




Agenda Date: June 21, 2018
Agenda Placement: Regular
Estimated Time: 15 minutes
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Molly Pearson, Manager, Technology & Environmental Assessment Division
(961-8838)

SUBJECT: District Grants for Community Air Protection

RECOMMENDATION:

1. Receive a report on California Assembly Bill (AB) 617, the California Air Resources Board's (CARB) Community Air Protection Program, and the District's efforts to implement the provisions of the bill that apply to our region; and
2. Approve the attached resolution resulting in the following actions:
 - a. Authorize the District's participation in CARB's Community Air Protection Program; and
 - b. Delegate authority to the Air Pollution Control Officer to enter into the following agreements with CARB:
 - i. Grant Agreement for the Carl Moyer Memorial Air Quality Standards Attainment Program – Community Air Protection Funds; and
 - ii. Grant Agreement for the Community Air Protection Program.

BACKGROUND:

Assembly Bill 617 (C. Garcia) was signed into law in September 2017. In response to this legislation, CARB created the Community Air Protection Program. The Program's focus is to reduce exposure in communities most impacted by air pollution. CARB staff has been working

with local air districts, community groups, community members, environmental organizations, and regulated industries to develop a new community-focused action framework for community air protection. The effort includes community air monitoring in some areas, community emissions reduction programs, early actions to address localized air pollution through targeted incentive funding to deploy cleaner technologies in these communities, and grants to support community participation in the AB 617 process. AB 617 also includes new requirements for accelerated retrofit of pollution controls on industrial sources, increased penalty fees, and greater transparency and availability of air quality and emissions data.

DISCUSSION:

The AB 617 legislation and CARB's Community Air Protection Program are broad in scope and will benefit the health of communities throughout the state. The District is involved in several activities related to this program, and will continue to be in the coming years.

AB 617 in Santa Barbara County

The following is a brief description of the applicability of this important legislation to the District and Santa Barbara County.

1. *Community Identification and Selection:* the CARB Office of Community Air Protection has established a framework whereby air districts, or communities themselves, can be recommended to CARB for selection as communities with a heavy pollution burden. CARB is in the process of collecting this information and prioritizing approximately 10 communities for the first round of funding to develop emission reduction plans and community monitoring programs. Because communities in Santa Barbara do not have as high a level of pollution burden as some other regions in the state, the District did not recommend any communities at this time. District staff will continue to follow this effort, and consider whether any Santa Barbara County communities should be recommended in future years.
2. *Community Air Protection Grants:* the state Budget Act of 2017 allocated \$250 million of incentive funding to accelerate the deployment of cleaner technologies. This funding will be allocated to districts for Community Air Protection Grants through the Carl Moyer Program. These grant funds are required to be allocated to the most disadvantaged communities of Santa Barbara County. The District's tentative funding allocation is \$655,001, and the attached resolution will approve the District's participation in the program.
3. *Emissions Reporting:* the legislation establishes a new statewide reporting system for criteria and toxic air pollutants for large sources subject to the State's Mandatory Greenhouse Gas Reporting Regulation, and for additional sources determined by the District's implementation of the Air Toxics Hot Spots Information and Assessment Act (AB 2588). The District is currently participating in a working group with CARB and other air districts to provide input on this process.

4. *Control Technology*: the legislation requires nonattainment air districts to require best available retrofit control technology (BARCT) for industrial sources subject to the State's Cap and Trade program. Air districts are required to develop an expedited schedule for implementation of BARCT by January 1, 2019, and to implement that schedule not later than December 31, 2023. The District is nonattainment-transitional for the state ozone standard, and nonattainment for the state PM10 standard.
5. *Increased Penalties*: upon enactment, the legislation increased the maximum for criminal and civil penalty amounts for generally applicable air district violations (from \$1,000 to \$5,000), and also added an annual Consumer Price Index adjustment for maximum penalties effective January 1, 2018.

Community Air Protection Grant Program

Upon approval of the attached resolution, the District will enter into a grant agreement with CARB to receive incentive funding for Community Air Protection grants. The grant funding requires the District to identify high priority communities within disadvantaged and low income areas, and conduct targeted outreach to individuals and organizations within those communities to determine what types of projects would benefit those communities.

