

APPENDIX B

SAMPLE GRANT AGREEMENT

**TARGETED CAR SHARING AND
MOBILITY OPTIONS IN DISADVANTAGED
COMMUNITIES PILOT PROJECT
(CAR SHARING PILOT PROJECT)**

**FISCAL YEAR 2014-15
LOW CARBON TRANSPORTATION FUND
INVESTMENTS**

California Environmental Protection Agency



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Project Title: Targeted Car Sharing and Mobility Options in Disadvantaged Communities Pilot Project Fiscal Year 2014-15 (Car Sharing Pilot Project)

Grant Number: XXX

Total Grant Amount: \$XXX,XXX.XX

Total Grantee Match:

Grant Term: Upon execution – May 1, 2018

Grant Recipient Name: XXX

Authorized Official: XXX

Title: XXX

Address: XXX

Phone: XXX

Tax Identification Number: XXX

This legally binding Grant Agreement, including Exhibits A through F, attached hereto and incorporated by reference herein, is made and executed between the California Air Resources Board and _____.

Exhibit A: Grant Provisions

Exhibit B: Work Statement, incorporating the following attachments:

Attachment I: Budget Summary

Attachment II: Project Milestones and Disbursement Schedule

Attachment III: Project Schedule

Attachment IV: Key Project Personnel

Exhibit C: Disbursement Request Form

Exhibit D: Solicitation

Exhibit E: Application Package

Exhibit F: Payee Data Record (STD. 204)

The undersigned parties agree to comply with the requirements and conditions contained herein, including all provisions, roles, and responsibilities identified in the Solicitation and Application. The undersigned parties certify under the penalty of perjury that they are duly authorized to bind the parties to this Grant.

California Air Resources Board:

Signature of Authorized Official

Date

Name/Title:

Section/Unit:

Grant Recipient:

Signature of Authorized Official

Date

Name/Title:

Section/Unit:

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Grant Provisions

A. GRANT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (ARB) to
_____ (Grantee).

2. The ARB Grant Coordinator is Mr. Kevin Driskill. All financial inquiries regarding this project shall be directed to:

Kevin Driskill
Air Resources Board
Administrative Services Division
Post Office Box 1436
Sacramento, California 95812
Phone: (916) 324-2165
Email: kevin.driskill@arb.ca.gov

3. The ARB Project Liaison is Mr. Tim Hartigan. Correspondence regarding this project shall be directed to:

Tim Hartigan
Air Resources Board
Mobile Source Control Division
P.O. Box 2815
Sacramento, California 95812
Phone: (916) 324-0202
Email: Tim.Hartigan@arb.ca.gov

4. Grantee Liaison is _____. Correspondence regarding this project shall be directed to:

Name
Title
Address
Phone
Email

B. TIME PERIOD

1. Performance of work or other expenses billable to ARB under this Grant may commence after full execution of this Grant by parties. Performance on this Grant ends once Grantee has submitted the final report or if this Grant is terminated, whichever is earlier.
2. Grantee must implement the project for at least one year from the date that participants begin using the project, and the project must be completed no later than **April 1, 2018**.
3. Grantee must submit and ARB must receive a draft Final Report and a final Grant Disbursement Request for payment to ARB Project Liaison within 30 days of project completion or no later than **May 1, 2018**, whichever comes first.
4. The ARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by **January 1, 2016**, 60 percent of project funding has not been expended by Grantee. In the event of such termination, Section D. Fiscal Administration, 4. Suspension of Payments and Early Grant Termination (below), of these provisions shall apply.

C. SCOPE OF WORK

This section defines the respective scope of work of ARB and Grantee in administering the Car Sharing Pilot Project.

1. ARB is responsible for the following:
 - a. Participating in regular meetings with Grantee to discuss project refinements and guide the administration of the project.
 - b. Reviewing and approving project elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, quarterly reports, and final report.
 - c. Review and approve all Grant Disbursement Request Forms (Exhibit D) and distribute funds to Grantee.
 - d. Provide project oversight (in conjunction with Grantee).
 - e. Ensure compliance with applicable requirements of:
 1. Fiscal Year 2014-2015 Funding Plan for the Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments (FY 2014-15 Funding Plan)
 2. Fiscal Year 2014-15 Grant Solicitation Car Sharing Pilot Project
2. Grantee's responsibilities include project development, project administration, and project reporting, including, but not limited to, the following tasks:
 - a. Grantee's key project personnel will participate in an initial meeting with ARB staff before work on the project begins. The purpose of the initial meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved. Grantee's key project personnel will also participate in meetings to discuss progress to be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the ARB Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the ARB Project Liaison.

