

# Statewide Planning and Capacity Building Project Administrator FY 2022-23 Solicitation

## APPENDIX B: SAMPLE GRANT AGREEMENT

[Project Name]  
[Grantee Name]

Mobile Source Control Division  
California Air Resources Board  
May 2024

Grant Number: XXXXXX



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**EXHIBIT A****Grant Agreement:****GRANT PROVISIONS**

[This Sample Grant Agreement is provided as an illustration of the terms that may be included in a Grant Agreement with CARB and is subject to change at CARB's sole discretion. An actual Grant Agreement will align with a project's scope, timeline, budget, and other details. Note, however, that the language in this Sample Grant Agreement is not negotiable and shall not be modified or proposed to be modified by any Applicant, including but not limited to the language in sections J. Oversight and Accountability, K. Project Records, and M. General Provisions.]

**A. AGREEMENT**

This Grant Agreement (Grant, Grant Agreement or Exhibit A) is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as CARB, the Grantor, the State, or the Board) and the [Name of Grantee] (hereinafter referred to as the Grantee or PCB Grantee). Grantee is a [\_\_\_] [corporation or [INSERT]], with its principal place of business located at \_\_\_\_ [INSERT]. Grantor and Grantee are each a Party and together the Parties to this Grant Agreement. The Parties Agree as follows:

The Grantee agrees to comply with the requirements and conditions set forth in this Grant Agreement, as well as all commitments identified in the Work Statement (as referenced interchangeably, a Statement of Work or Exhibit B), Grantee Application Package (Exhibit C), the Grant Solicitation Package (Exhibit D), the Planning and Capacity Building Request for Applications Package (Exhibit E), and the Clean Mobility in Schools and the Sustainable Transportation Equity Project Request for Applications Package (Exhibit F).

**B. GRANT ACKNOWLEDGEMENT**

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for the project, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.

The Grantee agrees to include the California Climate Investments funding boilerplate language and California Climate Investments, and CARB logos on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. Guidelines for

<sup>1</sup> California Climate Investments Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>

the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The acknowledgement must read as follows: '[PROGRAM/PROJECT NAME] 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.' And when applicable, the Spanish translation acknowledgement must read as follows: '[NOMBRE DEL PROGRAMA/PROYECTO] forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.'

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison. The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



## C. GRANT SUMMARY, AMOUNT, AND AMENDMENTS

### 1. Grant Summary

Project Title:

Authorized Official:  
Title:  
Project Description:  
**Total Grant Amount: \$**  
**Total Resource Contribution: \$**

2. Grant Amount
  - a. The total Grant fund amount (“Grant Funds”) is set out in the Grant Cover Sheet to which this Exhibit A (Grant Agreement) is attached. The Grant Funds are also set out in Exhibit B (Attachment I: Budget Summary).
  - b. The administration of Grant Funds is set out in Section G below.

**D. GRANT PARTIES AND CONTACT INFORMATION**

1. The CARB Project Liaison is \_\_\_\_\_. Correspondence regarding this project shall be directed to:

[Name]  
Mobile Source Control Division  
California Air Resources Board  
1001 I Street  
Sacramento, California 95814  
Phone:  
Email:

2. The Grantee Liaison is \_\_\_\_\_. Correspondence regarding this project shall be directed to:

[Name of Grantee Liaison]  
[Title], [Division]  
[Grantee]  
[Address]  
Phone:  
Email:

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

**E. TIME PERIOD**

1. CARB retains full discretion to consider all available information relating to the California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under with this

Grant Agreement. No work may be initiated by the Grantee, nor will any funding be disbursed by CARB, until CARB has affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

2. The term of this Grant Agreement (“Term”) commences the date this Grant Agreement is executed by authorized representatives of both Parties (the “Effective Date”) and ends once the Grantee has submitted and CARB approves the Final Report, or on the date this Grant is terminated or cancelled per the terms of this Grant Agreement, whichever occurs sooner.
3. Grantee’s performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties, provided all required proofs of insurance have been provided. Performance on this Grant ends once the Grantee has submitted and CARB approves the Final Report or on the date this Grant is terminated or cancelled, whichever is earlier.
4. Upon completion of the project, the Grantee shall submit a draft Final Report to the CARB Project Liaison no later than **December 31, 2026**.
5. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2027**.
6. The CARB Executive Officer retains the authority to terminate this Grant Agreement or reduce the amount of Grant Funds for nonperformance. In the event of such termination or reduction of the Grant Fund amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

## F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

### 1. CARB’s Role

CARB is responsible for the following:

- a. Participating in regular coordination meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
- b. Reviewing and approving all Grant Disbursement Request Forms and distributing Grant Funds to the Grantee for this Grant Agreement.

