



Eastern Kern

Air Pollution Control District

Glen E. Stephens, P.E.
Air Pollution Control Officer

May 14, 2019

Andrea Juarez, Air Pollution Specialist
Office of Community Air Protection
California Air Resources Board
9480 Telstar Avenue
El Monte, California 91731

SUBJECT: Eastern Kern Air Pollution Control District AB 617 Community Air Protection Program
FY 2017/2018, One-Year Report due May 18, 2019

Dear Ms. Juarez:

This letter is intended to satisfy the Eastern Kern Air Pollution Control District (District) one-year reporting requirement of Fiscal Year (FY) 2017/2018, AB 617 Community Air Protection Program (CAPP) funds, Grant #: G17-CAPP-7, due May 18, 2019. The District was allocated \$22,833 in FY 2017/2018, AB 617 CAPP funds. Of this amount, \$21,406 was allocated to projects and \$1,427 was used for program implementation.

District Agreement No. 01-003-2019 provides \$21,406 in FY 2017/2018 AB 617 funds to the Family Resource Center for the purchase and distribution of approximately forty Oransi V HEPA Max in-home air purifiers in the Kern River Valley (KRV). Each unit costs approximately \$479 plus shipping. The KRV is located in a Disadvantaged Low-income Community that is frequently adversely affected by smoke from nearby seasonal wildfires. The air purifiers are designed to alleviate the poor indoor air quality caused by these fires.

The Family Resource Center will host one or more public events (as needed) in spring/summer 2019, in the KRV to distribute the air purifiers. One air purifier will be issued first-come, first-served, to each KRV residence until all air purifiers have been awarded. Addresses will be verified to insure only one unit is issued per household. District staff will assist in the public event(s).

Cost Breakdown: The District used approximately \$1,427 of FY 2017/2018, AB 617 CAPP funds for program implementation. This includes Staff time and outreach. The Family Resource Center is volunteering their time. At least forty (40) air purifiers costing \$479 each plus shipping and tax will be purchased for a total of \$21,406.

Should you have any questions, please telephone myself or Jeremiah Cravens at our office at (661) 862-5250.

Sincerely,

A handwritten signature in blue ink that reads "Glen E. Stephens".

Glen E. Stephens, P.E.
Air Pollution Control Officer

GES:JC:tf



Eastern Kern

Air Pollution Control District

Glen E. Stephens, P.E.
Air Pollution Control Officer

January 31, 2019

Board of Directors
Eastern Kern APCD
2700 "M" Street, Suite 302
Bakersfield, CA 93301

SUBJECT: Agreement No. 01-003-2019 with Family Resource Center, Utilizing AB 617 Grant Funds

Honorable Board:

The Eastern Kern Air Pollution Control District (District) has been awarded AB 617 (Cristina Garcia, Chapter 136, Statutes of 2017) Grants funds from the California Air Resources Board (CARB) to employ proven and innovative strategies to improve community health by reducing exposure to air pollutants in neighborhoods most impacted by air pollution emissions. On May 3, 2018, the District Board of Directors adopted Resolution 2018-003-05 to receive AB 617, Community Air Protection Program (CAPP) Grant Funds, in the amount of \$22,833 for projects to improve community health.

Family Resource Center has proposed to purchase and distribute in-home air purifiers. Residences in the Kern River Valley are adversely affected frequently by smoke from nearby fires. Air purifiers are designed to alleviate some of the poor air quality. This project has been verified by District Staff to meet the District's and AB 617 CAPP eligibility criteria. Staff is recommending the subject project for funding.

Three copies of the proposed agreement, a sample copy of which is attached, were sent to the applicant to approve by signature and are expected to be returned to the District prior to the Board Meeting. If any significant changes are identified by the applicant, the item will be withdrawn and the Agreement will be held to the March 2019 Board Meeting.

IT IS RECOMMENDED your Board approve and authorize Chairman to sign Agreement 01-003-2019 with Family Resource Center for the purchase of in-home air purifiers.

