 - d. Copies.** DNR shall convey to the Local Program copies of applications submitted to DNR, for the modification of permits issued for sources in the Local Program's jurisdiction.
 - e. Additional Permitting Assistance.** Upon request, DNR shall provide technical assistance for review of permit applications other than PSD permits issued for major modifications to existing major PSD facilities, PSD permits issued to new major PSD facilities, or CAA section 112(g) permits.
- 3. Permit Coordination.** For construction permit applications received that include both PSD and non-PSD permitting components, DNR shall:
- a. PSD Permit Issuance.** In accordance with 5B.4(2)(b) review applications and issue PSD permits;
 - b. Review Copies of Non-PSD Permit Application Materials Provided by the Local Programs.** Review the non-PSD portion of the application submitted by the Local Program;
 - c. Review Additional Non-PSD Information, as Necessary.** If, while processing an application with both PSD and non-PSD permitting components, DNR determines that additional information is necessary to evaluate the PSD portion of the application, DNR shall request from the applicant, in writing, such information and shall set a reasonable deadline for a response;
 - d. Invite the Local Program to Participate in DNR Pre-Application PSD Meetings.** DNR shall conduct a pre-application meeting for PSD projects and shall invite the Local Program to participate; and
 - e. Coordinate Permit Issuance with the Local Program.** DNR shall notify the Local Program once a final PSD permit has been issued so that the Local Program may issue the construction permits for the non-PSD portions of the application.
- 4. Modeling Assistance.** Upon request from the Local Program, DNR shall perform quality assurance reviews of the Local Program's dispersion modeling analyses (analyses conducted by the Local Program and the Local Program's evaluations of modeling analyses submitted to them). DNR shall forward comments of such reviews back to the Local Program within the time period agreed upon by the Local Program and DNR.

5C TITLE V PERMITTING PROVISIONS

5C.1 Title V Permit Activities. The Local Program shall review all permit applications, process the permit applications and prepare draft permits in compliance with the rules contained in 567 IAC Chapter 22. The Local Program shall use the DNR "Billable Hours for Title V Permit Application Processing" guidance to determine billable and non-billable activities.

1. Performance Expectation. The Local Program shall issue a minimum of four (4) initial or renewal Title V Operating Permits, annually. Consistent with the allocation of effort for this activity listed in Table 4, "Programmatic Budget," deviation from this minimum performance expectation, such as to address priority DNR projects or due to compliance issues at a facility, may be negotiated with the written agreement of both parties. The Local Program shall notify DNR of any barriers to permit issuance as soon as they are identified. The Local Program may also review and issue modifications to Title V Operating Permits, if needed.

2. Schedule. No later than May 15, 2024, the Local Program shall submit to DNR, via electronic media, a proposed schedule that identifies what Title V Operating Permits the Local Program intends to draft for issuance during the period of July 1, 2024 through June 30, 2025. The schedule shall include, but is not limited to:

- a) Facility Name;
- b) Title V Permit Number;
- c) Type of Permit (renewal or initial);
- d) EIQ number;
- e) IDNR Facility number;
- f) AIRS number; and
- g) Months since Issued Date.

Any changes to the proposed schedule shall be submitted in writing to DNR within thirty (30) days of revision.

5C.2 Application Review

1. Permit Application Completeness.

The Local Program shall, within 60 days of application receipt or notification by DNR, make a completeness determination on the application and issue to the applicant a notice of whether the application is complete.

2. Application Processing. The Local Program shall process permit applications in accordance with requirements set out in 567 IAC Chapter 22 and as specified in this Contract.

a. Additional Information. If, while processing an application that has been determined to be complete, the Local Program determines that additional information is necessary to evaluate the application, the Local Program shall request from the source, in writing, such information and set a reasonable deadline for a response.

b. Decision to Deny a Permit Application. If the Local Program judges that a permit application should be denied, the Local Program shall notify DNR as soon as possible. The notification to DNR shall include a summary of the basis of the decision and a copy of all information relevant to the decision including a chronology of any requests for additional information and other relevant correspondence with the source.

5C.3 Permit Drafting Procedures. The Local Program shall complete technical review and prepare draft permits in accordance with 567 IAC 22.108 and in such a manner that all permit conditions are enforceable as a practical matter. The Local Program shall comply with the provisions for drafting permits as specified in the DNR Title V Review Manual, the DNR Title V Permit Review Check Sheet, and the DNR Completeness Review Checklist.

1. Fact Sheet. The Local Program shall prepare a fact sheet and provide the fact sheet to any other person who requests it. The Local Program shall use the fact sheet template provided by the DNR.

2. Permit Review by DNR. The Local Program shall provide DNR with the draft permit and fact sheet prior to facility review. Once the draft permit has been reviewed and any objections have been resolved, then the draft permit shall be provided to the facility for review.

a. Conveyance of Proposed Permit to DNR. The Local Program shall convey all draft permits to DNR by electronic media:

1) Copy of the draft permit and fact sheet in *Microsoft Word*.

2) All correspondence (in *Microsoft Word*) generated by the Local Program with regard to the permit, including but not limited to completeness review/results, and requests made by the Local Program for additional information and the response.

3. Facility Review. The Local Program shall provide the facility no more than 30 days to review the draft permit prior to the start of the public comment period.

5C.4 Public Notice Intent to Issue. Before recommending to DNR any of the following actions: issuance, denial or renewal of a permit; or significant modification or revocation or re-issuance of a permit, the Local Program shall provide public notice of intent to issue a permit. All documents prepared to be posted on the DNR website for public notice shall be ADA-compliant as prescribed in the DNR Title V Review Manual.

1. Permit review by EPA. The Local Program shall ensure that EPA R7 has access to a copy of the draft permit in Iowa EASY Air at the start of the public comment period. If EPA submits written objections within 45 days of EPA receipt of the draft permit, the Local Program shall formulate a draft written response to EPA. The Local Program's draft written response to EPA shall be submitted to DNR no later than 45 days from receipt of EPA's objections if the objection has not been resolved.

2. Public Notice and Public Participation. The Local Program shall provide public notice and an opportunity for public comments, including an opportunity for a hearing. The Local Program shall use the public notice template provided by DNR.

a. Mailing List. The Local Program shall establish and maintain a mailing list for the distribution of public notices. The Local Program shall include DNR and EPA Region VII (R7) on the mailing list.

b. Publication and Availability of Notice. Notice shall be given by posting of the notice, draft fact sheet, and draft permit on a publicly available website identified by DNR and in Iowa EASY Air. Notice also shall be given to persons on a mailing list developed by the Local Program, including those who request in writing to be on the list. If necessary, the Local Program may use other means to ensure adequate notice to the affected public.

c. Public Comment Period. At least 30 days shall be provided for public comment. Notice of any public hearing shall be given at least 30 days in advance of the hearing. The Local Program shall document the start and stop of the public comment period by printing documentation on when the comment materials are posted for public viewing.

d. Public Hearing. A public hearing may be held at the public's request or at the Local Program or DNR's discretion. The Local Program shall hold a public hearing upon finding, on the basis of requests, or based on a significant degree of relevant public interest in a draft permit.

e. Response to Comments. The Local Program shall keep a record of the persons commenting, the comments and of the issues raised during the public participation process and shall prepare written responses to all comments

received. The Local Program shall not make the written responses or subsequent changes to the draft permit public until the time that DNR reviews the written responses or subsequent changes and makes a final decision on the permit.

5C.5 Final Permit Issuance. The Local Program shall convey to DNR all final proposed permits for issuance. The final permit posted on the DNR website shall be ADA-compliant as prescribed in the DNR Title V Review Manual.

- 1. Changes to the Draft Permit.** Subsequent to fulfilling all requirements for public notice, hearings and review by EPA, the Local Program shall revise the draft permit in response to comments made during the comment period if the Local Program determines that modifications to the draft permit are warranted.
- 2. Conveyance of Proposed Final Permit to DNR.** By electronic media, the Local Program shall convey to DNR the following for all proposed final permits:
 - a. The proposed final permits in *Microsoft Word*.
 - b. A PDF copy of the permit application from Iowa EASY Air, which includes all application attachments and is formatted for uploading to Open Text per the procedure in the DNR Title V Review Manual.
 - c. A PDF copy of the final permit package formatted for uploading to Open Text per the procedure in the DNR Title V Review Manual, which includes:
 - 1) The signed, final permit
 - 2) Permit Writer's Notes
 - 3) Public Notice
 - 4) Fact Sheet
 - 5) All correspondence generated by the Local Program with regard to the permit, including but not limited to:
 - a) Completeness review and results;
 - b) Requests made by the Local Program for additional information and the response;
 - c) Copy of all written and transcribed oral comments made during the comment period, including comments made by EPA; and
 - d) The Local Program's response to written and oral comments made during the comment period by the public or by EPA; and
 - 6) Potential-to-emit spreadsheets
 - d. Within five (5) days of DNR issuance of the final permit, the Local Program shall post the final permit and Permit Writer's Notes in Iowa EASY Air in PDF format on the "Issuance Task."
- 3. Conveyance of Final Permit.** By electronic media, the Local Program shall convey to EPA R7, within 30 days of DNR issuance, the following for all final permits:
 - a. A copy of the final permit(s) in *Microsoft Word*;
 - b. All correspondence related to the changes; and
 - c. A copy of all written and transcribed oral comments made during the public comment period, and the Local Program's response to written and oral comments made during the comment period.

