

UPDATED
2017-2018 GRANT GUIDELINES
California Assembly Bill 617
Community Air Grants Program

California Air Resources Board

~~February 26, 2017~~

April 5, 2018



GUIDELINES: COMMUNITY AIR GRANTS PROGRAM

In August 2017, the Legislature passed and Governor Brown signed into law Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017) (AB 617). AB 617 seeks to ensure that all Californians benefit equitably from our State's air quality and climate efforts, especially those who live in the areas of California most severely impacted by air pollution. As a result of the bill, the California Air Resources Board (CARB) established the Office of Community Air Protection (OCAP), and is working together with communities and local air districts to enhance the State's approach to addressing local air pollution in the State's most burdened communities. Included in the statute is a provision for grants to community-based organizations for technical assistance and to support their efforts in this process. For fiscal year 2017-2018, the Legislature appropriated \$5 million for these grants from the Greenhouse Gas Reduction Fund (GGRF), the State's portion of Cap-and-Trade auction proceeds. CARB has been charged with administering these grants.

In order to meet the intent of the Legislature, and as an initial step toward building the capacity of California communities to participate in developing and implementing AB 617 programs, CARB has created the Community Air Grants Program. The Community Air Grants Program aims to provide support for community-based organizations to participate in the AB 617 process, and to build capacity to become active partners with government to identify, evaluate, and ultimately reduce air pollution and exposure to harmful emissions in their communities. These relationships could be expressed as Figure 1 below:

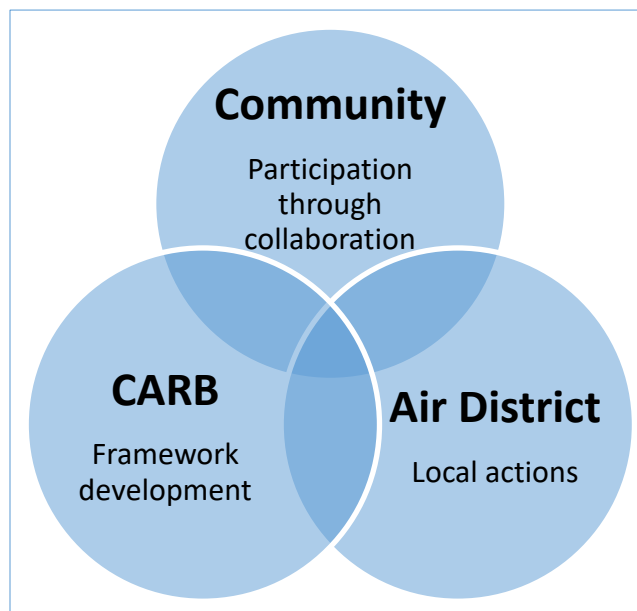


Figure 1. Community Air Protection and Partnership. The Community Air Grants Program seeks to support communities and foster strong collaborative relationships between communities, air districts, CARB, and other stakeholders.

PURPOSE

The purpose of the Community Air Grants Program is to provide community-based organizations in California with logistical and technical assistance to support their efforts in improving local air quality, in line with the goals of AB 617.

ELIGIBILITY

- A California community-based organization holding a current tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
- A California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code as the Grantee, in partnership with a California community-based organization without Section 501(c)(3) status designated as a sub-grantee.
- A California Native American Tribe. For the purposes of this grant, this includes all Federally Recognized Tribes, and other California Native Americans, in accordance with Governor's Executive Order B-10-11.
- A California faith-based organization that qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, to the extent consistent with law.

APPLICATION FORMAT

All necessary information is attached to these guidelines and listed below. Please read through the entire package, including all exhibits, before filling out and submitting your application. You will need to attach additional paper and/or documentation to answer all questions and to show your budget and timeline.

To apply, please fill out the **Coversheet**, **Application**, and **Exhibit A: Budget Template**. Submit these to the contact listed on page 6.

1. Coversheet
2. Application
3. Exhibit A: Budget Template
4. Exhibit B: Scoring Table and Scale (for your reference)
5. Exhibit C: Draft Grant Agreement (for your reference)

PROGRAM GOAL

Community Air Grants projects shall further the purposes of AB 617 in California communities. Under the Community Air Grants Program, this goal shall be accomplished by projects that support community-based organizations' participation in the implementation of AB 617, including, but not limited to, the development of methods to acquire new or better information regarding air quality and related health impacts, as well as measures to reduce air pollution in over-burdened communities.

PROGRAM CONCEPTS

Table 1 below shows how projects can meet the program goal. The Table illustrates the broad conceptual project categories (Informational, Participatory, and Technical) offered by the Community Air Grants Program, and lists specific example projects and the maximum grant amounts associated with those projects.

All of the conceptual categories listed below align with the program goal, which is to further the purposes of AB 617. For example, by raising awareness of air pollution in a community and increasing community knowledge, a Grantee can increase engagement in the process of implementing AB 617, by building the knowledge base necessary to inform community monitoring campaigns and/or community emission reduction programs.¹

Developing health-based data sets through surveys, studies and input from residents in various communities throughout the state, similarly can further the purpose of AB 617 by informing the criteria used to identify and prioritize communities eligible for community monitoring campaigns or community emission reduction programs.¹ Working and collaborating with diverse stakeholders including, but not limited to, school teachers, school district representatives, local government, small businesses, academia, researchers, health professionals, and community groups also helps to increase critical partnerships needed to collectively address air pollution health hazards and impacts in overburdened communities.

Projects can also derive from across multiple categories: for example, you may, as a result of your engagement efforts, propose a community tour to survey your neighborhood for previously unidentified sources of harmful emissions. You may then choose to hire a technical expert to assist in assessing or planning your group's next step or phase of the project, and to supplement your community engagement work. These examples are derived from both the Informational and Participatory conceptual categories, and meet the goal of the program.

