

**VENTURA COUNTY LIBRARY SYSTEM RAY D. PRUETER LIBRARY
CLEAN AIR SHELTER HVAC UPGRADE PROJECT
GRANT AGREEMENT CAPP-25-01**

This Grant Agreement, CAPP-25-01, is made this 18th day of March, 2025, between the Ventura County Air Pollution Control District, hereinafter referred to as either “GRANTOR” or “APCD,” and the Ventura County Library System, hereinafter referred to as “GRANTEE.” Collectively, APCD and GRANTEE are sometimes referred to as the “parties.”

RECITALS

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

WHEREAS, in 2018, the Community Air Protection Program (CAPP) was developed by California Air Resources Board (CARB) to implement AB 617 (C. Garcia, Chapter 136, Statutes of 2017);

WHEREAS, the CAP Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities;

WHEREAS, AB 617 directs that the funds shall be used to reduce exposure in communities most impacted by air pollution;

WHEREAS, APCD is authorized by CARB’s CAP Program Guidelines to award grant funds to offset the incremental cost of projects that reduce air pollution and/or exposure of the public to air pollution;

WHEREAS, GRANTEE has submitted a Grant Proposal to APCD describing GRANTEE’s proposed project to upgrade four of GRANTEE’s HVAC units at the Ray D. Prueter Library in Port Hueneme for the purpose of improving indoor air quality at the facility so it may serve as a clean air shelter to Ventura County residents during wildfire smoke or other events causing poor air quality in the Port Hueneme and South Oxnard area;

WHEREAS, GRANTEE represents that it is able to timely perform and accomplish all its obligations stated in this Grant Agreement; and

WHEREAS, APCD has reviewed GRANTEE’s Grant Proposal describing its proposed project to upgrade four HVAC units at the Ray D. Prueter Library in Port Hueneme (“Project”), and APCD has decided to provide funding to GRANTEE for the Project in an amount not to exceed \$200,000.00 for GRANTEE’s acquisition, installation, and use of Project-related equipment pursuant to the terms and conditions of this Grant Agreement.

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

AGREEMENT

1. 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 June 11, 2025, the Board's funding authorization may be rescinded.

2. GRANTEE Responsible for Project

APCD's sole obligation under this Grant Agreement is to provide grant funding to GRANTEE for the purpose of GRANTEE's implementation of its Project. GRANTEE, its agents, and contractors shall be solely responsible for implementing the Project.

3. Project Completion and Duration

- a. By no later than March 11, 2026, GRANTEE shall confirm to APCD that the Project's upgraded HVAC units are fully operational, and GRANTEE shall provide APCD with copies of the final Project invoices for which GRANTEE requests funding hereunder. This deadline may be extended, but only if mutually agreed upon by the parties, by amending this Grant Agreement pursuant to section 11 below.
- b. GRANTEE and/or its authorized agents must own, operate, and maintain the Project's upgraded HVAC units for a minimum of five years after initial use. During the five-year project life, GRANTEE must operate the upgraded HVAC units with filters rated MERV 14 or better at all times and GRANTEE must maintain the units and replace the filters per the manufacturers' recommendations.
- c. During the five-year project life, GRANTEE commits to operating the Ray D. Prueter Library public areas as a clean air shelter during normal operating hours, including holidays and weekends during wildfire smoke impacts and when the ambient air quality is unhealthy for sensitive groups or worse in the surrounding communities. To the extent feasible, GRANTEE will keep the Ray D. Prueter Library open to the public for extended hours during times when community residents are likely to use the library to reduce exposure to wildfire smoke.
- d. During the five-year project life, GRANTEE agrees that APCD may list the Ray D. Prueter Library as a clean air shelter (or other appropriate terminology) during public outreach regarding wildfire smoke impacts and when informing Ventura County residents how to reduce their exposure to wildfire smoke.

4. Project Implementation

- a. GRANTEE shall upgrade at least four HVAC units that serve public areas of the by the deadline outlined in section 3 above.

