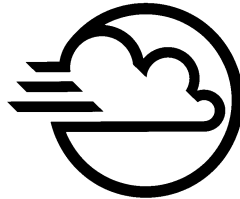


**VENTURA COUNTY APCD  
CARL MOYER MEMORIAL AIR QUALITY STANDARDS  
ATTAINMENT PROGRAM  
GRANT AGREEMENT  
VCCMP 13-XX**

**SAMPLE AGREEMENT**  
**(Insert name of Grantee)**  
**(Funding Category)**

**Year Thirteen**



**Ventura County Air Pollution Control District  
669 County Square Drive, 2<sup>nd</sup> Floor  
Ventura, California 93003-5417  
805/645-1400**

**VENTURA COUNTY APCD  
CARL MOYER PROGRAM – GRANT AGREEMENT VCCMP 13-XX  
(Insert Name of GRANTEE)**

This Grant Agreement, VCCMP 13 - **XX**, is made this \_\_\_\_\_ of \_\_\_\_\_, 2011 between the Ventura County Air Pollution Control District, hereinafter referred to as "APCD," and [*insert name of Grantee*], hereinafter referred to as Grantee. Collectively, APCD and Grantee shall be referred to as "Parties."

**RECITALS**

WHEREAS, APCD is a county air pollution control agency with the primary responsibility for preparing and implementing its Air Quality Management Plan to achieve and maintain federal and state ambient air quality standards in the County of Ventura as mandated by the federal Clean Air Act Amendments of 1990 (hereinafter the "Act") and the California Clean Air Act (Health & Safety Code Section 39000 et seq.), respectively;

WHEREAS, the Governor and the California State Legislature, through the Carl Moyer Memorial Air Quality Standards Attainment Program (Health & Safety Code Section 44275 et seq.) ("Carl Moyer Program") and the state budget process, authorized up to \$90 million in funding from the Air Pollution Control Fund to the California Air Resources Board for the provision of incentives to use or convert to cleaner heavy-duty engines;

WHEREAS, APCD is authorized by the California Air Resources Board (ARB) Carl Moyer Program Guidelines to award grant funds to offset the incremental cost of projects that reduce air pollution from heavy-duty diesel engines;

WHEREAS, Grantee has submitted a Carl Moyer Program grant proposal containing true and correct information for the reduction of air pollution from heavy-duty diesel engines;

WHEREAS, APCD and Grantee agree that certain technical terms used throughout this Grant Agreement are defined by Health & Safety Code Section 44275 and corresponding State regulations;

WHEREAS, Grantee represents it is highly qualified and experienced in its professional field and is able to perform the activities described in the Carl Moyer Program Grant Proposal submitted by Grantee and Section F, Grant Requirements, of the following GRANT TERMS AND CONDITIONS; and

WHEREAS, the APCD Board has reviewed this Carl Moyer Grant Proposal, has determined that it is eligible to receive Carl Moyer Grant funding and has decided to fund Grantee's proposal at an amount not to exceed \$ **XXX**\_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises, consideration and conditions listed below, it is hereby agreed between APCD and Grantee as follows:

**VENTURA COUNTY APCD  
CARL MOYER PROGRAM – GRANT AGREEMENT VCCMP 13-XX  
(Insert Name of GRANTEE)**

**GRANT TERMS AND CONDITIONS**

**A. Funding Authorization**

The APCD Board’s funding authorization for this project is contingent upon Grantee signing this Grant Agreement and fulfilling the grant terms and conditions. If Grantee has not signed this Grant Agreement and returned it for signature by the Air Pollution Control Officer by [**30 days after date of Board approval**], the Board’s funding authorization may be rescinded.

**B. Grantee Obligations to be Performed under this Grant Agreement**

This Grant Agreement, which includes the attached application forms and their attachments, Disclosure Statement, Application Statement, and applicable state and local laws and regulations constitutes the legal framework for the grant obligations to be performed by Grantee. Within the Term of the Grant Agreement specified in Section C below, Grantee must perform all of the obligations described in this Grant Agreement.

