



BOARD AGENDA FACT SHEET

Air Pollution Control District
Department /Agency

April 9, 2019
Requested Board Date

1. Request:

Board Approval	<input checked="" type="checkbox"/>	Information Only/Presentation	<input type="checkbox"/>
Other (specify) _____	<input type="checkbox"/>	Schedule Hearing Time: _____	<input type="checkbox"/>

2. Requested Action: *Type requested action below*

Requesting the Air Pollution Control District Board of Directors to take following actions to approve Air Pollution Control District to:

1. Ratification of a grant application to the AB617 Community Air Protection Program 2018-2019 (CAPP);
2. Approve resolution accepting the AB617-CAPP 2018-2019 grant; and
3. Authorize the chairman of the ICAPCDB to execute the AB617-CAPP 2018-2019 grant agreement.

3. Cost \$ NA Source: NA

4. If approval of Contract, reviewed/approved by County Counsel on: NA

By: NA Action Request NA
Assigned by County Counsel's Office

5. If approval of position allocation change, approved by Human Resources on: NA

By: NA

6. Electronic copy submittal date: April 4, 2019 By: Mary Walla

[Signature]

Department Head/Agency Representative

INSTRUCTIONS: Back-up must be submitted 11 BUSINESS days prior to requested date. Back-up submitted must contain an Original and 6 copies. Copies must be submitted double sided and three (3) hole punched. Back-up must be submitted in a PDF format to cobstaff@co.imperial.ca.us.

CEO/CLERK USE ONLY:

DATE STAMP

RECEIVED

APR 04 2019

County Executive Office

REVISED

BOARD DATE: 04/09/19

Action _____ Filing _____

Consent X Presentation _____

Hearing _____ CEO Approval _____

Other (specify) _____

[Signature] 04/04/19
CEO Date



April 9, 2019

Honorable Board of Directors
County Administration Center
940 W. Main Street, Suite 209
El Centro, CA 92243

Requested Action:

1. Ratification of a grant application to the AB617 Community Air Protection Program 2018-2019 (CAPP);
2. Approve resolution accepting the AB617-CAPP 2018-2019 grant; and
3. Authorize the chairman of the ICAPCDB to execute the AB617-CAPP 2018-2019 grant agreement.

Background:

In response to Assembly Bill (AB) 617 (C. Garcia, Chapter 136, Statutes of 2017), the California Air Resources Board (CARB) established the Community Air Protection Program (CAPP). The Program's focus is to reduce exposure in communities most impacted by air pollution. The Imperial County Air Pollution Control District (ICAPCD) in partnership with Comite Civico del Valle (CCV) submitted a nomination to CARB for the communities of El Centro, Heber, and Calexico, and this corridor was selected CAPP community. AB 617 is designed to implement a strategy to reduce emissions of toxic air contaminants and criteria pollutants in environmental justice communities affected by a high cumulative exposure burden, and provide education to these communities to increase awareness on air quality matters. In coordination with Comite Civico del Valle (CCV), the ICAPCD is the responsible agency for administering AB 617 activities, including but not limited to the implementation of the Community Emissions Reduction Program and Community Air Monitoring Plan (Program(s)) in the El Centro, Heber, and Calexico Corridor.

Fiscal Impact: No fiscal impact to the General Fund. The appropriation of accounts for this grant will be completed during the budget process as grant funds will be available for expenditure around June 2019.

The APCD thanks you for your review and consideration of these requested actions.

Respectfully Submitted, *Mr.*


Matt Dessert
Imperial County APCO

cc: Tony Rouhotas, County Executive Officer
Katherine Turner, County Counsel
Enc.



