



PG 15   **2. Subject:**                    AB 617 Community Air Protection Incentives Grant Agreement Year 6

**Recommendation:**    Approve Resolution 24-13 approving the District’s participation in the FY 22-23 Community Air Protection Program

PG 29   **3. Subject:**                    AB 617 Community Air Protection Incentives Grant Agreement Year 7

**Recommendation:**    Approve Resolution 24-12 approving the District’s participation in the FY 23-24 Community Air Protection Program

PG 43   **4. Subject:**                    Carl Moyer Rural Assistance Program Grant Award, Pat Oilar

**Recommendation:**    Approve Resolution 24-15 authorizing the APCO to execute grant agreement 18-26-RAP-01 in the amount of \$100,000 to Pat Oilar and amend FY 23/24 Budget

**I.        ADJOURN**

NEXT SCHEDULED GOVERNING BOARD MEETING JUNE 11, 2024.

## LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

### GOVERNING BOARD

Tom Neely, Chairman  
Jason Ingram, Vice Chairman  
Curtis Bortle  
Chris Gallagher  
Patrick Parrish  
Mendy Schuster

### Staff

Erik Edholm  
*Air Pollution Control Officer*  
Jeff Sterling  
*Air Quality Specialist*  
Sarah Dacosta  
*Administrative Staff Assistant*

Meeting of May 21, 2024

To: Governing Board

From: Erik Edholm, APCO

Subject: AB 617 Community Air Protection Incentives Grant Agreement Year 5

The State of California signed Assembly Bill (AB) 617 into law in July 2017 directing the California Air Resources Board (CARB) to develop the Community Air Protection Program. CARB is allocating funds from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of AB 617.

The District was allocated \$135,151.18 (\$118,257.28 in project funds and \$16,893.90 in implementation funds) for the FY 21-22 program. CARB may amend the District's grant agreement to include additional funds pending future GGRF auctions. The District will use a public process to select projects eligible under the State CAP Incentives 2019 Guidelines and the District's CAP Incentives Policies and Procedures Manual. Per the grant agreement \$106,431.55 of FY 21-22 project funds will aim to support projects in AB 1550 Low Income Communities.

Attached is the agreement cover page and grant agreement signed by the APCO.

### **Recommendation:**

Motion to approve Resolution 24-12 approving the District's participation in the FY 21-22 Community Air Protection Program.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 24-12**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR  
POLLUTION CONTROL DISTRICT APPROVING PARTICIPATION IN FY 21-22  
COMMUNITY AIR PROTECTION INCENTIVE PROGRAM**

WHEREAS, in 2017 the California Legislature passed and the Governor signed Assembly Bill (AB) 617 titled the “Community Air Protection Program”;

WHEREAS, AB 617 requires the California Air Resources Board (CARB) to improve air pollution data collection and reporting, requires expedited pollution control retrofits at large stationary sources, increases penalties for air pollution violations, requires enhanced air pollution monitoring in certain communities, requires CARB to adopt a statewide emissions reduction strategy focusing on pollution-burdened communities, and requires CARB and local air districts to implement community emissions reduction programs;

WHEREAS, CARB is allocating \$135,151.18 in FY 21-22 Greenhouse Gas Reduction Funds to support incentive projects in Lassen County that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of AB 617;

WHEREAS, CAP Incentives will be administered by the District with direction from the State CAP Incentives 2019 Guidelines, the CAP Funds Supplement to the 2017 Carl Moyer Program, and grant agreements;

NOW, THEREFORE, BE IT RESOLVED, that the Lassen County Air Pollution Control District Board, hereby accepts the grant funds and authorizes the Air Pollution Control Officer to execute on behalf of the District grant agreements with CARB, and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was approved and adopted by the following vote of the Board on May 21, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Tom Neely, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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Erik Edholm  
Air Pollution Control Officer

# GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 5 (Fiscal Year 21/22)		GRANT NUMBER G21-MCAP-10
GRANTEE NAME Lassen County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000439	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 135,151.18	
START DATE: 5/15/2022	END DATE: 6/30/2026	

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




Project Funds – \$118,257.28  
Implementation Funds – \$16,893.90  
Total Grant Award – \$135,151.18  
SB 535 Funding Target – \$0.00  
AB1550 Funding Target – \$106,431.55

Exhibit A – General Terms and Conditions

Special Terms and Conditions – Grant is contingent on CARB receipt of a Board Resolution or Minute Order consistent with CAP Guidelines.

In accordance with Assembly Bill (AB) 128, section 15.14, 25 percent of the Fiscal Year 2021-22 GGRF funds allocated under this grant in the amount of \$33,787.79 shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap-and-trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

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

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Lassen 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 Branch Chief	DATE 7-8-22	TITLE Air Pollution Control Officer	DATE 6/28/2022
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 720 South Street, Susanville, CA 96130	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$135,151.18	PROGRAM 3530000L39	PROJECT 3900CAP	ACTIVITY 3228CAP21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$ 135,151.18	(OPTIONAL USE) FY21 GGRF \$101,363.39 upon grant execution and \$33,787.79 after 4 <sup>th</sup> quarter Cap-and -Trade auction.		CHAPTER 240 STATUTE 2021 SB-170
APPR REF 102	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50020 FISCAL YEAR (ENY) 2021
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 June 2, 2022 5	

**California Air Resources Board**  
**Fiscal Year 2021-2022 – AB 617 Community Air Protection (CAP) Incentives**  
**GRANT AGREEMENT**

**General Terms and Conditions:**

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
  - a. In accordance with Assembly Bill (AB) 128, section 15.14, 25 percent of the Fiscal Year 2021-2022 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
  - b. The air district (Grantee) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines*, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
  - c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: 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); however, the Grantee will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.
  - d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a

## EXHIBIT A

summary of final selected projects consistent with Section IV of the CARB *Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines* (<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>). For each project selected the Grantee will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.

- e. Where applicable, the Grantee agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (<http://www.caclimateinvestments.ca.gov/logo-graphics-request/>). Below are specific requirements for acknowledgement.

The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: Community Air Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities. And whenever applicable, the Spanish translation acknowledgement: de Protección del Aire en la Comunidad forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo



## EXHIBIT A

- f. When submitting project lists with disbursement requests, the Grantee will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB ([www.arb.ca.gov/cii-resources](http://www.arb.ca.gov/cii-resources)).
  - g. With CARB's assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.
  - h. 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.
  - i. The Grantee and CARB will work together to determine the feasibility of addressing any new community priorities.
2. **Implementation Funding:** In accordance with Section E of Chapter 3: Program Administration, of the *Community Air Protection Incentives 2019 Guidelines*, the Grantee may use up to **12.5** percent of their CAP Incentives for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**12.5** percent of the total CAP Incentive grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **4** percent of the total CAP Incentives.
3. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
4. **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit A to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).



## EXHIBIT A

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

5. **Assignment:** This Grant is not assignable by the Grantee either in whole or in part, without the consent of CARB in the form of a formal written amendment.
6. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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 or Contract related to performance of this Agreement.
7. **Availability of Funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant.
8. **Compliance with Law, Regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.
9. **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.
10. **Conflict of Interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
11. **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.