**C. Term of the Grant Agreement**

The term or inclusive period of service of this Grant Agreement shall commence on (**insert APCD Board Approval date**) and end (**insert Project Life in years**) years following completion of the purchase, repower, or retrofit work specified in the grant proposal (Attachment). The term or inclusive period of service of this Grant Agreement may be extended by application to and written approval from the APCD.

**D. Project Life**

The Project Life is the number of years used to determine the cost-effectiveness of the Project. The Project Life for this project is (**insert Project Life in years**) years. During the Project Life, either the APCD or the California Air Resources Board or both have the authority to inspect the Project, enforce terms of this Grant Agreement, and pursue refund for any noncompliance with the terms and conditions of this Grant Agreement.

**E. Project**

**[Describe the project here]** and include the following statement: This project complies with the Carl Moyer Program Guidelines and criteria and will meet all program requirements for the full contract term.

**F. Grant Requirements**

1. No work on this Project may begin until the Grant Agreement is signed and dated by both the Grantee and the APCD.
2. Grantee shall complete the purchase, repower, or retrofit work specified in the Grant Proposal by (**insert date: 18 months after APCD Board approval date**)

***unless an earlier date must be specified to correlate with regulatory compliance deadlines***) unless the APCD has approved, in writing, a request from the Grantee for a different time period to complete the purchase, repower or retrofit work.

3. Grantee shall furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorizations from all applicable federal, State, and local jurisdictions necessary to perform and complete, in accordance with the schedule and in a professional manner, the services described herein and as set forth in the attached Grant Proposal.
4. Grantee shall permanently destroy and render useless or cause to be destroyed permanently or rendered useless any engine that has been replaced using Carl Moyer Program funds. Grantee shall also breach, by burning, cutting or breaking, cooling or lubricant passages, and critical mating surfaces in the cylinder block. Grantee shall make each destroyed engine available for APCD inspection in order for the APCD to certify such work has been properly done.
5. Grantee shall ensure that the subject or replaced engine is not removed from the subject vehicle, equipment, or boat until such time as APCD personnel has had the opportunity to inspect the engine for the manufacturer's permanently marked serial number. If the manufacturer's permanently marked serial number is not legible, Grantee will make certain that an APCD representative has documented a unique indelible mark or attached a tamper-proof tag to the engine prior to removal that ensures the engine's identity can be verified after removal. Alternatively, an APCD representative may witness that the engine has been permanently destroyed and rendered useless before it is removed from the vehicle, equipment, or boat.
6. Grantee shall submit, on a calendar quarterly basis beginning on **(insert date-end of ensuing calendar quarter)**, progress reports on forms, supplied by the APCD, to APCD no later than fifteen (15) days after the end of each quarter as set forth herein until the purchase, repower, or retrofit work is completed.
7. Grantee must provide the APCD with a Federal Tax ID Number for the private business or public agency or, for an owner/operator only, the owner's Social Security Number within 30 days of the final execution of this Grant Agreement.
8. Grantee shall complete and submit reporting forms according to the schedule identified in Section J, Grant Reporting in addition to the quarterly reports set forth in subsection F.6. above.

[ONE OF THE FOLLOWING]

**Motor Vehicle Purchase, Repower, or Retrofit**

9. Grantee agrees to comply with the following operational requirements:

- a. For years one through (***insert Project Life in years***) following completion of the purchase, repower, or retrofit, a minimum of 75 percent of vehicle mileage or operating hours or fuel consumption must take place within the political boundaries of the State of California.

During this time, vehicle mileage or operating hours or fuel consumption must be at least ***insert 70% of throughput used to calculate cost effectiveness*** (70 percent of the historical usage used to calculate cost-effectiveness). ***This "70%" provision is not required to be included in the Grant Agreement if the grant application met the requirements outlined in Section 29(f) of the Carl Moyer Program Administration Guidelines (Part III of IV).***

