



Northern Sonoma County Air Pollution Control District

INTRODUCTION to the “CAPP Mini Grant”

A District Community Air Protection Program

The Community Air Protection Program

The California Legislature provides funding to the California Air Resource Board (CARB) and Air Districts to implement [AB617 \(Garcia 2017\)](#) also known as the “Community Air Protection Program” (CAPP). CAPP Implementation funding is provided to help the Air Districts meet staffing, equipment, and program-wide needs in their clean air mission. District participation in CAPP is optional and Districts have discretion within the [AB617 guidelines](#) to determine how they use the implementation funding. The Districts are responsible for periodic CAPP reporting to CARB and the reports are published on [CARB’s web site](#).

Community Mini-Grant Support Program

Northern Sonoma County Air Pollution Control District (NSCAPCD or District) is offering its “CAPP Mini Grant” program for community projects that help the District implement its clean air mission. The goal of these mini grants is to help awardees to become active partners in identifying, evaluating, and ultimately supporting reduction of air pollution and exposures to pollution in their communities.

Using CAPP funds, the CAPP Mini Grant program is designed to provide modest funding to local businesses, non-profits, or government agencies and to motivate and instigate community action that supports improvement in air quality and reduces human exposure to air pollution. Grants are made in an amount of up to **\$2,000.00**, each, and funds must be expended within 12 months of execution of a CAPP Mini Grant Agreement. Applications are accepted on an on-going basis until funds run out. NSCAPCD is offering **\$10,000** of funding for the inaugural launch of this program, for Calendar Year 24/25

Who is Eligible to Apply?

Eligible applicants represent community groups that are public-facing. Priority consideration is provided for groups that serve sensitive persons such as the elderly, children, low-income and disadvantaged communities, outdoor workers, and schools. All applicants submit their proposals to the District with the understanding that the selection of a CAPP Mini Grant

awardee is determined by the District APCO, and is final. Applicants should review the CAPP Mini Grant Agreement for full Program details and requirements. Applicants are bound to the terms of the agreement herein, which includes documentation and reporting of how funds are expended.

What are Eligible Expenses?

Eligible uses of grant funds include, but are not limited to:

- Wages or salaries for direct outreach (such as door-to-door canvassing);
- Purchase of materials and supplies;
- Equipment rental;
- Printing and postage of publicity and promotional materials;
- Refreshments and other incentives for volunteers;
- Administrative overhead.

Required Acknowledgements

The District's CAPP Mini Grant Program is part of the California Climate Investments (CCI), 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. The Program is also supported by the Northern Sonoma County Air Pollution Control District to promote the AB617 Implementation program in our District's communities. The District and CCI logos are required on outreach materials.*

How to Apply

Applicants must include a brief statement of their eligibility and the community groups that would be served with the included "Attachment A", and then review and sign this Agreement and submit it to the District for consideration. Submissions may be submitted by e-mail at airquality@sonoma-county.org; or dropped-off in person at the office during weekday business hours, placed in the District mailbox, or sent by mail to the District address below.

NSCAPCD
Attn: CAPP Mini Grant
625 Center Street
Healdsburg, CA 95448
Phone: 707.433.5911



Northern Sonoma County Air Pollution Control District

CAPP Mini- Grant Program

Participation Agreement to Receive Funds

Grant Agreement Recitals

The Community Air Protection Program (CAPP) is designed to improve air quality and to reduce exposure to pollutants in affected communities in California;

CAPP provides targeted incentive funding for many projects in accordance with AB617 Implementation guidelines, such as providing cleaner technologies in community settings, reducing pollution, community sensors, outreach and awareness, and emissions reporting and allows for the District to disseminate funds to support the state's program;

By employing these comprehensive strategies, CAPP aims to lower pollution levels and reduce health risks, ultimately enhancing community health;

The Northern Sonoma County Air Pollution Control District has established the CAPP Mini-Grant Program to distribute CAPP funds to projects within its territory;

NOW THEREFORE: the District enters into the following CAPP Mini-Grant Agreement to continue the improvement of local air quality.

