

GRANT AGREEMENT COVER SHEET

RECEIVED

MAY 24 2018

DES / MENDOCINO # * 18-138

Administration

GRANT NUMBER
G17-M056

NAME OF GRANT PROGRAM	
Carl Moyer Memorial Air Quality Standards Attainment Program - Rural Assistance Program Year 20	
GRANTEE NAME	
Mendocino County Air Quality Management District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED
94-6000520	\$59,236.27
FISCAL GRANT TERM	
FROM: May 15, 2018	TO: April 30, 2020
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT	
FROM: May 15, 2018	TO: December 31, 2022

RECEIVED

JUN 08 2018

MENDOCINO COUNTY
AIR QUALITY
MANAGEMENT DIST.

This legally binding Grant Agreement, including this cover sheet and Exhibit A, attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and the Mendocino County Air Quality Management District (Grantee).

Project Funds: \$52,569.60
Administration Funds: \$6,666.67
Total Grant Award: \$59,236.27

Exhibit A - General Terms and Conditions

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

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

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE)	
SIGNATURE OF CARB'S AUTHORIZED SIGNATORY:		Mendocino County Air Quality Management District	
<i>Brandy Hunt</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED BY RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE		TITLE	
Administrative Services Branch Chief, CARB		APCO	
DATE		DATE	
5/25/18		5-23-18	
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
		306 E. Gobbi Street, Ukiah, CA 95482	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	FISCAL YEAR/PROGRAM		FUND TITLE
\$59,236.27	2017-18 / 3515 (Subvention)		Air Pollution Control Fund
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
\$0.00			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$59,236.27	3900-101-0115	14	2017
	OBJECT OF EXPENDITURE	FISCAL YEAR	
	6100-702-88101	2017-18	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			
SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE:		DATE	
<i>Kelly Moore</i>		5/4/18	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:		DATE	
<i>D/L</i>		5/7/18	

Exhibit A

**California Air Resources Board
Carl Moyer Memorial Air Quality Standards Attainment Program
GRANT AGREEMENT
RURAL ASSISTANCE PROGRAM
Fiscal Year 2017-2018 (Year 20)**

General Terms and Conditions:

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the GRANTEE, either in whole or in part, without the consent of California Air Resources Board (CARB).
3. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the GRANTEE or to furnish any other considerations under this Grant Agreement.
4. **Compliance with law, regulations, etc.:** The GRANTEE agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
5. **Computer software:** The GRANTEE certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
6. **Conflict of interest:** The GRANTEE certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
7. **Disputes:** The GRANTEE shall continue with the responsibilities under this Grant Agreement during any dispute. GRANTEE staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
8. **Environmental justice:** In the performance of this Grant Agreement, the GRANTEE shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
9. **Fiscal management systems and accounting standards:** The GRANTEE agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
10. **Force majeure:** Neither CARB nor the GRANTEE shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.

Exhibit A

11. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the GRANTEE hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The GRANTEE hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
12. **GRANTEE's responsibility for work:** The GRANTEE shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The GRANTEE shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the GRANTEE and any other entity concerning responsibility for performance of work.
13. **Indemnification:** The GRANTEE agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the GRANTEE, and out of the operation of equipment that is purchased with funds from this Grant Award.
14. **Independent contractor:** The GRANTEE, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
15. **Nondiscrimination:** During the performance of this Grant Agreement, the GRANTEE and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The GRANTEE and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The GRANTEE and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
16. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
17. **Prevailing wages and labor compliance:** If applicable, the GRANTEE agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the GRANTEE shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

Exhibit A

18. **Professionals:** For projects involving installation or construction services, the GRANTEE agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
19. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
20. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Fiscal Year 2017-2018 (Year 20) Carl Moyer Funds by May 15, 2018.
21. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the GRANTEE of any material provision after such violation has been called to the attention of the GRANTEE and after failure of the GRANTEE to bring itself into compliance with the provisions of this Grant Agreement.
22. **Timeliness:** Time is of the essence in this Grant Agreement. The GRANTEE shall proceed with and complete projects funded by this Grant Award in accordance with the Carl Moyer Program Guidelines.
23. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
24. **Incorporated Documents:** GRANTEE is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:
 - a. CARB-approved District Application to Administer the Carl Moyer Program for Fiscal Year 2017-2018 (Year 20).
 - b. District's Policies and Procedures (Refer to Ch.3, 4 of the Carl Moyer Program 2017 Guidelines).
 - c. Carl Moyer Program 2017 Guidelines and any future approved Guidelines, current Program Advisories and Mail-outs, and future Program Advisories and Mail-outs issued during the grant performance period.
 - d. Carl Moyer Program Fiscal Year 2017-2018 (Year 20) Grant Disbursement Request Form.
25. **Disbursement Deadline:** The Carl Moyer Program 2017-2018 funds specified in this Grant Agreement must be disbursed by June 30, 2020 per the 2017 Carl Moyer Program Guidelines, Volume 1, Chapter 3 (Program Administration), Section B, Table 3-1. Grant disbursement requests must be submitted by the Grantee to CARB no later than May 1, 2020 to ensure adequate time for processing prior to the end of the fiscal year.
26. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following grant agreement execution (June 30, 2022) must be returned by September 28,

Exhibit A

2022. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

27. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

Carl Moyer Rural Program Grant Agreement

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of September 25, 2018.

DEPARTMENT FISCAL REVIEW:

Barbara A. Moed 8/24/18
Barbara A. Moed, APCO Date

Budgeted: ☐ Yes ☒ No

Budget Unit: 0327

Line Item: 82-5490 Other State Revenue

Grant: ☒ Yes ☐ No

Grant No.: G17-M056

COUNTY OF MENDOCINO

By: Dan Hamburg
DAN HAMBURG, Chair SEP 26 2018
AIR QUALITY MANAGEMENT DISTRICT BOARD

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vautagen
Deputy SEP 26 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vautagen
Deputy SEP 26 2018

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Janette Kew
Deputy CEO

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

California Air Resources Board

P.O. Box 2815

Sacramento, California 95812

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Katharine L. Elliott
Deputy

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ _____
Exempt Pursuant to MCC Section: _____