Using tools and guidance provided by CARB and the California Environmental Protection Agency, such as CalEnviroScreen 3.0 and other tools and maps, District staff reviewed data for communities in Santa Barbara County and identified several regions that have low income populations as well as a higher pollution burden. The target communities are generally Guadalupe, Santa Maria, Lompoc, and the lower Eastside portion of Santa Barbara.

Community Outreach

In order to satisfy requirements of this funding source, the District conducted extensive outreach to these communities to solicit input on what types of grant projects should be implemented. A web page was developed to be a centralized location for program information at www.ourair.org/community-air. A questionnaire was developed, used at public events, and made available online. In April, the District issued a news release announcing the program and making the public aware of the funding opportunities and upcoming events where input could be provided. The news release was distributed to our subscription list, local media, schools, city administrators, chambers of commerce, and community groups in the targeted communities. Other outreach materials were developed in both English and Spanish, and are attached to this Board letter.

In order to solicit input within the targeted communities, District staff attended several events in April, May and June. These events included:

- Cottage Hospital Earth Day (April 19)
- Santa Barbara Earth Day Festival (April 21-22)
- Lompoc SpringFest (April 21)
- Guadalupe Earth Day (April 22)
- Marian Medical Center Earth Day (April 26)
- Santa Barbara Eastside Disaster Readiness Fair (April 28)

- Santa Maria Rodeo Parade Street Fair (June 2).

At these events, community members were asked to fill out the Community Air Protection questionnaire. The events were also an opportunity for the District to inform the public of other funding and community programs, and answer general questions about air quality.

Your Board was provided a briefing on this effort at the March 2018 Board Hearing, and the new Community Air Protection grant program was introduced as part of the District's grant program review at the May 2018 Board Hearing. Advertisements were placed in all of the public transit buses that operate in the Guadalupe, Santa Maria, and Lompoc regions (SMAT, COLT, and Guadalupe Flyer buses).

Questionnaire Results

After the outreach events were conducted, District staff compiled the results of the Community Air Protection questionnaires. Approximately 504 questionnaires were completed, including in print and online. Participants included 488 individuals; approximately 306 of those individuals lived within the targeted communities. Sixteen representatives of business or organizations also completed the questionnaire. Responses indicated that some of the communities' top air quality concerns were related to exhaust from trucks and cars, living near freeways, children with asthma, and wildfires. Other write-in concerns included leaf blowers, cigarette smoking, pesticide exposure, cannabis smoke and odors, emissions from marine shipping, and impacts related to fossil fuel production and processing.

The questionnaire responses indicated that community members supported all of the potential grant projects listed in the questionnaire; however, some project types were higher priority than others. All of the targeted communities indicated strong support for projects that clean up heavy-duty on-road vehicles such as trucks and buses, including school buses. Some communities also showed strong support for agricultural equipment, construction equipment, and zero emission vehicle projects. CARB's Community Air Protection grant program requires that zero emission vehicle and infrastructure projects be prioritized, whenever feasible.

Upon Board approval, District staff recommends implementing a Santa Barbara County Community Air Protection grant program based on the input received above. District staff would proceed with a solicitation for projects and would screen all projects for applicability and funding potential using the Carl Moyer 2017 Guidelines, as well as the CARB's recently adopted Community Air Protection Supplement to the Carl Moyer Program 2017 Guidelines. Based on community input and project funding requirements, zero-emission school bus projects are likely candidates for funding, and received broad community support. There are zero emission school buses available on the market, and other regions have successfully deployed zero emission school buses in their communities. The Moyer guidelines also allow for funding of fueling infrastructure for these vehicles. Other project types such as other heavy-duty vehicles, agricultural equipment, and construction equipment, also had community support. District staff recommends participation in the program, allowing for all of project types available under the Moyer guidelines and supplement, with priority given to the projects that had the most support within those communities (i.e., school buses and off-road equipment).

Other AB 617 Efforts

Upon approval of the attached resolution, the District will be also be able to enter into a grant agreement with CARB to receive grant funding to cover the District's efforts in implementing other aspects of AB 617, as discussed previously in this letter.

In summary, District staff recommends that your board approve the District's participation in the CARB Community Air Protection Program, accept the funds to implement the grant program and fund other District efforts under AB 617, and authorize the Air Pollution Control Officer to enter into grant agreements with CARB accordingly.