Terms and Conditions of Agreement

1. **Use of Funds.** The Grantee is set to receive \$_____ from the District's CAPP funded CAPP Mini Grant Program funds. The only requirement for utilization is to comply with this Agreement. The District hereby requires that the Grantee acknowledge the District and CARB in all promotional materials, printed programs, or reports;
2. **Availability of funds.** The District's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the District shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

3. **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.
4. **Disbursement Deadline.** The Community Air Protection Program Funds specified in this Grant Agreement must be expended within 12 months of executing a CAPP Mini Grant Agreement. A brief extension may be available upon discretion of the District.
5. **Liquidation and Return of Funds.** Funds not liquidated within 12 months of executing a CAPP Mini Grant Agreement must be returned within 30 days to the District. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
6. **Project Reporting.** A final project report shall be provided to NSCAPCD by Grantee with at conclusion of project, which will include for the District:
 - copies of any documents or materials produced for the project;
 - A sample of project activity photographs, and provide the District with copies of photographs;
 - A brief final project report.
7. **Compliance with law, regulations, etc.** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
8. **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.
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 District 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 staff shall be subject to resolution by the District Board. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice.** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

11. **Fiscal management systems and accounting standards.** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
12. **Governing law and venue.** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the District, 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 Sonoma, 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.
13. **Grantee's responsibility for work.** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The District and State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
14. **Independent contractor.** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the District.
15. **Nondiscrimination.** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of 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 contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 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 contractors 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 subcontracts to perform work under this Grant Agreement.

16. **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.
17. **Personally Identifiable Information.** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
18. **Prevailing wages and labor compliance.** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
19. **Professionals.** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
20. **Termination.** The District may terminate this Grant Agreement by written notice at any time prior to completion of 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.
21. **Timeliness.** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
22. **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.
23. **Audit.** Grantee agrees that the District, CARB, the State Department of General Services, State Department of Finance, the Bureau of State Audits, or their designated

representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

24. **Indemnification.** The Grantee agrees to accept full responsibility for any loss or damage to any person or entity, including but not limited to the DISTRICT, California Air Resources Board (CARB), and California Climate Investments (CCSI). The Grantee will defend, indemnify, hold harmless, reimburse, and release these parties, including the State and the Board and their officers, representatives, successors-in-interest, agents, and employees, from any and all actions, claims, damages, liabilities, expenses, and costs, including attorneys' fees and litigation expenses, arising from personal injury, property damage, or economic loss connected to the performance of the Sensors. This includes any claims involving the Usership, whether or not there is concurrent negligence by the DISTRICT, CARB, or CCSI, except where liability is due to their sole or active negligence or willful misconduct. This indemnification is not limited by any restrictions on the amount or type of damages or compensation payable to or for the Grantee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
25. **Cancellation.** If for any reason the Grantee no longer wants to receive these funds, the Grantee may return them at any time.
26. **Force Majeure.** Neither the District or the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
27. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the executors, personal representatives, heirs, devisees, legatees, successors and assigns of the Parties hereto provided.
28. **Entire Agreement.** Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supersedes all prior agreements; and, no statements, promises, or inducements made by either Party that are not contained in this Agreement.
29. **Assignment.** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the District.

30. **Captions.** The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

31. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and effect.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Facsimile or electronically signed copies shall be deemed to be originals.

33. **Further Acts.** Each Party agrees to cooperate and perform any further acts and to execute, acknowledge and deliver any customary documents which may be reasonably necessary to carry out the provisions of this Agreement.

34. **Notice.** Notices about this Agreement shall be given via email at the address below, or by calling the numbers listed below.

DISTRICT:

NSCAPCD Attn: CAPP Mini Grant Program

Email:

Phone:

Grantee:

Name: _____

Email: _____

Phone: _____

Granter (PRINT NAME)	Granter (SIGNATURE)	DATE
Northern Sonoma County Air Pollution Control District		

Grantee (PRINT NAME)	Grantee (SIGNATURE)	DATE
CAPP Mini Grant Program Participant		

* [California Climate Investments](#), is 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.



Northern Sonoma County Air Pollution Control District.

Online at: www.NoSoCoAir.org.



ATTACHMENT A
(Insert Application Here)