- c. Selecting funding recipients, or Awardees, of the Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and Sustainable Transportation Equity Project (STEP) Request for Applications (RFA).
- d. Reviewing and approving all processes, materials, and activities related to Grantee's administration, management, collaboration, partnership and/or oversight of or with any "Recipient" or "Recipients" of Grant Funds (i.e., subgrantees, Planning Awardees, contractors, subcontractors, vendors, suppliers, consultants, Sub-applicants, or any Project Team members), including but not limited to Funding Agreements, disbursement request materials, and implementation support materials.
- e. Reviewing and approving all materials and activities related to providing Planning, CMIS and STEP Awardee capacity building, administrative and implementation support.
- f. Providing policy direction and reviewing/approving the Project Implementation Plan and all its components.
- g. Providing program oversight and accountability (in conjunction with the Grantee).

## 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; oversee and distribute funding to Planning Awardees; provide capacity building, administrative, and implementation support to Planning, CMIS, and STEP Awardees; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary; scope; timeline, deliverables, and budget details; and list of key project personnel.

## G. FISCAL ADMINISTRATION

### 1. Budget

- a. The maximum amount of administrative fees ("Administrative Fee") payable to the Grantee by CARB under this Grant Agreement shall not exceed five (5) percent of the total Grant Funds for the Term. The maximum amount payable to any Planning Awardees by Grantee and/or CARB shall not exceed the total amount of Grant Funds, minus any administrative fees paid to Grantee (Exhibit B – Attachment I: Budget Summary). As referenced in this Grant, "Planning Awardees" and "subgrantees" have the same

meaning.

- b. Under no circumstance will CARB reimburse the Grantee for more than the Grant Fund amount. A formal Grant Agreement amendment is required whenever there is a change to the Grant Fund amount.
- c. The budget for this grant is shown in Exhibit B, Attachment I. Grant Disbursement Requests for Grant Funds shall not exceed the Grant Fund amount.
- d. No Grant Funds shall be used to purchase real property (buildings, land, etc.). No Grant Funds may be used to purchase equipment, vehicles or computers that would be required to be returned to the State at the end of the Grant Term.
- e. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- f. Line-item shifts are not anticipated in this Grant. However, line-item shifts of up to 10 percent of the Grant Fund expenditures identified in Exhibit B may be made over the life of the Grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a written amendment to the grant. Line-item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total Grant Fund amount. All line-item shift requests must be received by CARB no later than 10 business days prior to inclusion in the Grant folder. If the Grant is amended, said amendment must be in writing and all line-item shifts must be included in the amendment.
- g. Grant Funds not liquidated by the end of the Grant Term must be returned within 15 days of the end of the Grant Term. Expenditure of Grant Funds shall not be reduced due to any loss incurred in an insured bank or investment account.

## 2. Project Eligible Costs

Allowable expenditures for costs associated with the Grant are defined in the Grant Solicitation (Exhibit D).

## 3. Resource Contributions

Resource contributions from the Grantee can be used to increase the effectiveness and timeliness of project elements, as directed by CARB. Resource contributions must meet the following criteria:

- a. Documentation of resource contributions must be retained for a minimum of



three years after the grant term has ended.

- b. Funds expended on resource contributions must be documented in the Final Report to CARB.

#### 4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse Grant Funds, CARB in its sole discretion may provide advance payments of the Grant Funds in a timely manner to support project initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

The Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. The Grantee agrees that this Grant Agreement and all advance payment requests must comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure Grant Funds are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to the Grantees if CARB determines all the following:

- a. The advance payments are necessary to meet the purposes of the Grant project.
- b. The use of the advance funds is adequately regulated by Grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.

- iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee’s fund balance for all state grant programs.
  - v. CARB shall consider the available Grant Fund balance when determining the amount of the advance payment.
  - vi. Reports to CARB any material changes to the spending plan within 30 days.
  - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent Grant Funds. The Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a written notice from CARB.
  - f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement request that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant Agreement execution.
  - g. The Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
  - h. CARB may provide an advance of the direct project costs of the Grant if the project has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee’s interim cash needs.
  - i. The Grantee assumes legal and financial risk of the advance payment.
  - j. The Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible Grant-related expenses as outlined in this Grant Agreement or will be returned to CARB.
  - k. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.
  - l. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion date of the appropriation.

5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed tasks as stipulated in Exhibit B, Attachments II and III; has met the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement; has provided documentation of accomplishment to CARB in the form of the Status Report; and has provided any associated deliverables (if applicable) to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of Grant Funds identified in Exhibit B, Attachments II and III (except for the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H, and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a task has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the Grant.
- c. Requests for Grant Funds in advance of performing the work or incurring the cost requires full compliance with the Advance Pay provisions of this Grant Agreement, submission of an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The Grantee, as a recipient of a CARB advance payment, cannot advance pay to any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the Grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
- d. The Chief of the \_\_\_\_\_ Branch in the \_\_\_\_\_ Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Chief of the \_\_\_\_\_ Branch, are not reasonable or do not comply with

the Grant Agreement.