Table 1: Conceptual Categories, Concepts, Example Projects, and Investment Ranges

Conceptual Category	Assistance Concepts	Example Projects	Max Grant Amount
Informational	<p>To support general awareness of AB 617, including but not limited to, conducting popular education on air quality topics, partnership and coalition building, and facilitating interaction with government agencies.</p>	<ul style="list-style-type: none"> • Community and neighborhood level meetings on air monitoring or AB 617 concepts. • Implementing public education models for AB 617 purposes, • Meeting facilitation (including but not limited to: logistical support; room and equipment rental; translation; travel and transportation etc.). • AB 617 education. • Surveys, factsheets, printing and media promotional campaign directly related to AB 617 community outreach. • Education/preparation to support community advocacy regarding allocation of AB 617 incentive funding. 	<p>Up to \$50,000</p>
Participatory	<p>To support community participation in governmental decision making on specific AB 617 elements such as: monitoring, action plans, emission reduction programs, statewide strategies, Best Available Retrofit Control Technologies implementation, enforcement concepts, data reporting and communication, and any other elements of AB 617.</p>	<ul style="list-style-type: none"> • Hiring consultants and/or technical experts to facilitate community understanding in AB 617 concepts. • Community planning related to AB 617. • Charrettes.² • Community needs assessments. • Sensitive receptor assessments. • Field trips/bus tours for AB 617 purposes (e.g. source identification). • Community emission source inventory exercises. • “Groundtruthing”^{2,3} for sources. • Community health surveys. • Formation of community steering committees or technical advisory groups. • All Informational category example as components. 	<p>Up to \$150,000</p>
Technical	<p>To support community science projects focusing on AB 617 aspects such as: community technology assessments, community technical training (monitoring and technical education including data collection and analysis), community led community air protection efforts, community air monitoring support.</p>	<ul style="list-style-type: none"> • Air monitoring support. • Planning / design of systems, hardware. • Hardware/software training for community members for AB 617 purposes. • Data collection and analysis training for AB 617 purposes. • Community-based participatory research/Community-engaged research projects for AB 617 purposes. • Hiring technical experts. • Community violation reporting systems. • School flag programs indicating air quality. • All Informational and Participatory category examples as components. 	<p>Up to \$500,000</p>

We have provided examples of projects above that could be funded by the Community Air Grants; however, this list is not exhaustive.

CAPACITY AND OUTCOMES

CARB recognizes the wide variety of community-based organizations, and the spectrum of capacities of those groups to participate in the implementation of AB 617. Therefore, Community Air Grants are designed to be as flexible as possible with an aim toward building the capacity of community groups to participate, while at the same time providing tangible assistance.

As demonstrated by the examples in Table 1 above, projects may include, but are not limited to: meeting facilitation for awareness and outreach; travel and other associated meeting costs; hiring technical experts, consultants, and trainers; community planning efforts (including advocacy regarding allocation of AB 617 incentive program funds); community-based participatory research projects that align with the purposes of AB 617; and community air monitoring support and capacity building.

CARB intends to fund as many eligible community projects as is possible with the Community Air Grants Program. CARB anticipates a diverse mix of projects, from many communities, with regional representation from across the State. The selected project portfolio is anticipated to include urban, suburban, and rural settings with an emphasis on disadvantaged and low-income communities, pursuant to California Health and Safety Code sections 39711 and 39713 (added and amended by [Senate Bills 535 and AB 1550](#)). Project location will be evaluated in the “applicant background and project description” criterion. Projects located in and benefiting disadvantaged or low-income communities will score higher.

Matching funds or in-kind support are not required for Community Air Grants, but are encouraged where applicable and will be evaluated under the “collaboration and leveraging” criterion as part of project selection. Any leveraged funds/resources, and their source, must be identified in the application and budget, and will not count toward the maximum funding amounts you can request through Community Air Grants. Leveraged funds and resources may take various forms and should be noted in the application. Partnership building and coordination is also strongly encouraged. Community Air Grants should be used to complement an organization’s partnership building and coordination for project implementation. Letters of support or commitment may be submitted. Projects demonstrating partnership building and coordination, leveraging, in-kind support, or other forms of collaboration will score higher.

FUNDING AMOUNTS

For fiscal year 2017-2018, \$5 million was appropriated for the Community Air Grants Program. Funding requests should match the investment ranges in Table 1, depending on from which conceptual category your project is derived. If your project is derived from multiple categories, it

will be considered for the higher investment range. The maximum funding amount that may be requested for a Community Air Grants project is \$500,000. Projects that span multiple years (multi-year projects) are allowed, but will be funded from this fiscal year: 2017-2018. Multi-year projects should be described in your application. All funds must be liquidated (spent) by March 30, 2021; therefore, three years is the maximum project time line. Costs by year, and totals, must be shown in your budget, to justify your funding request. Please see the Reporting and Budget section below for more details.

While administrative costs may be covered up to a maximum of 20 percent under the Community Air Grants Program, CARB anticipates a likely range of 10-15 percent for most projects. Please see Exhibit C: Draft Grant Agreement, for more information on administrative costs.

SUBMISSION

To apply, please fill out the Coversheet, Application, and a Budget using the template in Exhibit A. You may need to attach additional paper or documentation to answer all questions.

Applicants must provide an original signed coversheet with an application, and 2 photocopies of each. All necessary information is attached to these guidelines.

The signed original coversheet with application and 2 photocopies must be mailed (postmarked) no later than Thursday, ~~April 12, 2018~~ **April 19, 2018**. Electronic submittal is not available at this time, and applications will not be accepted by fax, email, or in-person delivery by applicants. Send your hardcopy application package to:

Ms. Rachel Pallatin
California Air Resources Board
1001 I Street, 6th Floor
Sacramento, California 95814

CARB will host two webcasts on March 7, 2018, one in English and one in Spanish, to walk applicants through the Community Air Grant guidelines and application process; no questions will be answered during these times. On March 27, 2018, CARB will host a teleconference, to answer questions that have been submitted up until that point, and answer questions during the teleconference. Questions may also be submitted via email to Ms. Rachel Pallatin by COB March 27, 2018. After this date, CARB will not accept questions on the guidelines or application process. CARB will release a complete question and answer document by April 3, 2018 and post it on the website. Please see our website (<https://ww2.arb.ca.gov/our-work/programs/community-air-protection-program-ab617>) for further information regarding the webcast, the question and answer teleconference and the official question and answer document. We will be updating the website to reflect times, call-in numbers, and any changes in dates. Any verbal communication with a CARB employee concerning the guidelines or

application process is not legal advice or binding on the State and will not alter the written application process.