5C.6 Title V Permit Renewals. The Local Program shall renew Title V permits using the same procedural requirements that apply to initial permit issuance, including those for public participation and review by EPA R7.

5C.7 Reopening Issued Title V Permits. Proceedings to reopen and reissue a Title V permit shall follow the procedures applicable to initial permit issuance and shall affect only those parts of the permit for which cause to reopen exists. The Local Program shall reopen permits under the circumstances listed in 567 IAC 22.114(1) "a-e."

- 1. Public Notice.** The Local Program shall issue a notice of intent to the Title V source at least 30 days in advance of the date the permit is to be reopened, or as established under the authority defined in 567 IAC 22.114(3).
- 2. Proposed Determination.** Within 75 days of receipt of a notice from the administrator that cause exists to reopen a permit, the Local Program shall forward to DNR a proposed determination of termination, modification, revocation, or re-issuance of the permit, as appropriate. The submission to DNR shall include all elements as required for initial final draft permit submittal.

5C.8 Permit Changes. The Local Program shall process any permit changes to valid Title V permits according to 567 IAC Chapter 22.

5C.9 Reporting Requirements. In addition to any applicable requirements in Section 6, the Local Program shall submit to DNR, via electronic media, a quarterly status report of Title V Operating Permits being drafted for issuance by the Local Program for the period of July 1, 2023 through June 30, 2024. The status report shall include, but is not limited to:

1. Facility Name;
2. Title V Permit Number;
3. Type of Permit (renewal or initial);
4. EIQ number;
5. Name of Staff Member working on the permit;
6. Stage of Review (may include, but not limited to: facility follow-up/information gathering, facility review, DNR review, public notice; or submitted to DNR for issuance) and date to be completed;
7. Identification of any problems/obstacles with the permit; and
8. Identification of being able to meet the issuance requirements identified in Section 5C.1(1).

5C.10 DNR Responsibilities. DNR shall perform the following tasks related to Title V operating permits.

1. **Issuance Schedule Comments.** DNR shall review and make initial comments on proposed issuance schedule submitted by the Local Program within seven (7) working days of receipt.
2. DNR shall review draft Title V operating permits and provide response within three (3) weeks of submittal by the Local Program.
3. DNR shall sign and issue Title V operating permits to Polk County facilities.
4. DNR shall provide the Local Program with a signed cover page for the final permit after the permit has been issued.

5D COMPLIANCE AND INSPECTION PROVISIONS

5D.1 Compliance Activities. The Local Program has the primary responsibility for conducting the air pollution control program within Polk County. Consistent with the provisions of Iowa Code section 455B.145, nothing in these rules shall be construed to limit the power of the director to issue state permits and to take other actions consistent with Iowa Code chapter 455B, Division II, that the director deems necessary for the continued proper administration of the air pollution programs within the jurisdiction of the local air pollution program. Nothing in this Contract, however, shall constitute (or be construed to constitute) a valid defense by regulated parties in violation of any local, state or federal statute, regulation or permit.

1. **Compliance Status.** The Local Program shall routinely track, evaluate, and document the compliance status of major, synthetic minor, and minor sources (facilities) within Polk County.
2. **Violations.** The Local Program shall identify violations and initiate appropriate and timely enforcement actions as follows:

a. High Priority Violations. The Local Program shall determine if the violation should be classified as a High Priority Violation (HPV), as outlined in the August 25, 2014, EPA policy, The Timely and Appropriate (T&A) Enforcement Response to High Priority Violations. If the violation meets the qualification of an HPV, the Local Program shall issue a notice of violation (NOV) within sixty (60) days of designating a violation as an HPV. The Local Program shall address the violation in compliance with the requirements of the EPA policy in a manner that ensures resolution of the violation within 270 days after this designation is made.

b. Other Violations. If the violation does not meet the criteria for an HPV, the Local Program shall compile documentation within thirty (30) days of the date the violation was discovered and shall issue an NOV or other correspondence within sixty (60) days of discovering the violation.

c. The Local Program shall address all violations (including HPVs) by taking at least one or more of the following actions:

- 1) Issuance of an NOV or other correspondence containing an outline of corrective action(s) which, if accomplished, will achieve compliance with the applicable provisions of the Polk County Rules; or
- 2) Issuance of a compliance schedule or an emission reduction program; or
- 3) Issuance of a fine (or other financial penalty as appropriate); or
- 4) Issuance of a unilateral or consent order with or without a fine (or other financial penalty as appropriate); or
- 5) Referral to the County Attorney, Board of Supervisors, DNR, or EPA.

d. The Local Program shall copy DNR on all NOVs or other correspondence for sources as described in Section 5D.5(2)(a)-(g), all follow-up correspondences, all demands for payment, fine issuances, order issuances, and referrals to the County Attorney.

3. Compliance Schedules. Compliance schedules for major, synthetic minor, and minor facilities within Polk County shall be conveyed to DNR via electronic media.

4. Noncompliance Penalties. As part of unilateral or consent orders, the Local Program shall inform the source of noncompliance penalties contained in Section 120 of the CAA and Iowa Code § 455B.131-.149.

5. State Enforcement. DNR shall handle the enforcement for PSD and Title V applicability issues unless it is mutually agreed upon that the Local Program will handle the enforcement. DNR shall handle all of the enforcement for payment of Title V initial or renewal application fees and emission inventory fees. In all cases where compliance with DNR issued permits cannot be achieved in a timely and appropriate manner through enforcement of Local Program restrictions, the Local Program shall forward all documentation to DNR for state enforcement action.

a. Construction or PSD Permits Issued by DNR. For Construction or PSD permits issued by DNR for sources within Polk County, the Local Program shall assume ongoing source inspection responsibilities. DNR shall retain concurrent enforcement jurisdiction, as specified above in section 5D.1 and in Iowa Code section 455B.145.

b. Title V Permits. For Title V permits issued by DNR for facilities within Polk County, the Local Program shall assume ongoing facility inspections, compliance, and evaluation responsibilities.

5D.2 Stack Tests. DNR and the Local Program shall jointly conduct a minimum of one (1) stack test observation and evaluation during the period of performance. The joint observation shall include review of the facility's testing protocol, attendance at any pre-test meeting, observation of the stack test, and review of the testing results. DNR and the Local Program will mutually agree upon which stack test will be jointly observed and evaluated.

5D.3 Inspections

1. Schedule. The Local Program shall, at a minimum, conduct inspections according to the plan submitted to EPA under EPA's Clean Air Act Stationary Source Compliance Monitoring Strategy, October 4, 2016, and the following:

- a. Complaints/"Problem" facilities take priority over inspection;
- b. Compliance assistance visits shall be scheduled by the Local Program with the affected facility. Inspections shall be conducted in an unannounced manner except in cases where facility key personnel are unavailable or the facility is not operating and a return visit is needed to conduct the inspection;
- c. The Local Program shall be observant of facilities that are not inspected or have unpermitted sources; and
- d. As Local Program resources allow, the following shall be completed:
 - 1) NESHAP Facilities (required to comply with standards identified in 567 IAC 23.1(3) and (4)) and Area Source NESHAP facilities shall receive a compliance assistance visit², upon initial identification, to ensure new and existing facilities are aware of the promulgated NESHAPs and their responsibilities under such standards;
 - 2) Portable Sources shall be inspected annually;
 - 3) New Minors shall receive a compliance assistance visit to ensure they are aware of air quality regulations; and
 - 4) Existing Minors shall be inspected following issuance of new construction permit or conditional operating permit.

2. Joint Inspections. At a minimum, two (2) compliance inspections of facilities (2 major source) within the Local Program's jurisdiction shall be conducted jointly by staff of DNR and the Local Program during the Contract's time of performance. The facilities to be inspected shall be mutually agreed upon by the Local Program and DNR's Field Office #5. Prior to the joint inspection, the Local Program shall submit or make available to Field Office #5 the following: copies of the applicable permits, the previous inspection report, and other pertinent data upon request. In addition, within 30 days following the joint inspection, the Local Program shall submit to Field Office #5 a copy of the completed field sheet and if applicable, the NOV or other correspondence.

5D.4 Variances. The Local Program, may issue a variance³ for sources within Polk County in accordance with Article XIV of Chapter V of the Polk County Board of Health Rules and Regulations.

1. Burn Permits The Local Program must, at a minimum, copy DNR on all burn permits that would constitute a variance from state rules.