FISCAL IMPACT:

Approval of the District's participation in CARB's Community Air Protection Program will allow the District to receive up to \$655,000 in grant funding during the Fiscal Year 2018-19, with a portion of that funding (6.25%, \$40,937) available to cover the District's administrative work to implement the grant program. The District is not required to provide any local matching funds to receive these CARB funds. CARB requires that the Community Air Protection Program grant funds be expended by June 30, 2021.

Approval of the program will also allow receipt of up to \$74,432 to support the District's efforts to implement other aspects of AB 617 associated with community engagement, emissions reporting, and control technologies. The Community Air Protection grant funds are included in the District's proposed final budget for Fiscal Year 2018-19.

ATTACHMENTS:

- 1) Board Resolution – District Grants for Community Air Protection
- 2) Outreach Materials for AB 617 Community Air Protection

ATTACHMENT 1

Board Resolution – District Grants for Community Air
Protection

June 21, 2018

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT**

IN THE MATTER OF DISTRICT GRANTS
FOR COMMUNITY AIR PROTECTION

APCD RESOLUTION NO. _____

RECITALS

WHEREAS, the California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board to allocate Carl Moyer Memorial Air Quality Standards Attainment Program funds to local air quality districts to provide financial incentives to both the public and private sector to implement eligible projects to reduce emissions from on-road and off-road engines; and

WHEREAS, The Santa Barbara County Air Pollution Control District (District) has successfully implemented Carl Moyer Program projects since 1999 to improve air quality in the South Central Coast Air Basin and seeks to reduce emissions from diesel engines through clean air projects; and

WHEREAS, section 44391.2 was added to the Health and Safety Code when Governor Brown signed Assembly Bill 617 (C. Garcia), which requires a new state program to monitor and reduce air pollution, with the intention of targeting communities affected by high cumulative exposure burdens for toxic air contaminants and criteria air pollutants; and

WHEREAS, Assembly Bill 617 contains several elements that require participation and action on the part of local air districts, including but not limited to the identification and selection of communities, emission reduction plans and programs, air monitoring plans, reporting of air pollutant emissions, assessment and implementation of best available retrofit control technology requirements, and public outreach to communities; and

APCD RESOLUTION IN THE MATTER OF DISTRICT GRANTS FOR
COMMUNITY AIR PROTECTION

WHEREAS, the Budget Act of 2017 (Assembly Bill 134) appropriates \$255 million from the Greenhouse Gas Reduction Fund to the California Air Resources Board as “Community Air Protection” funds, and provides authority to the California Air Resources Board, in consultation with air districts, to apply \$250 million to achieve early actions that comply with the strategy and community action programs established pursuant to Assembly Bill 617; and

WHEREAS, the California Air Resources Board passed resolution 18-15 that approves the use of the Community Air Protection Supplement to the Carl Moyer Program 2017 Guidelines, along with the Carl Moyer Program 2017 Guidelines, for all projects funded with Community Air Protection funds allocated by the Budget Act of 2017. Resolution 18-15 also requires that these funds be distributed in a way that prioritizes communities most impacted by cumulative pollution burden, should focus on vehicles and related equipment that actually operate in the community, and that funding incentives should prioritize zero emission vehicles or infrastructure whenever feasible; and

WHEREAS, the District is identified to receive Community Air Protection funds from the California Air Resources Board through the Carl Moyer Memorial Air Quality Standards Attainment Program, to implement grant projects that benefit communities most impacted by cumulative pollution burden, focused in particular on vehicles and equipment that actually operate in those communities, and also to fund the District’s efforts to implement other aspects of Assembly Bill 617; and

WHEREAS, District Board Resolution 09-14 delegates authority to the Air Pollution Control Officer to execute individual grant agreements that meet specified parameters, including an authorized overall grant program with an authorized overall budget, established cost-effectiveness limits, and the use of a standard District grant agreement; and

WHEREAS, District Board Resolution 18-03 establishes cost-effectiveness limits for authorized Innovative Technology Group Carl Moyer Programs; these limits are occasionally updated by the District Board; and

APCD RESOLUTION IN THE MATTER OF DISTRICT GRANTS FOR
COMMUNITY AIR PROTECTION

WHEREAS, the District is not required to provide match funds for the Community Air Protection grant projects, and the Community Air Protection Program funding includes funds to cover the District's implementation of the grant program; and

WHEREAS, District staff reviewed Santa Barbara County data using several sources and tools recommended by the California Air Resources Board, including CalEnviroScreen 3.0 and other tools, and determined which regions to prioritize for Community Air Protection outreach and potential projects; and

WHEREAS, the District conducted outreach to those priority communities, including a news release, print and online questionnaires, attendance and tables at several events in the communities, and discussion at public meetings, to solicit input on what types of Community Air Protection grant projects would benefit those communities. Based on the District's outreach, all of the project types received some level of community support. The project types with the highest level of support in the high priority regions were school buses, heavy-duty trucks, farm equipment, construction equipment, and zero emission vehicles.