- b. Purchase, lease, or otherwise subsidize participant use of eligible light-duty passenger vehicles and medium-duty passenger or shuttle vans that are zero emission or near-zero emission vehicles, which include plug-in hybrid electric vehicles (PHEV), battery electric vehicles (BEV), and fuel cell electric vehicles (FCEV). Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution may be made subject to prior approval by ARB.
Additional vehicle requirements:
 - 1. May be purchased or leased.
 - 2. May be new or used.
 - 3. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle is not eligible.
 - 4. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP¹ or vouchers from HVIP².
 - 5. Used vehicles that have participated in CVRP or HVIP are eligible.
 - 6. Must be registered in California.
 - 7. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (Violation, California Vehicle Code Section 27156).
- c. Purchase and install electric vehicle supply equipment (EVSE) to provide electricity for BEVs and PHEVs, if applicable. EVSE equipment may be:
 - 1. Public or private.
 - 2. Installed in commercial or residential locations.
 - 3. Level 1: rated up to 120 volts AC and 15 amps.
 - 4. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.
 - 5. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80 percent capacity within 30 minutes.
- d. Prepare materials in consultation with ARB and conduct outreach and education to the identified disadvantaged community.
- e. Establish secure and safe home base parking within the identified disadvantaged community.
- f. Develop policy and process to evaluate potential participants that includes evaluation of driver records for insurability.
- g. Enroll participants and ensure they meet the following requirements:
 - 1. To be eligible, participants must:
 - a. Possess a current California Class C Driver's license.
 - b. Meet minimum requirements to drive a project vehicle as required by Grantee and the insurance provider, to be developed in conjunction with ARB.
 - c. Complete an Initial Participant Survey upon enrollment.

¹ <http://energycenter.org/clean-vehicle-rebate-project>

² <http://www.californiahvip.org/>

- d. Complete trip surveys and participate in research as requested by Grantee.
- e. Pay project fees as required by Grantee.
- 2. Participants become ineligible upon any of the following events:
 - a. Participant becomes ineligible for insurance.
 - b. Participant's license lapses or is revoked.
 - c. Is found to be an unsafe or impaired driver.
 - d. Causes damage to a vehicle or EVSE.
 - e. Non-payment of project fees.
 - f. Non-compliance with project requirements, at the discretion of Grantee or ARB.
- h. Conduct initial and follow-up participant surveys, report status quarterly, respond to ad hoc ARB and public queries, and provide an end-of-project final report, as follows:
 - 1. Initial Participant Survey: Grantee will administer an Initial Participant Survey to project participants to collect vehicle usage data and other information. ARB will coordinate with Grantee to identify survey parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. Data includes:
 - a. Transportation patterns, auto ownership, and average annual auto miles used in last two years prior to participation in the project.
 - b. Unmet transportation needs.
 - c. Other participant information (number of participants and other demographic information as developed with ARB).
 - 2. Quarterly Reports: Grantee will provide quarterly summary reports to ARB, beginning three months after full grant execution and continuing through the end of the project. Deliverables include:
 - a. Project fund expenditures in detail to date and for the quarterly period.
 - b. Schedule of community outreach and education conducted and materials used.
 - c. Participant information (total number of participants, added and subtracted participants, and other demographic information).
 - d. Vehicles and EVSE information.
 - e. Trip and fuel usage information (number and types/purpose of trips taken, trip beginning and end points, miles traveled, fuel and electricity used, and other information as developed with ARB).
 - f. Estimates of Greenhouse Gas (GHG) and criteria pollutant emission reductions achieved using the most up-to-date quantification methodology as provided and directed by ARB.
 - g. Survey updates, as required by ARB.
 - h. Other co-benefits to the identified disadvantaged community.
 - i. Accounting records, including expenditure and income information and supporting documentation.
 - j. Other data and analysis as developed with ARB.