2. Training Fires. Prior to issuance of a training fire permit, the Local Program shall inform the training agency of the requirements to submit an Asbestos NESHAP notification to DNR, as required by 567 IAC Paragraph 23.2(3) "g." This can be done by stating the requirement to submit a notification to DNR and by providing the name and number of the state asbestos NESHAP contact on each training fire permit issued. The Local Program shall copy DNR, at the time of issuance, on all training fire permits issued.

² A compliance assistance visit is a tool to disseminate information about what the facility needs to do to come into or remain in compliance.

³ Each open burning permit issued for items other than those exempted by 567 IAC Subrule 23.2(3) shall constitute a variance.

5D.5 Compliance Data Reporting.

1. Compliance Monitoring Strategy (CMS) Flags. No later than September 1, 2023, the Local Program shall send to DNR the CMS plan that identifies facilities intended to be inspected during Federal Fiscal Year (FFY) 2024. Any changes to the CMS plan, which would include the adding or the removal of flags, shall be submitted to DNR within thirty (30) days of revision.

2. Integrated Compliance Information System (ICIS) Reporting. Compliance and enforcement information concerning federally reportable sources located within Polk County shall be updated by the Local Program in ICIS, no later than 15 days following the reported month. Updates and transfer of information shall meet the Minimum Data Requirements (MDRs) and codes specified in the most recent version existing on the first day of each month that the report is required of EPA's MDRs for CAA Stationary Sources Compliance. Monthly updated information may include, but is not limited to:

- a. Major facilities;
- b. Synthetic Minor facilities (SM80);
- c. Other facilities identified within the CMS Evaluation Plan;
- d. Any facility with a formal enforcement action;
- e. Any facility with an active HPV; and
- f. Any facility with a Federally Reportable Violation (FRV).

The Local Program via electronic media shall submit a copy of the summary of facility actions to DNR, on a quarterly basis (in accordance with Section 6.3(2)).

3. Quarterly Reports. In addition to any applicable reporting requirements contained in Section 6, the Local Program shall submit to DNR, quarterly reports (per Section 6.3(2)) for compliance actions, inspections and variances for minor, major, and non-point sources. The report shall contain the following information:

- a. Name of facility;
- b. Facility address;
- c. Type of compliance action (if applicable);
- d. Reason for compliance action, inspection or granting variance;
- e. HPV designation (if applicable);
- f. Rule citation; and
- g. Local Program contact.

5D.6 Emissions Data. The Local Program shall observe emission tests or require emissions testing as provided for in the Polk County Rules. Any emission test performed within Polk County as a determination of compliance for existing sources shall be consistent with federal reference methods. The results of such tests conducted at Major and SM80 facilities shall be reported to EPA through ICIS.

1. Records. The Local Program shall retain reports of excess emissions for all principle emission points at major, synthetic minor, and minor facilities in accordance with 567 IAC Chapter 24.

5D.7 DNR Responsibilities. DNR shall perform the following tasks related to compliance and enforcement.

1. DNR Involvement. Except for DNR issued permits, DNR shall limit its involvement in compliance activities to Local Program audits as well as review and comment on proposed compliance schedules unless the Local Program specifically requests DNR involvement DNR determines that the Local Program's enforcement action is inappropriate or untimely, or emergency conditions (as prescribed in Iowa Code 455B.139) exist.

a. Enforcement Actions. DNR may initiate enforcement actions where specific Local Program actions regarding a specific individual set of circumstances are determined by DNR to not be timely or appropriate. DNR shall provide a written position with regard to the enforcement action and allow the Local Program a reasonable opportunity to act prior to initiating any DNR enforcement actions, except as provided below in items "b" and "c".

b. Emergencies. DNR shall notify the Local Program at the earliest possible time upon any determination of an emergency pursuant to Iowa Code 455B.139. As soon as the situation allows, DNR shall initiate discussions with the Local Program for the purpose of transferring mitigation efforts to the Local Program.

c. Enforcement by DNR. In cases where compliance with DNR issued permits is not achieved in a timely and appropriate manner through enforcement of Local Program restrictions, DNR shall initiate enforcement action to ensure compliance with DNR-issued permits.

2. Local Program Compliance Schedules. DNR shall recognize compliance schedules required by the Local Program in accordance with Chapter V of the Polk County Rules in lieu of granting a variance and approval of an emission reduction program by DNR under 567 IAC Chapter 21 for any source within the jurisdiction of the Local Program.

- a. **Compliance Schedule Comments.** DNR shall review and make initial comments on proposed compliance schedules submitted by the Local Program within seven (7) working days. DNR shall provide written comments to the Local Program within twenty (20) days.
3. **Review of ICIS Inputs.** DNR will routinely review ICIS inputs (as well as other compliance and enforcement information available to DNR through audit activities and other sources) to determine if the Local Program is taking timely and appropriate action in response to noted violations.
4. **Inspections.** During the Contract period, DNR shall conduct two (2) compliance inspections in conjunction with the Local Program. DNR shall review joint compliance inspection reports and will submit written critiques of jointly conducted inspections to the Local Program within two (2) weeks of receipt of the inspection report.
5. **Stack Tests.** DNR shall coordinate with the Local Program in scheduling and conducting a minimum of one (1) joint stack test observation and evaluation per year. DNR shall review the testing protocol, the testing results reports and will submit written critiques of the joint stack test observation to the Local Program within 30 days of receipt of the test results.
6. **Variations.** DNR shall accept variations granted in the manner described in Section 5D.4. DNR shall notify the Local Program of any SIP requirements that may be impacted by the issuance of a variance.
7. **Emission Data**
 - a. **Assessment of Reports.** DNR shall, upon request by the Local Program, assist in the assessment of any emissions testing reports submitted by emissions testing firms within the Local Program's jurisdiction and serve as expert witnesses in the field for emissions testing, should the need arise.
 - b. **CEM.** Upon request, DNR shall provide technical assistance to the Local Program in evaluating continuous emission monitoring systems (CEM) and will aid in establishing review procedures consistent with those used by DNR.

5E AMBIENT AIR MONITORING PROVISIONS

5E.1 Monitoring Network

1. **Existing Network.** The Local Program shall operate the monitoring network indicated in Table 2. Sampling frequencies are as indicated in Table 2.
 - a. **Unscheduled Network Modifications.** Upon request of DNR, the Local Program shall add or remove monitoring sites. Changes shall be negotiated and agreed upon in writing between DNR's monitoring contact and the Local Program.
2. **Equipment Procurement.** The Local Program shall coordinate equipment purchases with DNR in order to maintain the existing network and accomplish network modifications.
 - a. **Final Equipment List.** By July 1, 2023, the Local Program shall submit a list of equipment it intends to purchase with funds as identified in the Section 7.1, Ambient Monitoring Activities. The items on this list shall be mutually agreed upon (as per Section 5E.3/4a and b) by DNR and the Local Program.
 - b. **Revision of Equipment List.** Changes to the final equipment list shall be negotiated and agreed upon in writing between DNR's monitoring contact and the Local Program.
3. **Vendor Training.** The Local Program shall coordinate vendor training with the DNR in order to allow for the training of its staff, and, where possible, allow for the participation of the State Hygienic Laboratory, the Linn County Local Program and the DNR. By July 1, 2023, the Local Program shall indicate the type of vendor training it intends to purchase with funds as identified in the Section 7.1 budget, Ambient Monitoring Activities. The training shall be agreed upon in writing by DNR and the Polk County Air Quality Division Manager or designee. Changes to the type of vendor training shall be negotiated and agreed upon in writing between DNR and the Polk County Air Quality Division Manager or designee.
4. **Monitoring Sites.** The Local Program's monitoring network shall meet or exceed the minimum specification set indicated in Appendices D and E of 40 CFR 58.
5. **Daily Polling.** The Local Program shall poll its continuous monitors each day and issue immediate reports to DNR as described in Section 5E.5(1). The Local Program shall archive short term data from all continuous monitors in order to validate the associated hourly averages.
6. **Real-time Monitoring.** The Local Program shall post all continuous ambient monitoring data (including collocated monitoring data) to EPA's AIRNOW website. In addition, the Local Program shall post all continuous ambient data to the Local Program's website, along with up to date Air Quality Index reports. The Local Program shall update its real-time monitoring QAPP and SOPs to ensure that all real-time monitoring data is complete and accurate.

7. High Concentration Reports. The Local Program shall designate an individual on its staff to be on standby status with remote paging capability during off hours in order to respond to high level reports generated by ESC data loggers at its continuous monitoring sites. When these levels indicate a likely exceedance of ambient health thresholds, the staff member shall evaluate the validity of the data. If the data is determined to be suspect or invalid, the staff member shall suspend real time posting of the data. If the data is determined to be valid, then the staff member shall supply notifications of high concentrations as indicated in the Local Program QAPP.