SCORING AND REVIEW PROCESS

Applications will be evaluated on the following criteria: (1) applicant background and project description; (2) collaboration and leveraging; (3) programmatic and technical alignment; (4) concept integration; (5) budget and reporting; (6) performance evaluation; and (7) project timeline. A 100-point scoring table and scale is included here as part of the Community Air Grants package. Applications will be evaluated and scored using this table and scale. Please refer to the scoring table and scale as you draft your application.

Grant applications will be evaluated and scored by an inter-governmental review panel comprised of staff and representatives from across several public agencies. After evaluating applications using the scoring table and scale, the review panel will score and rank them. Utilizing this prioritized project list, and based on panel evaluations and scoring pursuant to the scoring table and scale, CARB will determine the ultimate awardees.

Community Air Grant awardees will be notified upon determination and a final award list will be publically posted. CARB anticipates announcing awards in Summer 2018. Community Air Grant Agreements (Exhibit C: Draft Grant Agreement) must be signed by the awardee and executed by CARB prior to disbursement of any funds.

GRANT PERIOD AND FUNDING

The grant period begins when an awarded Grant Agreement is executed by CARB. Please refer to Exhibit C for draft Grant Agreement and Terms and Conditions. All funds granted must be liquidated (spent) by March 30, 2021. An executed Grant Agreement will be required prior to awardees receiving any funding. In order to receive a fund disbursement, the Grantee must submit a grant disbursement request to CARB. A grant disbursement request form will be provided to Grantees upon Grant Agreement execution.

REPORTING AND BUDGET

After full grant execution, Grantee must submit annual reports to CARB beginning on December 1, 2018, and continue annually (every December 1) through the end of the grant term, or until all funds have been liquidated. Reports may be submitted electronically to CARB Community Air Grant Liaison, Ms. Rachel Pallatin, at rachel.pallatin@arb.ca.gov or program designee, and at a minimum, must include:

- Report number, title, name of Grantee, date of submission, and grant number.
- Report costs associated with specific project tasks. Examples include but are not limited to: meeting facilitation and travel; hiring technical experts or consultants; or other AB 617 community efforts.
- Report how the grant is being utilized to meet the goals of Assembly Bill 617.
- If claiming benefits to disadvantaged and low-income communities or low-income households, report how the project meets criteria for providing direct, meaningful, and assured benefits while also addressing a community need according to CARB guidance.
- Summary of work completed and in progress since the last progress report.
- Grant funds remaining and expended.
- Expenditure summary showing all Community Air Grant funds for which reimbursement was requested since last report.
- Any challenges or barriers encountered in the implementation of your project.

CARB, at its sole discretion, may request additional information and/or institute a new reporting format at any time, for any awarded project. The Grantee must retain project records for at least 3 years after the completion of the project.

As you prepare your budget, please follow the guidelines below.

- Create the budget that will support the activities proposed in your application.
- Be realistic, complete, and accurate. Include shipping and handling, taxes, set-up, installation, service agreements, warranties, contracts, licenses, equipment costs etc.
- Use whole dollars.
- Retain your documentation on how you calculated the budget.
- Regarding outputs (things you want to accomplish with this funding), determine the exact or maximum number of items you are proposing to affect or implement (e.g., host 3 community meetings; contact 300 households in the community; hire 1 data analyst; hold a bus tour for 50 people), and budget for that number.

REFERENCES AND RESOURCES

Documents referenced (1, 2 and 3) in the guidelines are below. We have also included a list of resources you may find useful (I–V). However, this list is not exhaustive.

1. [CARB, Community Air Protection Framework – Concept Paper. Sacramento, CA: February 7, 2018](#)
2. [Russak, B., Aliu, S., Ankudowich, A., Prichard M., Semu Y., Simunovic D., Wander M., Green Zones and Grassroots: How California’s Climate Investments Benefit Los Angeles County’s Disadvantaged Communities. Los Angeles, CA: Liberty Hill Foundation, 2017.](#)

3. [London, J., Huang, G., Zagofsky, T., Land of Risk/ Land of Opportunity: Cumulative Environmental Vulnerability in California's San Joaquin Valley. Davis, CA: UC Davis Center for Regional Change, 2011.](#)

- I. U.S. EPA Citizen Science for Environmental Protection
 - <https://www.epa.gov/citizen-science>

- II. U.S. EPA Quality Assurance Project Plan for Citizen Science Projects
 - <https://www.epa.gov/citizen-science/quality-assurance-project-plan-citizen-science-projects>

- III. Cal/EPA Disadvantaged Community Designation
 - <https://calepa.ca.gov/EnvJustice/GHGInvest/>

- IV. CARB Pollution Mapping Tool
 - https://www.arb.ca.gov/ei/tools/pollution_map/

- V. SCAQMD: Air Quality Sensor Performance Evaluation Center
 - <http://www.aqmd.gov/aq-spec>

MINIMUM QUALIFICATIONS AND PROJECT ADMINISTRATION

Table 2: Minimum Qualifications

Description	
Pass/Fail	<p>Coversheet—completed and signed. Signature must be <u>original and only signed by the designated authorized Signature Authority</u>. No stamped or photocopied signatures. The application must be signed by the Applicant representative authorized to enter into contract for the Applicant. If Applicant is applying in partnership with a community-based organization sub-grantee, the sub-grantee’s contact information must also be provided, but the sub-grantee does not need a representative to sign the application.</p>
Pass/Fail	<p>Organization type.</p> <ul style="list-style-type: none"> - <u>California community-based organization</u> holding a current tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; or - <u>California organization</u> holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code as the Grantee, <u>in partnership with a California community-based organization</u> without Section 501(c)(3) status designated as a sub-grantee; or - <u>California Native American Tribe</u>. For the purposes of this grant, this includes all Federally Recognized Tribes, and other California Native Americans, in accordance with Governor’s Executive Order B-10-11; or - <u>California faith-based organization</u> that qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, to the extent consistent with law.
Pass/Fail	<p>Application postmarked no later than Thursday, April 12, 2018 April 19, 2018.</p>

- a. For an organization with tax-exempt status under Internal Revenue Code section 501(c)(3) that is governed by a Board, CARB will require a Board Resolution or documentation of approval of the project by the Board before CARB executes the Grant Agreement. For a California Native American Tribe in accordance with Governor’s Executive Order B-10-11, CARB may require an approved Resolution or documentation of approval of the project from the Tribal governing body before CARB executes the Grant Agreement. For a faith-based organization, CARB may require documentation of

approval of the project by the organization's Board or other management before CARB executes the Grant Agreement.