3. Final Report: Grantee will provide a Final Report within 30 days of the end of the project as identified in Exhibit B, Attachment II, Project Milestones, with the following information (at a minimum):
 - a. Overview of the Car Sharing Pilot Project from inception through project end, including project background, partnerships, funding sources, challenges, successes, and suggestions going forward.
 - b. Table and narrative of Project Milestones.
 - c. Results of Initial Participant Survey and updates.
 - d. Changes in participant knowledge of and acceptance of advanced technology clean vehicles.
 - e. Vehicle, EVSE, and fuel usage information.
 - f. Estimated GHG and criteria pollutant emission reductions achieved.
 - g. Other co-benefits to the identified disadvantaged community.
 - h. Accounting reports, including expenditure and income information and supporting documentation.
 - i. Other data and analysis as developed with ARB.
- i. Insurance Requirements – Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements outlined in this section. No payments will be made under this grant until Grantee fully complies with all insurance requirements.
 1. General Provisions Applying to All Policies
 - a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
 - b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and Grantee agrees no work or services will be performed prior to obtaining such approval. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
 - c. Premiums, Assessments and Deductibles – Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
 - d. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category

rating of no lower than VI. If Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g. Inadequate Insurance – Inadequate or lack of insurance does not negate Grantee's obligations under the grant.
 - h. Use of Subcontractor - In the case of Grantee's utilization of Subcontractors to complete the grant scope of work, Grantee shall include all Subcontractors as insured's under Grantee's insurance or supply evidence of Subcontractor's insurance to The State equal to policies, coverages, and limits required of Grantee.
2. Grant Insurance Requirements – Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:
- a. Commercial General Liability – Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.**
 - b. Automobile Liability – Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. “Any Auto” symbol 1 is required.
 - c. Workers Compensation and Employers Liability – Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**
- j. Develop, administer, and maintain a user-friendly vehicle reservation system; at a minimum, provide telephone-based, person-to-person reservation fulfillment.

- k. Develop policies and procedures documents and flow charts that describe Grantee's administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting. Examples include, but are not limited to:
 1. Organizational charts
 2. Details on how key Car Sharing Pilot Project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 - a. Outreach and education.
 - b. Participant evaluation, enrollment, and tracking.
 - c. Vehicle reservations, tracking, and maintenance.
 - d. Data collection and reporting.
 3. Develop and maintain accounting procedures to track expenditures by:
 - a. Grant agreement number.
 - b. Fiscal year.
 - c. Funding source.
 4. Provisions to protect against conflict of interest.
 5. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred.
- l. Establish and maintain records of participants, vehicles, EVSE, fuel, maintenance, and other records, as follows:
 1. Identify participant data that is confidential and develop measures to keep this data confidential.
 2. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.
 3. Develop and enforce security measures to safeguard Project database(s).
 4. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 5. Retain files during the term of the Grant Agreement plus seven years.
 - a. Transfer all project records to ARB once the seven years is up.

D. FISCAL ADMINISTRATION

1. Budget
 - a. The maximum amount of this Grant is up to _____. Under no circumstance will ARB reimburse Grantee for more than this amount.
 - b. The budget for this project is shown in Exhibit B, Attachment I.
 - c. If Grantee requests or ARB approves less funding disbursements than the total grant amount, the remaining funding may be reallocated by ARB at ARB's sole discretion.
 - d. Vehicles, EVSE, equipment, and computers purchased per this grant are the property of grantee or their assignee and are not required to be returned to the State at the completion of this project.

- e. Grant funds that have been received by grantee but have not been fully expended by submittal of the Final Report or by April 1, 2018, whichever comes first, must be returned to ARB no later than May 1, 2018.
2. Project Funding
- a. Initial Funding

Grantee will receive an initial disbursement of up to 40 percent of the grant as seed money to support initial administration of the Car Sharing Pilot Project soon after the grant agreement has been signed and upon availability of funds. Initial funds may be used for purchase of vehicles, EVSE, development and conduct of community outreach and education, staffing, and administration expenses as identified in the budget.

