



# MONTEREY BAY

Unified Air Pollution Control District  
serving Monterey, San Benito, and Santa Cruz counties

Air Pollution Control Officer  
Richard Stedman

24580 Silver Cloud Court • Monterey, California 93940 • 831/647-9411 • FAX 831/647-8501

May 26, 2009

Tim Hartigan  
MSCD Carl Moyer Program  
California Air Resources Board  
P.O. Box 2815  
Sacramento, CA

Re: Grant Award for year 11

Tim:

Enclosed please find the counter-signed inked version of our Grant Award and Authorization G08-M018 for \$863,303 towards year 11 of the CMP. We'll transmit our initial disbursement request separately and soon.

Sincerely

David Fairchild  
Transportation/ Air Quality Planner

Enclosed: Grant Award and Authorization for FY 2009 (M11) signed by the District APCO May 26, 2009.

Xmit GA&A.doc

DISTRICT  
BOARD  
MEMBERS

CHAIR:  
Simon Salinas  
Monterey County

VICE CHAIR:  
Sam Storey  
Santa Cruz  
County Cities

Lou Calcagno  
Monterey County

Tony Campos  
Santa Cruz  
County

Dennis Donohue  
City of Salinas

Joseph Russell  
Monterey  
Peninsula Cities

Patricia Pirie  
Santa Cruz  
County

Jane Parker  
Monterey County

Reb Monaco  
San Benito  
County

Richard Ortiz  
South Monterey  
County Cities



**California Air Resources Board**      MONTE  
**Carl Moyer Memorial Air Quality Standards Attainment Program**  
**GRANT AWARD AND AUTHORIZATION FORM**  
 Fiscal Year 2008-2009 (Year 11)      9 MAY 15 P2:38

<b>District:</b>	<b>Monterey Bay Unified Air Pollution Control District</b>
<b>Grant Number:</b>	<b>G08-M018</b>
<b>District Status:</b>	<b>Acceptable</b>
<b>Project Funds:</b>	<b>\$ 776,973</b>
<b>Administration Funds:</b>	<b>\$ 86,330</b>
<b>Total Grant Award:</b>	<b>\$ 863,303</b>
<b>Required District Match:</b>	<b>\$ 153,722</b>

**Terms and Conditions:**

- A. 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.
- B. This award is conditional based on ARB receipt and approval of the following by May 22, 2009:
1. Fully executed Grant Award and Authorization Form accepting Fiscal Year 2008-2209 (Year 11) Carl Moyer Program funds.
- C. Before ARB can release any disbursements of Fiscal Year 2008-2009 (Year 11) funds:
1. ARB must approve the District's Carl Moyer Program 2008-2009 Policies and Procedures manual per 2008 Carl Moyer Program Guidelines, Program Administration chapter, Section 5(a)(4).
  2. District must document expenditure and commitment of prior Carl Moyer Program funding as specified in the 2008 Carl Moyer Program Guidelines, Program Administration chapter, Section 8, Fund Disbursement to Air Districts.
- D. The district is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this grant:
1. ARB-approved District Application to Administer the Carl Moyer Program for Fiscal Year 2008-2009 (Year 11).
  2. ARB-approved District Carl Moyer Program 2008-2009 Policies and Procedures manual.
  3. Carl Moyer Program 2008 Guidelines and Program Advisories.
  4. Carl Moyer Program Fiscal Year 2008-2009 (Year 11) Grant Disbursement Request Form.
  5. Carl Moyer Program Fiscal Year 2008-2009 (Year 11) Required Deadlines.
- E. Carl Moyer Program 2008-2009 funds must be expended by June 30, 2011, per the 2008 Carl Moyer Program Guidelines, Program Administration chapter, Part II, Section 3, Table 1. Funds not expended by June 30, 2011, must be returned by August 30, 2011, per the 2008 Carl Moyer Program Guidelines, Program Administration chapter, Part II, Section 5(b)(1).
- F. ARB's obligations under this Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the District or to furnish any other considerations under this Agreement.

G. Indemnification: The district agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorney's fees, from any and all claims of injury or damages arising out of the performance by the district.