- b. Grantee shall operate and maintain the engine(s) pursuant to the engine manufacturer's specifications for the entire Project Life. Grantee shall not tamper with any engine or cause tampering of any engine.
  - c. Grantee shall install a tamper proof, non-resettable, digital odometer on each vehicle. If during the project life this odometer fails for any reason, the owner shall immediately notify the APCD of such failure and remains responsible for validating any miles not recorded by the odometer. The owner must repair or replace the non-operating odometer promptly.
10. If the Grantee seeks to be excused or released from the obligation of performing above operational requirements in this grant, Grantee may request, in writing to the APCD, the termination of this Grant Agreement. Such a request is not and shall not be construed as a waiver of any other obligations that the Grantee is subject to. APCD shall not unreasonably withhold its agreement or approval of such a request for grant termination. If the Grantee chooses to terminate the Grant Agreement prior to its expiration date, Grantee agrees to refund a pro rata share of the Carl Moyer Program grant to the APCD. The pro rata refund amount shall be calculated as follows:

$$R = G \times ((H \times T) - A) / (H \times T), \text{ where}$$

R = pro rata refund (\$)

G = Grant Amount (\$)

H = historical annual throughput claimed in grant application (hours per year, gallons per year or miles per year)

T = term of grant agreement (years)

A = Accumulated throughput of funded equipment (hours, gallons or miles)

A request to terminate the Grant Agreement will not be granted unless there is a refund.

### **Marine Vessel Repower**

9. Grantee agrees to comply with the following operational requirements:

- a. For years one through (***insert Project Life in years***) following completion of the repower a minimum of 75 percent of operating hours or fuel consumption must take place within California Coastal Waters as defined in the CARB Carl Moyer Program Guidelines.

During this time, local fuel purchases must be at least ***insert 70% of throughput used to calculate cost effectiveness in gallons per year*** (70 percent of the historical usage used to calculate cost-effectiveness). Local fuel purchases are those documented with receipts from fuel docks in VCAPCD, SCAQMD, and SBCAPCD). Grantee shall submit copies of these receipts to APCD annually in accordance with Section J.3 of this Agreement.

***This "70%" provision is not required to be included in the Grant Agreement if the grant application met the requirements outlined in Section 29(f) of the Carl Moyer Program Administration Guidelines (Part III of IV).***

- b. Grantee shall install, operate and maintain the engine(s) pursuant to the engine manufacturer's specifications and warranty requirements for the entire Project Life. Grantee shall not tamper with any engine or cause tampering of any engine.
  - c. Grantee shall install a tamper proof, non-resettable, digital hour meter on each engine. If during the project life a meter fails for any reason, the owner shall immediately notify the APCD, and remains responsible for validating any hours not recorded by the meter. The owner must repair or replace the non-operating meter promptly.
10. If the Grantee seeks to be excused or released from the obligation of performing above operational requirements in this grant, Grantee may request, in writing to the APCD, the termination of this Grant Agreement. Such a request is not and shall not be construed as a waiver of any other obligations that the Grantee is subject to. APCD shall not unreasonably withhold its agreement or approval of such a request for grant termination. If the Grantee chooses to terminate the Grant Agreement prior to its expiration date, Grantee agrees to refund a pro rata share of the Carl Moyer Program grant funding to the APCD. The refund amount shall be calculated as follows:

$$R = G \times ((H \times T) - A) / (H \times T), \text{ where}$$

R = pro rata refund (\$)

G = Grant Amount (\$)

H = historical annual throughput claimed in grant application (gallons per year)

T = term of grant agreement (years)

A = Accumulated throughput of funded equipment (gallons purchased locally)

A request to terminate the Grant Agreement will not be granted unless there is a refund.

### Agriculture Pump Repower

9. Grantee agrees to operate and maintain 100 percent of all pump operating hours within the political boundaries of Ventura County for the Project Life following completion of the repower. Grantee shall install, operate and maintain the engine(s) pursuant to the engine manufacturer's specifications and warranty for the entire Project Life.

During this time, operating hours or fuel consumption must be at least ***(insert 70% of throughput used to calculate cost effectiveness in hours per year)*** (70 percent of the historical usage used to calculate cost-effectiveness).