12. **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 population of the State.
13. **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking 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. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.
14. **Force Majeure:** Neither CARB nor the Grantee must 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, government declaration of emergency, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

15. **Governing Law and Venue:** This Grant Agreement 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.
16. **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 sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by

this Grant Award, 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.

**17. Grantee's requirements for electric vehicle charging infrastructure and equipment:**

Prior to executing contracts Grantee must ensure the following requirements are included in all sub awardee contracts and or other agreements:

Prior to authorizing work, a sub awardee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:

1. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub awardee's authorized representative.
2. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that will install electric vehicle charging infrastructure or equipment.

Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

Prior to remitting payment to a sub awardee, Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

The requirements of this section do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**18. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and CARB 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.

**19. Independent Contractor:** The Grantee, and its sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

20. **Interest:** The Grantee shall maintain accounting records of interest earned on funds from the CAP Incentives separate from other incentive funds. The calculation of interest earned must be based on a daily balance or some reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program, and must be consistent with how it is calculated for the Grantee's other fiscal programs. Interest earned shall only be used for eligible grant-related expenses as outlined in the *Community Air Protection Incentives 2019 Guidelines* specified in this agreement. Earned interest must be fully expended or returned to CARB if it is not used by the end of the grant performance period. Interest earned by the Grantee during each previous fiscal year shall be reported to CARB annually in the *Community Air Protection Incentives Air District Yearly Report Certification Form*. Documentation of the interest earned must be retained for a minimum of three years following its generation and liquidation.
21. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its sub awardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub awardees 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 sub awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 sub awardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub awardees to perform work under this Grant Agreement.
22. **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 establish herein.
23. **Personally identifiable information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their

## EXHIBIT A

possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

24. **Prevailing Wages and Labor Compliance:** Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.
25. **Professionals:** 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.
26. **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.
27. **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 2021-2022 CAP incentive funds.
28. **Termination:** CARB may terminate this Grant Agreement for cause 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 within the time frame set forth by CARB via written notice to the Grantee.
29. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Award in an expeditious manner.
30. **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.
31. **Incorporated Documents:** Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:
  - a. District's Policies and Procedures (Refer to requirements in the Community Air Protection Incentives 2019 Guidelines approved by CARB).
  - b. As applicable, Carl Moyer Program 2017 Guidelines, the Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines, the Community Air Protection Incentives 2019 Guidelines, Proposition 1B

## EXHIBIT A

Goods Movement Emission Reduction Program 2015 Guidelines, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.

- c. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
  - d. Advance Payment Request Form and Supplement to CARB's Advance Payment Request Form: AB 617 Community Air Protection (CAP) Incentives Grant Disbursement Request.
32. **Disbursement Deadline:** The Fiscal Year 2021-2022 CAP incentive funds specified in this Grant Agreement must be disbursed by **June 30, 2024** per the *Community Air Protection Incentives 2019 Guidelines*, Chapter 3, Section C.2.(a). Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2024** to ensure adequate time for processing prior to the end of the fiscal year.
33. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
34. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following Grant Agreement execution (**June 30, 2026**) must be returned by **September 28, 2026**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
35. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions

## LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

### GOVERNING BOARD

Tom Neely, Chairman  
Jason Ingram, Vice Chairman  
Curtis Bortle  
Chris Gallagher  
Patrick Parrish  
Mendy Schuster

### Staff

Erik Edholm  
*Air Pollution Control Officer*  
Jeff Sterling  
*Air Quality Specialist*  
Sarah Dacosta  
*Administrative Staff Assistant*

Meeting of May 21, 2024

To: Governing Board

From: Erik Edholm, APCO

Subject: AB 617 Community Air Protection Incentives Grant Agreement Year 6

The State of California signed Assembly Bill (AB) 617 into law in July 2017 directing the California Air Resources Board (CARB) to develop the Community Air Protection Program. CARB is allocating funds from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of AB 617.

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Attached is the agreement cover page and grant agreement signed by the APCO.

### **Recommendation:**

Motion to approve Resolution 24-13 approving the District's participation in the FY 22-23 Community Air Protection Program.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 24-13**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR  
POLLUTION CONTROL DISTRICT APPROVING PARTICIPATION IN FY 22-23  
COMMUNITY AIR PROTECTION INCENTIVE PROGRAM**

WHEREAS, in 2017 the California Legislature passed and the Governor signed Assembly Bill (AB) 617 titled the “Community Air Protection Program”;

WHEREAS, AB 617 requires the California Air Resources Board (CARB) to improve air pollution data collection and reporting, requires expedited pollution control retrofits at large stationary sources, increases penalties for air pollution violations, requires enhanced air pollution monitoring in certain communities, requires CARB to adopt a statewide emissions reduction strategy focusing on pollution-burdened communities, and requires CARB and local air districts to implement community emissions reduction programs;

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The foregoing resolution was approved and adopted by the following vote of the Board on May 21, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Tom Neely, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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Erik Edholm  
Air Pollution Control Officer



## GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 6 (Fiscal Year 22/23)		GRANT NUMBER G22-MCAP-10
GRANTEE NAME Lassen County APCD		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000439	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 136,096.30	
START DATE: 12/30/2022	END DATE: 6/30/2027	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and (the "Grantee").




Project Funds – \$ 119,084.26  
Implementation Funds – \$ 17,012.04  
Total Grant Award – \$ 136,096.30  
SB 535 Funding Target – \$ 0.00  
AB1550 Funding Target – \$ 107,175.83

### Exhibit A – General Terms and Conditions

In accordance with Senate Bill (SB) 154, section 15.14, 25 percent of the Fiscal Year 2022-2023 CAP GGRF funds allocated under this grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds

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

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Lassen County APCD	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Contracts, Procurement, and Grants Branch Chief, ASD	DATE 12/30/2022	TITLE Air Pollution Control Officer	DATE 12/29/2022
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 720 South Sreet, Susanville, CA 96130	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$ 136,096.30	PROGRAM 3510000L39	PROJECT 3900CAP / N/A	ACTIVITY 3228CAP22
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	FUND TITLE Greenhouse Gas Reduction Fund / General Fund		FUND NO. 3228 / 0001
TOTAL AMOUNT ENCUMBERED TO DATE \$ 136,096.30	(OPTIONAL USE) FY22 GGRF \$85,060.19 upon grant execution and \$28,353.39 after 4 <sup>th</sup> quarter Cap-and-Trade auction / FY22 General Fund \$22,682.72 upon grant execution		CHAPTER 43 STATUTE 2022 SB-154
APPR REF 102 / 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50020 / 50043 FISCAL YEAR (ENY) 2022
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 December 22, 2022

**California Air Resources Board**  
**Fiscal Year 2022-2023 – AB 617 Community Air Protection (CAP) Incentives**  
**GRANT AGREEMENT**

**General Terms and Conditions:**

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
  - a. In accordance with Senate Bill (SB) 154, section 15.14, 25 percent of the Fiscal Year 2022-2023 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
  - b. The air district (Grantee) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines*, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
  - c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: 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); however, the Grantee will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.
  - d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a

## EXHIBIT A

summary of final selected projects consistent with Section IV of the CARB *Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines* (<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>). For each project selected the Grantee will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.