- b. CARB will evaluate all eligible project applications based on the same scoring criteria, as described in these guidelines and the scoring table and scale. Only eligible projects will be scored. To be eligible, project applications must meet the minimum qualifications above.
- c. Ineligible costs for funding include, but are not limited to, the following: Food, drink, or refreshments; childcare. CARB reserves the right to remove discrete elements of projects selected for funding that CARB determines to be ineligible, in accordance with these guidelines and California Health and Safety Code section 44391.2(d).
- d. In the event that one or more projects cannot be fully funded because the requested amount exceeds the available remaining funds, CARB in its sole discretion may offer to fund those projects at a lesser amount at a scaled-down scope. If the project applicant declines funding at the reduced project scope, CARB may offer funding to the next highest scoring eligible application, either fully or at a scaled-down scope, carry the remaining funds forward to the next fiscal year, or not award a grant.
- e. In the event funding has been awarded to the highest scoring projects, and the remaining available funds are less than the amount requested in the next highest scoring application, CARB, in its sole discretion, may offer funding to the next highest scoring project(s) that request less than the remaining available funds, carry the remaining funds forward to the next fiscal year, or not award a grant.
- f. The Grantee will be required to sign a Grant Agreement (Exhibit C) with CARB to fulfill the administrative duties and technical duties associated with the project. No legal obligations will exist unless and until the parties have executed and delivered a Grant Agreement.
- g. A Grantee that is a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, in partnership with a California community-based organization without Section 501(c)(3) status designated as a sub-grantee, will be required to sign a Grant Agreement with CARB specifying that the Grantee has joint and several liability for compliance with grant requirements.
- h. Some proposals could qualify as a project under the California Environmental Quality Act (CEQA). In these instances, applicants may need to submit additional documentation in order to facilitate CEQA completion prior to approval of the agreement and award of the grant money. Thus, no awards can be approved until CEQA is satisfied.

- i. Any change in the project budget, redefining of deliverables, or extension of the project schedule must be approved in advance and in writing by the CARB Project Liaison, or designee, and may require a Grant Agreement amendment. Once a grant is in place, minor changes to the work to be done or other project scope changes may be considered by CARB, in consultation with the Grantee.
- j. CARB reserves the right to terminate a Grant Agreement if CARB determines, in its sole discretion, that the objectives cannot be reached or that the Grantee, or their subcontractors cannot or will not perform the required work in accordance with the project timeline.
- k. The Grantee must allow CARB, the California Department of Finance, the California Bureau of State Audits, or any authorized designee access, during normal business hours, to conduct reviews and fiscal audits or other evaluations. Access includes, but is not limited to, reviewing project records, site visits, interviews, and other evaluations as needed. Project evaluations or site visits may occur unannounced as CARB staff or its designee deem necessary.
- l. The Grantee must retain project records for at least 3 years after the completion of the project.
- m. Upon submittal to CARB, all applications will become property of the State of California. CARB may publically post all or some of the contents of the applications, after the awards are made.
- n. Cost of Developing Application: The Applicant is responsible for the cost of developing an Application and this cost cannot be charged to the State. In addition, CARB is not liable for any costs incurred during environmental review or as a result of withdrawing a proposed award or canceling the guidelines.
- o. Errors: If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the guidelines, the Applicant must immediately notify CARB of this error in writing and request modification or clarification of the document. CARB is not responsible for failure to correct errors.
- p. Immaterial Defect: CARB may waive any immaterial defect or deviation contained in an Applicant's application. CARB's waiver shall in no way modify the Application or excuse the successful Applicant from full compliance.
- q. Disposition of Applicant's Documents: On the date that the Grant Agreement is signed, all applications and related material submitted in response to these guidelines become a part of the property of the State and public record.

- r. **Applicant's Admonishment:** These guidelines contain the instructions governing the requirements for funding projects submitted by interested Applicants, including the format in which the information is to be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and Applicant responsibilities. Applicants must take the responsibility to carefully read the entire guidelines, ask appropriate questions in a timely manner, submit the application with all required responses in a complete manner by the required date and time, and make sure that all procedures and requirements of the guidelines are followed and appropriately addressed.
- s. **Agreement Requirements:** The content of these guidelines and each grant application shall be incorporated by reference into the final agreement. See the sample Draft Grant Agreement included in Exhibit C of these guidelines.

CARB reserves the right to negotiate with Applicants to modify the project scope, the level of funding, or both. If CARB is unable to successfully execute a funding agreement with an Applicant, CARB, in its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible project. This does not limit CARB's ability to withdraw a proposed award for other reasons, including for no cause.

- t. **No Agreement Until Signed:** No agreement between CARB and the Grantee is in effect until the agreement is signed by the Grantee and signed by the authorized CARB representative. Costs are only subject to reimbursement by CARB after execution; no costs incurred prior to execution of the agreement are reimbursable using CARB funds.
- u. **No Modifications to the General Provisions:** Because time is of the essence, if an Applicant at any time, including after Grantee Selection, attempts to negotiate, or otherwise seeks modification of, the conditions of the Grant Agreement, CARB may reject an application or withdraw a proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including failure of a third party agency to complete CEQA review, or for no cause.
- v. **Payment of Prevailing Wages:** Prevailing wage rates can be significantly higher than non-prevailing wage rates. Failure to pay legally-required prevailing wage rates can result in substantial damages and financial penalties, termination of the grant agreement, disruption of projects, and other complications.
- w. **Guidelines Cancellation and Amendments:** CARB reserves the right to do any of the following:
- Cancel these guidelines.
 - Revise the amount of funds available under these guidelines.
 - Amend these guidelines as needed.
 - Reject any or all Applications received in response to these guidelines.