5. Grant Funding and Payments; Limitation of GRANTEE Liability

- a. The grant funding provided by APCD to GRANTEE hereunder shall not exceed \$200,000.00 and shall be in the form of reimbursement payments from APCD to GRANTEE for Project-related HVAC upgrades, that GRANTEE has actually incurred. The grant funding shall not be available for any other Project-related costs or expenses including, but not limited to, maintenance or operation of the grant-funded equipment.
- b. GRANTEE shall submit all itemized Project invoices to APCD for which grant funding is requested.
- c. Except regarding GRANTEE's liability arising out of section 8 below (Indemnification and Hold Harmless), GRANTEE's total liability to APCD for any and all noncompliance with, or default or breach of, the terms and conditions of this Grant Agreement shall be limited to, as APCD's sole and exclusive remedy, GRANTEE's obligation to repay to APCD the total amount of grant funding that APCD has provided to GRANTEE hereunder.

6. Grant Reporting and Project Milestones

- a. GRANTEE shall promptly notify the APCD in writing when each of the following required Project milestones occurs:
 1. When new equipment is purchased for each of the HVAC units,
 2. When upgrades to each HVAC unit are completed.
- b. Provide an annual report on the status of the Project equipment operation and maintenance, and a summary of significant operational changes during the three years following Project implementation, due no later than February 1 of the calendar year following Project year implementation. GRANTEE shall include an economic assessment in the annual report comparing the operation and maintenance costs associated with the Project versus historical equipment maintenance costs associated with the upgraded equipment.
- c. GRANTEE shall, upon GRANTOR's request, share its experience and knowledge regarding this Project with other building operators in Ventura County wishing to make similar upgrades by hosting equipment demonstrations and attending meetings at reasonable times and locations.

7. On-Site Inspection, Audits, and Records Retention

- a. APCD and its designated agents shall have the right to review and copy any records and supporting documentation pertaining to GRANTEE's performance of its obligations hereunder, including, but not limited to, GRANTEE's Project-related contracts for which GRANTEE seeks reimbursement hereunder and any related subcontract, as well as any programmatic, fiscal records and documentation regarding the Project. GRANTEE shall maintain such records for possible audit until December 31, 2032. GRANTEE shall allow the auditor(s) access to such records upon reasonable advanced notice during GRANTEE's normal business hours.

- b. APCD and its designated agents shall have the right to inspect the equipment funded by this Grant Agreement upon reasonable advanced notice during GRANTEE's normal business hours.

8. Indemnification and Hold Harmless

GRANTEE shall defend (at APCD's request), indemnify, and save harmless APCD and the County of Ventura, their boards, agencies, departments, officers, employees, agents, and volunteers (hereinafter collectively referred to as "Indemnified Parties"), from and against any and all claims, lawsuits, judgments, debts, demands, and liability, brought for or on account of, or to the extent resulting from or arising out of, GRANTEE's performance of any of its obligations hereunder, unless the same be caused by the sole negligence or willful misconduct of Indemnified Parties.

9. Notices

All notices referenced in or provided pursuant to this Grant 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:

Nancy Schram	Tyler Harris
Ventura County Library	Ventura County APCD
5600 Everglades St. Suite A Ventura, CA 93003	4567 Telephone Rd. Ste 200 Ventura, CA 93003

10. Waivers

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

11. Amendments

This Grant Agreement may only be amended in a writing duly executed by both parties.

12. Assignment

GRANTEE shall not assign or transfer any interest in this Grant Agreement or any funds payable hereunder unless approved in writing by APCD.

13. Grant Agreement Integrated

This Grant Agreement represents the entire and integrated Grant Agreement between APCD and GRANTEE regarding the subject matter hereof and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties 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.

Ventura County Air Pollution Control District

Ventura County Library

Ali R. Ghasemi
Air Pollution Control Officer/Executive Officer

Nancy Schram
Library Director

Date: _____

Date: _____