- e. Where applicable, the Grantee agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (<http://www.caclimateinvestments.ca.gov/logo-graphics-request/>). Below are specific requirements for acknowledgement.

The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: Community Air Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities. And whenever applicable, the Spanish translation acknowledgement: de Protección del Aire en la Comunidad forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo



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- f. When submitting project lists with disbursement requests, the Grantee will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB ([www.arb.ca.gov/cii-resources](http://www.arb.ca.gov/cii-resources)).
  - g. With CARB's assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.
  - h. 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.
  - i. The Grantee and CARB will work together to determine the feasibility of addressing any new community priorities.
2. **Implementation Funding:** In accordance with Section E of Chapter 3: Program Administration, of the *Community Air Protection Incentives 2019 Guidelines*, the Grantee may use up to **12.5** percent of their CAP Incentives for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**12.5** percent of the total CAP Incentive grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **4** percent of the total CAP Incentives.
3. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
4. **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit A to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

## EXHIBIT A

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

5. **Assignment:** This Grant is not assignable by the Grantee either in whole or in part, without the consent of CARB in the form of a formal written amendment.
6. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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 or Contract related to performance of this Agreement.
7. **Availability of Funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant.
8. **Compliance with Law, Regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.
9. **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.
10. **Conflict of Interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
11. **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.

12. **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 population of the State.
13. **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking 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. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.
14. **Force Majeure:** Neither CARB nor the Grantee must 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, government declaration of emergency, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.
- If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.
15. **Governing Law and Venue:** This Grant Agreement 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.
16. **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 sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by

this Grant Award, 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.

**17. Grantee's requirements for electric vehicle charging infrastructure and equipment:**

Prior to executing contracts Grantee must ensure the following requirements are included in all sub awardee contracts and or other agreements:

Prior to authorizing work, a sub awardee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:

1. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub awardee's authorized representative.
2. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that will install electric vehicle charging infrastructure or equipment.

Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

Prior to remitting payment to a sub awardee, Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

The requirements of this section do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**18. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and CARB 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.

**19. Independent Contractor:** The Grantee, and its sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

## EXHIBIT A

20. **Interest:** The Grantee shall maintain accounting records of interest earned on funds from the CAP Incentives separate from other incentive funds. The calculation of interest earned must be based on a daily balance or some reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program, and must be consistent with how it is calculated for the Grantee's other fiscal programs. Interest earned shall only be used for eligible grant-related expenses as outlined in the *Community Air Protection Incentives 2019 Guidelines* specified in this agreement. Earned interest must be fully expended or returned to CARB if it is not used by the end of the grant performance period. Interest earned by the Grantee during each previous fiscal year shall be reported to CARB annually in the *Community Air Protection Incentives Air District Yearly Report Certification Form*. Documentation of the interest earned must be retained for a minimum of three years following its generation and liquidation.
21. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its sub awardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub awardees 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 sub awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 sub awardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub awardees to perform work under this Grant Agreement.
22. **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 establish herein.
23. **Personally identifiable information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their



## EXHIBIT A

possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

24. **Prevailing Wages and Labor Compliance:** Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.
25. **Professionals:** 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.
26. **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.
27. **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 2022-2023 CAP incentive funds.
28. **Termination:** CARB may terminate this Grant Agreement for cause 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 within the time frame set forth by CARB via written notice to the Grantee.
29. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Award in an expeditious manner.
30. **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.
31. **Incorporated Documents:** Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:
  - a. District's Policies and Procedures (Refer to requirements in the Community Air Protection Incentives 2019 Guidelines approved by CARB).
  - b. As applicable, Carl Moyer Program 2017 Guidelines, the Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines, the Community Air Protection Incentives 2019 Guidelines, Proposition 1B

## EXHIBIT A

Goods Movement Emission Reduction Program 2015 Guidelines, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.

- c. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
  - d. Advance Payment Request Form and Supplement to CARB's Advance Payment Request Form: AB 617 Community Air Protection (CAP) Incentives Grant Disbursement Request.
32. **Disbursement Deadline:** The Fiscal Year 2022-2023 CAP incentive funds specified in this Grant Agreement must be disbursed by **June 30, 2025** per the *Community Air Protection Incentives 2019 Guidelines*, Chapter 3, Section C.2.(a). Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2025** to ensure adequate time for processing prior to the end of the fiscal year.
33. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
34. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following Grant Agreement execution (**June 30, 2027**) must be returned by **September 28, 2027**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
35. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions
36. **Russian Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts or grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions.

The Grantee represents by signing this Grant Agreement that any recipient of state funds related to this Grant is not a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Grantee is required to comply with the federal economic

## EXHIBIT A

sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Grantee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Grant Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Grant Agreement, at the sole discretion of CARB.

For contracts or grants with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- a. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- b. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- c. Direct support to the government and people of Ukraine



## LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

### GOVERNING BOARD

Tom Neely, Chairman  
Jason Ingram, Vice Chairman  
Curtis Bortle  
Chris Gallagher  
Patrick Parrish  
Mendy Schuster

### Staff

Erik Edholm  
*Air Pollution Control Officer*  
Jeff Sterling  
*Air Quality Specialist*  
Sarah Dacosta  
*Administrative Staff Assistant*

Meeting of May 21, 2024

To: Governing Board

From: Erik Edholm, APCO

Subject: AB 617 Community Air Protection Incentives Grant Agreement Year 7

The State of California signed Assembly Bill (AB) 617 into law in July 2017 directing the California Air Resources Board (CARB) to develop the Community Air Protection Program. CARB is allocating funds from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of AB 617.

The District was allocated \$132,694.00 (\$116,107.27 in project funds and \$16,586.73 in implementation funds) for the FY 23-24 program. CARB may amend the District's grant agreement to include additional funds pending future GGRF auctions. The District will use a public process to select projects eligible under the State CAP Incentives 2019 Guidelines and the District's CAP Incentives Policies and Procedures Manual. Per the grant agreement \$104,496.54 of FY 23-24 project funds will aim to support projects in AB 1550 Low Income Communities.

Attached is the agreement cover page and grant agreement signed by the APCO.