**California Air Resources Board (CARB)
Community Air Grants
APPLICATION COVER SHEET**

Part 1. Applicant Information		
Applicant (501(c)(3) organization/Tribe/faith-based organization) name:	\$ Grant Funds Requested (rounded to nearest dollar; indicate single (1) or multi-year):	
Applicant physical address (Street, City, State, Zip code):		
Applicant mailing address (Street, City, State, Zip code):		
<input type="checkbox"/> Internal Revenue Code Section 501(c)(3) status Tax ID number: _____ : _____	<input type="checkbox"/> California Native American Tribe in accordance with Governors Executive Order B-10-11. Tax ID number may need to be provided for payment if awarded. Tax ID number may be provided upon agreement of contract if awarded.	<input type="checkbox"/> Faith Based organization Tax ID number: _____ : _____
Grant Administrator - Manages Day-to-Day Tasks of Project		
Grant Administrator - Name of Lead Person who will be Implementing Grant (First name, Last name):	Title of Grant Administrator:	
Telephone number of Grant Administrator (required): ()	Email of Grant Administrator (required):	
Signature Authority - Person Authorized to Legally Enter in Contract for the Applicant		
Signature Authority— Print Name of Person who will be Signature Authority of Grant (First name, Last name):	Title of Signature Authority:	
Telephone number of Signature Authority (required): ()	Email of Signature Authority (required):	
Part 1A. Sub-Grantee Information (if applicable)*		
If a Community-Based Organization (CBO) is a sub-grantee in partnership with a 501(c)(3) applicant, add the CBO's name, physical and mailing address here (Street, City, State, Zip code):		
Part 2. Application Agreement and Authorized Signature		
I certify that all information in this application is true, correct, and complete to the best of my knowledge and belief. I certify that I am signing on behalf of the applicant in the capacity as a signature authority indicated next to my name below and that I am authorized to execute this application on behalf of the applicant.		
Signature Authority original signature (wet signature, no stamps):	Date:	
First name and last name of Signature Authority (print legibly):		

** Sub-grantee information is required for projects proposed jointly by a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the applicant), in partnership with a California community-based organization without Section 501(c)(3) status (the sub-grantee).*

California Air Resources Board (CARB)

Community Air Grants

APPLICATION

Please answer all questions, to the best of your ability, using typed font, size 12. Please use separate sheets of paper to provide your answers. While not required, you may submit your answers in a report. Your answers, will be evaluated and scored using the Community Air Grants Scoring Table and Scale and will be scored on a 100-point scale.

I. Applicant Background and Project Description (20 pts.)

- a) In no more than 500 words or two pages, please describe the following about your organization:
1. History of applicant. +
 2. Community description and narrative on air/environmental issues. +
 3. Your connection to the community. +
 4. Community support for your project (may include letters of support). +
 5. Concrete examples of your organization representing or advocating for your community. +
- b) Please attach documentation of the applicant's Internal Revenue Service designation as a tax-exempt organization under Internal Revenue Code section 501(c)(3); or documentation as a California Native American pursuant to Governor's Executive Order B-10-11; or documentation as a faith-based organization; and a list of organization's board of directors, or an organizational chart. +
- c) In no more than 1000 words, or less than four pages, please describe the following about your project:
1. Where is your project located?
 2. Project need and how your project meet the goal of the Community Air grant program.
 3. How will your project serve those most impacted by air pollution in your community?
 4. Any expected benefits for disadvantaged or low-income communities?
 5. What are the outcomes and expectations of your project?
 6. Provide a summary of methods and procedures you will use to achieve your goals.

+ For projects proposed jointly by a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the applicant), in partnership with a California community-based organization without Section 501(c)(3) status (the sub-grantee), provide this information regarding the sub-grantee. You may additionally provide this information regarding the applicant, if applicable.

II. Collaboration and Leveraging (10 pts.)

a) Please discuss the following regarding any leveraging, collaboration or partnership building proposed for your project:

1. Are you collaborating or partnering with any other groups or entities? If so, please list them and describe the nature of the partnerships, how you will work together, and who will do what parts of the project. Describe how you will collaborate with them or complement each other and how that aligns with the objectives of the Community Air Grants project.
2. You may attach letters of commitment in order to support your answers.

III. Programmatic and Technical Alignment (25 pts.)

- a) For all project types (Informational, Participatory, or Technical), please describe how your project furthers the purposes of AB 617 by leading to the identification, evaluation, and/or reduction of exposure to, air toxics and criteria air pollutants (and/or greenhouse gases) from mobile, stationary, and/or area sources in California communities.
- b) For all project types, please include a scope of work for your project – that is, what do you plan to do, and how do you plan to do it? What will your project do to facilitate community participation in AB 617? How will your project achieve the proposed outcomes?
- c) In addition to the questions above, for Technical project types with an air monitoring / support component, describe your plan to design and deploy a community operated air monitoring system. What do you plan to monitor for? How do you plan to monitor? Where and why? Additionally:
1. Has the sensor or monitoring hardware been (or will be as part of proposal) evaluated to correlate performance to Federal Reference or Equivalent Methods (including calibration by collocation to regulatory monitors) OR has the sensor or monitoring hardware been evaluated by South Coast Air Quality Management District's Air Quality –Sensor Performance Evaluation Center?
 2. Are your planned data quality assurance and control methods addressed?
 3. How will you report the results?
 4. Is the network sustainability (operation and maintenance) addressed?
 5. Does your design or deployment plan take into account any physical aspects of the project in relation to California Environmental Quality Act (CEQA) requirements that may be required for the scope of your project? If so, did you include any documentation to support a proposed determination basis. Additionally:
 - Will the project require construction (including grading, paving, etc.); trenching; modification or conversion of a facility?
 - Is the project site environmentally sensitive, or is the project site on agricultural land?
 - Will the project generate noise or odors in excess of permitted levels?
 - Will the project require discretionary permits from a public agency?

IV. Concept Integration (10 pts.)

- a) For projects derived from across multiple conceptual categories (Informational, Participatory, or Technical), please discuss the how the different parts of the project will be integrated, into one, overall project.

V. Budget and Reporting (15 pts.)

- a) Please fill out the attached template Budget.
- b) Please include budget narrative addressing the following:
 1. The total amount of funding requested.
 2. For multi-year projects, the funding per year requested, as well as total.
 3. Please utilize specific categories (as applicable) such as: Technology, Equipment, Supplies, Materials, Services, Travel, Training, Consultant Costs, Meeting Facilitation, Transportation, and / or others. Please include brief narratives for each section.
 4. Please include other funding sources, including partner funding/in-kind services if applicable. Letters of commitment may be included in order to support or detail your budget.
 5. Please describe the reporting procedures for your project.
 6. Please describe the documentation procedures for your project.