March 5, 2019

RECEIVED

MAR 07 2019

**AIR POLLUTION
CONTROL DISTRICT**

Mr. Matt Dessert
Air Pollution Control Officer
Imperial County Air Pollution Control District
150 South 9th Street
El Centro, California 92243

Dear Mr. Dessert:

I am pleased to inform you that Imperial County Air Pollution Control District has been approved for a grant under the Community Air Protection Program for Fiscal Year 2018-2019 from funding provided by Senate Bill 856 (Committee on Budget and Fiscal Review, Chapter 30, Budget Act of 2018). This grant award is for related expenses necessary for implementation of Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017). The grant award amount is consistent with the allocation approved by the California Air Pollution Control Officers Association (CAPCOA) Board on December 12, 2018. Enclosed for your consideration is the Grant Agreement, including:

- ◆ Three copies of the Grant Agreement cover sheet, which indicates your grant amount and any applicable Special Terms and Conditions;
- ◆ One copy of Exhibit A, Grant Provisions for Fiscal Year 2018-2019 Community Air Protection Program grants;
- ◆ One copy of Exhibit B, General Terms and Conditions for Fiscal Year 2018-2019 Community Air Protection Program grants;
- ◆ One copy of the Grant Disbursement Request Form; and
- ◆ One copy of the Advance Payment Request Form.

To accept your grant award, please:

- **Add authorized signature and date to all copies of the cover sheet.**
- **Return all cover sheets, along with a Board Resolution or minute order accepting the funds as soon as possible but no later than May 1, 2019, to:**

Ms. Andrea Juarez
California Air Resources Board
Office of Community Air Protection
9480 Telstar Avenue, Suite 4
El Monte, California 91731

Mr. Matt Dessert
March 5, 2019
Page 2

- Retain the Grant Provisions (Exhibit A) and General Terms and Conditions (Exhibit B) for District's reference.

These funds are available for encumbrance or expenditure until June 30, 2019 and are available for liquidation until June 30, 2021.

Within 30 days of receiving this letter, it is kindly requested you confirm acceptance or non-acceptance of funds by contacting Ms. Andrea Juarez at (626) 450-6158 or via email at andrea.juarez@arb.ca.gov.

If the cover sheets and Board Resolution (or minute order) are not received by May 1, 2019, the California Air Resources Board will work with CAPCOA to reallocate these funds prior to June 30, 2019.

Please note that the Federal Employer Identification Number (FEIN) has been included in the cover sheet based on information in our records. Please confirm if it is correct, and notify Ms. Andrea Juarez if a change is needed.

If you would like to receive advance payment of the funds, also complete, sign and return both the Grant Disbursement Request Form and the Advance Payment Request Form to Ms. Andrea Juarez. You can also choose to request disbursement after the work is completed and can submit the Grant Disbursement Request Form at that time.

Thank you for participating in the Community Air Protection Program and for your commitment to clean air. After final signature by the California Air Resources Board, one copy of the cover sheet will be returned to you. If you have any questions, or need additional copies of the forms, please contact Ms. Andrea Juarez at (626) 450-6158 or via email at andrea.juarez@arb.ca.gov.

Sincerely,



Heather Arias
Branch Chief
Community Planning Branch
Office of Community Air Protection

Enclosures

Mr. Matt Dessert
March 5, 2019
Page 3

RECEIVED

cc: Andrea Juarez
Air Pollution Specialist
Office of Community Air Protection

MAR 07 2019
AIR POLLUTION
CONTROL DISTRICT

Tung Le
Executive Director
California Air Pollution Control Officers Association

Mr. Matt Dessert
March 5, 2019
Page 4

bcc: Karen Magliano, OCAP
David Salardino, OCAP
Karen Buckley, OCAP
Craig Segall, OLA
Deborah Kerns, OLA
Pam Biggins, ASD
Brandy Hunt, ASD
Lisa Macias, ASD

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G18-CAPP-12

NAME OF GRANT PROGRAM Community Air Protection Program		RECEIVED
GRANTEE NAME Imperial County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000924	TOTAL GRANT AMOUNT NOT TO EXCEED \$2,000,000.00	MAR 07 2019
FISCAL GRANT TERM FROM: February 1, 2019	TO: April 1, 2021	AIR POLLUTION CONTROL DISTRICT
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: February 1, 2019	TO: September 28, 2021	

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

Total Community Air Protection Program Implementation Funds:
 Special Terms and Conditions (if applicable): Grant is contingent on CARB receipt by June 30, 2019 of Board Resolution or minute order authorizing the District to accept the funding and signed cover sheet.