Grantee shall not tamper with any engine or cause tampering of any engine. ***This "70%" provision is not required to be included in the Grant Agreement if the grant application met the requirements outlined in Section 29(f) of the Carl Moyer Program Administration Guidelines (Part III of IV).***

Grantee shall install a tamper proof, non-resettable, digital hour meter on each engine. If during the project life a meter fails for any reason, the owner shall immediately notify the APCD, and remains responsible for validating any hours not recorded by the meter. The owner must repair or replace the non-operating meter promptly.

10. If the Grantee seeks to be excused or released from the obligation of performing above operational requirements in this grant, Grantee may request, in writing to the APCD, the termination of this Grant Agreement. Such a request is not and shall not be construed as a waiver of any other obligations that the Grantee is subject to. APCD shall not unreasonably withhold its agreement or approval of such a request for grant termination. If the Grantee chooses to terminate the Grant Agreement prior to its expiration date, Grantee agrees to refund a pro rata share of the Carl Moyer Program grant funding to the APCD. The refund amount shall be calculated as follows:

$$R = G \times ((H \times T) - A) / (H \times T), \text{ where}$$

R = pro rata refund (\$)

G = Grant Amount (\$)

H = historical annual throughput claimed in grant application (hours per year)

T = term of grant agreement (years)

A = Accumulated throughput of funded equipment (hours)

A request to terminate the Grant Agreement will not be granted unless there is a refund.

### Off-Road Equipment Replacement

9. Grantee agrees to comply with the following operational requirements:

- a. For years one through (**enter Project Life**) following completion of the replacement, a minimum of 75 percent of operating hours must take place within the political boundaries of the State of California.

During this time, operating hours must be at least **(insert 70% of throughput used to calculate cost effectiveness in hours per year)** (70 percent of the historical usage used to calculate cost-effectiveness). **This "70%" provision is not required to be included in the Grant Agreement if the grant application met the requirements outlined in Section 29(f) of the Carl Moyer Program Administration Guidelines (Part III of IV).**

- b. Grantee shall operate and maintain the engine(s) pursuant to the engine manufacturer's specifications for the entire Project Life. Grantee shall not tamper with any engine or cause tampering of any engine.
10. If the Grantee seeks to be excused or released from the obligation of performing above operational requirements in this grant, Grantee may request, in writing to the APCD, the termination of this Grant Agreement. Such a request is not and shall not be construed as a waiver of any other obligations that the Grantee is subject to. APCD shall not unreasonably withhold its agreement or approval of such a request for grant termination. If the Grantee chooses to terminate the Grant Agreement prior to its expiration date, Grantee agrees to refund a pro rata share of the Carl Moyer Program grant to the APCD. The pro rata refund amount shall be calculated as follows:

$$R = G \times ((H \times T) - A) / (H \times T), \text{ where}$$

R = pro rata refund (\$)

G = Grant Amount (\$)

H = historical annual throughput claimed in grant application (hours per year)

T = term of grant agreement (years)

A = Accumulated throughput of funded equipment (hours)

A request to terminate the Grant Agreement will not be granted unless there is a refund.

11. The replacement equipment must serve the same function and perform the same work equivalent as the old equipment (i.e. replacement of an agricultural tractor with another agricultural tractor). This requirement may be waived but only with prior written approval from ARB for instances where general purpose farming equipment changes commodities.
12. No grant funds will be issued for maintenance or repairs related to the operation of the equipment. The Grantee takes sole responsibility for ensuring that the equipment is in operational condition throughout the agreement period.

13. Grantee shall install a tamper proof, non-resettable, digital hour meter on each engine. If during the project life a meter fails for any reason, the owner shall immediately notify the APCD, and remains responsible for validating any hours not recorded by the meter. The owner must repair or replace the non-operating meter promptly.
14. The equipment replacement program requires the existing equipment to be destroyed. The chassis and engine must be destroyed to permanently remove old equipment from service. Critical mating surfaces in the engine cylinder block and cooling or lubricant passages shall be breached, by burning, cutting or breaking. The chassis shall be cut in such a manner as to make it permanently unusable and not repairable. Grantee shall turn over the old equipment to the dealer and ensure that the dealer makes each destroyed component available for APCD inspection in order for the APCD to certify such work has been properly done.