VI. Performance Evaluation (10 pts.)

a) Describe how you plan to measure the success of your project. Please include:

1. Performance measures or methods to assess your project. This includes methods to assess the phases of your project, if applicable.
2. Project goals that are clearly measurable and well-defined.
3. Expected results that are clearly defined.

VII. Project Timeline (10 pts.)

- a) Please submit a timeline for your project. Your timeline should include the following elements:
1. Detailed tasks and milestones that are evident.
 2. Project activities that are in chronological order.
 3. Project plans that are realistic and feasible for the timeline.
 4. The responsible groups/persons for each activity.
 5. An overview of anticipated challenges or barriers to success, and strategies for overcoming them.

Exhibit B

California Air Resources Board (CARB)
Community Air Grants
CRITERIA SCORING TABLE and SCALE

Criteria Scoring Table and Scale:

A maximum of 100 points is possible. Applications will be evaluated and given a score for each category in the Criteria Scoring Table, using the Scale. For example, an application with an excellent **Applicant Background and Project Description**, may receive 18 points out of 20 (90%) for that Criteria in the Scoring Table. Some of the bulleted criteria within a category may be considered more heavily than others, and some of the listed items will result in higher scores but are not mandatory.

Criteria Scoring Table	
CRITERIA	POINTS
I. Applicant Background and Project Description - 20 Points Maximum	
<p>Background information* includes:</p> <ul style="list-style-type: none"> • History of applicant in community. • Proof of the applicant’s IRS designation as a 501 (c) 3; or documentation as a California Native American pursuant to Governors Executive Order B-10-11; or documentation of faith-based organization; and list of organization’s board of directors, or an organizational chart. • Community description and narrative on air/environmental issues. • Support for applicant’s project in the community (evidenced by letter of support). • Applicant’s connection to the community. • Concrete examples of applicant representing or advocating in and for their community. • No more than 500 words, or less than two pages. <p><i>* For projects proposed jointly by a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the applicant), in partnership with a California community-based organization without Section 501(c)(3) status (the sub-grantee), provide this information regarding the sub-grantee. You may additionally provide this information regarding the applicant, if applicable.</i></p> <p>Project Description includes:</p> <ul style="list-style-type: none"> • Project location(s) listed. • Project need and goals are discussed. • Expected benefits of projects located in a community identified by Cal/EPA as a disadvantaged or low-income community.¹ Examples of potential benefits include providing jobs or job training to residents of low-income households, or identifying, evaluating, or reducing air pollution in disadvantaged or low-income communities. 	<p>0-20 points</p>

Exhibit B

<ul style="list-style-type: none"> Clearly defined outcomes and expectations of project including a schedule with key milestones. Complete summary of methods and procedures used to achieve goals. Sources for research in support of program objectives are cited. Objectives are specific and measurable. Outcomes clearly match objectives. No more than 1000 words, or less than four pages. 	
II. Collaboration and Leveraging - 10 Points Maximum	
<ul style="list-style-type: none"> Collaboration and partnership between partner groups is evident. Letters of commitment are attached. A clear partnership of two, or more (not counting sub-grantees) of the following groups is evident: community-based organizations, academia, government, researchers or institutions, business entities, health professionals, school district representatives, California Native American Tribes, faith-based organizations (This is list not exhaustive, and partners may include other entities not listed). In-kind services or additional funding sources are being leveraged or utilized in the project, and are described in the application. 	<p>0-10 points</p>
III. Programmatic and Technical Alignment - 25 Points Maximum*	
<p>Project clearly aligns with AB 617:</p> <ul style="list-style-type: none"> Proposed project leads toward identifying, evaluating, and/or reducing exposure to air toxics, criteria air pollutants, and/or greenhouse gas emissions from stationary and/or, mobile, or area sources in California communities. <p>AND</p> <p>For all project types:</p> <ul style="list-style-type: none"> Scope of work is included. <p>AND</p> <p>For Technical project types:</p> <ul style="list-style-type: none"> Specific project outcomes are defined and achievable for the project type. Sensor or monitoring hardware has been (or will be as part of proposal) evaluated to correlate performance to Federal Reference or Equivalent Methods² (including calibration by colocation to regulatory monitors) OR sensor or monitoring hardware has been evaluated by South Coast Air Quality Management District’s Air Quality Sensor Performance Evaluation Center³. Planned data quality assurance and control methods are described. Data reporting mechanisms clear and transparent 	<p>0-25 points</p>

Exhibit B

<ul style="list-style-type: none"> • Network sustainability (operation and maintenance) is addressed. • The physical aspects of the project are discussed, including, but not limited to: network design and deployment; construction; site selection; noise or odors; environmental factors; potential environmental impacts; proposed determination basis; whether or not there are any plans or permits required for the project; and whether or not any documentation addressing CEQA requirements is being prepared. <p>AND/OR</p> <p>For Informational project types:</p> <ul style="list-style-type: none"> • Specific project outcomes are defined and achievable for the project type. <p>AND/OR</p> <p>For Participatory project types:</p> <ul style="list-style-type: none"> • Specific project outcomes are defined and achievable for the project type. 	
IV. Concept Integration - 10 Points Maximum	
<ul style="list-style-type: none"> • For Projects derived from across multiple conceptual categories (Informational, Participatory, or Technical), the extent to which the project design integrates these components. 	<p>0-10 points</p>
V. Budget and Reporting - 15 Points Maximum	
<ul style="list-style-type: none"> • Includes a specific amount of funding requested. • Project budget utilizes the following categories (if applicable) with brief narrative: Technology, Equipment, Supplies, Materials, Services, Travel, Consultant Costs, Meeting Facilitation, Transportation, Other. • Funding level appears reasonable to meet all project objectives. • Other funding sources, including partner funding/in-kind services are noted (letters of support included if appropriate) if applicable. • Budget is transparent; reporting measures and documentation procedures described throughout project life. 	<p>0-15 points</p>