Exhibit A - Grant Provisions

- Exhibit A, Attachment 1 – Air District Advance Payment Request Form
- Exhibit A, Attachment 2 – Community Air Protection Program Grant Disbursement Request Form
- Exhibit B, 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.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Imperial County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Administrative Services Branch Chief, CARB	DATE	TITLE Air Pollution Control Officer	DATE
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 150 South 9th Street, El Centro, California 92243	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$2,000,000.00	FISCAL YEAR/PROGRAM 2018-19 / 3530	FUND TITLE Air Pollution Control Fund	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$2,000,000.00	ITEM 3900-101-0115	CHAPTER 30	STATUTE 2018
	FISCAL YEAR 2018-19		
	OBJECT OF EXPENDITURE 0500-702-59501		
<i>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.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:		DATE 2/14/19	
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:		DATE 3/1/19	

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G18-CAPP-12

NAME OF GRANT PROGRAM Community Air Protection Program	
GRANTEE NAME Imperial County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000924	TOTAL GRANT AMOUNT NOT TO EXCEED \$2,000,000.00
FISCAL GRANT TERM FROM: February 1, 2019	TO: April 1, 2021
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: February 1, 2019	TO: September 28, 2021

RECEIVED

MAR 07 2019

AIR POLLUTION CONTROL DISTRICT

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

Total Community Air Protection Program Implementation Funds:

Special Terms and Conditions (if applicable): Grant is contingent on CARB receipt by June 30, 2019 of Board Resolution or minute order authorizing the District to accept the funding and signed cover sheet.

Exhibit A - Grant Provisions

Exhibit A, Attachment 1 – Air District Advance Payment Request Form

Exhibit A, Attachment 2 – Community Air Protection Program Grant Disbursement Request Form

Exhibit B, 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.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Imperial County Air Pollution Control District	
SIGNATURE OF CARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Administrative Services Branch Chief, CARB	DATE	TITLE Air Pollution Control Officer	DATE
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 150 South 9 th Street, El Centro, California 92243	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$2,000,000.00	FISCAL YEAR/PROGRAM 2018-19 / 3530	FUND TITLE Air Pollution Control Fund	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$2,000,000.00	ITEM 3900-101-0115	CHAPTER 30	STATUTE 2018
	FISCAL YEAR 2018-19		
	OBJECT OF EXPENDITURE 0500-702-59501		
<i>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.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:		DATE 2/14/19	
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:		DATE 3/1/19	

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G18-CAPP-12

NAME OF GRANT PROGRAM Community Air Protection Program		RECEIVED
GRANTEE NAME Imperial County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000924	TOTAL GRANT AMOUNT NOT TO EXCEED \$2,000,000.00	MAR 07 2019
FISCAL GRANT TERM FROM: February 1, 2019	TO: April 1, 2021	AIR POLLUTION CONTROL DISTRICT
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: February 1, 2019	TO: September 28, 2021	

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

Total Community Air Protection Program Implementation Funds:
 Special Terms and Conditions (if applicable): Grant is contingent on CARB receipt by June 30, 2019 of Board Resolution or minute order authorizing the District to accept the funding and signed cover sheet.