WHEREAS, the Community Air Protection grant funds must be expended by June 30, 2021.

WHEREAS, the Community Air Protection grant funds are included in the District's proposed final budget for Fiscal Year 2018-19.

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The District Board hereby approves the District's participation in the California Air Resources Board's Community Air Protection Program, and acceptance of funds to implement both the grant program and District costs for implementation of other Assembly Bill 617 implementation efforts.
2. The District Board hereby delegates authority to the Air Pollution Control Officer to execute, on behalf of the District, a grant agreement with the California Air Resources Board for the Carl Moyer Memorial Air Quality Standards Attainment Program -

APCD RESOLUTION IN THE MATTER OF DISTRICT GRANTS FOR
COMMUNITY AIR PROTECTION

Community Air Protection Funds, included as Attachment 1 to this resolution, and all other necessary documents to implement and carry out the purposes of this resolution.

3. The District Board hereby delegates authority to the Air Pollution Control Officer to execute, on behalf of the District, a grant agreement with the California Air Resources Board to implement the Community Air Protection Program, included as Attachment 2 to this resolution, and all other necessary documents to implement and carry out the purposes of this resolution.

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APCD RESOLUTION IN THE MATTER OF DISTRICT GRANTS FOR
COMMUNITY AIR PROTECTION

PASSED, APPROVED AND ADOPTED by the Air Pollution Control District Board of
the Santa Barbara County, State of California, this 21st day of June, 2018, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

ATTEST:

AERON ARLIN GENET
Clerk of the Board

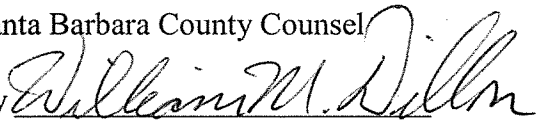
By _____
Deputy

By _____
Chair

Date _____

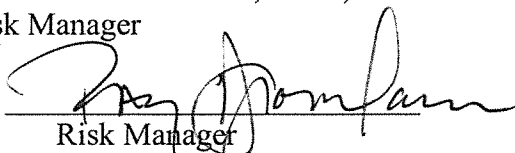
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By 
Deputy

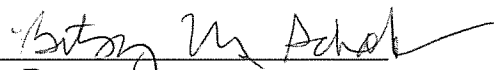
APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
Risk Manager

By 
Risk Manager

APPROVED AS TO FORM:

THEODORE A. FALLATI, CPA, CPFO
Auditor-Controller

By 
Deputy

Resolution in the Matter of
District Grants for Community Air Protection

ATTACHMENT #1

Grant Agreement for the Carl Moyer Memorial Air Quality
Standards Attainment Program – Community Air Protection
Funds

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Carl Moyer Memorial Air Quality Standards Attainment Program – Community Air Protection Program Year 20		GRANT NUMBER G17-MCAP-09
GRANTEE NAME Santa Barbara County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0384167	TOTAL GRANT AMOUNT NOT TO EXCEED \$655,000.00	
FISCAL GRANT TERM FROM: May 15, 2018		TO: April 30, 2019
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: May 15, 2018		TO: December 31, 2021

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 Santa Barbara County Air Pollution Control District (the "Grantee").

Project Funds: \$614,063.00
 Administration Funds: \$40,937.00
 Total Grant Award: \$655,000.00
 Required District Match (If applicable): None
 Special Terms and Conditions: Grant is contingent on CARB receipt by June 30, 2018 of a Board Resolution or Minute Order to accept these funds and administer them consistent with Moyer 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.