 - 1. For vehicles purchased or leased, within 30 days of the purchase or lease transaction the following documentation must be submitted to ARB:
 - a. Proof of temporary or permanent California vehicle registration for the vehicle listed in the application. A copy of the Application for New Vehicle Registration submitted by the dealer to the California Department of Motor Vehicles is acceptable proof of temporary vehicle registration. Local, state, and federal agencies and entities may submit other documents with the prior approval of Grantee.
 - b. Copy of the final sales or lease contract with an itemization of credits, discounts, and incentives received.
 - c. Proof of insurance listing the vehicle and the types and amounts of coverage.
 - 2. For EVSE purchased and installed, within 30 days of Final Inspection as approved by the local building code entity for the installation, the following documentation must be submitted to ARB:
 - a. Proof of the Final Inspection approval by the local building code entity for EVSE installation.
 - b. Copies of all purchase receipts and installer final itemized bill.
 - c. Documentation of all credits, discounts, and incentives applied for, in process, or received for EVSE installation.
 - b. Payment for Quarterly Status Reports
 - 1. Grantee will receive up to 12.5 percent of the grant upon ARB receipt and approval of each of four Quarterly Status Reports for the first year of the project.
 - 2. After the first four Quarterly Status Reports, no payments are associated with or authorized for the Quarterly Status Reports that must continue to be submitted to ARB until project completion and the Final Report.
 - c. Payment for Vehicles and EVSE

Between the Initial Payment and the Payment for the Final Report, Grantee may request compensation for purchase and installation costs that have already been incurred for eligible vehicles and EVSE and that were not covered by the Initial Payment, subject to ARB approval.

 - 1. The same documentation is required for both vehicles and ESVE as

- described above in a. Initial Funding.
2. Approved payments will be subtracted from the remaining balance of the next Quarterly Status Report due, if any such balance is available.
- d. Payment for the Final Report
ARB will withhold payment of ten percent of the total grant amount (as identified in Section D, Fiscal Administration (1) Budget (a)), until ARB's receipt and approval of the Final Report and Grant Disbursement Request.
3. Grant Disbursements
- a. Fund expenditures that are eligible for reimbursement include:
 1. Preparation of materials for and conduct of community outreach and education.
 2. Vehicle purchase or lease costs.
 3. EVSE purchase and installation costs.
 4. Vehicle and EVSE maintenance costs.
 5. Vehicle, driver, passenger, and facilities insurance costs.
 6. Reservation system development and on-going maintenance costs.
 7. Personnel and fringe benefit costs.
 8. Operating costs (including rent, supplies, and equipment).
 9. Indirect costs (general administrative services, office space, and telephone services).
 10. Consultant fees (if pre-approved by ARB).
 11. Printing, records retention, reporting, and mailing.
 - b. Fund expenditures that are not eligible for reimbursement include:
 1. Vehicle fuel and electricity costs.
 2. Grantee and Subcontractor staff travel costs.
 - c. Requests for payment shall be made with the Grant Disbursement Request Form (Exhibit C, attached below) and conform to the instructions identified in Section D, Fiscal Administration (this section).
 1. Grant payments shall be made only for reasonable costs incurred by Grantee.
 2. Milestones for disbursement requests are stipulated in Exhibit B, Work Statement, Attachment II, Project Milestones and Disbursement Schedule (attached below).
 3. ARB will have sole discretion to adjust the timeline for allowable disbursements as necessary to assure the goals of the project are met.
 4. With the exception of the Initial Payment, grant payments are subject to ARB's approval of Quarterly Status Reports, vehicle or EVSE purchase reimbursements, or the Final Report and any required accompanying deliverables.
 5. Payment will not be made if the ARB Project Liaison deems:
 - a. A milestone has not been accomplished or documented.
 - b. A deliverable has not been provided or does not meet specifications.

- c. Claimed expenses are unreasonable, insufficiently documented, or invalid per the budget.
 - d. Grantee has not met other terms of the grant.
 - 6. The Chief of the Mobile Source Control Division or designee of ARB may review the ARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the Grant Agreement.
 - d. Grantee must mail Grant Disbursement Requests to the ARB Project Liaison with Grantee Liaison's original signature. Grantee may also email Grant Disbursement Requests to the ARB Project Liaison to assist timely review, but final approval requires ARB receipt and approval of mailed documentation with original signature.
 - e. ARB must disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
4. Suspension of Payments and Early Grant Termination
 - a. ARB reserves the right to issue a grant suspension order in the event that a dispute should arise. If issued, a grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated.
 - 1. If Grantee chooses to continue work on the project after a grant suspension order, Grantee will not be reimbursed for any expenditure incurred during the suspension if ARB terminates the grant.
 - 2. If ARB rescinds the suspension order and does not terminate the grant, ARB will reimburse Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
 - b. In accordance with Section I. General Provisions, 25. Termination (below), ARB reserves the right to terminate this Grant upon 30 days written notice to Grantee.
 - 1. Upon Termination, the ARB Liaison will calculate the prorated value over the remaining project life of the deliverables under this grant, including vehicles, EVSE, equipment, and remaining reporting. These values are considered undelivered as of the date of Termination. As such, they are not eligible costs and not eligible for disbursement.
 - 2. If the combined value of these prorated amounts exceeds the remaining disburseable funds, Grantee must immediately refund and return the difference to ARB.
5. Contingency Provision