Exhibit B

VI. Performance Evaluation -10 Points Maximum	
<ul style="list-style-type: none">• Qualitative and quantitative assessment of the project is clear.• Goals are clearly measurable and well-defined.• Expected results clearly defined• Performance measures listed.	0-10 points

VII. Project Timeline- 10 Points Maximum	
<ul style="list-style-type: none">• Detailed timelines and milestones for the grant period are evident.• Project activities are chronological in order.• Project plans are realistic and feasible given the timeline.• Responsible groups/persons are listed along with each activity.• Overview of anticipated obstacles to success and strategies for overcoming them are included (if they exist).	0-10 points

**Note: For scoring in Programmatic and Technical Alignment Section, you may only receive one score, regardless if your project encompasses multiple categories. All aspects of your project will be considered in one score for this section.*

¹ <https://calepa.ca.gov/EnvJustice/GHGInvest/>

² <https://www3.epa.gov/ttn/amtic/criteria.html>

³ <http://www.aqmd.gov/aq-spec>

Exhibit B

Scoring Scale		
Possible Points	Interpretation	Explanation for Percentage Points
0%	Not Responsive	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10-30%	Minimally Responsive	Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
40-60%	Inadequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Applicant's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
90%	Excellent	Response fully addresses the requirements being scored with a high degree of confidence in the Applicant's response or proposed solution. Applicant offers one or more enhancing features, methods, or approaches exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the Applicant's response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.

**California Air Resources Board (CARB)
Community Air Grants
DRAFT GRANT AGREEMENT**

Grant Provisions:

1. **Community Air Grants:** This Grant Award provides funding for community-based organizations for technical assistance and to support community participation in the implementation of AB 617. Proposed projects shall further the purposes of AB 617 by leading toward the identification of, evaluation of, and reducing communities' exposure to, air toxics and criteria air pollutants from mobile, stationary, and area sources in California communities, and shall comply with California Health and Safety Code 44391.2. Project components may include, but are not limited to: hiring consultants and technical experts, purchasing hardware to support community led air monitoring projects, and travel and other associated meeting costs.

2. **Reporting:**
 - A. **Annual Reports:** After full grant execution, Grantee must submit annual reports to CARB beginning on December 1, 2018, and continue annually (every December 1) through the end of the grant term, or until all funds have been liquidated. Reports may be submitted electronically to CARB Community Air Grant Liaison, Ms. Rachel Pallatin, at rachel.pallatin@arb.ca.gov or program designee, and at a minimum, must include:
 - i. Report number, title, name of Grantee, date of submission, and grant number;
 - ii. Report costs associated with specific project tasks. Examples include but are not limited to: meeting facilitation and travel; hiring technical experts or consultants; conducting community needs assessments as it relates to AB 617; identifying sources of emissions in communities; identifying locations for monitoring; deploying community based monitoring systems; data analysis; staff training; developing air quality communication programs; attending CARB / district meetings or other AB 617 implementation meetings or efforts.
 - iii. Report how grant is being utilized to meet the goals of Assembly Bill 617;
 - iv. If claiming benefits to disadvantaged and low-income communities or low-income households, report how project meets criteria for providing direct, meaningful, and assured benefits while also addressing a community need according to CARB guidance.
 - v. Summary of work completed and in progress since the last progress report;
 - vi. Summary of work completed and in progress since the last progress report;

Exhibit C

- vii. Grant funds remaining and expended; and
- viii. Expenditure summary showing all Community Air Grant funds for which reimbursement was requested since last report.
- ix. Any challenges or barriers encountered in the implementation of your project.

B. **Final Report:** Grantee must submit a Final Report to CARB by March 30, 2021 or upon request for disbursement of all remaining funds, whichever is earlier. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

3. **Program Funding:**

A. **Grant Disbursements:**

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
 - 1. A fully executed Grant Agreement; and
 - 2. Grant Disbursement Request Form. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Grant Program. At a minimum, the attachment must provide information on expenditures, such costs include, but are not limited to: travel to meetings; meeting facilitation; community tours in order to identify emission sources; identifying monitoring locations; hardware for community based monitoring systems; community needs assessments; hiring specialized staff; community based air quality communication programs; hiring technical experts or consultants; planning/design of systems or components of projects. This form will be provided by CARB to Grantees upon award for their use.
 - 3. The Grantee must mail completed Grant Disbursement Requests to the CARB Community Air Grant Liaison, Ms. Rachel Pallatin, or Program designee. Correspondence regarding this grant agreement shall be directed to:

Ms. Rachel Pallatin
California Air Resources Board
1001 I Street, 6th Floor
Sacramento, California 95814

Grant payments are subject to CARB's approval of Annual Reports.

- ii. No reimbursement will be made for expenses that, in the judgment of CARB are not reasonable or do not comply with the Grant Agreement.
- iii. The maximum amount of this Grant is up to \$_____ . Under

Exhibit C

no circumstance will ARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this grant.

iv. The budget for this grant is shown in Exhibit_____.

B. **Earned Interest, Returned and Recaptured funds:** “Earned interest” means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Grant Funds into their program. “Returned funds” or “Recaptured funds” are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the Community Air grant program.

- i. Such funds must be reported to CARB.
- ii. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
 1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
 2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;
 3. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs; and
- iii. Such funds must be fully liquidated or returned to CARB by completion of the program or by March 30, 2021, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or March 30, 2021, whichever comes first.
- iv. Documentation of expenditure made on those funds or returned to CARB must be:
 1. Retained for a minimum of three years after it is generated; and
 2. Provided to CARB in Annual Reports and Final Report.

C. **Eligible Costs:** Administrative (Indirect) and Direct costs will be reimbursable with Community Air Grant Funds.

- i. Administrative costs may account for not more than twenty (20) percent of the awarded Air Grant Funds. Consistent with best practices for project administration, administrative costs are defined as: Indirect costs that are not tied directly or solely to the project, such as: distributed administration, non-project related contracts or subscriptions, rent, phones, printing, or mailing services not associated with staff working on the project, or any other costs that are not directly and fully incurred to support the grant.