### **Recommendation:**

Motion to approve Resolution 24-14 approving the District's participation in the FY 23-24 Community Air Protection Program.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 24-14**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR  
POLLUTION CONTROL DISTRICT APPROVING PARTICIPATION IN FY 23-24  
COMMUNITY AIR PROTECTION INCENTIVE PROGRAM**

WHEREAS, in 2017 the California Legislature passed and the Governor signed Assembly Bill (AB) 617 titled the “Community Air Protection Program”;

WHEREAS, AB 617 requires the California Air Resources Board (CARB) to improve air pollution data collection and reporting, requires expedited pollution control retrofits at large stationary sources, increases penalties for air pollution violations, requires enhanced air pollution monitoring in certain communities, requires CARB to adopt a statewide emissions reduction strategy focusing on pollution-burdened communities, and requires CARB and local air districts to implement community emissions reduction programs;

WHEREAS, CARB is allocating \$132,694.30 in FY 23-24 Greenhouse Gas Reduction Funds to support incentive projects in Lassen County that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of AB 617;

WHEREAS, CAP Incentives will be administered by the District with direction from the State CAP Incentives 2019 Guidelines, the CAP Funds Supplement to the 2017 Carl Moyer Program, and grant agreements;

NOW, THEREFORE, BE IT RESOLVED, that the Lassen County Air Pollution Control District Board, hereby accepts the grant funds and authorizes the Air Pollution Control Officer to execute on behalf of the District grant agreements with CARB, and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was approved and adopted by the following vote of the Board on May 21, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Tom Neely, Chairman  
Lassen County Air Pollution Control District

ATTEST:

---

Erik Edholm  
Air Pollution Control Officer

## GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 7 (Fiscal Year 23/24)		GRANT NUMBER G23-MCAP-10
GRANTEE NAME Lassen County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000439	TOTAL GRANT AMOUNT NOT TO EXCEED \$132,694.00	
START DATE: 11/28/2023	END DATE: 6/30/2028	

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



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Implementation Funds – \$16,586.73  
Total Grant Award – \$132,694.00  
SB 535 Funding Target – \$ 0.00  
AB1550 Funding Target – \$104,496.54

### Exhibit A – General Terms and Conditions

In accordance with Assembly Bill (AB) 102, section 15.14, 25 percent of the Fiscal Year 2023-2024 CAP GGRF funds allocated under this grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

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

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Lassen 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 Branch Chief	DATE 11/22/2023	TITLE Air Pollution Control Officer		DATE 11/21/2023	
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 720 South Street, Susanville, CA 96130			
<b>CERTIFICATION OF FUNDING</b>					
AMOUNT ENCUMBERED BY THIS AGREEMENT \$132,694.00		PROGRAM 3530000L39	PROJECT 3900CAP N/A	ACTIVITY 3900CAP23 N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00		FUND TITLE Greenhouse Gas Reduction Fund General Fund			FUND NO. 3228 0001
TOTAL AMOUNT ENCUMBERED TO DATE \$132,694.00		(OPTIONAL USE) FY23 GGRF \$82,933.74 upon grant execution and \$27,644.59 after 4 <sup>th</sup> quarter Cap-and-Trade auction FY23 General Fund \$22,115.67 upon grant execution		CHAPTER 38	STATUTE 2023 AB 102
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50020 50043	FISCAL YEAR (ENY) 2023/ \$110,578.33 2023/\$22,115.67	
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.					
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A				DATE 31	

**California Air Resources Board**  
**Fiscal Year 2023-2024 – AB 617 Community Air Protection (CAP) Incentives**  
**GRANT AGREEMENT**

**General Terms and Conditions:**

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
  - a. In accordance with Assembly Bill (AB) 102, section 15.14, 25 percent of the Fiscal Year 2023-2024 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
  - b. The air district (Grantee) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines*, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
  - c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: 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); however, the Grantee will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.
  - d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a



summary of final selected projects consistent with Section IV of the CARB *Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines* (<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>). For each project selected the Grantee will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.

- e. Where applicable, the Grantee agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (<http://www.caclimateinvestments.ca.gov/logo-graphics-request/>). Below are specific requirements for acknowledgement.

The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: Community Air Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities. And whenever applicable, the Spanish translation acknowledgement: de Protección del Aire en la Comunidad forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo



## EXHIBIT A

- f. When submitting project lists with disbursement requests, the Grantee will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB ([www.arb.ca.gov/cii-resources](http://www.arb.ca.gov/cii-resources)).
  - g. With CARB's assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.
  - h. 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.
  - i. The Grantee and CARB will work together to determine the feasibility of addressing any new community priorities.
2. **Implementation Funding:** In accordance with Section E of Chapter 3: Program Administration, of the *Community Air Protection Incentives 2019 Guidelines*, the Grantee may use up to **12.5** percent of their CAP Incentives for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**12.5** percent of the total CAP Incentive grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **4** percent of the total CAP Incentives.
3. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
4. **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit A to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

## EXHIBIT A

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

5. **Assignment:** This Grant is not assignable by the Grantee either in whole or in part, without the consent of CARB in the form of a formal written amendment.
6. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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 or Contract related to performance of this Agreement.
7. **Availability of Funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant.
8. **Compliance with Law, Regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.
9. **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.
10. **Conflict of Interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
11. **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.

12. **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 population of the State.
13. **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking 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. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.
14. **Force Majeure:** Neither CARB nor the Grantee must 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, government declaration of emergency, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.
- If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.
15. **Governing Law and Venue:** This Grant Agreement 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.
16. **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 sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by

this Grant Award, 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.

**17. Grantee's requirements for electric vehicle charging infrastructure and equipment:**

Prior to executing contracts Grantee must ensure the following requirements are included in all sub awardee contracts and or other agreements:

Prior to authorizing work, a sub awardee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:

1. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub awardee's authorized representative.
2. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that will install electric vehicle charging infrastructure or equipment.

Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

Prior to remitting payment to a sub awardee, Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

The requirements of this section do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**18. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and CARB 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.

**19. Independent Contractor:** The Grantee, and its sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

20. **Interest:** The Grantee shall maintain accounting records of interest earned on funds from the CAP Incentives separate from other incentive funds. The calculation of interest earned must be based on a daily balance or some reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program, and must be consistent with how it is calculated for the Grantee's other fiscal programs. Interest earned shall only be used for eligible grant-related expenses as outlined in the *Community Air Protection Incentives 2019 Guidelines* specified in this agreement. Earned interest must be fully expended or returned to CARB if it is not used by the end of the grant performance period. Interest earned by the Grantee during each previous fiscal year shall be reported to CARB annually in the *Community Air Protection Incentives Air District Yearly Report Certification Form*. Documentation of the interest earned must be retained for a minimum of three years following its generation and liquidation.
21. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its sub awardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub awardees 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 sub awardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 sub awardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub awardees to perform work under this Grant Agreement.
22. **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 establish herein.
23. **Personally identifiable information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their

## EXHIBIT A

possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

24. **Prevailing Wages and Labor Compliance:** Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.
25. **Professionals:** 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.
26. **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.
27. **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 2023-2024 CAP incentive funds.
28. **Termination:** CARB may terminate this Grant Agreement for cause 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 within the time frame set forth by CARB via written notice to the Grantee.
29. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Award in an expeditious manner.
30. **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.
31. **Incorporated Documents:** Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:
  - a. District's Policies and Procedures (Refer to requirements in the Community Air Protection Incentives 2019 Guidelines approved by CARB).
  - b. As applicable, Carl Moyer Program 2017 Guidelines, the Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines, the Community Air Protection Incentives 2019 Guidelines, Proposition 1B

## EXHIBIT A

Goods Movement Emission Reduction Program 2015 Guidelines, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.