In the event this Grant is terminated for whatever reason, the ARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and, if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If ARB is unable to award a grant under these circumstances, ARB may award a grant to other projects.

6. Earned Interest

Earned interest means any interest earnings generated from grant funds held by Grantee in interest-bearing accounts.

- a. Car Sharing Pilot Project funds are not required to be held in an interest bearing account. However, if interest is earned by Grantee on Car Sharing Pilot Project funds, the earnings must be reported to ARB. All interest income on the Car Sharing Pilot Project funds must be reinvested in and used by the Car Sharing Pilot Project or returned to ARB. Grantee is responsible for reporting to ARB all project expenditures funded with interest earned on the Car Sharing Pilot Project funds.
- b. Grantee must maintain accounting records (e.g., general ledger) that tracks interest earned, expended, or returned on the Car Sharing Pilot Project funds, as follows:
 1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method.
 2. Interest earned must ensure that it is separately identifiable from interest earned on non-Car Sharing Pilot Project funds.
 3. The methodology for calculating earned interest must be consistent with how it is calculated for Grantee's other fiscal programs.
 4. Earned interest must be fully expended or returned to ARB by completion of the project, submittal of the Final Report, or by **April 1, 2018**, whichever comes first.
- c. Documentation of interest earned on the Car Sharing Pilot Project funds and expenditures made on those funds or returned to ARB must be:
 1. Retained for a minimum of seven years after it is generated.
 2. Provided to ARB in Quarterly Status Reports and a Final Report.

7. In-Kind Services

Grantee is encouraged to contribute in-kind services to improve the Car Sharing Pilot Project's effectiveness. "In-kind services", for the purposes of Car Sharing Pilot Project, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described herein and must be reported to ARB in Quarterly Status Reports and in the Final Report to ARB.

8. Grantee Match Funding

Match funding from Grantee is encouraged, and may include funding from other state, federal, non-profit, or private revenue sources. All match funding sources and amounts must be reported to ARB in Quarterly Status Reports and the Final Report.

E. PROJECT MONITORING

1. Meetings

- a. Initial meeting: A meeting will be held between key project personnel and ARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.

- b. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the ARB Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the ARB Project Liaison.
 - c. Site visits: Site visits may be conducted by the ARB Project Liaison during the term of this grant. Grantee must allow ARB or its designee access to the site and interviews with staff.
2. Technical Monitoring
- a. Any change(s) in the scope or schedule for the project requires the prior written approval of the ARB Project Liaison. ARB may require a written amendment to the grant (Grant Agreement Amendment) to incorporate the change(s).
 - b. Grantee must immediately notify ARB in writing if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy.
 - c. Grantee must immediately notify the ARB of a change(s) in key project personnel.
 - d. In addition to Quarterly Status Reports, Grantee must also provide information as requested by the ARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
 - e. Any change(s) in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the ARB Project Liaison and approved by ARB, in its sole discretion.

F. REPORTING

1. Quarterly Status Reports
- a. Grantee must submit Quarterly Status Reports to ARB at a minimum of three-month intervals for the life of the project until the Final Report.
 - b. ARB and Grantee will work together to develop a report format and data fields.
 - c. Quarterly Status Reports must detail, at a minimum:
 - 1. Project fund expenditures in detail to date and for the quarterly period.
 - a. Eligible costs are described in section D. Fiscal Administration, 3. Grant Disbursements.
 - b. Documentation of costs is described in section H. Project Records, 2. Financial Records, f. Documentation of Grantee fund expenditures.
 - 2. Vehicle Information:
 - a. Manufacturer
 - b. Model
 - c. Purchase date
 - d. Purchase amount
 - e. Registration date and date of next renewal
 - f. Insurance information and date of next renewal