California Air Resources Board SIGNATURE OF CARB'S AUTHORIZED SIGNATORY:		GRANTEE'S NAME (PRINT OR TYPE) Santa Barbara County Air Pollution Control District	
TITLE Administrative Services Branch Chief, CARB		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
DATE	TITLE	DATE	
GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)			

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$655,000.00	FISCAL YEAR/PROGRAM 2017-18 / 3530 (Community Air Protection Program)			FUND TITLE Greenhouse Gas Reduction Fund
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$655,000.00	ITEM 3900-101-3228	CHAPTER 254	STATUTE 2017	FISCAL YEAR 2017-18
OBJECT OF EXPENDITURE 6100-702-88501				

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:	DATE 5/7/18
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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 5/8/18
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Exhibit A

**California Air Resources Board
Carl Moyer Memorial Air Quality Standards Attainment Program
GRANT AGREEMENT
Fiscal Year 2017-18 – AB 617 Community Air Protection Funds**

General Terms and Conditions:

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing Greenhouse Gas Reduction Funds through the Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer Program) to support early actions 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, including supplemental guidelines approved by CARB, except that in specified trade corridors up to 40 percent of funds may be used for clean truck projects eligible under the Proposition 1B Goods Movement Emission Reduction Program 2015 Guidelines. The GRANTEE will prioritize zero emission vehicles or infrastructure whenever feasible.
 - b. The GRANTEE will target funds to prioritize emission reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles and equipment that actually operate in any AB 617 communities identified to CARB by the GRANTEE by April 30, 2018. 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 hold public meetings and conduct other outreach to seek input from local residents and community groups on community needs and potential projects. The GRANTEE will select and fund projects in accordance with feedback received during community outreach in support of AB 617. The GRANTEE will provide public access to information on project funding proposals and decisions consistent with Section IV of the CARB Funding Guidelines for Agencies that Administer California Climate Investments (Funding Guidelines).
 - d. When submitting project lists with disbursement requests the GRANTEE will indicate how each project satisfies evaluation criteria for benefits to priority populations. The Funding Guidelines criteria for Clean Transportation and Equipment will be used unless modified by mutual agreement (<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>).
 - e. With CARB assistance and direction the GRANTEE will implement reporting procedures for funded projects as specified in the Funding Guidelines, including project location information to document benefits to priority populations, and data for vehicles and equipment to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases.
 - 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.

Exhibit A

2. **Administrative Funding:** The GRANTEE may use up to 6.25 percent of the funds to pay program administration costs.
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.
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

Exhibit A

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.
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. **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.
20. **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.

Exhibit A

21. **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.
22. **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 Community Air Protection Funds by April 30, 2018.
23. **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.
24. **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 Carl Moyer Program 2017 Guidelines, Proposition 1B Goods Movement Emission Reduction Program 2015 Guidelines and the Funding Guidelines, as well as the grant liquidation deadlines specified in this agreement.
25. **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.
26. **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 Ch.3, C.4 of the Carl Moyer Program 2017 Guidelines).
 - b. As applicable, Carl Moyer Program 2017 Guidelines, the CARB-approved Moyer Guidelines Supplement for Community Air Protection Funds, 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. CARB Funding Guidelines for California Climate Investments (April 2018 draft and succeeding revisions).
 - d. Carl Moyer Program Grant Disbursement Request Form.
27. **Disbursement Deadline:** The Fiscal Year 2017-18 funds specified in this Grant Agreement must be disbursed by June 30, 2019. Grant disbursement requests must be submitted by the GRANTEE to CARB no later than May 1, 2019 to ensure adequate time for processing prior to the end of the fiscal year.
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.

Exhibit A

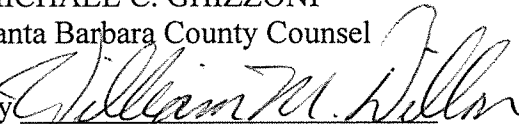
29. **Program Audit:** The GRANTEE agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. 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.

Carl Moyer Memorial Air Quality Standards Attainment Program – Community Air Protection Funds (Effective Date May 15, 2018)

The Carl Moyer Memorial Air Quality Standards Attainment Program – Community Air Protection Funds (No. G17-MCAP-09) grant is made by and between the California Air Resources Board and the Santa Barbara County Air Pollution Control District.