Sincerely,

Glen E. Stephens, P.E.
Air Pollution Control Officer

GES:kl



AGREEMENT
BETWEEN
EASTERN KERN AIR POLLUTION CONTROL DISTRICT
AND
FAMILY RESOURCE CENTER

THIS AGREEMENT is made and entered into on this 31st Day of January 2019, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT (“**DISTRICT**”) and FAMILY RESOURCE CENTER (“**GRANTEE**”). DISTRICT and GRANTEE may be referred to individually as “**Party**” and collectively as “**Parties.**”

W I T N E S S E T H:

WHEREAS:

- (a) AB 617 (Cristina Garcia, Chapter 136, Statutes of 2017) is a collaborative initiative that will employ proven and innovative strategies to improve community health by reducing exposure to air pollutants in neighborhoods most impacted by air pollution;
- (b) AB 617 amended California Health and Safety Code Sections 40920.6, 42400, and 42402 and added Sections 39607.1, 40920.8, 42411, 42705.5, and 44391.2 to the California Health and Safety Code;
- (c) AB 617 utilizes a community-focused framework to: build on existing successful programs; provide enhanced information on community level air pollution; develop community-specific emission reduction programs; provide targeted incentive funding; focus on early actions to emphasize community participation; and utilize a collaborative process involving the California Air Resources Board (CARB), air districts, and community representatives;
- (d) On May 3, 2018, the DISTRICT Governing Board approved Resolution 2018-003-05 to receive Community Air Protection Program (CAPP) Grant Funds in the amount of \$22,833 for projects to improve community health;
- (e) GRANTEE has proposed a project that meets the eligibility criteria of the DISTRICT and AB 617 CAPP and has been recommended for funding by DISTRICT staff; and
- (f) GRANTEE represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **Project.** GRANTEE shall perform all activities and work necessary to complete the project described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, on schedule and in a professional manner, the services described herein. GRANTEE represents that GRANTEE either has the



expertise necessary to adequately perform the project specified in said **Exhibit A** or will hire personnel with the necessary expertise.

2. **Period of Performance/Timetable.** GRANTEE shall commence performance of work and diligently execute said work in accordance with the project implementation schedule and deadlines for performance indicated in **Exhibit A**, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. **Reporting Requirements.** GRANTEE shall submit reports to DISTRICT as provided in **Exhibit A** attached hereto. DISTRICT reserves the right to review, comment, and request changes to any report produced as a result of this Agreement.

4. **Payments.**

A. The total obligation of the DISTRICT under this Agreement shall not exceed twenty-one thousand four-hundred six dollars (\$21,406.00). GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in **Exhibit A**. Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project, as outlined in **Exhibit A**, is not received by GRANTEE, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.

B. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent activities have been satisfactorily rendered. Claims and all supporting documentation shall be submitted directly to the DISTRICT.

C. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

D. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

E. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, subcontractors, or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.

F. Any compensation that is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall



be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.

5. **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the GRANTEE thirty (30) days' prior written notice.

6. **Term.** This Agreement shall be deemed in force as of the date first above written and shall remain in effect until project is complete and payment by DISTRICT of the final claim of GRANTEE, unless sooner terminated as hereinafter provided.

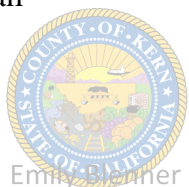
7. **Assignment.** GRANTEE shall not assign, sublet, or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.

8. **Negation of Partnership.** In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE's employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment.

9. **Disclosure Statement.** The GRANTEE certifies that any other request(s) for grant or incentive funding that has been submitted or will be submitted to any other party, including but not limited to dealers, manufacturers, other air districts, the Air Resources Board, or any other government agency for the project described in **Exhibit A** of this Agreement, will be disclosed to the DISTRICT prior to requesting payment.

If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue one or more of the following actions:

- A. The DISTRICT may adjust funding proportional to any rebate, discount, or subsidy; or
- B. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; or
- C. The GRANTEE may be banned from submitting future applications to any and all DISTRICT solicitations.



10. **Indemnification.** GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT and DISTRICT's Board members, officials, agents, officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.