Table 2: Existing Air Monitoring Network as of July 1, 2023

AQS ID	Site	Parameter	Sampling Frequency
191530030	Des Moines, Polk Co. Health Dept. Building at 19th & Carpenter	PM ₁₀ (FRM) – Primary	Every 3 rd Day
		PM ₁₀ (FRM) – Secondary	Every 6 th Day
		PM _{2.5} (FRM) – Primary	Every Day
		PM _{2.5} (FRM) – Secondary	Every 6 th Day
		PM _{2.5} (BAM, FEM) – Primary	Continuous
		PM _{2.5} (BAM, FEM) – Secondary	Continuous
		Purple Air Monitor – Primary	Continuous
		Purple Air Monitor – Secondary	Continuous
		MET (including temperature and humidity)	Continuous
		Ozone – Primary (daily auto check)	Continuous
		Ozone – Secondary (daily auto check)	Continuous
		NO _x – (daily auto check)	Continuous
		Toxics (carbonyl cartridges)	Every 6 th Day Inside Ozone Season, and Every 12 th Day Outside Ozone Season
191531579	Sheldahl (Polk Co.)	Ozone – Primary (daily auto check)	Continuous
		Ozone – Secondary (daily auto check)	Continuous
		MET	Continuous
191535885	Des Moines Public Works	PM _{2.5} (FRM)	Every 3 rd Day
		PM _{2.5} (BAM, FEM)	Continuous
		Purple Air Monitor – Primary	Continuous
		Purple Air Monitor – Secondary	Continuous

Table 3: Monitoring Network Modifications

Change	Description	Date Due
None	No changes in the Network are planned during the 2024 Contract period	

5E.2 Quality Assurance

1. Quality System. The Local Program shall develop and implement an EPA Quality System to assure the quality of its air monitoring activities. The Quality System developed by the Local Program shall be completely autonomous from that of DNR. For autonomy, the Local Program has the responsibility for developing procedures and oversight sufficient to demonstrate that the environmental data generated meets the requirements of EPA and DNR. The Local Program Quality System shall include:

- a. Development and implementation of a Quality Management Plan (QMP) according to EPA guidance document QA/R-2;
- b. Development and implementation of Quality Assurance Project Plans (QAPPs) consistent with EPA guidance document QA/R-5; and
- c. Development and implementation of Standard Operating Procedures (SOPs) for operation of air monitoring equipment, data handling, and other repetitive procedures consistent with QA/G-6. The QAPP/SOP shall be modified as indicated in the QMP/QAPPs to remain current with EPA requirements outlined in 40 CFR Part 58, the current edition of EPA’s Quality Assurance Handbook for Air Pollution Measurement Systems (“the Redbook”), and applicable EPA guidance. The Local Program shall designate members of its Air Monitoring Staff as QAPP/SOP reviewers. As part of the annual network review, the final SOPs shall be approved by the designated Quality Assurance Manager (QAM) or

Air Quality Manager (AQM). A complete set of QMP/QAPPs/SOPs for all air monitoring activities shall be submitted to DNR and EPA by electronic media (e.g. PDF format) as a component of the annual review of air monitoring activities. In addition to the annual submittal of QMP and QAPP documents, the EPA Air Monitoring QAPP Review checklist and EPA QMP Review checklist shall be updated and included.

2. Revision of Quality Assurance Documents. Substantive revisions of the Local Program's QMP/QAPPs/SOPs require approval of DNR and EPA. Except as otherwise indicated within this Contract, QAPP/SOP revisions shall be submitted to EPA/DNR within forty (40) working days following:

- a. Promulgation of new monitoring rules or procedures by EPA; or
- b. Written notification of a deficiency in procedures by EPA/DNR.

QAPPs/SOPs for new equipment shall be submitted to EPA/DNR in accordance with deadlines established in Contract Section 5E.6 Special Projects. The Local Program shall not initiate data collection without an associated QAPP/SOP.

3. Prevention of Significant Deterioration Ambient Monitoring Sites. Within 30 days of DNR's written request the Local Program shall review and provide written comments on the standard operating procedures and quality assurance plans, associated with the PSD ambient monitoring projects within the Local Program's jurisdiction. DNR may request Local Programs to perform (quarterly) site audits of facility-run PSD ambient monitoring sites at specified PSD facilities. These site audits are to be performed in accordance with Appendix A of 40 CFR Pt. 58. Within two (2) weeks following the site audit, the Local Program shall provide, in writing, the audit results and any recommendations for corrective actions to both DNR and the field staff operating the PSD site(s). To ensure that the data gathered at PSD monitoring sites meets EPA acceptance criteria for completeness, precision and accuracy, and to establish format compatibility with EPA's Air Quality System (AQS) database, the Local Program shall provide quality assurance reviews on ambient monitoring data generated by facility-run PSD monitoring sites, as specified by DNR. The number of PSD monitoring sites shall be limited to no more than four (4) sites per year.

4. External Audits. The Local Program shall participate in EPA's National Performance Audit Program (NPAP), performance evaluation program (PEP) for PM_{2.5} monitoring, and EPA technical systems audits (TSA's). In addition, the Local Program shall participate in quality assurance systems audits conducted by the State Hygienic Laboratory (SHL). The Local Program shall respond promptly to address deficiencies identified in these audits.

5. Annual Network/Quality Assurance Review. By March 15, 2024, the Local Program shall complete and submit to DNR an annual network/quality assurance review for calendar year 2023 in order to demonstrate that its quality system is sufficiently developed, and its monitors are appropriately sited and adequate in number to meet EPA's minimum requirements. In addition, the Local Program shall review its AQS/PARS data and site/monitor parameters in the AQS database for errors during calendar year 2023 and generate graphical and statistical summaries of the data. The Local Program shall evaluate the data relative to EPA acceptance criteria for data completeness, precision and accuracy. On the basis of this review, the Local Program shall submit its annual SLAMs certification letter. The Annual Network/Quality Assurance review shall contain the following components and the review shall be submitted to DNR by electronic media. Any emails shall contain in the subject line a specific reference to the applicable Appendix A obligation.

- a. A complete, current set of Quality assurance documentation (QMP/QAPPs/SOPs and QMP/QAPP checklists);
- b. AQS/PARS raw data listings generated from the AQS system [AQS QA Raw Assessment Report (AMP 251), AQS Raw Data (AMP 350)] for all monitors operated by the Local Program during calendar year 2023;
- c. Graphs of concentration vs. time (and concentration vs. wind direction where applicable) for all monitors operated by the Local Program during calendar year 2023;
- d. Complete, current network review checklists to document conformance with 40 CFR Part 58 Appendix E requirements. If new sites/monitors are proposed by the Local Program, the Local Program shall submit a rationale for each new site/monitor along with a siting checklist verifying conformance with 40 CFR Part 58 Appendix E. If sites/monitors are proposed for removal by the Local Program, the Local Program shall submit its rationale for removal. All network modifications requested by the Local Program must conform to 40 CFR Part 58 Appendix B;
- e. An annual quality assurance report following the example contained in Volume II, Appendix I, of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems (rev January 2017);
- f. An annual State and Local Air Monitoring Stations (SLAMS) report consisting of an AMP 600 and 450NC along with a letter certifying the accuracy of the report based on a review of all materials contained in the annual review; and
- g. A report from the quality assurance manager indicating the results of an audit comparing the procedures actually used by the field staff to operate and maintain air monitoring equipment with the written standard operating procedures for the equipment. In the event that discrepancies exist between the actual and written procedures, the

report shall detail these discrepancies, establish the validity of the data gathered with the undocumented procedures, and update standard operating procedures, where necessary, to reflect actual field practice.

6. Quality Assurance FTE Commitment. The Local Program shall maintain a minimum of 0.68 FTE for Quality Assurance activities. The Local Program shall dialogue with DNR prior to the reallocation of Quality Assurance FTEs. This FTE allocation (0.68) shall be apportioned from and shall not be in addition to the FTEs specified in Table 1.

5E.3 Network Planning

- 1. Training and Safety Plan.** The Local Program shall develop training and safety plans for air monitoring staff. The Local Program shall ensure that its staff are adequately trained and work in a safe environment.
- 2. Quarterly Coordination Meetings.** The Local Program shall participate in quarterly coordination meetings for technical and management staff involved in the ambient air monitoring program. The technical meeting will focus on data collection, transmission and quality assurance issues and trends. The management meeting will focus on the status of the work products contained in the Contract and strategic planning issues.
- 3. Inventory and Inventory Reporting.** The Local Program shall maintain a complete and current list of all equipment in its air monitoring network purchased in full or in part with state or federal funding, including the percentage of state and federal funds used to procure the equipment, the location, description of equipment type, model number, serial number, ownership agency, and both DNR and the Local Program inventory tag number. The Local Program shall record in the equipment inventory the installation date for equipment newly installed in the air monitoring system. Equipment purchased by DNR for use by the Local Program shall be included on its equipment inventory. The Local Program shall supply DNR a copy of the up to date equipment inventory within seven (7) days of a request by DNR.
- 4. Development of the Equipment Procurement List for the Next Contract Period.**
 - a.** By January 15, 2024, the Local Program shall submit for DNR review:
 - 1)** A list of anticipated equipment purchases needed to maintain and operate its existing air monitoring network during the next Contract period; and
 - 2)** A multi-year replacement schedule for air monitoring equipment. To develop this schedule, the Local Program shall consider the age and condition of the current instruments, as well as the maintenance requirements and capabilities of current instruments relative to new instruments.
 - b.** By March 15, 2024, the Local Program shall submit for DNR review a list of anticipated equipment purchases needed to expand its air monitoring network during the next Contract period. If the Local Program does not anticipate any equipment purchases to expand its air monitoring network, the Local Program shall indicate as such to the DNR in writing by March 15, 2024.
 - c.** The above-mentioned lists shall contain monitoring equipment or monitoring quality assurance equipment that the Local Program intends to procure with funds designated for this purpose under this Contract as identified in Section 7.1, Ambient Monitoring Activities.
- 5. Network Modifications.** The Local Program shall work with DNR to ensure that network modifications are made according to 40 CFR Pt. 58, Subpart B.