- g. Vehicle license plate number
 - h. Vehicle Identification Number (VIN)
 - i. Odometer reading
 - j. Fuel or electricity consumed in reporting period and in total
 - k. Accidents
 - l. Downtime dates and reasons
 - m. Maintenance performed in reporting period and planned for next reporting period
3. Electric Vehicle Supply Equipment (EVSE):
 - a. Manufacturer
 - b. Date of operation (fully inspected)
 - c. Electricity delivered in reporting period and in total
 - d. Accidents
 - e. Downtime dates and reasons
 - f. Maintenance performed in reporting period and planned for next reporting period
 4. Outreach and Education:
 - a. Materials developed
 - b. Events held
 - c. Presentations made
 5. Participants and Vouchers:
 - a. List of all names for all participants. including denied applicants and removed participants) with place of residence Zip Code
 - b. Date of application, date of approval, and date of denial or removal and reason for denial or removal
 - c. Number of applicants approved
 - d. Number of participants removed
 6. Trip Information:
 - a. Number of trips taken in total and by vehicle
 - b. Reason for each trip
 - c. Number of participants and passengers reported for each trip in the reporting period and in total
 - d. Miles traveled for each trip and total miles traveled
 7. Identified problems or concerns and proposed solutions, if applicable.
2. Final Report
 - a. Grantee must submit a draft Final Report (see Exhibit C, Work Statement, Attachment II, Project Milestones and Disbursement Schedule, attached) upon completion of the project. The draft Final Report must be submitted to ARB in an appropriate format agreed upon between the ARB Project Liaison and Grantee. Upon approval of the draft Final Report by the ARB Project Liaison, Grantee shall provide a written copy of the final version plus an electronic file.
 - b. The Final Report must include the following components:
 1. Detailed documentation of all fund expenditures.
 2. Total fund expenditures of Car Sharing Pilot Project funding per source of funding and fiscal year.

3. Interest earned on grant funds and how they were expended or returned to ARB.
 4. Summary report of the Car Sharing Pilot Project for the period covered by the Grant Agreement, comprised of narrative and recap of the Quarterly Status Reports (see Quarterly Status Report above).
 5. Outreach and education materials efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
 6. Successes and challenges experienced.
 7. Recommendations for potential Car Sharing Pilot Project improvements.
3. Grantee must submit to ARB other records and supporting documentation as directed by ARB.

G. OVERSIGHT AND ACCOUNTABILITY

1. Grantee shall comply with all oversight responsibilities identified herein.
2. ARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or if Grantee is in significant or continual non-compliance with the terms of this Grant or State law.
3. ARB reserves the right to prohibit any entity from future participation in Car Sharing Pilot Project or other ARB projects or programs due to non-compliance with project requirements.
4. Grantee must immediately notify ARB if Grantee becomes aware of any actual or potentially fraudulent activity by anyone or entity associated the project, and work with ARB to determine an appropriate course of action.

H. PROJECT RECORDS

Project records include, but are not limited to, Grantee, financial, and participant records. All project records must be retained for a period of seven years after final payment under this Grant. All project records are subject to audit pursuant to Section I, General Provisions, 4. Audit (below) of this Grant Agreement. Upon completion of the seventh year of record retention, Grantee must deliver all project records to ARB.

1. Grantee Record—Grantee shall retain a file containing:
 - a. Original executed copy of the Car Sharing Pilot Project Grant Agreement and Grant Agreement Amendments, if applicable.
 - b. Policies and procedures documents and flow charts that describe Grantee's procedures for evaluating and processing participant applications and reservations.
 - c. Copies of Grant Disbursement Request Forms submitted.
2. Financial Records—Grantee must:
 - a. Maintain project accounts in accordance with generally accepted accounting principles.
 - b. Establish an official file for Car Sharing Pilot Project which shall adequately document all significant actions relative to the project.