- e. The Grantee shall submit the Grant Disbursement Requests to CARB **Accounting Section at: [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB Project Liaison.** Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
  - f. CARB will withhold payment of up to one (10) percent of the Grant Funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of Grant Funds.
  - g. CARB shall disburse Grant Funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
  - h. The Grantee will pay out Grant Funds to Recipients on a reimbursement basis only.
  - i. Prior to submitting to the Accounts Payable Unit, the Grantee will submit draft disbursement requests to the CARB Project Liaison to allow for a pre-review of the request. The Grantee agrees to modify, adjust, or provide supporting documentation justifying disbursement requests, as identified by the CARB Project Liaison or as needed.
  - j. The Grantee shall not submit disbursement requests from June 1 through August 15 of each year to accommodate Fi\$Cal going offline for end-of-year closing.
6. Suspension of Payments and Grant Termination
- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The Grant suspension order will be in effect until the dispute has been resolved or the Grant has been terminated. If the Grantee chooses to continue work on the project after receiving a Grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension. If CARB rescinds the suspension order and does not terminate the Grant, CARB may, within its sole and absolute discretion, elect to reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the Grant.
  - b. Termination Without Cause by Grantor. This Grant Agreement may be terminated at any time for any or no reason by CARB upon providing thirty

- (30) days advance written notice.
- c. Termination for Cause by Grantee. Upon providing ninety (90) days advance written notice to Grantor, this Grant Agreement may be terminated by Grantee if Grantor has breached a material provision of the Grant Agreement.
  - d. Termination for Cause by Grantor. This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee or any of Grantee's employees, agents, officers, representatives, affiliates, or any of the Recipients have breached any of the terms, conditions, responsibilities or obligations of this Grant Agreement or if CARB has determined, in its sole discretion, that any of Grantee's employees, representatives, agents, officers, affiliates or any of the Recipients have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third party beneficiary.
  - e. Non-performance (Breach) Provisions. The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant. These circumstances will be solely determined by CARB and include, but are not limited to:
    - i. Failure to comply with any of the provisions of the Grant, including Exhibits.
    - ii. Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
    - iii. Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
    - iv. Misuse of Grant Funds.
    - v. Funding of ineligible activities or other items.
    - vi. Exceeding the allowable Grant Fund allotment on an itemized or other basis.
    - vii. Insufficient, incomplete, or faulty documentation.
    - viii. Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
    - ix. Poor performance as determined by a review or fiscal audit.
  - f. Additional Remedies. In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
    - i. Within fourteen days of any request, timely develop and implement a corrective action plan.
    - ii. Immediately cease all work and spending, and notify all employees, and Recipients to immediately cease all work and

- spending.
- iii. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information (“PII”), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds, the Project and the Program, as well as any other materials requested by CARB or as otherwise required by any of the provisions of this Grant. CARB, at its sole discretion, may elect to have any or all the funding, documentation, intellectual property and other property transferred to another CARB-selected third-party administrator or designee.
  - iv. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall immediately cease all work, and cease all expenditure of Grant Funds and Administrative Fees.
  - v. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a Grant Disbursement Request, a and a Status Report covering activities up to and including the termination date. The Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request, and Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total authorized amount for the Administrative Fee and, where payments are being requested on behalf of a Recipient, then no payment shall exceed the total authorized amount for the Grant Funds.

## 7. Contingency Provision

In the event this Grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to use or make the funds available in a manner consistent with applicable laws, policies and the FY 2022-23 Funding Plan,<sup>2</sup> which may include but is not limited to allocating the funds

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<sup>2</sup> Funding Plan for Fiscal Year 2019-20 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

to other projects or awarding the Grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached.

#### 8. Documentation of Administration of Grant Funds

- a. Personnel 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 project implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs needs receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in Status Reports and a Final Report.

#### 9. Earned Interest

“Earned interest” means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on CARB funds must be reported to CARB. All interest income on CARB funds must be expended on eligible program

- costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into the project or returned.
- b. All interest income on advance payment at CARB's discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
  - c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned from Grant Funds and expenditures of this earned interest as follows:
    - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
    - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-CARB funds.
    - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
    - iv. Earned interest must be fully expended by the end of the grant term or returned to CARB.
  - d. Documentation of interest earned on CARB funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on the project must be retained for a minimum of three years after the funds have been reinvested into the project.
  - e. The above documentation must be provided to CARB in Status Reports and a Final Report.

## H. PROJECT MONITORING

1. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
2. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B,



Attachment IV).

3. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
4. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.
5. If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

## **I. REPORTING AND DOCUMENTING EXPENDITURE OF GRANT FUNDS**

The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

### **1. Status Reports**

- a. The Grantee shall submit Status Reports 15 days after the end of every third month, starting with the first report submitted within 15 days of \_\_\_\_\_, **2024**. Status Reports may be submitted more or less frequently at the discretion of the CARB Project Liaison to align with disbursement requests.
- b. The Status Reports shall be provided using a CARB-developed template for Americans with Disabilities Act (ADA)-compliant Status Reports and should meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting. Each Status Report must include all applicable items from the template, which may include:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number.
  - ii. Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Attachment II of Exhibit B (Scope).
  - iii. Statement of work expected to be completed by the next Status Report.
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes.