11. **Insurance.** GRANTEE, in order to protect DISTRICT and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of all actions in connection with the performance of GRANTEE's obligations, as required in this Agreement, shall secure and maintain insurance as described below which lists the DISTRICT and DISTRICT's Board members, officials, agents, officers, employees, volunteers and authorized representatives as additional insureds and shall require any contractor(s) hired by GRANTEE to secure and maintain such insurance. GRANTEE shall not have any work performed under this Agreement until GRANTEE has confirmed that all insurance required under this section has been obtained and the required certificates of insurance have been filed with and approved by the DISTRICT. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, GRANTEE shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. GRANTEE, or any contractor(s) hired by GRANTEE, shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by GRANTEE or an additional insured.

A. **Workers' Compensation and Employers Liability Insurance Requirement –** GRANTEE shall submit written proof that GRANTEE and any contractor(s) hired by GRANTEE are insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

GRANTEE shall also maintain and shall require that all contractors hired by GRANTEE to perform work on the project maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. **Liability Insurance Requirements:**

(1) During the construction of the project described in **Exhibit A**, GRANTEE shall maintain and shall require that all contractors hired by GRANTEE to perform work on the project maintain the following insurance coverages at all times during the performance of said work:

(a) **Commercial General Liability Insurance**, including, but not limited to, **Contractual Liability Insurance** (specifically concerning the indemnity provisions of this Agreement), **Products-Completed Operations Hazard**, **Personal Injury** (including bodily injury and death), and **Property Damage** for liability arising out of the contractor's performance of work



under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph b. shall include an endorsement naming the DISTRICT and DISTRICT's Board members, officials, officers, agents, employees, volunteers, and authorized representatives as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to DISTRICT and must be approved by the APCO for DISTRICT.

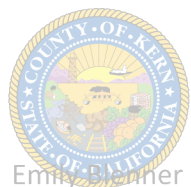
(4) Prior to GRANTEE's commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

C. Cancellation of Insurance – All insurance coverages required to be maintained by GRANTEE or any contractors hired by GRANTEE shall be maintained until the completion of all work to be performed by GRANTEE or such contractor(s), and shall not be reduced, modified, or canceled without thirty (30) days' prior written notice to DISTRICT. GRANTEE and any contractors hired by GRANTEE shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating, or in special circumstances, be pre-approved by the DISTRICT.

E. If GRANTEE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, GRANTEE shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by GRANTEE is equivalent to the above-required coverages.

F. All insurance afforded by GRANTEE or any contractor(s) hired by GRANTEE, pursuant to this Agreement shall be primary to and not contributing to any other insurance or



self-insurance maintained by DISTRICT. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the DISTRICT.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve GRANTEE, or any contractors hired by GRANTEE, of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by GRANTEE or any contractor hired by GRANTEE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by GRANTEE. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from GRANTEE resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to GRANTEE, DISTRICT shall deduct from sums due to GRANTEE any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to GRANTEE pursuant to this Agreement is insufficient to reimburse DISTRICT for the premiums and any associated costs, GRANTEE agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve GRANTEE of its obligations under this Agreement.

12. **Termination.**

A. Breach of Agreement – The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT:

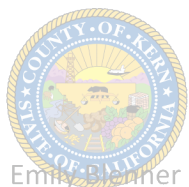
- (1) GRANTEE has illegally or improperly used funds;
- (2) GRANTEE has failed to comply with any term of this Agreement; or
- (3) GRANTEE has submitted a substantially incorrect or incomplete report to the DISTRICT.

In no event shall any payment by the DISTRICT constitute a waiver by the DISTRICT of any breach of this Agreement or any default which may then exist on the part of the GRANTEE. Neither shall such payment impair or prejudice any remedy available to the DISTRICT with respect to the breach or default. The DISTRICT shall have the right to demand of the GRANTEE the repayment to the DISTRICT of any funds disbursed to the GRANTEE under this Agreement which in the judgment of the DISTRICT were not expended in accordance with the terms of this Agreement. The GRANTEE shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, DISTRICT may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. Without Cause – Either Party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to Section 3, be paid the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination.

13. **Notices.** All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage



prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

Glen E. Stephens, APCO
Eastern Kern Air Pollution
Control District
2700 "M" St, Ste 302
Bakersfield, California 93301

To GRANTEE

Dr. Robin Shive, Ed.D.
Superintendent
Family Resource Center
3240 Erskine Creek Road
Lake Isabella, California 93240

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

14. **Conflict of Interest.** The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

15. **Sole Agreement.** This document contains the entire agreement of the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

16. **Authority to Bind DISTRICT.** It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

18. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.