- c. Establish separate accounts which will adequately and accurately depict all amounts received and expended on Car Sharing Pilot Project.
- d. Establish separate accounts which will adequately and accurately depict all income received which is attributable to Car Sharing Pilot Project.
- e. Establish an accounting system which will adequately depict detailed and final total fund expenditures of Car Sharing Pilot Project, including both direct and indirect costs.
- f. Document interest earned on project grant funds, and their expenditure or return to ARB.
- g. Documentation of Grantee fund expenditures:
 - 1. All fund expenditures must be documented.
 - 2. Personnel costs documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to Car Sharing Pilot Project administration and outreach.
 - 3. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultants and fees must be pre-approved by ARB.
 - 4. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
 - 5. Indirect costs methodology must be documented.
- 3. Project Records—Grantee is required to establish and maintain project records which must include, at a minimum:
 - a. Car Sharing Pilot Project participant applications (denied, approved, and removed).
 - b. Initial Applicant Surveys and survey updates, Quarterly Status Reports, and a Final Report.
 - c. Documentation of any deviations from normal processing, such as enforcement action and ARB case-by-case approval.

I. GENERAL PROVISIONS

- 1. 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.
- 2. Assignment: This Grant is not assignable by Grantee, either in whole or in part, without the consent of ARB.
- 3. Availability of Funds: ARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement.
- 4. Audit: Grantee agrees that ARB, the Department of General Services, 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 seven years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow auditor 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.

5. Compliance with law, regulations, etc.: 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.
6. Computer software: Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
7. Confidentiality: No record which has been designated as confidential by ARB, or is the subject of a pending application of confidentiality, shall be disclosed by Grantee.
8. Conflict of interest: Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws. Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. ARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the grant. Grantee must immediately advise ARB in writing of any potential new conflicts of interest throughout the grant term.
9. Damages for breach affecting tax exempt status: In the event that any breach of any of the provisions of this Grant Agreement by Grantee shall result in the loss of tax exempt status for any State bonds, Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.
10. Disputes: Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with ARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreement that cannot be resolved at the management level within 30 days of when the issue is first raised with ARB staff shall be subject to resolution by the ARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
11. Environmental justice: In the performance of this Grant Agreement, 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.

12. Fiscal management systems and accounting standards: 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. Unless otherwise prohibited by State or local law, Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
13. Force majeure: Neither ARB nor 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.
14. Governing law and venue: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. ARB and 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 Sacramento, California, or in the United States District Court in and for the Eastern District of California. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
15. Grantee's responsibility for work: 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. Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work.
16. Indemnification: Grantee agrees to indemnify, defend and hold harmless the State and ARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
17. Independent Contractor: Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of ARB.
18. Nondiscrimination: During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. 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.

19. 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 establish herein.
20. Ownership: All information, data, documents, and intellectual property under this Grant is the property of ARB. No information, data, documents, intellectual property received or generated under this Grant shall be released without ARB's approval.
21. Personally Identifiable Information: Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data, or records.
22. Prevailing wages and labor compliance: If applicable, Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, 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.
23. Professionals: For projects involving installation or construction services, 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.
24. Severability: If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
25. Termination: In addition to the termination provisions in Section D. Fiscal Administration, 4. Suspension of Payments and Early Grant Termination (above), ARB may terminate this Grant Agreement upon 30 days written notice to Grantee at any time prior to completion of this Grant Agreement upon violation by Grantee of any material provision after such violation has been called to the attention of Grantee and after failure of Grantee to bring itself into compliance with the provisions of this Grant Agreement. ARB also reserves the right to terminate this grant upon 30 days written notice to Grantee if ARB determines that the project has not progressed satisfactorily during the previous three months and Grantee and ARB have been unable to agree on modifications. Upon termination, Grantee must immediately return unused funds to ARB.
26. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
27. 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.

WORK STATEMENT

Attachment I – Budget Summary

Grantee:
Project: Car Sharing Pilot Project

Grant No.:

Total Funding

Funding Source	Amount
TOTAL	

Disbursement of Funds:

Description of Disbursement	Deliverable	Amount
Initial Disbursement	Task 1, Grant Agreement execution	Up to \$xxx,xxx.xx
Quarterly Status Report	Task 2, submittal and ARB approval of 1st quarterly status report	Up to \$
Quarterly Status Report	Task 3, submittal and ARB approval of 2nd quarterly status report	Up to \$
Quarterly Status Report	Task 4, submittal and ARB approval of 3rd quarterly status report	Up to \$
Quarterly Status Report	Task 5, submittal and ARB approval of 4th quarterly status report	Up to \$
Final Disbursement	Task 8, Submittal and ARB approval of Final Report (Task 6 and Task 7 are not eligible for payment)	Up to \$xx,xxx.xx