- v. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable.
- vi. Accounting records, including expenditure and income information, and supporting documentation.
- vii. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation.
- viii. Discussion of the project's adherence to the project timeline.
- ix. Other data and analysis as mutually agreed upon between the Grantee and CARB.

## 2. Supporting Documentation

- a. The Grantee must submit to CARB and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Grant Agreement. CARB reserves the right to require Grantee to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CARB. The following documentation must be provided to CARB, as necessary, along with a Grant Disbursement Request Form to support grant disbursement requests:
  - i. Copy of the final itemized vehicle sales receipt/contract showing delivery confirmation, including documentation of vehicles' vehicle identification number (VIN) tag, make, model, engine model year (if applicable), vehicle model year, and gross vehicle weight rating (if applicable).
  - ii. Copy of itemized equipment and labor expenses.
  - iii. Proof of temporary or permanent California vehicle registration for the vehicles.
  - iv. Other substantiating documentation such as digital photos of the vehicles such as VIN tags, odometers; vehicle certifications such as California Highway Patrol school bus safety certification forms; proof of insurance and types of coverage.

## 3. Annual Data Report and Other Data as Requested

- a. The Grantee will track and report metrics such as, but not limited to, the

data types outlined in the Grant Solicitation on an annual basis. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.

- b. The Grantee must provide data in support of other CARB needs such as request from legislators, the governor’s office, data reporting required by California Climate Investments, and for other needs such as regulatory development.

#### 4. Final Report

- a. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2026**, whichever comes first. CARB will provide the Grantee with a checklist or template for an ADA-compliant Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee.
- b. The Grantee must provide a Final Report to CARB after all CARB funding has been expended. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2027**, whichever comes first. The Final Report must include all applicable items from the checklist or template, at a minimum:
  - i. Expenditures in detail to date and for the period between the last Status Report and the Final Report.
  - ii. Overview of the project from inception through the end of the grant term, including project background, Awardee support and outcomes, the Project Team or partnerships, and funding sources.
  - iii. Table and narrative summary of all funded tasks.
  - iv. Data collected from Awardees and participants, compiled from all Status Reports and annual data reports.
  - v. Assessments of capacity building, Awardee evaluations, including the results of any pre- and post-project surveys conducted.
  - vi. Changes in Awardee organizational capacity and other elements of capacity building.
  - vii. Description of capacity building, administrative, and implementation support provided to Awardees, including education efforts, materials used, schedule of activities conducted, and an assessment of effectiveness of the efforts.

- viii. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB.
- ix. Accounting records, including expenditure and income information, and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- x. Best practices and lessons learned, including suggestions for future project considerations for project expansion.
- xi. Implementation challenges and recommendations for potential program improvements.
- xii. Other data and analysis as mutually agreed upon between the Grantee and CARB.

#### **J. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup Grant Funds that were received by the Grantee based upon the Grantee's misinformation or fraud, or which were received by the Grantee while the Grantee was in material or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in the program due to non-compliance with program requirements or State law.
3. If the Grantee detects any actual or potentially fraudulent activity by any person or entity associated with the project, the Grantee shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

#### **K. PROJECT RECORDS**

As further described below, project records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section M.6 of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written approval from CARB.

##### **1. Grantee Records**

The Grantee shall retain a project file containing:

- a. Original executed copy of the Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Copy of the Project Implementation Plan and all its parts
- c. Copies of Grant Disbursement Request Forms, associated attachments, and other expenditure tracking including timesheets
- d. Copies of Status Reports
- e. Copies of annual data reports
- f. Documentation of earned interest generation and expenditure (see Section G for more information)
- g. Invoices from project participants for reimbursable items
- h. All other information that documents all aspects of the project

## 2. Financial Records

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the project
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs of the project, including grant implementation costs

## 3. Planning Awardee Records

The Grantee is required to establish and maintain Planning Awardee records, which must include, at minimum:

- a. Copy of all the documents related to the Awardee agreements
- b. Unique identifier that links each Awardee to its corresponding project and associated cost

- c. Documentation of any deviations from the normal processing of Planning Awards (examples include enforcement action, CARB case-by-case approvals)

## L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, or other intellectual property the Grantee creates with grant monies for the purposes of administering or implementing the project are the property of CARB. Subject to the terms and conditions of this Grant Agreement, CARB grants the Grantee a limited, irrevocable, non-exclusive, non-transferable, non-sublicensable, perpetual, royalty-free, and worldwide license to use, access, and execute any webpage(s), software, databases, or other intellectual property created by the Grantee, including any updates and improvements.