5E.4 Data Management

- 1. Data Validation.** Data obtained from ambient monitors shall be validated as specified in the approved QAPP and in this scope of work.
- 2. Site Setup and Closure in AQS.** The Local Program shall be responsible for opening and closing sites and monitors in the AQS database for its reporting organization, and for its monthly data uploads. The Local Program shall notify DNR when it closes sites or monitors in the AQS database.
- 3. AQS/PARS Data Submission.** Validated monitoring data (AQS data) and precision and accuracy data (PARS data), for all monitors, shall be uploaded by the Local Program staff monthly, in accordance with Appendix A (Ambient Air Monitoring) of this Contract. To expedite data generation by SHL, the Local Program shall provide validated sampler run data at the same times integrated samples are submitted to SHL for laboratory analysis. If PM_{2.5} data from the SHL laboratory has not been received before the scheduled monthly upload, it shall be entered at the next scheduled monthly upload. The Local Program shall inform DNR via e-mail after completing its monthly data upload. In the event that the monthly data upload is not complete, the Local Program shall indicate by mail or e-mail the reason for the backlog and the anticipated date when the backlogged data will be uploaded.

4. Data Screening. To prevent data coding errors, the Local Program shall lock data for upload only after the screening file passes all AQS system edits (Edit Error Details, Scan Report, and Stat Evaluation). The Local Program shall archive a copy of any data uploaded to AQS immediately before locking the data for upload.

5. Recordkeeping Requirements.

a. Monthly AQS Recordkeeping Requirements. On a monthly basis, the Local Program shall run and review the AQS QA Raw Assessment Report (AMP 251) and AQS Raw Data Report (AMP 350) to determine the completeness and accuracy of the AQS and PARS data uploaded by the Local Program to the AQS system.

b. Quarterly AQS Recordkeeping Requirements. On a quarterly basis, the Local Program shall run and review the:

- 1) AQS QA Data Quality Indicator Report (AMP 256) to evaluate the PARS data uploaded by the Local Program;
- 2) AQS Data Completeness Report (AMP 430) in order to evaluate the quarterly data completeness of the monitors operated by the Local Program; and
- 3) AQS Site Description Report (AMP 380) in order to evaluate the accuracy and completeness of the site setup parameters of the monitors operated by the Local Program.

6. Toxics Monitoring. The Local Program shall use SHL's analytical laboratory for toxics sample analysis. The Local Program shall be responsible for setting up or shutting down toxics sites in AQS, and shall validate toxics data in cooperation with the SHL laboratory. The Local Program shall upload the AQS strings provided by SHL into EPA's AQS database.

5E.5 Reporting Requirements. The Local Program shall submit regular reports to DNR as identified below. Reports shall be submitted to DNR by electronic media. Any emails shall contain in the subject line a specific reference to the applicable Appendix A obligation. Monthly and quarterly reports shall contain an executive summary where the data is compared to the applicable acceptance criteria, and in the event that the acceptance criteria are not met, a corrective action plan. All reports shall be reviewed and certified by the quality assurance manager. All corrective action plans shall be reviewed and certified by the quality assurance manager. Expenditures associated with corrective action plans shall be reviewed and certified by the program manager.

1. Immediate Reports. The Local Program shall notify DNR immediately upon identification of any exceedance of an ambient air quality standard, emergency episode or potential emergency episode (as defined in 567 IAC 26.2); or exceedance of any other pollutant threshold provided in writing by DNR.

2. Weekly Network Status Report. The Local Program shall transmit a written report of the status of air monitoring systems to DNR on the first working day of every week. This report will address the following items regarding monitoring completed each week. For each site that is modified or for which data are missed, the report shall include:

- a. Date of last valid data;
- b. Date inoperative condition detected;
- c. Cause of inoperative condition;
- d. Step(s) taken to correct condition; and
- e. Date and time data collection resumed (if applicable), and expected date data reporting will resume (if applicable).

3. Monthly Report for Continuous Monitors. The Local Program shall submit a monthly report to DNR in accordance with Section 6.3(1) of this Contract. This report will include a list of fixed station air monitoring sites in operation during the report period, and for each station:

- a. PARS-data reduction for precision;
- b. NAAQS Exceedances including: the number and exceedances of ambient air quality standards, the number of emergency episodes or potential emergency episodes, and the number of exceedances of pollutant thresholds;
- c. Pollutant Data Summaries including: a listing of all sampling that was omitted or invalidated because of equipment failure, calibration, zero and span checks, sample handling accidents, laboratory accidents or failure of the operator to collect samples; the type and number of equipment failures, and the percentage of total possible samples which were translated into valid air quality data including data from primary and collocated samplers;
- d. Precision Summaries including: the dates of PARS precision and accuracy checks; an explanation for precision checks that occur with a separation greater than 2 weeks for both primary and collocated samplers;
- e. ESC Parameter report including graphs of the data;
- f. Raw AQS string data by electronic media;
- g. Corrective Action Report Forms; and
- h. Daily Zero, Precision, and Span Check results for all gaseous parameters in Excel format.

4. Monthly Reports for Data Generated by Outside Contractors: SHL-PM_{2.5} and PM₁₀ FRM, SHL-Air Toxics. The Local Program shall submit a report to DNR fifteen (15) working days upon receiving data from each outside contractor. Reports will include:

- a. Documentation of the dates data were received from outside contractors and submitted to DNR;
- b. NAAQS Exceedances including: the number and exceedances of ambient air quality standards, the number of emergency episodes or potential emergency episodes, and the number of exceedances of pollutant thresholds;
- c. Pollutant Data Summaries including: a listing of all sampling that was omitted or invalidated because of equipment failure, calibration, zero and span checks, sample handling accidents, laboratory accidents or failure of the operator to collect samples, the type and number of equipment failures, and the percentage of total possible samples which were translated into valid air quality data;
- d. Precision and Accuracy Summaries for including the dates of these checks, and an explanation for checks that occur off-schedule;
- e. PARS-data reduction for Precision of PM_{2.5} and PM₁₀ FRM;
- f. Raw AQS string data of PM_{2.5} and PM₁₀ FRM;
- g. Data Summary for Air Toxics including: results from flow verification, results of leak checks, list of flagged/voided data; and
- h. Corrective Action Report Forms.

5. Monthly Equipment Procurement Report. The Local Program shall submit a monthly report to DNR which itemizes monitoring equipment purchases. This report shall include:

- a. A description of the equipment, including make and model number, and the quantity purchased;
- b. The cost per unit and total cost, the dates the items were ordered and received; and
- c. A running total of all expended equipment funds during the Contract period.

6. Quarterly Monitoring Report. The Local Program shall submit a quarterly report to DNR in accordance with Section 6.3(2) of this Contract. For data received from outside contractors (SHL-PM_{2.5} and PM₁₀ FRM, SHL-Air Toxics), quarterly reports will be submitted 30 working days upon receiving the data. This report shall include a list of fixed station air monitoring sites in operation during the report period, and for each station:

- a. Pollutant Data Summaries including: a listing of all sampling that was omitted or invalidated because of equipment failure, calibration, zero and span checks, sample handling accidents, laboratory accidents or failure of the operator to collect samples; the type and number of equipment failures, and the percentage of total possible samples which were translated into valid air quality data including data from primary and collocated samplers. In the event the percentages do not meet EPA completeness criteria, an explanation of the reasons for the insufficient data capture and a corrective action plan for the monitor;
- b. AMP Reports: 430 and 251 generated from AQS;
- c. Two AQS AMP 256 reports, one for the current quarter, and a cumulative AMP 256 covering all quarters since the previous data certification, along with an explanation of any deficiencies indicated in the report, and a corrective action plan to address any deficiencies;
- d. The precision and accuracy for each primary and collocated continuous monitor calculated as specified in 40 CFR Pt. 58 App A;
- e. The precision and accuracy for PM_{2.5} FRM, PM₁₀ FRM, and toxics monitors audited during the quarter, calculated as specified in 40 CFR Pt. 58 App. A;
- f. A listing of all backlogged AQS or PARS data, the reason for the backlog, and the date when the backlogged data will be uploaded to AQS; and
- g. Data Management Report Log for individual sites including: A records audit, conducted by the QA manager, listing monitoring records logged during the quarter and certifying compliance with the recordkeeping requirements of this Contract.