**ARB Contact Information:**

- For project questions, contact your ARB district liaison or call the Grant Help Hotline at 877-56-GRANT (877-564-7268).
- For fiscal related questions, contact Tim Hartigan, Administration Lead, (916) 324-0202, or email THartiga@arb.ca.gov.
- General Mailing Address:  
California Air Resources Board  
MSCD Carl Moyer Program  
PO Box 2815  
Sacramento, CA 95812

**District Contact Information (please complete items 1 – 4):**

(1) District Air Pollution Control Officer: (831) 647-9411 | rstedman@mbuapcd.org  
RICHARD A. STEDMAN  
 Phone | Email Address

(2) District Carl Moyer Program Manager: (831) 647-9418 x234 | d.fair@mbuapcd.org  
DAVID FAIRCCHILD  
 Phone | Email Address

(3) District General Mailing Address:  
24580 SILVER CLOUD COURT  
MONTEREY, CA 93940

(4) District General Phone number:  
(831) 647-9411 fax (831) 697-8501

**Required Signatures:**

The undersigned parties agree to the terms and conditions of this grant, and certify under penalty of perjury that they are duly authorized to bind the parties to this grant.

**California Air Resources Board**

**District**

Marie Stephens  
 Authorized ARB Official Signature  
 Name: Marie Stephens  
 Title: Division Chief  
 Date: 5-13-09

Richard A. Stedman  
 District Air Pollution Control Officer Signature  
 Name: Richard A. Stedman  
 Title: APCO  
 Date: 5/26/09

Note: This form was mailed in duplicate to the District. District must return one original signed form and maintain the other original signed form in their records.



**MBUAPCD**

Monterey Bay Unified Air Pollution Control District  
Serving Monterey, San Benito, and Santa Cruz Counties

24580 Silver Cloud Court  
Monterey, CA 93940  
PHONE: (831) 647-9411 • FAX: (831) 647-8501

April 27, 2010

Ms. Sibyl Britton  
California Air Resources Board  
MSCD Carl Moyer Program  
P.O. Box 2815  
Sacramento, CA 95812

Re: Grant Award and Authorization Form Fiscal Year 2009-2010 (Year 12)

Ms. Britton:

Enclosed is the counter-signed inked version of our Grant Award and Authorization Form Fiscal Year 2009-2010 (Year 12) Grant Number G09-M017 for \$780,147 signed today by our Air Pollution Control Officer. We will transmit our initial disbursement request separately.

Sincerely

Nathan Pierce  
Air Quality Planner

Enclosed:  
Grant Award and Authorization Form Fiscal Year 2009-2010 (Year 12)

Year12GA&AXmit.doc

<b>California Air Resources Board</b> <b>Carl Moyer Memorial Air Quality Standards Attainment Program</b> <b>GRANT AWARD AND AUTHORIZATION FORM</b> <b>Fiscal Year 2009-2010 (Year 12)</b>	MICHAEL DUMBLE 10 APR 14
---	--------------------------------

P2:46

<b>District:</b>	<b>Monterey Bay Unified Air Pollution Control District</b>
<b>Grant Number:</b>	<b>G09-M017</b>
<b>Project Funds:</b>	<b>\$702,132</b>
<b>Administration Funds:</b>	<b>\$ 78,015</b>
<b>Total Grant Award:</b>	<b>\$780,147</b>
<b>Required District Match:</b>	<b>\$117,022</b>

**General Terms and Conditions:**

- A. **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.
- B. **Assignment:** This grant is not assignable by the Air District, either in whole or in part, without the consent of ARB.
- C. **Compliance with law, regulations, etc.:** The Air District agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- D. **Conflict of interest:** The Air District certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- E. **Disputes:** The Air District shall continue with the responsibilities under this Grant Agreement during any dispute. Air District staff or management may work in good faith with ARB 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 ARB staff shall be subject to resolution by the ARB Executive Officer, or his designated representative, whose decision shall be final and binding.
- F. **Environmental justice:** In the performance of this Grant Agreement, the Air District shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