## M. GENERAL PROVISIONS

1. **Alternative enforcement.** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.
2. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties.
3. **Americans with Disabilities Act (ADA) language:** The Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by the Grantee and/or by any of its Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, the Grantee, along with its Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant

## Agreement.

The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee and its Recipients not meeting the Accessibility Requirements. If the Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then the Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement.

Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

4. **Assignment:** This Grant is not assignable, either in whole or in part, by the Grantee without the advance written consent of an authorized representative of CARB in the form of a formal fully executed written amendment.
5. **Assurances.** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's employees, agents, officers, Recipients, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
6. **Audit.** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to allow such CARB and other state designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, and Recipients who might reasonably have information related to such records. Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Recipients in relation to performance or use of the Grant Funds under this

Grant Agreement.

7. **Authority:** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.
8. **Availability of funds:** The Grantee acknowledges, agrees, and understands that the Grantor'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 and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.
9. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its employees, agents, representatives, officers, and Recipients to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Term.
10. **Confidentiality and data security:** Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third party any record which CARB has designated as confidential. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Grantee shall give CARB at least 10 calendar days written notice prior to any planned disclosure and the Grantee shall not object to CARB seeking a court order preventing disclosure. It is expressly understood and agreed that information the Grantee collects on behalf of the Grantor or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the Grantor. Therefore:
  - a. All information or data gathered pursuant to this Grant shall be held confidential accessible only to the Grantee's employees, agents, or contractors as needed to perform the Grantee's obligations under this Grant Agreement and released only to CARB or other entities as CARB may specify in writing unless such disclosure is required by law or legal process.
  - b. The Grantee certifies that it has appropriate systems and controls in place to ensure that Grant 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 or other intellectual property laws.
  - c. Information or data, including but not limited to personally identifiable information (PII) and all application records and supporting documentation that personally identifies or describes 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. The Grantee shall safeguard all such information, records, applications, and data which comes into its possession under this Grant Agreement for a minimum of five years and shall not release or publish any such information without first obtaining in each instance the advance written approval of an authorized representative of CARB. The Grantee shall dispose of such information in accordance with the Grantee's data retention policy and the requirements in this Grant Agreement.
- d. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this Grant, including without limitation, agreeing not to disclose or otherwise permit access to such information or data by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
  - e. Subject to paragraph 1 above, the Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that the Grantee, its employees, Recipients, affiliates, officers, agents, and assigns are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
  - f. The Grantee must ensure that the Grantee's employees, and Recipients are informed of the confidential nature of any shared information or data and ensure by written agreement that such individuals and entities are prohibited from (i) copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than fulfillment of this Grant and (ii) from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
  - g. The Grantee shall limit access to information and data gathered pursuant to this Grant only to necessary employees, agents, and contractors to perform their job duties in fulfillment of the Grant Agreement provisions.
  - h. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
  - i. The Grantee must notify the Grantor promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this document.
  - j. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
  - k. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this Grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party except for the subgrantees designated in Exhibit B, Attachment IV of this Agreement without first obtaining the written consent of an authorized representative of CARB or except as otherwise authorized by this Grant Agreement.
  - l. The Grantee must not use, without CARB written approval, any CARB

materials, data, information, PII, or documentation for any purpose other than for the sole purpose of performing the Grantee’s duties and obligations under this Grant Agreement.

- m. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this Grant.
- n. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and to state or federal officials where required by applicable laws.
- o. The Grantee must provide CARB all pass phrases/passwords used for private keys to encrypt data used, produced, or acquired while performing duties under this Grant Agreement.
- p. The Grantee must sign all non-disclosure and confidentiality agreements as provided by CARB and shall require employees, contractors, and subcontractors to do the same when requested by CARB.
- q. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- r. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the acts or omissions of the Grantee or any of its employees, agents, officers, or Recipients , including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft, or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to state or federal officials. If applicable law requires or if CARB determines that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- s. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB’s discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests.

- t. The Grantee shall ensure that confidential, sensitive, and/or PII information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- u. The Grantee assumes all responsibility and liability for the security and confidentiality of the PII and confidential information under its control.
- v. **RIGHTS TO DATA:** The Grantee acknowledges, accepts, and agrees that, as between the Grantee and the Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation, and materials shall remain the exclusive property of the Grantor, and the Grantee has a limited, non-exclusive license to access and use said information as provided to the Grantee solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by the Grantee or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by any Grantee or third-party service, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by the Grantor.
- w. The Grantee certifies, represents, and warrants that:
  - i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data;
  - ii. The Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
    - (1) The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - (2) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and the Grantee’s plan to correct any negative findings shall be made available to the Grantor upon request;
    - (3) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and the Grantee’s plan to correct any negative findings and implementation progress reports shall be made available to the Grantor upon request; and

- (4) Privacy provisions of the Federal Privacy Act of 1974;
- iii. Compliance with industry standards and guidelines applicable to the work performed under the Grant Agreement. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