5E.6 Special Projects. The Local Program shall complete the following special ambient air monitoring projects within Polk County.

1. Security and Backup of Computers Used for Ambient Monitoring. By September 1, 2023, the Local Program IT staff shall perform an audit to ensure that all computers used in the ambient monitoring network are secured and adequately "backed up".

2. Facilitating Citizen Science. The Local Program shall:

- a. Provide support for citizen science projects by collocation of citizen science sensors with Polk County monitors. The Local Program shall ensure that the collocation does not compromise the data quality for criteria pollutant monitoring;
- b. Utilize the Thingspeak IOT server, the low-cost sensors' API, or equivalent, to gather and provide access to its citizen science data. The Local program shall archive hourly average sensor data;
- c. For the weekly report, a record of replacement, relocation, repair or operation status of citizen science sensors will be included; this includes a section within the weekly report for citizen science sensors;
- d. The monthly report will include a separate section for citizen science which includes the sensor's hourly data capture rate and graphical output of 1-hr averages over time; and
- e. Coordinate the deployment of all citizen science monitors with DNR. Work with the DNR in establishing data quality objectives (including calibration requirements) for citizen science monitors before public reporting of the data.

3. Nafion Dryer Evaluation.

To aid in the evaluation of the effectiveness of Nafion dryers deployed with ozone monitors, Polk shall collect the following data and provide to the DNR upon request or at the end of the ozone season: Carpenter and Sheldahl enclosure temperatures and ozone data recorded in 1-minute increments, plus Carpenter ambient temperature and ambient relative humidity recorded in 1-minute increments.

5E.7 DNR Responsibilities. DNR shall perform the following tasks related to ambient air monitoring.

- 1. **Equipment.** Within budget limitations, DNR shall assist in the repair, replacement and evaluation of monitoring equipment and monitoring sites.
- 2. **Emergency Episodes.** Upon notification of an emergency episode by the Local Program, or determination of an episode by DNR, DNR shall take the appropriate emergency actions provided for in 567 IAC Chapter 26 and in accordance with Iowa Code chapter 455B. DNR shall immediately notify the Local Program of any air pollution emergency conditions that DNR determines to exist.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. The Local Program shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.

- 1. Failure by the Local Program to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract and may be grounds for DNR to immediately terminate this Contract for cause.
- 2. **Late Work Products.** If the Local Program is unable to meet a Task Milestone date as identified in Section 5 of this Contract, the Local Program shall notify DNR as soon as possible but no later than ten (10) days after the deadline. The Local Program shall submit a plan for completing the delayed work products that includes when and how the work product will be completed. DNR shall approve in writing the submitted plan, if acceptable, and amend the Contract as necessary. If DNR finds the submitted plan unacceptable, DNR will request that the Local program submit a revised plan to address the concerns the DNR identified.

6.2 Review Meetings. Meetings shall occur according to the provisions in Section 5A.7.

6.3 Reporting Provisions. Reports required in this Contract shall, unless otherwise identified, be submitted by electronic media as defined in Section 4.3 per the following reporting schedules.

- 1. **Monthly Reports.** Monthly reports shall be provided to DNR no later than 15 calendar days following the reported month.

2. Quarterly Reports. Quarterly reports shall be provided to DNR no later than the dates specified in the table below.

Quarter Reported	Report Due
Quarter 1 (July 1, 2023– September 30, 2023)	October 31, 2023
Quarter 2 (October 1, 2023 – December 31, 2023)	January 31, 2024
Quarter 3 (January 1, 2024 – March 31, 2024)	April 30, 2024
Quarter 4 (April 1, 2024 – June 30, 2024)	July 31, 2024

3. Semi-Annual Reports. Semi-annual reports shall be provided to DNR no later than January 31, 2024, for Quarters 1 and 2 and July 31, 2024, for Quarters 3 and 4.

4. Annual Reports. Annual reports shall be provided to DNR no later than July 31, 2024, for the period of performance.

5. Special Reports. Special reports shall be provided to DNR no later than the date established in this Contract.

6.4 DNR Right to Review and Observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. The Local Program shall allow the State of Iowa or DNR, without costs, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

6.5 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

Section 7 COMPENSATION

7.1 Budget. The budget for this Contract shall be as indicated in Table 4 – Programmatic Budget.

7.2 Not-to-Exceed Amount of Contract. Payment by DNR for the work performed by the Local Program according to the terms of this Contract shall not exceed **\$981,684**, except as noted in Section 7.2(1) below. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that the Local Program has complied with the terms of this Contract. Costs shall not exceed the following amounts:

1. Title V Application Fees: Estimated costs are expected not to exceed **\$138,283**. However, the estimated costs for Title V Application Fees may be exceeded if the actual hours of billable work exceed the hours estimated. DNR rate of reimbursement shall not exceed \$100 per hour. Only duties identified below shall be eligible for reimbursement financed by an air program grant from the State of Iowa Department of Natural Resources Title V Application Fees.

5C.1-5C.6 – Title V Permitting Provisions, as it relates to Title V initial or renewal applications submitted on or after July 1, 2023.

2. Title V Emissions Fees: Variable costs shall not exceed **\$659,209**. Only duties identified below shall be eligible for reimbursement financed by an air program grant from the State of Iowa Department of Natural Resources Title V Emissions Fees.

a. 5A – General Provisions

b. 5B - Construction Permitting Provisions, only as it relates to major (non-PSD) applications submitted prior to July 1, 2016.

c. 5C.1-5C.6– Title V Permitting Provisions, as it relates to Title V initial or renewal applications submitted prior to January 15, 2016.

d. 5C.7-5C.8– Title V Permitting Provisions, as it relates to reopening and reissuing Title V permits.

e. 5C.8 – Title V Permitting Provisions, as it relates for modifying a Title V Permit, under the following conditions only. The DNR may reimburse the Local Program for drafting Title V modifications on a case-by-case basis. Situations when a modification would be reimbursed include, but are not limited to: modifications that are time sensitive, modifications that result in a change to facility status, and modifications deemed by the facility to be an emergency. An example of a time sensitive modification may be a facility that needs to change or remove a stack test deadline to avoid compliance issues. An example of a modification that could result in a change in facility status would be incorporating a construction permit modification that results in the facility changing from a major source to an area source for a NESHAP.

f. 5D – Compliance and Inspection Provisions, as they relate to major sources; and

g. 5E – Ambient Air Monitoring Provisions.

3. Clean Air Act Section 103 State Grant Allocation. Variable costs shall not exceed **\$20,000**. Only duties identified below shall be eligible for reimbursement financed by the Clean Air Act Section 103 state grant allocation from the State of Iowa Department of Natural Resources.

a. 5E – Ambient Air Monitoring Provisions, as it relates to PM_{2.5}.

4. Clean Air Act Section 105 State Grant Allocation. Variable costs shall not exceed **\$164,192**. Only duties identified below shall be eligible for reimbursement financed by the Clean Air Act Section 105 state grant allocation from the State of Iowa Department of Natural Resources.

a. 5A – General Provisions

b. 5D – Compliance and Inspection Provisions, as they relate to minor sources; and

c. 5E – Ambient Air Monitoring Provisions.

5. Local Program Expenditures. The Local Program shall provide local funding of no less than **\$508,774** to support this Contract.

6. Reimbursable Indirect Costs. Payment for indirect costs performed by the Local Program according to the terms of this Contract shall not exceed **\$45,000**.

7.3 Fee Collection. The Local Program shall be responsible for the collection of permit application review fees for major (non-PSD) and minor source construction permits, including modeling activity. Permit application review fees shall not be co-mingled to cover any expenses not related to permit application review or modeling requirements related to the permit application review. Annual fees collected by the Local Program shall not be used to fund any portion of the Title V Operating permit application review.