Exhibit B, Work Statement

Attachment II – Project Milestones and Disbursement Schedule

Grantee:

Grant No.:

Project: Car Sharing Pilot Project

Task	Milestone Description	Scheduled Payment
1	Car Sharing Pilot Project Grant Agreement Execution	
	Sign grant agreement with ARB	Up to 40 percent upon execution
2	First Quarterly Status Report	
	Submittal of Report for ARB Evaluation	Up to 12.5 percent upon ARB approval
3	Second Quarterly Status Report	
	Submittal of Report for ARB Evaluation	Up to 12.5 percent upon ARB approval
4	Third Quarterly Status Report	
	Submittal of Report for ARB Evaluation	Up to 12.5 percent upon ARB approval
5	Fourth Quarterly Status Report	
	Submittal of Report for ARB Evaluation	Up to 12.5 percent upon ARB approval
6	Continuing Quarterly Status Reports (Status reports are required on a quarterly basis after Milestone 5 until Milestone 7 is reached)	
	Submittal of Reports for ARB Evaluation	No Payment Associated
7	Project Completion (no later than April 1, 2018)	
	End of Project	No Payment Associated
8	Final Report Upon Completion of Project (no later than May 1, 2018)	
	Submittal of Report for ARB Evaluation within 30 days of Project Completion.	Up to 10 percent upon ARB approval

Exhibit B, Work Statement

Attachment III – Project Schedule

Grantee:

Grant No.:

Project: Car Sharing Pilot Project

Detailed Scope of Work and Timeline Schedule

Work Task	Start Date	Completion Date
Task 1 – Grant Agreement Execution		
Task 2 – First Quarterly Status Report		
Task 3 – Second Quarterly Status Report		
Task 4 – Third Quarterly Status Report		
Task 5 – Fourth Quarterly Status Report		
Task 6 – Continuing Quarterly Status Reports		
Task 7 -- Project Completion		
Task 8 -- Final Report		

Exhibit B, Work Statement

Attachment IV – Key Project Personnel

Grantee:

Grant No.:

Project: Car Sharing Pilot Project

Name	Position	Duties

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Sample Disbursement Request Form

STATE OF CALIFORNIA					
California Environmental Protection Agency					
AIR RESOURCES BOARD	Air Quality Improvement Program				
MSCD/ISB-90 (REV. 08/14)	GRANT DISBURSEMENT REQUEST FORM				
General Information					
Project Name				Grant Number	
Grantee Name				Fiscal Year	
Contact Person					
Mailing Address					
Phone Number				FAX Number	
Disbursement Request					
	Original Grant	Total Previous Disbursement	This Request	Remaining Balance	
Project Funds				\$0.00	
Processing Fees				\$0.00	
Total	\$0.00	\$0.00	\$0.00	\$0.00	
Documentation attached for disbursement justification:		Attachments:			
Project Funds <input type="checkbox"/>					
Processing Fees <input type="checkbox"/>					
<p><i>I certify under penalty of perjury that the information contained in this Grant Disbursement Request Form and all attachments is correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the Air Resources Board to make any inquiries to confirm this information.</i></p>					
Authorized Official					
	<i>Print Name</i>	<i>Title</i>	<i>Signature</i>	<i>Date</i>	
FOR STATE USE ONLY					
	Date Request Received by ARB:	Date to Accounting:	Date to SCO:		
ARB Project Liaison					
Approval	<i>Print Name</i>	<i>Signature</i>	<i>Date</i>		
Grant Manager Approval					
	<i>Print Name</i>	<i>Signature</i>	<i>Date</i>		
Financial Operations					
Branch Approval	<i>Print Name</i>	<i>Signature</i>	<i>Date</i>		
	Total Disbursement:	Fund:	PCA:		
	Total Disbursement:	Fund:	PCA:		
	Total Disbursement:	Fund:	PCA:		

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GRANT SOLICITATION

TARGETED CAR SHARING AND MOBILITY OPTIONS IN DISADVANTAGED COMMUNITIES PILOT PROJECT (CAR SHARING PILOT PROJECT)

FISCAL YEAR 2014-15 LOW CARBON TRANSPORTATION INVESTMENTS

Mobile Source Control Division

California Environmental Protection Agency



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Grantee Application Package

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Payee Data Record (STD. 204)