- Exhibit A - Grant Provisions
 Exhibit A, Attachment 1 – Air District Advance Payment Request Form
 Exhibit A, Attachment 2 – Community Air Protection Program Grant Disbursement Request Form
 Exhibit B, 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.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Imperial County Air Pollution Control District		
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)		
TITLE Administrative Services Branch Chief, CARB	DATE	TITLE Air Pollution Control Officer	DATE	
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 150 South 9th Street, El Centro, California 92243		
CERTIFICATION OF FUNDING				
AMOUNT ENCUMBERED BY THIS AGREEMENT \$2,000,000.00	FISCAL YEAR/PROGRAM 2018-19 / 3530		FUND TITLE Air Pollution Control Fund	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$2,000,000.00	ITEM 3900-101-0115	CHAPTER 30	STATUTE 2018	FISCAL YEAR 2018-19
OBJECT OF EXPENDITURE 0500-702-59501				
<i>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.</i>				
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:			DATE 2/14/19	
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>				
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:			DATE 3/1/19	

Exhibit A

<p style="text-align: center;">California Air Resources Board (CARB) Community Air Protection Program GRANT AGREEMENT Fiscal Year 2018-2019</p>

Grant Provisions:

1. **Community Air Protection Program:** This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).
2. **Reporting:**
 - A. **Annual Reports:** Grantee must submit annual reports to CARB beginning one year after full grant execution and continue annually through the end of the grant term, or until all funds have been liquidated. Reports, at a minimum, must include:
 - i. Report number, title, name of Grantee, date of submission, and grant number;
 - ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.
 - iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.
 - iv. Summary of work completed and in progress since the last progress report;
 - v. Grant funds remaining and expended; and
 - vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.
 - B. **Final Report:** Grantee must submit a Final Report to CARB by April 1, 2021 or upon request for disbursement of all remaining funds, whichever is earlier. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Program Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee.

Exhibit A

3. Program Funding:

A. Advance Payment:

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.
 - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

Exhibit A

- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
- j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 2 Reporting of this grant agreement.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2021 or the reversion date of the appropriation.

B. Grant Disbursements:

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:

1. A fully executed Grant Agreement Cover Sheet; and
2. Grant Disbursement Request Form included as Attachment 2. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.
3. The Grantee must mail completed Grant Disbursement Requests to the CARB Community Air Protection Program Liaison, Ms. Andrea Juarez, or Program designee. Correspondence regarding this grant agreement shall be directed to:

Ms. Andrea Juarez
California Air Resources Board
Office of Community Air Protection
9480 Telstar Avenue, Number 4
El Monte, California 91731

Exhibit A

Grant payments are subject to CARB's approval of Annual Reports.

- ii. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.
- iii. Any disbursement will take into consideration whether an advance payment had been received.

C. **Earned Interest, Returned and Recaptured funds:** "Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

- i. Such funds must be reported to CARB.
- ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
 1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
 2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;
 3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and
- iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2021, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2021, whichever comes first.
- iv. Documentation of expenditure made on those funds or returned to CARB must be:
 1. Retained for a minimum of three years after it is generated; and
 2. Provided to CARB in Annual Reports and Final Report.

4. **Grant Amendment:** Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

Exhibit B

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 CARB.
3. **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.
4. **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.
5. **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.
6. **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.
7. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
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 populations and low-income populations of the

Exhibit B

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. **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.

Exhibit B

18. **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.
19. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
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 programs 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 Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2018-2019 by May 1, 2019.
24. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion 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 expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
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. **Disbursement Deadline:** The Fiscal Year 2018-2019 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2019. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2021 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

Exhibit B

28. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2021 must be returned by September 28, 2021. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

**Office of Community Air Protection
 Exhibit A, Attachment 2
 COMMUNITY AIR PROTECTION PROGRAM
 GRANT DISBURSEMENT REQUEST FORM**

General Information				
Grantee Name		Grant Number		
Contact Person		Amendment #		
Mailing Address		Fiscal Year		
Phone Number		Disbursement #		
FAX Number				
Disbursement Request				
	Grant Amount	Total Previous Disbursement	This Request	Remaining Balance
Program Funds				

Documentation attached for disbursement justification:

Attachments: _____

I certify under penalty of perjury that the information contained in this Grant Disbursement Request Form and all attachments is correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm this information.