11. **Conflict of interest:** Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003.)
- a. For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
  - b. Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
  - c. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.
  - d. The Grantee certifies that it is, and shall remain, in compliance with all

applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The 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. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

12. **Construction:** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
13. **Cumulative remedies:** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
14. **Disadvantaged communities:** The Grantee will ensure that the Project and all Recipient projects, will benefit and track disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>.
15. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management will work in good faith with CARB staff and 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 CARB staff shall be subject to resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
16. **Electric vehicle charging infrastructure and equipment.** Prior to executing sub-grant agreements, Grantee must ensure the following requirements are included in all Recipient agreements and or other agreements pursuant to this Grant:

- a. Prior to authorizing work, a Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:
  - i. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-grantee's authorized representative; and
  - ii. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
- b. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
- c. Prior to remitting payment to a Recipient, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
- d. These electric vehicle requirements do not apply to any of the following:
  - i. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
  - ii. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
  - iii. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**17. Entitlements and regulatory compliance.** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits, or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.

**18. 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, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state,

and federal laws.

19. **Equipment/vehicle ownership.** Equipment, acquired by Grantee or any of Grantee’s employees, agents, affiliates, officers, contractors, subcontractors, or representatives, is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB Grant Funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements, or tools purchased, used or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination, or expiration of this Grant Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment.
20. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
21. **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 Grant Funds have not been used in violation of California law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- a. The Grantee shall not commingle Grant Funds with any other accounts, revenues, grants, donations, or funds. Maintain all Grant Funds in a separate bank account designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank account must be held in the name of the Grantee (the official nonprofit corporate name, and not a dba), and no other person or entity. Grant Funds are not

the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Grantee, its officers, agents, employees, assigns, Recipients, or affiliates. The Grantee shall ensure that the Grantor is designated in writing as a third-party beneficiary of all bank accounts in which Grant Funds are maintained.

**22. Force majeure:** Neither CARB nor the Grantee are 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, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing without penalty, in the event the Grantee invokes this clause, in which case the Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property, and other information in relation to this Grant Agreement.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide to CARB a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event. An event of force majeure does not relieve a Party from liability for an obligation which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

**23. Funding prohibitions for sectarian purposes and non-public schools.**

Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, article IX, section 8, and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of Administrative Fees, Grant Funds, future or termination of this Grant Agreement or any other agreements.

**24. Governing law and venue:** This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB 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 Sacramento, 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.

**25. Grantee’s responsibility for work:** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of the Grantee’s agents, employees, representatives, affiliates, and Recipients. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of, or as a consequence of this Grant Agreement, including, but not limited to, payment disputes with employees, representatives, affiliates, and Recipients. CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

- a. All subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and Grantee agrees to provide them within five (5) calendar days. For subcontracts that are listed as “to be determined” in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.
- b. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
- c. Upon request, Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
- d. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and no subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.
- e. The Grantee’s obligation to pay its Recipients is an independent obligation from CARB’s obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any subcontractor. The Grantee is responsible for establishing and

maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Grant Agreement.

- f. All subcontracts must, at a minimum, incorporate all the following:
  - i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
  - ii. A detailed budget and timeline.
  - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
  - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
  - vi. Language conforming to all General Provisions of this Grant Agreement.
- g. Without limiting any of CARB’s other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.

**26. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys’ fees, arising out of, resulting from or related to any actions or inactions of the Grantee or any of its affiliates, employees, officers, agents, Recipients and/or assigns, including but not limited to actions or inactions relating to, arising out of or resulting from the operation of any equipment, vessels, vehicles, or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

**27. Independent actor:** The Grantee, its agents, employees, affiliates, officers, Recipients, and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB or the State of California.

**28. Insurance requirements:** The Grantee (and the sub-applicants) must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments of Grant Funds (including Administrative Fees) will be made under this Grant until and unless the Grantee fully complies with all insurance requirements.

**28.1 General Provisions Applying to All Policies:**

- a. Coverage Term – Coverage needs to be in force for the complete term

- of the grant. If insurance is set to expire 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 – The 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 the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the 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 the Grant upon the occurrence of such event, subject to the provisions of the Grant.
  - c. Premiums, Assessments, and Deductibles – The 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 the 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 the Grantee is self-insured for a portion or all 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 the Grantee’s obligations under the Grant. Satisfying a Self-Insured Retention (SIR) –All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State’s discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. The Grantee’s insurer may also eliminate the SIR / deductible in favor of the State’s interests.
  - h. Available Coverages/Limits – All coverage and limits available to the Grantee shall also be available and applicable to the State.
  - i. Use of Subcontractor – In the case of the Grantee’s utilization of subcontractors to complete the Grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State subject to item M.28.2.a. below.