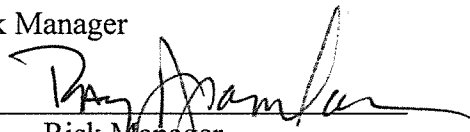
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By 
Deputy


APPROVED AS TO FORM:

RAY AROMATORIO
Risk Manager

By 
Risk Manager

APPROVED AS TO FORM:

THEODORE A. FALLATI, CPA, CPFO
Auditor-Controller

By 
Deputy

Resolution in the Matter of
District Grants for Community Air Protection

ATTACHMENT #2

Grant Agreement for the Community Air Protection Program

GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Community Air Protection Program		GRANT NUMBER G17-CAPP-28
GRANTEE NAME Santa Barbara County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0384167	TOTAL GRANT AMOUNT NOT TO EXCEED \$74,432.00	
FISCAL GRANT TERM FROM: March 1, 2018	TO: April 1, 2021	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT FROM: March 1, 2018	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 Santa Barbara 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, 2018 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) Santa Barbara 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 Division Chief, CARB	DATE	TITLE Air Pollution Control Officer	DATE
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 260 North San Antonio Road, Suite A, Santa Barbara, California 93110	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$74,432.00	FISCAL YEAR/PROGRAM 2017-18 / 3530	FUND TITLE <i>Air Pollution Control Fund</i>		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$0	ITEM 3900-101-0115	CHAPTER 249	STATUTE 2017	FISCAL YEAR 17/18
OBJECT OF EXPENDITURE 1500-702-59501				

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.

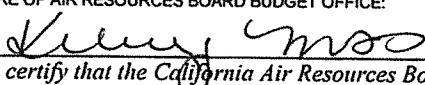

SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE: 	DATE 3/1/18
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.	
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: 	DATE 3/1/18

Exhibit A

**California Air Resources Board (CARB)
Community Air Protection Program
GRANT AGREEMENT
Fiscal Year 2017-2018**

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.
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 may be submitted electronically to CARB Community Air Protection Program Liaison, Ms. Andrea Juarez, at andrea.juarez@arb.ca.gov or Program designee, and 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 monitoring systems-community, fence-line, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirement, adopting an expedited schedule for the implementation of best available retrofit control technology, community meeting or other Community Air Protection implementation effort).
 - 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.

3. Program Funding:

A. Advance Payment:

- i. Consistent with the Legislature's direction to expeditiously disburse grants, CARB is providing advance payments of grant awards in a timely manner to support project 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.
- ii. Should advance payment be needed for Community Air Protection Program grants, the following grant protections shall apply:

The grantee must complete and submit to CARB for review and approval, an Air District Advance Pay Form, along with each grant disbursement that is requesting advance payment. The Air District Advance Pay Form is attached as Exhibit A, Attachment 1.

1. The advance payment is appropriate for the effective implementation of grants to local air districts. 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 grantees interim cash needs.
2. The grantee assumes legal and financial risk of the advance payment.
3. 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.
4. 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.
5. This Grant Agreement contains the terms and conditions under which advance payment may be received.

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, June 30, 2021 or the reversion date of the appropriation, whichever comes first.

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; and
 2. Grant Disbursement Request Form attached as Exhibit A, Attachment 2 (Form OCAP/CPB 11/17). The Grantee must

Exhibit A

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 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

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 Chief 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;

Exhibit A

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 development of a Statewide Strategy and Monitoring Plan. Grantee agrees that grant funds may not be used for purposes or activities contrary to the Statewide Strategy or Monitoring Plan. 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 Statewide Strategy or Monitoring Plan.

Exhibit A, Attachment 1



Mary D. Nichols, Chair
 Matthew Rodriguez, CalEPA Secretary
 Edmund G. Brown Jr., Governor

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:
 - o The District fund balance for all state grant programs
 - o The District approved list of projects and entities
 - o Project schedules, milestones and timelines
 - o 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:

Exhibit A, Attachment 2

STATE OF CALIFORNIA
California Environmental Protection Agency
CALIFORNIA AIR RESOURCES BOARD
OCAP/CPB (11/17)

Office of Community Air Protection 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			
Program Funds	Grant Amount	Total Previous Disbursement	This Request
Total			Remaining Balance

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

Signature Date

Grant Manager Approval

Print Name Signature

Signature Date

Financial Operations Branch Approval

Print Name Signature

Signature Date

Total Disbursement: _____ Fund: _____ PCA: _____

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

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 accepting Community Air Protection Funds for Fiscal Year 2017-2018 by June 30, 2018.
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 2017-2018 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 Advanced Payment form are incorporated as part of this grant agreement.