Authorized Official

Print Name

Title

Signature

Date

FOR STATE USE ONLY

Date Request Received by CARB:

Date to Accounting:

Date to SCO:

CARB Project Liaison Approval

Print Name

Signature

Date

Grant Manager Approval

Print Name

Signature

Date

**Financial Operations Branch
 Approval**

Print Name

Signature

Date

Total Disbursement:

Fund:

PCA:



Exhibit A, Attachment 1

Air District Advance Payment Request Form

Air District:		Date:
Contact Name:		Phone:
Email Address:		Program:

Advance Amount Requested	\$
---------------------------------	-----------

Please check box if small District.

All Districts Certify:

- The District shall have no outstanding material financial audit findings related to any of the Funds eligible for Advance Payment.
- The District shall not provide advance payment to any other entity.
- All unused funds shall revert back to the state if not liquidated within the timeline specified in the grant agreement.

Large Districts must complete the additional information below and provide accompanying documents:

- A Spending Plan shall be submitted to CARB for review of Advance Payment moneys requested. The Spending Plan includes:
 - The District fund balance for all state grant programs
 - The District approved list of projects and entities
 - Project schedules, milestones and timelines
 - Any and all other information requested by CARB
- The District shall report to CARB material changes to the Spending Plan within 30 days

I hereby certify that I am the duly appointed, qualified, and acting officer of the herein named California Air District and that the information provided is in all respects true and correct.

Air District/Grantee Requester (Signature):	Date:
Printed Name:	Title:
CARB Approver (Signature):	Date:
Printed Name:	Title:

**RESOLUTION OF THE DISTRICT BOARD OF THE IMPERIAL COUNTY
AIR POLLUTION CONTROL DISTRICT DELEGATING AUTHORITY TO
THE AIR POLLUTION CONTROL OFFICER TO PARTICIPATE IN AND ACCEPT
FUNDING FROM THE CALIFORNIA AIR RESOURCES BOARD'S (CARB)
COMMUNITY AIR PROTECTION PROGRAM**

RESOLUTION NO. _____

WHEREAS, in September 2017, Governor Brown signed into law Assembly Bill (AB) AB 617 (C. Garcia, Chapter 136, Statutes of 2017), which provides a new vision and call to action to ensure that all communities benefit from California's clean air program;

WHEREAS, in response to AB 617, the California Air Resources Board (CARB) established the Community Air Protection Program (CAP Program) which will focus on reducing exposure in communities most impacted by air pollution;

WHEREAS, the Imperial County Air Pollution Control District (District) is the local agency with the primary responsibility for the development, implementation, monitoring and enforcement of air pollution control strategies; and

WHEREAS, CARB pursuant to AB 617 will provide grant funds to support local air district's implementation of the CAP Program by, among other activities, selecting locations, deploying community air monitoring systems, developing and expedited schedule for requiring best available retrofit control technology, developing Community Emission Reduction Programs which include efforts to improve community capacity to participate in the process, determining the proportional contribution of sources to air pollution exposure, developing District rules/policies and staff support;

WHEREAS, the District has or will have expenses qualifying for funding through the current and any future Community Air Protection Program Cycles;

NOW, THEREFORE, BE IT RESOLVE that the Imperial County Air Pollution Control Board of Directors, hereby approve the District's participation in the CAP program, and the acceptance of funds allocated and awarded to the District for the CAP Program implementation for the current and any future Community Air Protection Program cycles in accordance with the terms and conditions of the Community Air Protection Program grant agreements; and

BE IT FURTHER RESOLVED that the Air Pollution Control Officer of the Imperial County Air Pollution Control District is authorized to execute on behalf of the District grant agreement with CARB, and all other related documents needed to implement and carry out the purpose of this Resolution to secure grant funds to implement any qualified expenses; and

PASSED AND ADOPTED by the Board of Supervisors, County of Imperial, State of California, this _____ day of _____, 2019 by the following roll call vote:

Ryan E. Kelley,
Chairman of the District Board

ATTEST:

Blanca Acosta,
Clerk of the District Board