- 28.2 Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
- a. Commercial General Liability – The Grantee and each subcontractor shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. Recipients 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 and 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 the Grantee’s limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.
  - b. Automobile Liability – If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in a CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Grantee shall maintain motor vehicle liability with limits of not less than a \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the Grantee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in termination of the Grant. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.
  - c. Workers Compensation and Employers Liability – The 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.
  - d. Cyber Liability coverage, with limits not less than \$2,000,000 per

occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the state of California in the care, custody, or control of the Grantee.

- e. Crime insurance requirements are negotiable at CARB’s sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first- and third-party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.
- f. Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate.
- g. Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB in consultation with DGS reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- h. Self-insurance – **If a Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.**
  - 1. **Workers’ Compensation** – The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
  - 2. **All Other** – The Grantee’s Risk Manager, or comparable position holder, shall provide a written description of the plan including what

is covered, what is not covered, identify the financial limits of the plan, and identify the source of funds for financing the plan.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

**29. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds.

- a. During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall Grantee or any of its contractors, subcontractors, consultants or agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.
- b. The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.

- c. The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- d. The Grantee and its contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.
- e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.
- f. Grantee acknowledges, accepts and understands that, pursuant to Gov. Code section 11136, whenever CARB has reasonable cause to believe that the Grantee or any of its contractors, subcontractors, consultants or agents has violated any of the provisions of Gov. Code section 11135 or section 12900 et seq., or any of the provisions of Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Gov. Code section 12960) of Chapter 7 of the Government Code, then CARB will notify the Grantee or, where applicable, the contractor, subcontractor, consultant or agent, of such alleged violations and will submit a complaint detailing the alleged violations to the Civil Rights Department for investigation and determination pursuant to Gov. Code section 12960 et seq.
- g. Furthermore, Grantee acknowledges the existence and application of CARB's Civil Rights Policy found at <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

**30. No third-party rights: Third party agreements, required terms.** All grants, subgrants, awards, subawards, technical grants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any third party (collectively and each a "Recipient") using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):

- a. Conflict of interest. By entering into this grant, award, voucher, contract, subcontract or agreement, said party is or may be a direct or indirect recipient ("Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents and warrants that he, she, it is in compliance with all applicable state and federal conflict of interest laws on the date said grant, award, contract, subcontract, agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws

for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. Recipient further certifies, represents, and warrants that he, she, it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in, any and all agreements, grants, awards, contracts, subcontracts, vouchers or programs. The Recipient acknowledges, understands, and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents, and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

- b. Cooperation with Audits. Recipient warrants, represents, and agrees to cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, or this agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- c. Payment on Demand. Recipient represents, warrants, and agrees that upon notification by the Grantee or its authorized representative of an overpayment, a wrongful payment or a violation of or failure to comply with any of the grant, agreement, contract, voucher or program requirements or obligations, Recipient will, without challenge or delay, remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.
- d. Separate Accounts. If Recipient has received any funds as a grant or subgrant pursuant to a grant or subgrant agreement, then Recipient shall not commingle said funds with any other accounts, revenues, grants, donations, or resources except where expressly authorized in the fully executed written agreement between Recipient and the Grantee. Recipient will maintain all such grant or subgrant funds in a separate bank account designated specifically for the purposes of carrying out the intent and purpose for which said funds were provided. The bank account must be held in the name of the Recipient (the official legal entity's name, and not a dba), and under no other name, person, or entity. Funds received are NOT the assets of the Recipient. Grant and subgrant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Recipient, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Recipient shall ensure that the Grantee is



- designated in writing as a third-party beneficiary of and to all such bank accounts in which said funds are maintained or held.
- e. Third Party Beneficiary. The Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to any and all Recipient agreements, vouchers, contracts, subcontracts, awards and grants with the Grantee where any funds provided by CARB are used or applied.
  - f. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the grant, award, contract, subcontract and/or agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands, and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents, and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, grant, voucher, application and/or contract, as applicable.
  - g. Compliance with Air Quality Laws. Recipient understands, acknowledges, and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of any state funds provided by or through the California Air Resources Board (CARB), and is a continuing obligation for the consecutive five (5) years following receipt of any state funds on a rolling continuous basis. Recipient understands, acknowledges and agrees that a failure to comply in whole or in part with any local, state or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the project or program, agreement, contract, subcontract, award, voucher, or grant (as applicable) is, in each instance, a material breach of the conditions under which state funds were provided or made available, and such breach will result in undue hardship and damages to the Grantee and the State of California some or all of which may be impossible to

easily calculate.

- h. Liquidated Damages. If the Grantee or the state of California determines, within its or their sole and absolute discretion, that Recipient is in breach or has breached any obligation to remain in compliance with any applicable federal, state or local air quality rules, regulations and statutes, then Recipient, immediately upon demand, will pay the Grantee (or to CARB, as requested), as liquidated damages, the full amount of all state funds received to date. The Recipient agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the liquidated damages have been computed, estimated, and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.
- i. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subgrantees, or any third parties.
- j. Survival. Recipient acknowledges, agrees and accepts that those terms, conditions, provisions and exhibits which by their nature should survive termination, cancellation or expiration of the grant, award, contract, voucher, subcontract or agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third party beneficiary status, return of funds, data security, insurance, confidentiality, and the general provisions.