Exhibit B

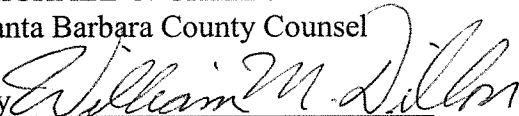
28. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2021 must be returned by September 28, 2021. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

Community Air Protection Program (Effective Date March 1, 2018)

The Community Air Protection Program (No. G17-CAPP-28) grant is made by and between the California Air Resources Board and the Santa Barbara County Air Pollution Control District.

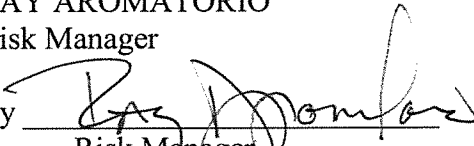
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
Santa Barbara County Counsel

By 
Deputy

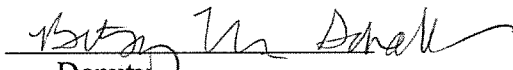
APPROVED AS TO FORM:

RAY AROMATORIO
Risk Manager

By 
Risk Manager

APPROVED AS TO FORM:

THEODORE A. FALLATI, CPA, CPFO
Auditor-Controller

By 
Deputy

ATTACHMENT 2

Outreach Materials for AB 617 Community Air Protection

June 21, 2018

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110



Community Air Questions

We'd like to hear your concerns about our air quality, and get your thoughts on projects to reduce pollution from diesel exhaust. Thanks for taking the time to fill this out!

- I am an individual
- I represent an organization/business Organization/business name (optional) _____
- My zip code: _____ Nearest major street or intersection: _____

MY CONCERNS ABOUT AIR POLLUTION	MORE IMPORTANT	LESS IMPORTANT
Effects on kids with respiratory challenges, like asthma	<input type="checkbox"/>	<input type="checkbox"/>
Increased exposure living near the freeway	<input type="checkbox"/>	<input type="checkbox"/>
Smoke from residential fireplaces	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust from heavy-duty trucks and school buses	<input type="checkbox"/>	<input type="checkbox"/>
Smoke from wildfires	<input type="checkbox"/>	<input type="checkbox"/>
Other Concerns _____		

MY THOUGHTS ON PROJECTS TO REDUCE DIESEL POLLUTION	MORE IMPORTANT	LESS IMPORTANT
School buses	<input type="checkbox"/>	<input type="checkbox"/>
Farm equipment	<input type="checkbox"/>	<input type="checkbox"/>
Semi-trucks	<input type="checkbox"/>	<input type="checkbox"/>
Construction equipment	<input type="checkbox"/>	<input type="checkbox"/>
Zero-emission cars	<input type="checkbox"/>	<input type="checkbox"/>
Charging stations for zero-emission cars	<input type="checkbox"/>	<input type="checkbox"/>
Other ideas for reducing diesel pollution _____		

For more information, see www.OurAir.org/community-air

OPTIONAL – CONNECT WITH US

- Please contact me to discuss: _____
- Name: _____ Phone or e-mail: _____
- Add me to your email list for: Advisories News Newsletter Public Notices





Preguntas a la comunidad sobre el aire

Nos gustaría conocer sus preocupaciones sobre la calidad de nuestro aire y obtener sus opiniones sobre proyectos tendientes a reducir la contaminación del escape de motores diésel. ¡Gracias por dedicar tiempo para llenar lo siguiente!

Soy un particular

Represento a una organización/negocio _____ Nombre de la organización/negocio (opcional)

Mi código postal: _____ Calle o intersección principal más cercana: _____

MIS PREOCUPACIONES SOBRE LA CONTAMINACIÓN DEL AIRE	MÁS IMPORTANTE	MENOS IMPORTANTE
Efectos en los niños con problemas respiratorios, como el asma	<input type="checkbox"/>	<input type="checkbox"/>
Mayor exposición al vivir cerca de la autopista	<input type="checkbox"/>	<input type="checkbox"/>
Humo de chimeneas residenciales	<input type="checkbox"/>	<input type="checkbox"/>
Escape de camiones pesados y autobuses escolares	<input type="checkbox"/>	<input type="checkbox"/>
Humo de incendios forestales	<input type="checkbox"/>	<input type="checkbox"/>
Otras preocupaciones _____		