**G. Grant Funding and Payments**

APCD hereby provides Carl Moyer Grant funds to Grantee in the amount not to exceed \$\_\_\_\_\_, which does not exceed \$16,400/ton incremental cost, or other source-category specific limits specified in the 2008 CMP Guidelines. APCD payment of such funds is contingent upon the providing the serial number of the old engine to APCD, or until such time as a unique indelible mark or tamperproof tag, approved by the APCD, is placed on the engine which ensures that the engine's identity can be verified after it is permanently destroyed or rendered useless. APCD shall distribute funds to the Grantee in accordance with the schedule in Section H, below.

**H. Payments**

Upon the Grantee's presentation of a claim for payment to the APCD, the APCD shall make such payment only for work completed, delivered, and accepted by the APCD. The claim for payment shall be in the form of an itemized invoice. The maximum payment for each project phase as follows and shall not exceed the contract amount:

Phase	Incremental Amount	Maximum Amount
<b>1. Delivery of Engine(s) (50%)</b>	\$_____	\$_____
<b>2. Installation of new engines and destruction of old engines (40%)</b>	\$_____	\$_____
<b>X.</b>	\$_____	\$_____
<b>Final APCD Inspection and Acceptance* (10% of total grant)</b>		\$_____

\*Final APCD Inspection and Acceptance includes successful inspection by APCD verifying project is complete and all itemized invoices and completion reports have been submitted and approved.

Payment checks may be issued in the names of both Grantee and Grantee's contractor or subcontractor, if any.

**I. Records**

Grantee shall keep and provide to APCD, ARB, or its agents, upon request, accurate financial records of the project costs, which shall include, but not be limited to, labor activity reports, timecards if any, invoices, and published price lists on which Grant Agreement price was based. The APCD may, as necessary, review Grantee's bills, invoices, or requests for payment under this Grant Agreement, in order to verify the accuracy of Grantee's charges, and to verify that such charges are consistent with the terms of this Grant Agreement. Grantee shall maintain all such records for at least three years after the date on which this Grant Agreement terminates.

**J. Grant Reporting**

Grantee shall submit the following reports using the reporting forms attached to this Grant Agreement.

1. The Progress reports specified in Section F.6.
2. A completion report, whenever Grantee submits a final invoice to APCD for payment (this report is optional at the discretion of APCD).
3. Annual reports, no later than January 31 of each year, on forms mailed to Grantee in late December. All grantees must report engine hours, location and condition. Marine vessel grantees must also report annual fuel purchases and submit copies of fuel purchase receipts.
4. Grantee shall provide APCD with any information that either the APCD or the CARB deem necessary for the CARB annual report to the Legislature on the Carl Moyer Program.
5. Grantee's noncompliance with the reporting requirements of this section shall result in on-site monitoring by either the APCD or the CARB, or both, to ensure compliance with reporting requirements.

**K. Audit and Review**

APCD or its agents have the right to audit and review the records identified in Section I above. Grantee shall maintain these records pursuant to the terms of this Grant Agreement to the extent necessary to verify the accuracy of Grantee's charges, and to verify that such charges are consistent with Grantee's standard accounting practices and are in accordance with the terms of this Grant Agreement. Any such audit and review will be conducted by APCD or County of Ventura auditors

at the expense of APCD or at Grantee's option and expense, by a mutually acceptable third party accounting firm.

**L. Nondiscrimination Clause**

1. During the performance of this grant agreement, Grantee and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Act Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this grant agreement by reference and made a part of it as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. Grantee shall include the nondiscrimination and compliance provisions of this section in any subcontracts it uses to perform work under this Grant Agreement.

**M. Contamination and Pollution**

Grantee, at its own cost and expense, must clean up, remediate, or otherwise return to pre-Grant Agreement status any premises, property, or natural resources contaminated or polluted by Grantee activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the Grantee will be borne entirely by the Grantee to the extent of its activities.