19. **Choice of Law/Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

20. **Confidentiality.** GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as



such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive termination of this Agreement.

21. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

22. **Severability.** Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

23. **Compliance with Law.** GRANTEE shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

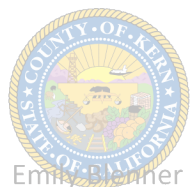
24. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

25. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

26. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

27. **Nondiscrimination.** Neither GRANTEE, nor any officer, agent, employee, servant, or subcontractor of GRANTEE, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly, or through contractual or other arrangements.

28. **Audit, Inspection, and Retention of Records.** GRANTEE agrees to maintain and make available to DISTRICT accurate books and records relative to all its activities under this Agreement. GRANTEE shall permit DISTRICT to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records, personnel, or other data related to all other matters covered by this Agreement. GRANTEE shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon DISTRICT herein.



GRANTEE shall be subject to an audit by DISTRICT or its authorized representative to determine if the revenues received by GRANTEE were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, DISTRICT makes a determination that funds provided GRANTEE pursuant to this Agreement were not spent in conformance with this Agreement, AB 2766 or any other applicable provisions of law, GRANTEE agrees to immediately reimburse DISTRICT all funds determined to have been expended not in conformance with said provisions.

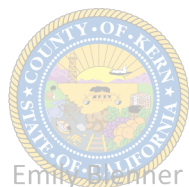
29. **Non-Collusion Covenant.** GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

30. **Political Activity and Lobbying Prohibited.** None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

31. **No Third Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

32. **Compliance with IRCA.** GRANTEE acknowledges that GRANTEE, and all subcontractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). GRANTEE is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by GRANTEE to perform services under this Agreement are in compliance with IRCA. In addition, GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that GRANTEE’s employees, or the employees of any subcontractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its subcontractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE’s subcontractor.

33. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.



Each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

**EASTERN KERN AIR POLLUTION
CONTROL DISTRICT**

By _____
Chairman, District Board
"DISTRICT"

FAMILY RESOURCE CENTER

By _____
Dr. Robin Shive, Ed.D,
President
"GRANTEE"

**APPROVED AS TO CONTENT:
Air Pollution Control District**

By _____
Glen E. Stephens, P.E., APCO

**APPROVED AS TO FORM:
Agency Attorney**

By _____
Attorney

**APPROVED AS TO FORM:
Office of the County Counsel**

By _____
Emily Watts Blenner, Deputy



EXHIBIT A

Agreement No. 01-003-2019

Project Location: Eastern Kern County, Kern River Valley, California.

Description of Project: GRANTEE will purchase and distribute approximately forty (40) home air purifiers to Eastern Kern County residences. Estimated total cost of the project is \$21,406.00.

Project Implementation Schedule: Project shall start on or after January 17, 2019 and shall be completed by January 17, 2020.

Equipment and Reporting Requirements:

1. AB 617 Air Filter Distribution List (or reasonable facsimile) shall be utilized to denote air filter recipients and distribution locations.
2. Completed, legible copy of AB 617 Air Filter Distribution List shall be provided to DISTRICT to satisfy Reporting Requirements.
3. DISTRICT shall have right of entry for project monitoring.
4. GRANTEE shall deliver each air filter to eligible recipient.
5. GRANTEE shall deliver a maximum of one air filter per address (household).
6. GRANTEE shall submit invoices of air filter purchases to DISTRICT within 30 days after purchase.
7. GRANTEE is responsible for all project costs exceeding the DISTRICT's Maximum Project Grant Funds Approved specified below.

Maximum Project Grant Funds Approved: The DISTRICT shall pay up to a maximum grant amount of twenty-one thousand four-hundred six dollars (\$21,406.00). The final cost shall be the cost after adjustment for any rebates, discounts, or subsidies received by GRANTEE that were not considered in determining the amount to be paid by DISTRICT under this Agreement.





AB 617 Air Filter Distribution List



Date	First Name	Last Name	Street Address	City	Zip Code	Signature