- c. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
  - d. Advance Payment Request Form and Supplement to CARB's Advance Payment Request Form: AB 617 Community Air Protection (CAP) Incentives Grant Disbursement Request.
32. **Disbursement Deadline:** The Fiscal Year 2023-2024 CAP incentive funds specified in this Grant Agreement must be disbursed by **June 30, 2026**, per the *Community Air Protection Incentives 2019 Guidelines*, Chapter 3, Section C.2.(a). Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2026**, to ensure adequate time for processing prior to the end of the fiscal year.
33. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to [MSCDGrants@arb.ca.gov](mailto:MSCDGrants@arb.ca.gov). The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
34. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following Grant Agreement execution (**June 30, 2028**) must be returned by **September 28, 2028**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
35. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions
36. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least



## EXHIBIT A

30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

37. **Compliance with AB 794:** Grantee shall require that the agreements with all of their grantees, recipients, sub-grantees, contractors, subcontractors, consultants, affiliates or representatives, who receive or use any Grant Funds to support the purchase, or lease for greater than one year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB 2737 (2022) as a condition of Grant Fund receipt or use and as a condition of participation in the Program.



## LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

### GOVERNING BOARD

Tom Neely, Chairman  
Jason Ingram, Vice Chairman  
Curtis Bortle  
Chris Gallagher  
Patrick Parrish  
Mendy Schuster

### Staff

Erik Edholm  
*Air Pollution Control Officer*  
Jeff Sterling  
*Air Quality Specialist*  
Sarah Dacosta  
*Administrative Staff Assistant*

Meeting of May 21, 2024

To: Governing Board

From: Erik Edholm, APCO

Subject: Carl Moyer Rural Assistance Program Grant Award, Pat Oilar

Attached is a proposed Carl Moyer Rural Assistance Program (RAP) Grant for execution under the 26<sup>th</sup> Cycle, of which the District currently has \$100.0000 of funds available for award. The proposed grant is to Pat Oilar and for a tractor replacement project that will replace a 1980 International Harvester 1086 tractor with a 2024 John Deere 6R 110, for a total grant amount of \$100,000.

### **Recommendation:**

Approve Resolution 24-15 authorizing the APCO to execute grant agreement 18-26-RAP-01 in the amount of \$100,000 to Pat Oilar and amend FY 23-24 Budget.

Respectfully Submitted,

Erik Edholm  
Air Pollution Control Officer

**RESOLUTION NO. 24-15**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR  
POLLUTION CONTROL DISTRICT APPROVING CARL MOYER GRANT AGREEMENT  
18-26-RAP-01 WITH PAT OILAR**

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines;

WHEREAS, Lassen County Air Pollution Control District (LCAPCD) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in Northeast Plateau and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, the Governing Board approved on April 30, 2024 Resolution 24-09 Accepting Carl Moyer Program Funds from the California Air Resources Board;

WHEREAS, Resolution 24-09 authorized the Air Pollution Control Officer to execute on behalf of the District grant agreements with ARB, and all other necessary documents to implement and carry out the purposes of Resolution 24-09, each year until 2028;

WHEREAS, 24-09 allows the District to accept qualified projects, grant funds, and administrative funds awarded to the District through the Rural Assistance Program (RAP) funding program;

WHEREAS, the District was awarded \$107,454.40 in RAP project and administrative funds through Grant Agreement G23-MRAP-05;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby approves the Air Pollution Control Officer to execute Carl Moyer Grant Agreement 18-26-RAP-01 with Pat Oilar;

BE IT FURTHER RESOLVED that the Lassen County Air Pollution Control Board approves a budget amendment increasing expenditures and revenue as follows:

- 1) Increase Carl Moyer Admin Revenue Line Item by \$7,455 to a total of \$32,455 for FY 23-24.
- 2) Increase Carl Moyer Project Revenue Line Item by \$100,000 to a total of \$410,000 for FY 23-24.
- 3) Increase Carl Moyer Project Expenditure Line Item by \$100,000 to a total of \$410,000 for FY 23-24.

The foregoing resolution was approved and adopted by the following vote of the Board on May 21, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Tom Neely, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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Erik Edholm  
Air Pollution Control Officer

## GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Carl Moyer Memorial Air Quality Standards Attainment Program – Rural Assistance Program (Moyer Year 26)		GRANT NUMBER G23-MRAP-05
GRANTEE NAME Lassen County Air Pollution Control District		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000439	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 107,454.40	
START DATE: May 3, 2024	END DATE: December 31, 2028	

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, California Air Resources Board (CARB) and Lassen County Air Pollution Control District (the "Grantee").



Project Funds: \$100,000.00  
Administration Funds: \$7,454.40  
Total Grant Award: \$107,454.40  
Required District Match: \$0.00

### Exhibit A – General Terms and Conditions

This Grant Award provides administration funds to Lassen County Air Pollution Control District, designated as Rural Assistance Program (RAP) funds and in accordance with current CARB Carl Moyer Program guidelines for fiscal year 2023-2024 (Moyer Year 26).

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

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

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Lassen 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 Branch Chief	DATE 5/7/2024	TITLE Air Pollution Control Officer	DATE 5/1/2024
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 720 South St. Susanville, CA 96130	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$ 107,454.40	PROGRAM 3500000L15	PROJECT N/A	ACTIVITY N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	FUND TITLE Air Pollution Control Fund		FUND NO. 0115
TOTAL AMOUNT ENCUMBERED TO DATE \$ 107,454.40	(OPTIONAL USE)		CHAPTER 12
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	STATUTE 2023 SB-101
		SERVICE LOCATION 50015	FISCAL YEAR (ENY) 2023/\$107,454.40
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A			DATE

California Air Resources Board  
Carl Moyer Memorial Air Quality Standards Attainment Program  
GRANT AGREEMENT  
RURAL ASSISTANCE PROGRAM  
Fiscal Year 2023-2024 (Year 26)

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. **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its subcontractors, subgrantees (hereinafter referred to as subawardees) under this Grant, as specified in Exhibit A to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).  
  
CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.  
  
Deviations from the Accessibility Requirements are permitted only by written consent by CARB.
3. **Assignment:** This Grant is not assignable by the Grantee either in whole or in part, without the consent of CARB in the form of a formal written amendment.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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 or Contract related to performance of this Agreement.

5. **Availability of Funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant.
6. **Compliance with Law, Regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its subawardees to comply with all applicable federal, State and local 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 thirty (30) days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or the 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 population 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 tracking 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. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.
12. **Force Majeure:** Neither CARB nor the Grantee must 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, government declaration of emergency, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

13. **Governing Law and Venue:** This Grant Agreement 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 subawardees. The Grantee and/or its subawardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by this Grant Award, 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. **Grantee's Requirements for Electric Vehicle Charging Infrastructure and Equipment:**

Prior to executing contracts Grantee must ensure the following requirements are included in all subawardee contracts and or other agreements:

Prior to authorizing work, a subawardee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:

1. An *AB 841 Certification* that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the subawardees authorized representative.
2. *Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers* of each EVITP certified electrician that will install electric vehicle charging infrastructure or equipment.

Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

Prior to remitting payment to a subawardee, Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

The requirements of this section do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

16. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and CARB 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.

17. **Independent Contractor:** The Grantee, and its subawardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
18. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its subawardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its subawardees 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 subawardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 subawardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with subawardees to perform work under this Grant Agreement.

19. **No Third-Party Rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
20. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in

accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity and shall not release or publish any such information or data.

21. **Prevailing Wages and Labor Compliance:** Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by subawardees.
22. **Professionals:** 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.
23. **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.
24. **Termination:** CARB may terminate this Grant Agreement for cause 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 within the time frame set forth by CARB via written notice to the Grantee.
25. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Award 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. **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 2023-2024 (Year

26) Carl Moyer Funds.

28. **Incorporated Documents:** Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:
- a. CARB-approved District Application to Administer the Carl Moyer Program for Fiscal Year 2023-2024 (Year 26).
  - b. District's Policies and Procedures (Refer to Ch.3, 4 of the Carl Moyer Program 2017 Guidelines).
  - c. Carl Moyer Program 2017 Guidelines and any future approved Guidelines, current Program Advisories and Mail-outs, and future Program Advisories and Mail-outs issued during the grant performance period.
  - d. Carl Moyer Program Grant Disbursement Request Form.
29. **Disbursement Deadline:** The Carl Moyer Program 2023-2024 funds specified in this Grant Agreement must be disbursed by **June 30, 2026**, per the 2017 Carl Moyer Program Guidelines, Volume 1, Chapter 3 (Program Administration), Section B, Table 3-1. Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2026**, to ensure adequate time for processing prior to the end of the fiscal year.
30. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the Grants Processing Section at [MSCDGrants@arb.ca.gov](mailto:MSCDGrants@arb.ca.gov). The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
31. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following Grant Agreement execution (**June 30, 2028**) must be returned by **September 28, 2028**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
32. **Order of Precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet

- b. Exhibit A – Grant Provisions
- c. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

33. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
CARL MOYER HEAVY-DUTY LOW EMISSION INCENTIVE PROGRAM AGREEMENT**

This Agreement (Agreement) is between the Lassen County Air Pollution Control District (District), a public agency of the State of California, and **Pat Oilar** (Participant).

**1.0 Recitals**

- 1.1 The District is in nonattainment of the state air quality standards for particulate matter and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 On December 11, 2007, the District Governing Board approved Resolution No. 18-07-CMP-10, authorizing the District's participation in the CARB Carl Moyer Program which is a Heavy-Duty Low Emission Vehicle Incentive Program (Program), which is hereby incorporated by reference and made part of this agreement.
- 1.3 On September 23, 2004, Governor Schwarzenegger signed Assembly Bills 923, 1394, and 2128 which made major changes to the Carl Moyer Program and projects funded using Department of Motor Vehicles Surcharges, expanding the Program to include light-duty vehicles, Fleet Modernization, and agricultural assistance projects.
- 1.4 To implement mobile source emission reduction projects, the Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps.
- 1.5 The Participant wishes to participate in the Program by purchasing and operating the equipment described in this Agreement and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement, with the exception of certain agricultural projects described in Health and Safety Code sections 41081(d)(2)(ii), 41802 and 44275.
- 1.6 The Participant has read and agreed to all requirements of the Program application and guidelines which are hereby incorporated into this Agreement.
- 1.7 This Agreement is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of oxides of nitrogen, particulate matter, reactive organic gases, toxic air contaminants, and oxides of carbon within Lassen County.
- 1.8 This Agreement was approved for use by the District's Board of Directors on December 14, 2010.
- 1.9 On May 21, 2024 The District Governing Board authorized making this contract with Participant.

## Terms and Conditions

### 2.1 Definitions

- 2.1.1 “Applicable emission standards” are defined as the emission standards for oxides of nitrogen (NO<sub>x</sub>), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine. For “phase-in” or “interim” engines the following standards apply:

Engine Model Year	Power Rating	NO <sub>x</sub> Standard	PM Standard
2007-2009 On-Road	All On-Road Heavy-Duty Diesel Engines	1.2 g/bhp-hr	0.01 g/bhp-hr
2012-2013 Off-Road	56 – 129 kW (75 – 174 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)
2011-2013 Off-Road	130 – 560 kW (175 – 749 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)

- 2.1.2 “Agricultural water pump” is defined as a stationary or portable device designed to move water used for agricultural purposes.
- 2.1.3 “Certified” is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.
- 2.1.4 “Experimental Permit” is defined as an Executive Order issued by CARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.
- 2.1.5 “Fleet Modernization” is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.
- 2.1.6 “Motor vehicle” is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
- 2.1.7 “Off-road equipment” is defined as a self-propelled device not intended for operation on a highway and is powered by an engine certified to off-road or non-road emission standards.
- 2.1.8 “Repower” is defined as the process in which an old engine is replaced with a new engine.
- 2.1.9 “Retrofit” is defined as the installation of a device designed to reduce emissions from an engine.



2.1.10 "Tier 3" is defined as the emission certification of an off-road compression ignition engine to the Tier 3 emission standards as described in §2423(b)(1) of the California Code of Regulations.

2.1.11 "Verified" is defined as a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.

## 2.2 Participant Obligations – the Participant will:

2.2.1 ☒ Participant agrees that the original engine(s) to be replaced by this program is the same as the engine(s) stated in Participant's application and restated in Exhibit A. Said engine(s) will be destroyed immediately or otherwise rendered unusable immediately after new engine installation. Participant agrees that the District may directly observe the Participant's destruction of the engine and/or be provided proof of destruction or nonuseability within 30 days of new engine installation. Engine destruction may include but is not limited to: salvage receipt (with serial number), placing a hole (at least five inches in diameter) in the engine block (with accompanying photos with serial numbers visible in said photos), welding the cylinder(s) to prevent any re-use, or any other means acceptable to the District.

☐ N/A - Retrofit

2.2.2 Purchase, invoice the District, and operate the equipment described in Exhibit A by **November 30, 2024**. Participant may submit a written request to extend this Section if the project cannot be successfully completed due to circumstances beyond the Participant's reasonable control.

2.2.3 Ensure that a functioning hour meter is installed on the equipment described in Exhibit A for the life of the project.

2.2.4 Operate the equipment described in Exhibit A in Lassen County during the term of this agreement in accordance with the requirements in Exhibit B. In addition to meeting the operating requirements established in Exhibit B, 75% of the vehicles' total operation must occur within California. Agricultural water pumps are required to operate 100% within Lassen County.

2.2.5 Maintain the minimum level of required insurance described in Exhibit C during the term of this Agreement and ensure that the District is named as an additional insured under the policy.

2.2.6 Comply with applicable Airborne Toxic Control Measures and District Rules as determined by the APCO.

## 2.3 Payment

2.3.1 The District will reimburse the Participant up to **\$100,000.00** towards the cost of the vehicle(s) or equipment identified in Exhibit A within 60 days of receipt of an itemized invoice.