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- ii. Direct costs will be fully reimbursable with Air Grant funds. Direct costs are defined as costs directly tied to the implementation of the contract. Direct costs will vary depending on Project Type. Direct costs may include, but are not limited to: personnel, supplies, or travel expenses directly tied to the implementation of the grant. These also include project implementation costs and technology costs, outlined below:
 1. Project Implementation Costs: Direct project labor and expenses associated with the project, including all components of project implementation, outreach and education, research and data analysis, program evaluation, required reporting, external consultants, third-party contracts for direct support, travel, and information technology related to project implementation.
 2. Technology Costs: Costs associated with equipment and infrastructure that is used directly for the purposes of a project under the Air Grants program: air monitoring technology, data collection and analyses costs, hardware/software costs to support monitoring systems. This includes the direct maintenance of these components, if required by the project.
- iii. Travel reimbursements must adhere to the State rates and conditions established on the CalHR website (for hotel and meal rates, see <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).

4. **Terms and Conditions:**

- A. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties
- B. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
- C. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
- D. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

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- E. **California Environmental Quality Act:** Some proposals could qualify as a project under the California Environmental Quality Act (CEQA). In these instances, applicants may need to submit additional documentation in order to facilitate CEQA completion prior to approval of the agreement and award of the grant money. Thus, no awards can be approved until CEQA is satisfied.
- F. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- G. **Compliance with Grant requirements:** A Grantee that is a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, in partnership with a California community-based organization without Section 501(c)(3) status designated as a sub-grantee, will be required to sign a Grant Agreement with CARB specifying that the Grantee has joint and several liability for compliance with grant requirements.
- H. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- I. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
- J. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- K. **Data collection and methods:** Any air monitoring data collection methods, analytical methods, results or, reporting mechanisms obtained through Community Air Grant funding shall not be proprietary in nature, and shall serve the communities from where they were obtained, and/or other communities air basin-wide and/or statewide. These data shall be made publically available, and shall be available to CARB upon request.
- L. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
- M. **Environmental Justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- N. **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

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funds have not been used in violation of State law or this Grant Agreement.

- O. **Force majeure:** Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- P. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the 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.
- Q. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- R. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- S. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
- T. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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- U. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- V. **Ownership:** All information, data, documents, intellectual property, including, but not limited to, webpages received or generated by the Grantee under this Grant is the property of CARB. No information, data, documents, intellectual property received or generated under this Grant may be released without CARB's approval.
- W. **Personally Identifiable Information (PII):** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
- X. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- Y. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- Z. **Promotion:** CARB may use any photographs, media, or information gathered or reported from or by the Grantee (except PII above), under the Community Air Grants program, in order to promote this program, through CARB's web site or other mediums.
- AA. **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.
- BB. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Community Air Grant Funds for Fiscal Year 2017-2018 by June 30, 2018.
- CC. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion 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.
- DD. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete expenditure of funds to implement the Community Air Protection Program in an expeditious manner.
- EE. **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

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and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

FF. **Disbursement Deadline:** The Fiscal Year 2017-2018 Community Air Grant Funds specified in this Grant Agreement must be encumbered by June 30, 2018. Grant disbursement requests must be submitted by the Grantee to CARB no later than March 30, 2021 to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Grant Fund Grant Disbursement Request Form will be incorporated as part of this grant agreement.

GG. **Liquidation and Return of Funds:** Funds not liquidated by March 30, 2021 must be returned by September 28, 2021. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

5. **Insurance Requirements:**

A. Grantee must comply with all requirements outlined in the Agreement and the Insurance Requirements outlined in this section. No payments will be made under this grant until Grantee fully complies with all insurance requirements.

i. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
2. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and Grantee agrees no work or services will be performed prior to obtaining such approval. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
3. Premiums, Assessments and Deductibles – Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating

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

6. 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.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate Grantee's obligations under the grant.
 8. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 9. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
 10. Use of Subcontractor - In the case of Grantee's utilization of Subcontractors to complete the grant scope of work, Grantee shall include all Subcontractors as insured's under Grantee's insurance or supply evidence of Subcontractor's insurance to the State equal to policies, coverages, and limits required of Grantee.
- ii. Grant Insurance Requirements – Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:
1. Commercial General Liability –Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.**
 2. Automobile Liability – Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. “Any Auto” symbol 1 is required.
 3. Workers Compensation and Employers Liability – Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S.

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Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this contract, Contractor acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

6. Scope of Work:

7. Time Period.:

- A. Performance of work or other expenses billable to ARB under this Grant may commence after full execution of this Grant by both parties. Performance on this Grant ends once the Grantee has submitted the final report or if this Grant is terminated, whichever is earlier.
- B. Final request for payment and Final Report must be received by ARB no later than March 30, 2021.

8. Grant Parties and Contact Information:

- A. The CARB Project Liaison is _____. Correspondence regarding this grant must be directed to:
- B. The Grantee Liaison is _____. Correspondence regarding this grant must be directed to:

9. Project Records:

- A. Project records include, but are not limited to, Grantee and financial records. All project records must be retained for a period of three years after final payment under this Grant. All project records are subject to audit pursuant to guidelines and this Grant Agreement. Upon completion of the third year of record retention, Grantee must deliver all project records to CARB.
- B. Grantee Record—Grantee shall retain a file containing:
 - i. Original executed copy of the Grant Agreement and Grant Agreement Amendments, if applicable.
 - ii. Copies of Grant Disbursement Request Forms and supporting documentation that have been submitted.
- C. Financial Records—Grantee must:

Exhibit C

- i. Maintain project accounts in accordance with generally accepted accounting principles.
- ii. Establish an official file for project, which shall adequately document all significant actions relative to the project.
- iii. Establish an accounting system, which will adequately depict detailed and final total fund expenditures of project, including both direct and indirect costs.
- iv. Document interest earned on project grant funds, and their expenditure or return to CARB.
- v. Documentation of Grantee fund expenditures:
 - i. All fund expenditures must be documented.
 - ii. Personnel costs documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration and outreach.
 - iii. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultants and fees must be pre-approved by CARB.
 - iv. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
 - v. Indirect costs methodology must be documented.

9. **Other Requirements:**

All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites must display the California Climate Investments logo. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing GHGs, while also investing in disadvantaged communities and achieving many other co-benefits. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB's Community Air Grants program 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. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at:

www.arb.ca.gov/ccifundingguidelines.