MY OPINIÓN SOBRE PROYECTOS QUE REDUZCAN LA CONTAMINACIÓN POR DIÉSEL	MÁS IMPORTANTE	MENOS IMPORTANTE
Autobuses escolares	<input type="checkbox"/>	<input type="checkbox"/>
Equipo agrícola	<input type="checkbox"/>	<input type="checkbox"/>
Semi-camiones	<input type="checkbox"/>	<input type="checkbox"/>
Equipo de construcción	<input type="checkbox"/>	<input type="checkbox"/>
Autos de cero emisiones	<input type="checkbox"/>	<input type="checkbox"/>
Estaciones de carga para autos de cero emisiones	<input type="checkbox"/>	<input type="checkbox"/>
Otras ideas para reducir la contaminación del diésel _____		

Para obtener más información, visiten: www.OurAir.org/community-air

OPCIONAL – CONÉCTESE CON NOSOTROS

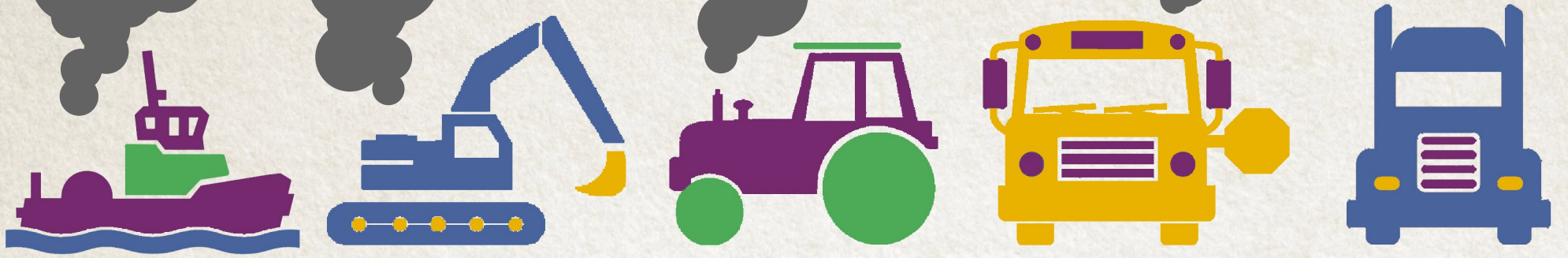
Favor de contactarme para hablar de: _____

Nombre: _____ Teléfono o correo electrónico _____

Agréguenme a su lista de correos para recibir: Alertas Noticias Boletín Avisos Públicos



Diesel Exhaust

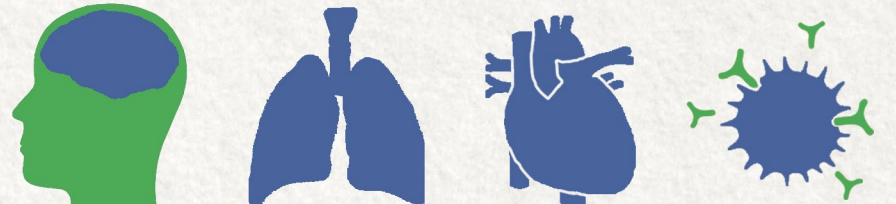


What's in it



Thousands of gases, vapors, and fine particles, with 40 toxics

Why it's harmful



Can be inhaled deep into our lungs, leading to cancer and damage to the immune, neurological, reproductive, and respiratory systems

What we're doing about it



California has laws to reduce diesel exhaust emissions over time



Acting Now: state funding programs, including the Carl Moyer program, have provided billions of dollars to help businesses replace dirty engines with clean engines

Cleaner Engines and Infrastructure



Protect Our Air * Proteja Nuestro Aire



Reduce air pollution in your community
Reduzca la contaminación del aire en su comunidad



Santa Barbara County
Air Pollution Control District

STEP 1 Visit / Visite

PRIMER PASO www.OurAir.org/community-air

STEP 2 Tell us what you think

SEGUNDO PASO Díganos lo que piensa

STEP 3 Breathe cleaner air

TERCER PASO Respire aire más limpio