- G. **Fiscal management systems and accounting standards:** The Air District agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
- H. **Force majeure:** Neither ARB nor the Air District shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- I. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. ARB and the Air District 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 Air District hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- J. **Indemnification:** The Air District agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Air District, and out of the operation of equipment that is purchased with funds from this Grant Award.
- K. **Air District's responsibility for work:** The Air District shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Air District shall be responsible for any and all disputes arising out of its contracts for work 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 Air District and any other entity concerning responsibility for performance of work.
- L. **Independent actor:** The Air District, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of ARB.
- M. **Nondiscrimination:** During the performance of this Grant Agreement, the Air District and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Air District and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- N. **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.
- O. **Prevailing wages and labor compliance:** If applicable, the Air District agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Air District shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

- P. **Professionals:** District 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.
- Q. **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.
- R. **Termination:** ARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Air District of any material provision after such violation has been called to the attention of the Air District and after failure of the Air District to bring itself into compliance with the provisions of this Grant Agreement.
- S. **Timeliness:** Time is of the essence in this Grant Agreement. The Air District shall proceed with and complete projects funded by this Grant Award in an expeditious manner.
- T. **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.
- U. **Availability of funds:** ARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Air District or to furnish any other considerations under this Grant Agreement.
- V. **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.
- W. This award is conditional based on ARB receipt and approval of the following by April 30, 2010:
1. Fully executed Grant Award and Authorization Form accepting Fiscal Year 2009-2010 (Year 12) Carl Moyer Program funds.
- X. The district is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this grant:
1. ARB-approved District Application to Administer the Carl Moyer Program for Fiscal Year 2009-2010 (Year 12).
  2. ARB-approved District Carl Moyer Program 2009-2010 Policies and Procedures manual.
  3. Carl Moyer Program 2008 Guidelines and Program Advisories.
  4. Carl Moyer Program Fiscal Year 2009-2010 (Year 12) Grant Disbursement Request Form.
  5. Carl Moyer Program Fiscal Year 2009-2010 (Year 12) Required Deadlines.
- Y. Before ARB can release any disbursements of Fiscal Year 2009-2010 (Year 12) funds, the District must document expenditure and commitment of prior Carl Moyer Program funding as specified in the 2008 Carl Moyer Program Guidelines, Program Administration chapter, Section 8, Fund Disbursement to Air Districts.

- Z. Carl Moyer Program 2009-2010 funds must be expended by June 30, 2012, per the 2008 Carl Moyer Program Guidelines, Program Administration chapter, Part II, Section 3, Table 1. Funds not expended by June 30, 2012, must be returned by August 31, 2012, per the 2008 Carl Moyer Program Guidelines, Program Administration chapter, Part II, Section 5(b)(1).

**Special Terms and Conditions (District-Specific)**

None

**ARB Contact Information:**

- For project questions, contact your ARB district liaison or call the Grant Help Hotline at 877-56-GRANT (877-564-7268).
- For fiscal related questions, contact Sibyl Britton, Administration Lead, (916) 324-0555, or e-mail [SBritton@arb.ca.gov](mailto:SBritton@arb.ca.gov).
- General Mailing Address:  
California Air Resources Board  
MSCD Carl Moyer Program  
PO Box 2815  
Sacramento, CA 95812

**District Contact Information (please complete items 1 – 4):**

(1) District Air Pollution Control  
Officer:

Richard Stedman	831-647-9411	rstedman@mbuapcd.org
	Phone	Email Address

(2) District Carl Moyer Program  
Manager:

David Fairchild	831-647-9411	DFair@mbuapcd.org
	Phone	Email Address

(3) District General Mailing Address:

MBUAPCD  
24580 Silver Cloud Ct.  
Monterey, CA 93940

(4) District General Phone number:

~~831-647-9411~~

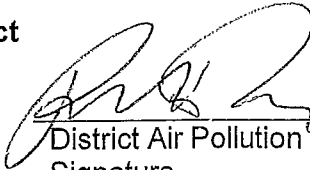
**Required Signatures:**

The undersigned parties agree to the terms and conditions of this grant, and certify under penalty of perjury that they are duly authorized to bind the parties to this grant.

**California Air Resources Board**

**District**

Marie Stephans  
Authorized ARB Official Signature

  
District Air Pollution Control Officer  
Signature

Name: Marie Stephans

Name: Richard Stedman

Title: Division Chief

Title: Air Pollution Control Officer

Date: 4-8-10

Date: 4/27/2010

Note: This form was mailed in duplicate to the District. District must return one original signed form and maintain the other original signed form in their records.