**N. Termination of Grant Agreement**

Grantee acknowledges that the California Air Resources Board (ARB), through the APCD, is providing funds for this Carl Moyer Program project. If sufficient funds are not made available to APCD by ARB for the continuance of this project, APCD may suspend or terminate this Grant Agreement by giving written notice to Grantee. APCD may terminate this Grant Agreement at any time for violation of any term or condition of this Grant Agreement by Grantee, which will also trigger the refund provisions in subsection F.10.

**O. Status of Grantee**

Grantee and Grantee's contractor or subcontractors, or both, shall perform all services under this Grant Agreement as independent contractors to the Grantor and not as employees, officers, or agents of APCD.

**P. Indemnification**

Grantee agrees to hold harmless, indemnify, and defend APCD, its officers, employees, agents, representatives, and successors-in-interest against any and all, loss, damage, cost, or expenses which APCD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any death, bodily injury, damage to tangible property injury or property damage caused or incurred by the negligence of the Grantee, its employees, subcontractors, or agents, in the performance of this Grant Agreement.

**Q. Unusual Circumstances**

The Parties shall be excused from performing their respective obligations in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, fire, equipment breakdown or failures. In case of any delay to the performance of any of the terms and conditions described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

**R. Point of Contact**

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the parties may from time to time designate in writing:

Grantee

**Contact Person**  
**Grantee**  
**Street Address**  
**City, State Zip**  
**Phone number and email address**

APCD

Carl Moyer Program Representative  
Ventura County Air Pollution Control District  
669 County Square Drive, 2<sup>nd</sup> Floor  
Ventura, California 93003-5417

**S. Waivers**

The waiver by either party to this Grant Agreement of any term, covenant, or condition of this Grant Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, or ordinance of law.

**T. Amendment**

This Grant Agreement may only be amended in writing by mutual agreement of the Parties and executed by the APCD and Grantee.

**U. California Law to Apply**

1. This Grant Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Grant Agreement are performable in California.
2. California Health & Safety Code Section 44280 (b) authorizes the CARB to determine the eligibility requirements for Carl Moyer Program grant awards. The CARB has developed the Carl Moyer Program Guidelines to establish the minimum requirements for program eligibility. Those guidelines include the requirement that the emission reductions achieved through implementation of this project cannot already be required by any local, state, and/or federal rule, regulation or memorandum of understanding.

**V. Rights to Emission Reductions**

APCD retains all rights, claim of ownership, and possession of any emission reductions that may be achieved or any emission reduction credits as determined by APCD rule or regulation and Health & Safety Code Sections 40709, 40710 and 40711 through the installation and operation of the low emissions equipment or engine funded by this Grant Agreement that occur in Ventura County. Grantee waives any and all rights, claims of ownership or possession to any emission reductions or emission reduction credits, as determined by APCD rule and Health & Safety Code Sections 40709, 40710, and 40711, that may be achieved through the installation and operation of the low emissions equipment or engine funded by this Grant Agreement that occur in Ventura County.

**W. Assignment**

Grantee agrees that it has no authority to assign or transfer any interest in this Grant Agreement or any funds payable hereunder unless it first obtains the prior written approval of the APCD. Otherwise, there is no third party beneficiary of this Grant Agreement.

**X. Provision Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Grant Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Grant Agreement shall forthwith be physically amended to make such insertion or correction.

**Y. Grant Agreement Integrated**

This Grant Agreement represents the entire and integrated Grant Agreement between APCD and Grantee and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Grant Agreement, which is not contained herein, shall be valid or binding. APCD and Grantee agree that the contents of Grantee's grant proposal shall be incorporated herein by reference with the understanding that the terms and conditions of this Grant Agreement take precedence over any conflicting provision in the Grantee's grant proposal.

**Z. Conflicts between Grant Agreement and Incorporated Attachments**

With the exception of the County's Unlawful Nondiscrimination Ordinance, to the extent that any provisions in any of the other attachment(s), which are incorporated into this Grant Agreement by reference, conflict with any provision contained in this Grant Agreement, the provision of this Grant Agreement shall take precedence and govern.

**AA. Publication**

APCD shall have the right of prior written approval of any document that shall be disseminated to the public by Grantee, in which Grantee utilized information obtained from APCD in connection with performance under this Grant Agreement.