Table 4: Programmatic Budget

Program		Funding Source									
Activity	FTE	Total	County Annual Fee	County General Fund	County Minor CP App Fee	County Major (non-PSD) CP App Fee	103	105	Title V EI Fee	Title V App Fee	
TV Operating Permitting Personnel	0.93	\$129,795								\$129,795	
Major Source Con Perm Personnel	0.43	\$58,358				\$58,358					
Minor Source Con Perm Personnel	1.52	\$199,738	\$131,827		\$67,911						
Program Development & Management	1.81	\$236,600	\$14,908				\$64,802	\$156,890			
Compliance - Major	0.68	\$101,437	\$10,144					\$91,294			
Compliance - Minor	0.65	\$73,694	\$4,506				\$69,188				
Local Program Permits	0.75	\$110,162	\$110,162								
Ambient Air Monitoring	3.23	\$372,146	\$25,751				\$20,000	\$13,249	\$313,146		
Indirect Costs		\$45,000	\$8,153		\$2,384	\$2,049		\$4,027	\$23,831	\$4,556	
Personnel Subtotal	10.00	\$1,326,931	\$305,451	\$0	\$70,295	\$60,407	\$20,000	\$151,267	\$585,160	\$134,351	
Travel/Training - Direct Expense		\$8,000	\$1,174		\$280	\$361		\$719	\$4,654	\$812	
Supplies		\$10,250	\$1,560		\$376	\$485		\$947	\$5,790	\$1,091	
Other		\$68,000	\$31,426	\$20,000	\$869	\$902		\$1,990	\$10,783	\$2,029	
AAM: Engineering & Scientific Equipment		\$31,620	\$6,172					\$3,541	\$21,908		
AAM: Repair & Maintenance of Equipment		\$22,760	\$4,442					\$2,549	\$15,769		
AAM Data Processing Equipment		\$13,420	\$2,619					\$1,503	\$9,298		
AAM: Lab Supplies		\$2,477	\$483					\$277	\$1,716		
AAM: Monitoring Site Needs/Monitoring Utilities		\$2,000	\$420					\$400	\$1,180		
AAM: Vendor Training		\$5,000	\$1,050					\$1,000	\$2,950		
Direct Expense Subtotal		\$163,527	\$49,247	\$20,000	\$1,526	\$1,748	\$0	\$12,295	\$74,048	\$3,932	
Total Polk County Budget	10.00	\$1,490,458	\$354,798	\$20,000	\$71,821	\$62,155	\$20,000	\$164,192	\$659,209	\$138,283	

7.4 Additional Unallowable Costs. The following costs are unallowable to the Local Program under this Contract:

1. Legal expenses for the prosecution of claims against DNR, the state of Iowa, the Federal Government or any subdivision thereof;
2. The difference in cost between first-class air accommodations and less-than-first-class air accommodations, unless less-than-first-class air accommodations are not reasonably available;
3. Costs incurred prior to the effective date of the Contract;
4. Costs of preparing proposals for potential Contracts;
5. Any losses arising from uncollectable accounts and other claims, and related costs;
6. Contributions and donations;
7. Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
8. Costs resulting from violations of or failure to comply with Federal, State and local laws and regulations; and
9. Interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, are unallowable except when authorized by Federal legislation.

7.5 Submission of Invoices. The Local Program shall submit invoices to DNR, using the form provided by DNR, according to the following schedule:

Quarter Reported	Invoice Due
Quarter 1 (July 1, 2023 – September 30, 2023)	October 31, 2023
Quarter 2 (October 1, 2023 – December 31, 2023)	January 31, 2024
Quarter 3 (January 1, 2024 – March 31, 2024)	April 30, 2024
Quarter 4 (April 1, 2024 – June 30, 2024)	July 31, 2024

1. **Invoices.** For each payment requested under this Contract, the Local Program shall submit a signed electronic version of the invoice and supporting documents to DNR Project Manager. Invoices shall contain the DNR Contract Number found on the first page of these DNR Standard Contract Conditions. Local Program expenditures shall be made during the same quarter that State funds are expended. No invoice shall request payment for work occurring in more than one fiscal year.
 - a. **Title V Application Fee.** The Local Program may request, only on a quarterly basis, reimbursement from DNR for Title V application review expenses. All supporting documentation in accordance with Section 7.5(2) shall be submitted by the Local Program along with the request for reimbursement.
 - b. **Clean Air Act Section 103 State Grant Allocation.** The Local Program may request reimbursement from DNR for Clean Air Act Section 103 state grant allocation expenses only for first and second quarter activities. All supporting documentation in accordance with Section 7.5(2) shall be submitted by the Local Program along with the request for reimbursement.
2. **Supporting Invoice Documentation.** The Local Program shall, at a minimum, provide the following supporting documentation with the submitted electronic invoice:
 - a. For Task Milestone Dates not met, why the obligation(s) specified in Section 5 of this Contract were not completed and steps taken to comply with Section 6.1(2).
 - b. **Invoice Documentation for Billable Hour Invoices.** To ensure adequate information is available for DNR to provide correct billing statements, the Local Program shall ensure that all billable hours are approved in Iowa EASY Air within two weeks of the end of a calendar quarter. The Local Program shall provide billable hour documentation in accordance with the reimbursement schedule identified in 7.5(1), or as requested by DNR. The documentation for billable hours shall be provided electronically to DNR, using the form provided by DNR to the Local Program.
3. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices shall be submitted to:

Iowa Department of Natural Resources – Air Quality Bureau
Attention: Christine Paulson
502 East 9th Street
Des Moines, IA 50319
Christine.Paulson@dnr.iowa.gov

7.6 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Local Program shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Local Program under this Contract. Payment will be issued to:

Polk County Public Works Division
5885 NE 14th Street
Des Moines, IA 50313

7.7 No Advance Payment. No advance payments shall be made for any Deliverables provided by the Local Program pursuant to this Contract.

7.8 Delay of Payment Due to Local Program’s Failure. If DNR determines that the Local Program has failed to perform or deliver any service or product required by this Contract, then the Local Program may not be entitled to any compensation, or any further compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. DNR may withhold that portion of the invoice amount which represents payment for the task or obligation that was not completed, delivered and successfully deployed.

7.9 Erroneous Payments and Credits. The Local Program shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by the Local Program or notification by DNR of the overpayment or erroneous payment.

GENERAL CONDITIONS - GOVERNMENTAL ENTITY

Section 1 **COMPLIANCE WITH THE LAW**

1.1 The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represent and warrant that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 2 **TERMINATION**

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Local Program as a result of any of the following:

2.1.1 The Legislature or Governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered; or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Local Program is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Local Program, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Local Program fails to comply with confidentiality laws or provisions;

2.2.4 The Local Program furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Local Program in default of its obligations under this Contract.

2.3.1 The Local Program fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Local Program;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Local Program fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Local Program becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Local Program terminates or suspends its business; or DNR reasonably believes that the Local Program has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Local Program has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Local Program has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Local Program has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Local Program has misappropriated a trade secret, or

2.3.8 Local Program fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Local Program, DNR shall provide written notice to the Local Program requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Local Program. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following 30 days' written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Local Program. Following termination upon notice, the Local Program shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Local Program in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Local Program for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Local Program's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Local Program's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Local Program, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Local Program not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Local Program's Termination Duties. The Local Program upon receipt of notice of termination or upon request of DNR shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Local Program.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Local Program under this Contract.

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Local Program.

2.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Local Program under this Contract shall, at the option of DNR, become DNR's property and the Local Program shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

3.1 The status of the Local Program shall be that of an independent contractor. The Local Program, and its employees and agents performing under this Contract are not employees or agents of DNR. Neither the Local Program nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Local Program. Local Program shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

4.1 The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 5 AMENDMENTS

5.1 This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

6.1 The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Local Program, or the State of Iowa

Section 7 SEVERABILITY

7.1 If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

8.1 This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

9.1 This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Local Program shall be considered an assignment.

Section 10 CONFIDENTIALITY

10.1 The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 11 WAIVER

11.1 Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 12 CUMULATIVE RIGHTS

12.1 The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 13 TIME IS OF THE ESSENCE

13.1 Time is of the essence with respect to the performance of the terms of this Contract.

Section 14 RECORD RETENTION AND ACCESS

14.1 The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Local Program relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Local Program shall not impose a charge for audit or examination of the Local Program's books and records.

Section 15 OBLIGATIONS BEYOND CONTRACT TERM

15.1 This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Local Program incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 16 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

16.1 Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

17.1 Local Program may not contract with third parties for the performance of any of Local Program's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

17.1.1 All subcontracts shall be subject to prior approval by DNR. DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

17.1.2 The Local Program may enter into subcontracts to complete the work required by this Contract provided that the Local Program remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Local Program from any obligation, provision, or liability under this Contract. The Local Program shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

17.1.3 All restrictions, obligations and responsibilities of the Local Program under this Contract also shall apply to the subcontractors.

17.1.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Local Program shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Local Program's breach of any subcontract in which it enters, including the Local Program's failure to pay any and all amounts due by the Local Program to any subcontractor.

17.1.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of the Local Program herein.

17.1.6 Any action of a subcontractor, which, if done by Local Program, would constitute a breach of this Contract, shall be deemed a breach by the Local Program and have the same legal effect.

17.1.7 If delay results from a subcontractor's conduct, from the Local Program's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Local Program should have been able to anticipate or prevent, then the Local Program shall be in default.

17.1.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Local Program shall comply with Iowa Code chapter 8F with respect to any subcontract Local Program enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 SELF-INSURANCE BY THE STATE OF IOWA

18.1 Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 19 IMMUNITY FROM LIABILITY

19.1 Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for the Local Program's and subcontractors' activities involving third parties arising from the Contract.