- 2.3.2 Any payments made under this Agreement are subject to the provisions and limitations of Health and Safety Code. The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the Health and Safety Code or any other local, state, or federal law. The Participant shall reimburse the District for any payments that are later found to be in contravention of the Health and Safety Code or any other local, state, or federal law.
- 2.3.3 No payments shall be issued under this Agreement prior to final inspection of the project by District personnel.
- 2.3.4 Payment of compensation shall be made by the District to Contractor within sixty (60) days after receipt by District of statement of charges and completion of final inspection. Such statement shall be checked and approved by a person, or persons designated by the District.
- 2.3.5 Payments made under this Agreement are subject to taxation and an IRS Form 1099 will be issued to the Participant. Funds may be withheld by the District as required by law for payment of tax liabilities and/or other court-ordered payments.

## 2.4 General Program Requirements

- 2.4.1 The Participant warrants that the vehicle(s)/engine(s) covered under this Agreement meets all the eligibility requirements described in the Program application and guidelines. The Participant further agrees to operate the vehicle(s)/engine(s) in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program.
- 2.4.2 The Participant cannot apply for or receive additional incentive funds, including but not limited to the state Carl Moyer Program inter-district fund or any other air district fund, including those funds used as matching funds, for any equipment listed in Exhibit A of this Agreement. This requirement may be waived by District staff on an individual basis. If the District discovers that the Participant has applied for or received funds from these sources, the District will terminate this Agreement and require that any funds paid under this Agreement be returned to the District.
- 2.4.3 The Participant agrees to operate the equipment described in Exhibit A within the manufacturer's specifications including all maintenance and fueling requirements. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Under no circumstances may the Participant make any modifications to or tamper with the vehicle, equipment, engine, emission control system(s), or any recording devices on the vehicle or equipment prohibited under CARB and USEPA regulations. The Participant also agrees to operate the vehicle, engine, and/or equipment in compliance with all local, state, and federal rules, laws, and regulations.

2.4.4 Participant shall cooperate with the District and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits from the project are real, quantifiable, surplus, and enforceable.

2.5 Engine Repower and Retrofit Requirements – This Agreement is ☒ or is not ☐ subject to the following requirements:

2.5.1 The low-emission engine or engine retrofit must be either:

- (i) CARB Certified; or
- (ii) CARB Verified; or
- (iii) Under an experimental permit issued by CARB; or
- (iv) In cases where federal law preempts state requirements, approved for use by the USEPA

Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.

2.5.2 Any engine retrofit funded under this Agreement must reduce either oxides of nitrogen or particulate matter emissions by a minimum of 25% for either pollutant.

2.5.3 If the Participant is replacing or repowering an engine, the Participant must either:

- (i) Destroy the replaced or repowered engine in a manner acceptable to the District. If the engine is destroyed, the Participant must permit the District to inspect the destroyed engine; or
- (ii) Implement a District approved destruction alternative. The District may approve a destruction alternative only if special circumstances justifying the use of an alternative exist, and there is no detrimental impact to air quality.

2.6 New Low-Emission Vehicle Purchase – This Agreement is ☐ or is not ☒ subject to the following requirements:

2.6.1 New low-emission vehicles must be certified by CARB to an oxides of nitrogen emission levels below the applicable standard for that motor vehicle or piece of off-road mobile equipment. Low-emission vehicle or engine technology under an experimental permit from CARB are also eligible for funding under the Program.

2.6.2 The low-emission vehicle or engine technology funded under Section 2.6.1 must achieve at least a 30% reduction in oxides of nitrogen emissions as compared to the applicable baseline emission standards for the specific model year and power rating.

2.6.3 The low-emission vehicle or engine technology funded under Section 2.6.1 must not be certified to particulate matter, hydrocarbons, and/or carbon monoxide levels above the applicable baseline emission standards for the specific model year and power rating.

2.6.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Vehicle finance documents

Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.

2.6.5 The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle throughout the length of this Agreement.
- (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
- (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle through the end date listed in Section 2.9.1.
- (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.7.
- (vi) Any changes to the replacement vehicle's title must be approved in writing by the District.

2.7 Upon termination of this Agreement, if the vehicle/engine fails to fulfill the minimum required operation, the Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount operated according to the following formula:

$$A = I * [(O * L) - C] / (O * L)$$

A = Amount Owed to the District

I = Total Incentive Award

O = Annual Operational Requirement (miles, hours or gallons)

L = Length of the Agreement in Years

C = Actual Operation (miles, hours, or gallons)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant as outlined in Section 2.9.10.

- 2.8 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District; however, the District may terminate this Agreement if: (i) it does not receive all or a portion of the revenues, or (ii) funds are not specifically appropriated for this Agreement in the District's final budget prior to the expiration of the Agreement and any Agreement extensions. If the District terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.

## 2.9 General Requirements

2.9.1 This Agreement shall begin upon execution by all parties and terminate on **December 1<sup>st</sup>, 2034**. No work may begin on this project until this Agreement is executed by all parties. For this Agreement, the timeframe indicated by the execution of this Agreement and the afore-mentioned termination date shall serve as the contract term including both the project completion and project implementation/life periods.

2.9.2 Except as specified in Section 2.9.2(ii), the receipt of funds and performance under this Agreement prohibits application for any form of emission reduction credit for the life of the contract term outlined in Section 2.9.1.

- (i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and noncriteria pollutants, Application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
- (ii) For projects involving the replacement of a stationary diesel agricultural water pump with an electric water pump in conjunction with the Pacific Gas & Electric Company's (PG&E) PUC-approved discounted AG-ICE electric rate program, PG&E may retain all of the carbon dioxide credits and a portion of the remaining emission credits for reductions generated through this Agreement. The portion of the remaining emission credits retained by PG&E will be the difference in emissions between a Tier 3 diesel engine and the emissions associated with generating electricity for the electric pump.

2.9.3 The District, CARB, or their designee may conduct an audit of the Participant's operations to verify that the Participant is complying with the Agreement terms.

- (i) As a condition of accepting funds, the Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Agreement.

- (ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Participant. The Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit A.

- 2.9.4 The Participant shall defend, indemnify, and hold harmless District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Participant by this Agreement or which are related in any way to the vehicle(s)/equipment, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle(s)/equipment by the Participant, for which financial assistance or other incentives are received from the District by the Participant.
- 2.9.5 Participant shall complete and return all requested information and surveys sent from the District, yearly, on **January 1<sup>st</sup>** of each year, for at least **Ten years** from the commencement of operation. Noncompliance with the reporting requirements shall require on-site monitoring or inspection by the District. The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A through the end of the term described in Section 2.9.1 and for three years following the end date listed in Section 2.9.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For On-Road Projects	For Off-Road Projects
1. Copies of all driver logbook entries for the preceding year	1. Hours operated
2. Miles traveled	2. Fuel consumed
3. Fuel consumed	3. Fuel cost
4. Fuel cost	4. Engine downtime
5. Vehicle downtime	5. Type and cost of maintenance performed
6. Type and cost of maintenance performed	

- 2.9.6 The Participant shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance in accordance with Exhibit C. In the event the Participant does not have the required certificate of insurance, or if the required insurance lapses, this Agreement shall be terminated immediately.
- 2.9.7 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 2.9.8 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of

California. If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions will remain in full force. Any action or proceeding arising out of this Agreement shall be filed in a state court or federal court located in Lassen County, California.