Information, data, documents, or reports developed by Grantee for APCD, pursuant to the Grant Agreement, shall be part of APCD's public record except as may be marked or treated as confidential or proprietary under law. Grantee may use or publish, at its own expense, such information provided to APCD.

**AB. Authority**

The undersigned represent that they have read and understood this Grant Agreement and that they possess all requisite authority to legally bind their respective organizations and entities to this Grant Agreement.

**AC. Project Logos**

At the sole option of APCD, Grantee shall allow the APCD to place a logo on a prominent location of the project facilities, vehicles, vessels, or equipment. The logo design, style, color and placement are the exclusive right of the APCD.

**AD. Electronic Monitoring Units (EMU)**

At the option of APCD, Grantee shall install or allow the installation of Global Positioning Systems (GPS) device or unit on vessels and vehicles/equipment which may, from time to time, not operate within APCD jurisdictional boundaries throughout the Project Life. If a GPS device or unit is installed, Grantee shall not tamper, disconnect, or render inoperable the GPS device or unit for however long the APCD deems it necessary for the GPS device or unit to be on the vessel,

vehicle or equipment. Grantee agrees to submit data as requested and otherwise cooperate with all data reporting requirements. Failure to abide by these terms is cause for Grant Agreement termination and refund.

**AE. Repercussions for Nonperformance**

By executing the Grant Agreement, Grantee understands and agrees to operate the vehicle, equipment, and/or engine according to the terms of the Grant Agreement and to cooperate with the APCD and ARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. Repercussions of noncompliance with the Grant Agreement include but are not limited to cancelling the Grant Agreement and recapturing project funds. ARB and APCD have the authority to fine the owner or seek other remedies available under the law for noncompliance with Carl Moyer Program requirements and nonperformance with the Grant Agreement. APCD may consider unforeseen circumstances beyond the owner's control in determining repercussions for nonperformance. ARB reserves the right to enforce the terms of the Grant Agreement at any time during the term of the Grant Agreement.

Ventura County Air Pollution Control District

GRANTEE

\_\_\_\_\_  
Michael Villegas  
Air Pollution Control Officer

\_\_\_\_\_  
{Name}  
{TITLE}

\_\_\_\_\_  
Federal Tax ID Number or  
Social Security Number

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

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

**VENTURA COUNTY APCD  
CARL MOYER PROGRAM  
PROGRESS REPORTING FORM (Project Number)**

Subsection F.2 of your Grant Agreement specifies that the purchase, repower, or retrofit work specified in the Grant Proposal must be completed by (***insert date***) unless the APCD has approved, in writing a request from the Grantee for a time extension.

Please complete this form at the end of each calendar quarter until the work specified in the Grant Proposal is complete. Submit the completed forms to the Ventura County APCD no later than 15 days after the end of each calendar quarter (April 15, July 15, October 15, January 15).

Date

1. The new equipment was or will be ordered on: \_\_\_\_\_
  2. The old engine was removed from the vehicle, boat or equipment on: \_\_\_\_\_
  3. The old engine was destroyed on: \_\_\_\_\_
  4. Installation of the new equipment began on: \_\_\_\_\_
  5. Installation of the equipment was completed on: \_\_\_\_\_
- 

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Print name and affiliation of person completing form

Date

Send completed forms to:

Carl Moyer Program

Ventura County Air Pollution Control District

669 County Square Drive, 2<sup>nd</sup> Floor

Ventura, CA 93003-5417.

Email [christ@vcapcd.org](mailto:christ@vcapcd.org).

**VENTURA COUNTY APCD  
CARL MOYER PROGRAM  
COMPLETION REPORTING FORM – (Project Name and Number)**

Please complete and submit a copy of this form to the APCD with invoice(s) when work specified in the Grant Proposal is complete and new equipment has been placed into service.

**OLD EQUIPMENT**

Old Engine Manufacturer	Old Engine Model Number	Old Engine Serial Number	Date Destroyed.

**NEW EQUIPMENT**

New Engine Manufacturer	New Engine Model Number	New Engine Serial Number	Date new equipment was placed in service

I certify that the new equipment has been tested and placed into service and the old equipment has been destroyed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date