

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM AB 617 Community Air Protection Incentives – CAP Year 2 (Fiscal Year 18/19)		GRANT NUMBER G18-MCAP-25
GRANTEE NAME Mendocino County Air Quality Management District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000520	TOTAL GRANT AMOUNT NOT TO EXCEED \$138,194.45	
FISCAL GRANT TERM FROM: April 1, 2020	TO: June 30, 2020	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: April 1, 2020	TO: December 31, 2022	

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 Mendocino County Air Quality Management District (the "Grantee").

Project Funds: \$120,920.14

Implementation Funds: \$17,274.31

Required District Match (If applicable): None

Total Grant Award: \$138,194.45

Special Terms and Conditions: Grant is contingent on CARB receipt of a Board Resolution or Minute Order to accept these funds and administer them consistent with Community Air Protection Incentives Guidelines and the General Terms and Conditions.

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

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mendocino County Air Quality Management District			
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Brandy Hunt</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Barbara Moore</i>			
TITLE Branch Chief	DATE 4/30/2020	TITLE <i>Air Pollution Control Officer</i>	DATE 4/28/2020		
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 501 Low Gap Road, RM 1080, Ukiah, California 95482			
CERTIFICATION OF FUNDING					
AMOUNT ENCUMBERED BY THIS AGREEMENT \$138,194.45	PROGRAM 3530000L39	PROJECT 3900-CAP	ACTIVITY 3228CAP18		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	FUND TITLE Greenhouse Gas Reduction Fund				FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$138,194.45	(OPTIONAL USE)	FISCAL SUPPLIER ID	CHAPTER 30	STATUTE 2018	
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 88501	FISCAL YEAR (ENY) 2018	
I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE: <i>Donna Lee</i>			DATE 3/26/20		
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.					
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <i>D. Kuen</i>			DATE 4/17/20		

**California Air Resources Board Fiscal Year 2018-19 – AB 617 Community
Air Protection (CAP) Incentives GRANT AGREEMENT**

General Terms and Conditions:

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
 - a. The air district (GRANTEE) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this grant agreement. The GRANTEE will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
 - b. The GRANTEE will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The GRANTEE will meet and strive to exceed this statewide target for benefits to priority populations: no less than 80 percent of funds will go to projects that are located in and provide direct, meaningful and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes of 2016).
 - c. The GRANTEE will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The GRANTEE will provide public access to information, including project selection criteria and web posting of project funding proposals and a summary of final selected projects consistent with Section IV of the CARB Funding Guidelines for Agencies that Administer California Climate Investments (CCI Funding Guidelines) (<https://ww2.arb.ca.gov/resources/documents/ci-funding-guidelines-administeringagencies>). For each project selected the GRANTEE will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.
 - d. When submitting project lists with disbursement requests, the GRANTEE will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB (www.arb.ca.gov/ci-resources).
 - e. With CARB's assistance and direction, the GRANTEE will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.
 - f. The GRANTEE will continue to monitor the ongoing implementation of the requirements of AB 617, and will work with CARB to address any new priorities as they are developed to support the community air quality protection goals of AB 617.
 - g. The GRANTEE and CARB will work together to determine the feasibility of addressing any new community priorities.
2. **Implementation Funding:** In accordance with Section E of Chapter 3: Program Administration, of the *Community Air Protection Incentives 2019 Guidelines*, the GRANTEE may use up to 12.5 percent of their CAP Incentives for program administration and implementation activities as required by the Grant Agreement. Implementation funding (12.5 percent of the total CAP Incentive grant funds) can be a combination of the direct and indirect

project costs; however, the total indirect project costs cannot exceed 4 percent of the total CAP Incentives.

3. **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.

4. **Assignment**: This Grant Agreement is not assignable by the GRANTEE, either in whole or in part, without the consent of CARB.

5. **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. Additional grant funds may be added through amendment to this agreement if a portion has been withheld pending the fourth cap and trade auction in the 2018–19 fiscal year.

6. **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.

7. **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.

8. **Conflict of Interest**: The GRANTEE certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

9. **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.

10. **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 and low-income populations of the State.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Interest:** The GRANTEE shall maintain accounting records of interest earned on funds from the CAP Incentives separate from other incentive funds. The calculation of interest earned must be based on a daily balance or some reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program, and must be consistent with how it is calculated for the GRANTEE's other fiscal programs. Interest earned shall only be used for eligible grant-related expenses as outlined in the guidelines specified in this agreement. Earned interest must be fully expended or returned to CARB if it is not used by the end of the grant performance period. The GRANTEE will report in the Yearly Report interest earned on all CAP incentives during the previous fiscal year. Documentation of the interest earned must be retained for a minimum of three years following its generation and liquidation. Interest earned by the GRANTEE during each previous fiscal year shall be reported to CARB annually.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 these CAP Incentives by **May 19, 2020**.

24. **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.

25. **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 need to quickly reduce emissions in disadvantaged and low-income communities, with full consideration of the guidelines and liquidation deadlines specified in this agreement.

26. **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.

27. **Incorporated Documents:** The 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. District's Policies and Procedures Manual (Refer to requirements in *Carl Moyer Program 2017 Guidelines* and for the *Community Air Protection Incentives 2019 Guidelines* approved by CARB).
 - b. As applicable, *Carl Moyer Program 2017 Guidelines*, the *Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines*, the *Community Air Protection Incentives 2019 Guidelines*, *Proposition 1B Goods Movement Emission Reduction Program 2015 Guidelines*, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.
 - c. *Funding Guidelines for Agencies that Administer California Climate Investments* (August 2018 and succeeding revisions).
 - d. Community Air Protection Incentives Grant Disbursement Request Form.
1. **Disbursement Deadline:** The Fiscal Year 2018-19 CAP Incentives specified in this Grant Agreement must be disbursed by June 30, 2020. Grant disbursement requests can be submitted by the GRANTEE to CARB any time after the Grant Agreement is fully executed. The Grantee must submit a completed Community Air Protection Incentives Grant Disbursement Request Form no later than **May 1, 2020** to ensure adequate time for processing prior to the end of the fiscal year.
2. **Liquidation and Return of Funds:** CAP Incentives not liquidated by June 30, 2022 must be returned to CARB by September 28, 2022. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
28. **Program Audit:** The GRANTEE agrees that CARB, the Department of General Services, Department of Finance, State Controller's Office, 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. The 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. The 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, the GRANTEE agrees to include similar right of the State to audit records and interview staff in any grant related to performance of this agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Barbara Moed 5-19-2020

DEPARTMENT HEAD DATE

BARBARA A. MOED, APCO

Budgeted: ☐ Yes ☒ No

Budget Unit: 0327

Line Item: 82-5490 Other State Revenue

Grant: ☒ Yes ☐ No

Grant No.: G18-MCAP-25

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Air Resources Board

P.O. Box 2815

Sacramento, CA 95812

COUNTY OF MENDOCINO

By: *John Haschak*

JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

MAY 20 2020

Date: _____

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Sandra Demko*
Deputy MAY 20 2020

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: *Sandra Demko*
Deputy MAY 20 2020

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: *Matthew Kiedrowski*
Deputy

Date: _____

5/19/2020

INSURANCE REVIEW:

By: *Carmel J. Angelo*
R

Date: 5/19/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy

Date: 5/19/2020

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: _____