Section 20 NON-SUPPLANTING REQUIREMENT

20.1 To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 21 TAXES

21.1 The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Local Program's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 22 NONDISCRIMINATION IN EMPLOYMENT

The Local Program, its employees, agents, and subcontractors shall not engage in discriminatory employment practices that are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Local Program, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Local Program shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under 11 Iowa Administrative Code chapter 121.

The Local Program, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event the Local Program contracts with third parties for the performance of any of the Local Program obligations under this Contract, the Local Program shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Section 23 FEDERALLY-FUNDED AGREEMENTS

The Local Program shall comply with all applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule).

Section 24 INFORMATION TECHNOLOGY SECURITY

24.1 The Local Program and all personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Local Program acknowledges that the Local Program has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS), the Iowa Office of the Chief Information Officer (OCIO), and DNR in effect on the date of signing. The DAS policy is located on the agency website at www.iowadnr.gov and <https://ocio.iowa.gov>. The Local Program further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

Section 25 CERTIFICATION REGARDING SALES AND USE TAX

25.1 By executing this Contract, the Local Program certifies that it is either (a) registered with the Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) is not a "retailer" or a "retailer maintaining a place of business in this state," as those terms are defined in Iowa Code section 423.1. The Local Program also acknowledges that the DNR may declare the Contract void if the above certification is false. The Local Program also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Appendix A: Summary of Obligations

The following is a summary of the obligations the Local Program shall complete to meet tasks identified in this Contract. If tasks in Appendix A and the Special Conditions are inconsistent then the language of the Special Conditions shall take precedence.

Obligation	Reference	Task Milestone Dates
General Provisions		
Personnel Commitment	5A.1(1)	Ongoing
Key Personnel	5A.1(2)	Ongoing
Training	5A.1(3)	Ongoing
Program Activity Summary	5A.1(4)(a)	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Training Summary	5A.1(4)(b)	Annually: July 31, 2024
Personnel Changes	5A.1(5)(a)	10 days from effective date
New Personnel Report	5A.1(5)(b)	10 days from start date
Fiscal Reporting	5A.2	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Seek Board Approval to Convene Fee Groups	5A.3(1)	October 1, 2023
Convene Fee Advisory Groups	5A.3(1)	Prior to January 15, 2024 (or as scheduled by the Local Program in February or March 2024)
Proposed Budget	5A.3(1)	January 15, 2024
Personnel Plan	5A.3(2)	January 15, 2024
Initial Contract Review	5A.3(3)	March 15, 2024
Final Contract Review	5A.3(4)	April 30, 2024
Website – Review & Update As Needed	5A.4(1)	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Rule Revision	5A.5	As agreed upon by parties
MBE/WBE	5A.6	Annually: October 31, 2023
Intergovernmental Cooperation	5A.7(1)-(11)	As specified in the Contract and as requested & agreed upon by parties
Attend Fee Advisory Groups	5A.7(8)	As scheduled by DNR
Construction Permitting Provisions		
Source Review	5B.1(1)	Ongoing
Permit Issuance	5B.1(2)	Ongoing
Draft Permit Review	5B.1(3)	Prior to Issuance
Permit Transfer	5B.1(4)	Upon Receipt
Permit Referrals	5B.1(5)	Upon Receipt
Permit Coordination	5B.1(6)	Ongoing
Regulatory Determination	5B.1(6)(d)	Prior to Final Determination
Pre-Application Meeting	5B.1(6)(e)	As scheduled by DNR
Permit Issuance	5B.1(6)(f)	After DNR Issuance of Permit
Permit/Modeling Procedure Utilization	5B.2	Ongoing
Excel Report	5B.3	Semi-Annual: January 31, 2024 and July 31, 2024
Title V Permitting Provisions		
Four (4) initial/renewal permits	5C.1(1)	June 30, 2024

Obligation	Reference	Task Milestone Dates
Title V Permitting Provisions (con't)		
Issuance Schedule	5C.1(2)(a)	May 15, 2024
Completeness Determination	5C.2(1)	60 days after receipt
Denial of Permit Application	5C.2(2)(b)	As soon as possible
Application Processing	5C.2(2)	Ongoing
Permit Drafting Procedures	5C.3	Ongoing
Fact Sheet	5C.3(2)	Ongoing
Draft Permit Review	5C.3(3)	Prior to Facility Review
Permit Review by EPA	5C.4(1)	Start of Public Comment Period
Public Notice & Participation	5C.4(2)	Ongoing
Response to Comments	5C.4(2)(e)	Ongoing
Changes to Draft Permit	5C.5(1)	Ongoing
Proposed Final Title V to DNR	5C.5(2)	Ongoing
Final Title V Permit to EPA	5C.5(3)	Within 30 days DNR Issuance
Title V Renewals	5C.6	Ongoing
Reopening Issued Title V	5C.7	Ongoing
Permit Changes	5C.8	Ongoing
Status Reports	5C.9	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Compliance Provisions		
Compliance Activities	5D.1	Ongoing
Notice of Violation	5D.1(2)(a)-(b)	Within 60 days
Electronic Compliance Schedules	5D.1(3)	Ongoing
Minimum 1 Joint Stack Test	5D.2	June 30, 2024
Inspection Schedule	5D.3(1)	Ongoing
Joint Inspection Documents	5D.3(2)	Provided prior to each inspection
Joint Inspection Report	5D.3(2)	30 days following each
Variances	5D.4	Ongoing
Burn Permits	5D.4(1)	DNR copy at time of issuance
Training Fire Permits	5D.4(2)	DNR copy at time of issuance
CMS Plan	5D.5(1)	September 1, 2023
ICIS Reporting	5D.5(2)	15 days following reported month
Summary of Facility Actions	5D.5(2)	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Compliance Quarterly Report	5D.5(3)	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Emission Test Results	5D.6	Report to EPA (ICIS)
Ambient Air Monitoring Provisions		
Existing Network Operations	Table 2	Ongoing
Network Modifications	Table 3	No Network changes are planned for the 2024 Contract period
Unscheduled Network Modifications	5E.1(1)(a)	Upon Request
Final Equipment List	5E.1(2)(a)	July 1, 2023
Vendor Training Selection	5E.1(3)	July 1, 2023
Monitoring Sites	5E.1(4)	Ongoing
Daily Polling	5E.1(5)	Ongoing

Obligation	Reference	Task Milestone Dates
Real-time Monitoring	5E.1(6)	Ongoing
Ambient Air Monitoring Provisions (con't)		
Real-time Monitoring	5E.1(6)	Ongoing
High Concentration Reports	5E.1(6)	Ongoing
Quality System Implementation	5E.2(1)	Ongoing
Revised QA Documents	5E.2(2)	Within 40 working days
PSD Sites	5E.2(3)	Within 30 days of request
Annual Network/Quality Assurance Review	5E.2(5)	March 15, 2024
QA FTE Commitment	5E.2(6)	Ongoing
Coordination Meetings	5E.3(2)	Quarterly as scheduled
Equipment Inventory List	5E.3(3)	7 days after request
List of equipment to maintain & operate existing network	5E.3(4)(a)(1)	January 15, 2024
Equipment Replacement Schedule	5E.3(4)(a)(2)	January 15, 2024
List equipment to expand network (next Contract), or provide a written notice that no network expansions are planned.	5E.3(4)(b)	March 15, 2024
Network Modifications	5E.3(5)	Ongoing
Data Validation	5E.4(1)	Ongoing
Site Setup & Closure	5E.4(2)	Ongoing
AQS/PARS Data Submission	5E.4(3)	15 days following reported month
Data Screening	5E.4(4)	Ongoing
Monthly AQS Recordkeeping Requirements	5E.4(5)(a)	Monthly
Quarterly AQS Recordkeeping Requirements	5E.4(5)(b)	Quarterly
Toxics Monitoring	5E.4(6)	Ongoing
Exceedance Report	5E.5(1)	Immediate
Weekly Network Status Report	5E.5(2)	Weekly – 1 st working day
Monthly Continuous Monitor Report	5E.5(3)	15 working days following reported month
Monthly Report: SHL-PM FRM Monthly Report: SHL-Air Toxics	5E.5(4)	20 days after receipt from outside contractor
Monthly Equipment Procurement Report	5E.5(5)	15 days following reported month
Qtrly Monitoring Report (Continuous)	5E.5(6)	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Computer audit (security and adequacy of backup)	5E.6(1)	September 1, 2023
Monitoring and Review		
Reporting Provisions	6.3	Ongoing
Compensation		
Invoice Submission	7.5	Quarterly: October 31, 2023; January 31, 2024; April 30, 2024; and July 31, 2024
Unmet Obligations	7.5(2)(a)	With Quarterly Invoice as Needed
Billable Hour Documentation	7.5(2)(b)	With Quarterly Invoice as Needed