- 2.9.9 No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If the Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract shall apply to the Participant's assignee.
- 2.9.10 The Participant will submit written documentation of performance towards the requirements outlined in Exhibit B to the District by December 31 of each year until termination of this Agreement. The District may request additional performance documentation at its discretion.
- 2.9.11 This agreement may be terminated by the District upon a 30 day notice if the Participant fails to meet any of the obligations established in this Agreement or outlined in the Carl Moyer Program guidelines or the Health and Safety Code. If the Agreement is terminated, the Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Participant an opportunity to cure its failure to meet the Agreement obligations. Additionally, the District and/or CARB may seek all available remedies for breaches of any Agreement provisions, Carl Moyer Program requirements, or Health and Safety Code.
- 2.9.12 The Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.
- 2.9.13 The District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low emission vehicle and engine technology funded under this Agreement or the effects of such technology on the normal operations of the Participant.
- 2.9.14 If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or should have known, that the event has occurred or is likely to occur:
- (i) The Participant suffers a catastrophic loss; or
  - (ii) The Participant files for bankruptcy; or
  - (iii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.
- 2.9.15 This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.

2.9.16 Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Lassen County APCD 720 South Street Susanville, CA 96130 Phone: (530) 257-1041 Fax: (530) 257-1057	Pat Oilar 641-310 Hwy 299 E McArthur, CA 96056 Phone: (530) 949-0041 haypat41@gmail.com

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.9.17 This Agreement consists of the following:

- (i) Participant Agreement
- (ii) Exhibit A – Vehicle and Engine Information Page
- (iii) Exhibit B – Performance Requirements
- (iv) Exhibit C – Insurance Requirements



**DISCLOSURE AGREEMENT:** The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit A with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any owner or owner’s designee who is found to have submitted multiple applications or signed multiple contracts for the same engine(s), equipment, and/or vehicle(s) shall, at a minimum, be disqualified from funding for that engine(s) from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, ARB and the districts may levee fines and/or seek criminal charges.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

**Approved by Participant**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved by the Lassen County Air Pollution Control District**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
Erik Edholm  
Air Pollution Control Officer

**Approved to as form:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
Greg Einhorn  
District Counsel

## EXHIBIT A

### Vehicle / Equipment Information Form

**Vocation(s)** (Please list all vehicle/equipment uses):

Farming

**Equipment:**

Agricultural Tractor

**Project Type:**

Replacement

#### Counties Vehicle Currently Operates

Lassen County	Modoc County, Shasta County
Main Location of Operation (include cross streets)	

#### Annual Vehicle/Equipment Usage Information (be able to prove hours)

	Within the Lassen County Area	Outside of Lassen County Area	Total Operation
Hours	60%	40%	1200 Hours

#### Existing Vehicle Information

Make: International Harvester	Model: 1086	Model Year: 1980	GVWR:
Vehicle Identification Number: 2610181448853	Fleet Identification Number:	License Plate:	Odometer:

#### Existing Engine Information

Make: IH	Model: 6.83	Model Yr: 1980	Serial Number:	HP: 158	Hour Meter: N/A
Fuel Type: Diesel					

#### New or Replacement Vehicle Information

Make: John Deere	Model: 6R110	Model Year: 2024	GVWR:
Vehicle Identification Number: 1L06110RPPR210516	Fleet Identification Number:	License Plate:	Odometer:

#### New Engine or Retrofit System Information

Make: John Deere	Model: PowerTech PSS 4.5L	Model Yr: 2024	Serial Number: N/A	HP: 119	NOx Cert:
Fuel Type:					

## EXHIBIT B – PERFORMANCE REQUIREMENTS

**The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.7 of this Agreement**

Vehicle and Engine Year Make & Model*	Vehicle and Engine Serial Numbers*	Minimum Usage (hours)	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour	Maximum Incentive Amount
2024 John Deer 6R110 Tractor		12,000	.92	\$8.33	\$100,000
<b>Total</b>					

\* The District will fill in information upon verification of project completion.

## EXHIBIT C – INSURANCE REQUIREMENTS

### INSURANCE

Contractor agrees to maintain any and all insurance required for the term of this contract. Limits of liability and coverage details are pursuant to the District's insurance requirements specification. The following insurance coverage is required:

- ☒ COMMERCIAL/GENERAL LIABILITY
- ☐ BUSINESS AUTOMOTIVE LIABILITY
- ☐ PUBLIC ENTITIES/SELF-INSURED STATUS
- ☐ PROFESSIONAL LIABILITY INSURANCE
- ☐ WORKERS COMPENSATION and EMPLOYERS LIABILITY

CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and/or original endorsement(s) and/or insurance binder(s) affecting coverage required below. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to effect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If CONTRACTOR provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess CONTRACTOR'S capability of providing such self-insurance. The APCO may reject self-insurance coverage where he finds that sufficient coverage will not be afforded to the DISTRICT.

During the term of the Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and affect the type and limits of liability requirements as follows:

- I. A. **COMMERCIAL/GENERAL LIABILITY:** Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

**BUSINESS AUTOMOBILE LIABILITY:** Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If CONTRACTOR has no owned automobiles, then only hired and non-owned automobile coverage are required.

Minimum Limits: \$1,000,000 per occurrence for bodily injury or property damage, combined single limit.

- B. **Public Entities/Self-Insured Status:** CONTRACTOR shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three

hundred thousand dollars (\$300,000) per occurrence.

- C. **Professional Liability Insurance** (when the contract involves professional services such as engineering, architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. If not contracting for professional services, delete this paragraph.) Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claim made basis. However, if coverage is written on a claim made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

- II. **Workers Compensation and Employers Liability:** CONTRACTOR shall carry full Worker's Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this contract, in accordance with the "Worker's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Employer's Liability statutory limits will apply. If CONTRACTOR has no employees, no Worker's Compensation coverage is required. If CONTRACTOR hires subcontractors to perform under this agreement, the CONTRACTOR shall assure that the subcontractor carries workers compensation insurance for all of its employees, who are required to be covered by applicable law.
- III. **Notice of Cancellation.** Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage is not suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten-(10) days prior written notice of cancellation for non-payment of CONTRACTOR's insurance premium is permissible.
- IV. **Additional Insured:** It is mandatory that all of the above insurance policies (except workers compensation) shall include the DISTRICT as additional insured. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
- V. In addition, it is understood and agreed that the following be made a part of this Agreement.
- A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability.
- B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.
- C. **Contractors' Insurance as Primary:** The CONTRACTOR's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the CONTRACTOR's insurance and shall not contribute with it.
- D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A: VII, or be an equivalent program of self-insurance.
- E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT'S Risk Manager.