**31. Notice.**

- a. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - i. By delivery in person.
  - ii. By certified U.S. mail, return receipt requested, postage prepaid.
  - iii. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

- iv. By electronic means.
  - b. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4 of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.
- 32. Office of Foreign Asset Control.** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy, or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Grantee represents, warrants, and agrees that neither Grantee nor any of its Recipients, affiliates, agents, employees, officers, representatives or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.
- 33. Order of precedence:** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions

- c. Exhibit B – Work Statement
  - d. Exhibit C – Grantee Proposal Package
  - e. Exhibit D – Grant Solicitation Package
  - f. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.
34. **Ownership:** All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third party without CARB’s advance written approval. Notwithstanding the above, in the event the Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, the Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.
35. **Paragraph headings:** The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.
36. **Prevailing wages and labor compliance:** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee and all Recipients.
37. **Professionals:** Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.
38. **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, and will remain in full force and effect.
39. **Survival:** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to

indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.

40. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by 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.
41. **Timeliness:** Time is of the essence in the performance of this Grant Agreement. Grantee shall proceed with and complete all its obligations under this Grant Agreement in a timely and expeditious manner.
42. **Total Agreement; Entirety.** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
43. **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.

SAMPLE

**WORK STATEMENT**

[Attachment I – Budget Summary](#)

[Attachment II – Scope](#)

[Attachment III – Timeline, Deliverables, and Budget Details](#)

[Attachment IV – Key Project Personnel](#)

SAMPLE

**Attachment I – Budget Summary**

Grantee:  
 Project:  
 Grant Number:

|  | <b>Total Costs</b>   |
|--|----------------------|
| Direct Grant Management Costs (part of Task 1)   | \$                   |
| Indirect Grant Management Costs (part of Task 1) | \$                   |
| Project Costs (all other Tasks)                  | \$                   |
|  | <b>Total Funding</b> |
| CARB Funds                                       | \$                   |
| Resource Contribution                            | \$                   |
| <b>Total</b>                                     | <b>\$</b>            |

SAMPLE

## Attachment II – Scope of Work

Grantee:  
Project:  
Grant Number:

CARB will include the Scope of Work from the Grantee’s Full Phase application in this section.

### Task 1. Grant management

1.1.

1.2.

1.3.

### Task 2.

2.1.

2.2.

2.3.

### Task 3.

3.1.

3.2.

3.3.

SAMPLE



**Attachment III – Timeline, Deliverables, and Budget Details**

Grantee:

Project:

Grant Number:

| Task # | Task Description | Expected Start Date | Expected End Date | Deliverables (if applicable) | CARB Funds | Resource Contribution |
|--------|------------------|---------------------|-------------------|------------------------------|------------|-----------------------|
| 1      |                  |                     |                   |                              | \$         | \$                    |
| 2      |                  |                     |                   |                              | \$         | \$                    |
| 3      |                  |                     |                   |                              | \$         | \$                    |
| 4      |                  |                     |                   |                              | \$         | \$                    |
| 5      |                  |                     |                   |                              | \$         | \$                    |
| 6      |                  |                     |                   |                              | \$         | \$                    |
| 7      |                  |                     |                   |                              | \$         | \$                    |
|        | <b>Total</b>     |                     |                   |                              | \$         | \$                    |

SAMPLE

**Attachment IV – Key Project Personnel**

Grantee:  
Project:  
Grant Number:

| Role and Name of Entity | Personnel Name and Title | Expected Duties |
|-------------------------|--------------------------|-----------------|
|                         |                          |                 |
|                         |                          |                 |
|                         |                          |                 |
|                         |                          |                 |
|                         |                          |                 |
|                         |                          |                 |

SAMPLE

**GRANTEE APPLICATION PACKAGE**

CARB will include selected portions of the Grantee’s application in this section.

SAMPLE

**GRANT SOLICITATION PACKAGE**

CARB will include the Fiscal Year (FY) 2022-23 Statewide Planning and Capacity Building Project Administrator grant solicitation package in this section.

SAMPLE

**EXHIBIT E**

**PLANNING AND CAPACITY BUILDING REQUEST FOR APPLICATIONS PACKAGE**

CARB will include the FY 2022-23 Planning and Capacity Building Request for Applications package here.

**SAMPLE**

**EXHIBIT F**

**CLEAN MOBILITY IN SCHOOLS AND THE SUSTAINABLE TRANSPORTATION  
EQUITY PROJECT REQUEST FOR APPLICATIONS PACKAGE**

CARB will include the FY 2022-23 Clean Mobility in Schools and the Sustainable Transportation Equity Project Request for Applications package here.

**SAMPLE**

**PAYEE DATA RECORD**

CARB will include the Grantee's payee data record in this section.

SAMPLE