

APPENDIX B

SAMPLE GRANT AGREEMENT FISCAL YEARS 2016-17 AND 2017-18

An actual grant agreement will align with a project's implementation plan, schedule, budget, and other details. Note, however, that certain sections of a grant agreement are not subject to change and are not negotiable, including sections L. Oversight and Accountability, M. Project Records, and N. General Provisions.

LOW CARBON TRANSPORTATION GREENHOUSE GAS REDUCTION FUND INVESTMENTS AGRICULTURAL WORKER VANPOOLS PILOT PROJECT

Mobile Source Control Division
California Air Resources Board



Grant Provisions

- A.** The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Years 2016-17 and 2017-18 Agricultural Worker Vanpools Pilot Project Grant Solicitation and the Grantee Application Package.

- B.** The California Climate Investments logo and name serve 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 (GHG), 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 the California Air Resources Board's (CARB) Low Carbon Transportation 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.



C. GRANT SUMMARY AND AMENDMENTS (if applicable)

Project Title:
Total CARB GGRF Grant^{1,2}:

Table 1: Funding Summary			
	FY 2016-17	FY 2017-18	Total
Project Implementation Costs Funding	\$X (\$X for Non-Administrative Project Implementation Costs Funding plus \$X for Administrative Costs Funding)	\$X (\$X for Non-Administrative Project Implementation Costs Funding plus \$X for Administrative Costs Funding)	
Technology Costs Funding	\$	\$	\$
Total CARB GGRF Grant (up to 10 percent withheld for last Final Report due under this agreement)	\$	\$	\$
Total Cash Match	\$	\$	\$
Total In-Kind Match	\$	\$	\$
Total Project Cost	\$	\$	\$

D. GRANT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (CARB or Board) to _____ (Grantee).
2. The CARB Project Liaison is Kimya Lambert. Correspondence regarding this project shall be directed to:

Kimya Lambert
 California Air Resources Board
 Mobile Source Control Division
 P.O. Box 2815
 Sacramento, California 95812
 Phone: (916) 323-3507
 Email: kimya.lambert@arb.ca.gov

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

Name:
 Title:
 Address:
 Phone:
 Email:

¹ Chapter 370, Statutes of 2016 (AB 1613)

² Chapter 254, Statutes of 2017 (AB 134)

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties. Performance on this Grant ends once Grantee has submitted both Final Reports (if applicable) – one for FY 2016-17 funds and one for 2017-18 funds (if applicable) – or if this Grant is terminated, whichever is earlier.
2. Grantee must complete the:
 - a. FY 2016-17 funded portion of the project no later than **December 31, 2019** (project completion date). After the project completion date, and until **December 31, 2020**, the Grantee will be required to continue to implement the project in disadvantaged communities in the San Joaquin Valley Air Pollution Control District. The Grantee will be required to submit quarterly usage reports for the 2020 calendar year.
 - b. FY 2017-18 funded portion (if applicable) of the project no later than **December 31, 2020**. After the project completion date, and until **December 31, 2021**, the Grantee will be required to continue to implement the project in disadvantaged communities, following the geographic requirements for FY 2017-18, as described in FYs 2016-17 and 2017-18 Solicitation, Section III. Funding and Section VI. Disadvantaged Community Benefits. The Grantee will be required to submit quarterly usage reports for the 2021 calendar year.
3. A draft Final Report must be received by CARB:
 - a. For the FY 2016-17 funded portion of the project, no later than 30 days after project completion or **January 31, 2020**, whichever is earlier.
 - b. For the FY 2017-18 funded portion (if applicable) of the project, no later than 30 days after project completion or **January 31, 2021**, whichever is earlier.
4. A Final Report must be received by CARB:
 - a. For the FY 2016-17 funded portion of the project, within 90 days after project completion or **March 31, 2020**, whichever is earlier.
 - b. For the FY 2017-18 funded portion (if applicable) of the project, within 90 days after project completion or **March 31, 2021**, whichever is earlier.
5. The CARB Executive Officer retains the authority to terminate or reduce the FY 2016-17 dollar amount of this Grant if after 12 months from execution of the Grant, 60 percent of FY 2016-17 project funding has not been expended by Grantee.
6. The CARB Executive Officer retains the authority to terminate or reduce the FY 2017-18 dollar amount of this Grant if after 18 months from execution of the Grant, 60 percent of FY 2017-18 project funding has not been expended by Grantee.

F. OPTION FOR NEW GRANT AGREEMENT FOR FY 2018-19

CARB, in its sole discretion, may award a new Grant Agreement for FY 2018-19 under the same terms and conditions applicable to FY 2017-18 funds. The Grantee understands and agrees that this is no guarantee that the subsequent FY 2018-19 Grant Agreement will be awarded.

G. SCOPE OF WORK

This section defines the respective scope of work, duties, and requirements of CARB and Grantee in administering the Project.

1. CARB is responsible for the following:
 - a. Participating in regular meetings with Grantee to discuss project refinements and guide the implementation of the project.
 - b. Review and approve project outreach and education elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, quarterly reports, and final report(s).
 - c. Review and approve all Grant Disbursement Request Forms (Form MSCD/ISB-90) and distribute funds to Grantee.
 - d. Provide project oversight (in conjunction with Grantee).
 - e. Ensure compliance with applicable requirements of:
 1. Fiscal Year 2016-17 Funding Plan for Low Carbon Transportation and Fuels Investments and the Air Quality Improvement Program (FY 2016-17 Funding Plan).
 2. Fiscal Year 2017-18 Funding Plan for Clean Transportation Incentives (FY 2017-18 Funding Plan)
 3. Fiscal Years 2016-17 and 2017-18 Grant Solicitation for the Agricultural Worker Vanpools Pilot Project (FYs 2016-17 and 2017-18 Solicitation).
2. The Grantee's responsibilities include project development, outreach and education, project implementation, and project reporting. Depending on the Grantee's application, program duties and requirements include, but are not limited to, the following tasks:
 - a. Project Design: The design of the Project must provide access to advanced technology vehicle vanpools for agricultural workers in disadvantaged communities, following the geographic requirements for FY 2016-17 and FY 2017-18, respectively, as described in FYs 2016-17 and 2017-18 Solicitation, Section III. Funding and Section VI. Disadvantaged Community Benefits.
 1. The project must provide a route, driver, and rider registration and tracking system.
 2. The project must provide a fleet of vans appropriate for transporting agricultural workers to and from work locations, which typically include farms, packing sheds, transshipment warehouses, or other agriculture related workplaces.
 3. Vans must be domiciled in disadvantaged communities, and EVSE must be installed in disadvantaged communities, both following the geographic requirements for FY 2016-17 and FY 2017-18, respectively, as described in FYs 2016-17 and 2017-18 Solicitation, Section III. Funding and Section VI. Disadvantaged Community Benefits.
 4. The vans may be equipped and outfitted to carry tools, water, shade, first aid supplies, and other equipment or supplies necessary

to safely, legally, and appropriately transport agricultural workers to and from their workplaces and support the work activities; and may have flooring changed for increased durability.

- b. The Grantee's key project personnel will participate in an initial meeting with CARB staff after execution of the grant agreement. The purpose of the initial meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved. The Grantee's key project personnel will also participate in meetings with CARB to discuss progress, to be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.
- c. Prepare outreach and educational materials in consultation with CARB and conduct public outreach, press releases, and press events necessary for the project to be successful. The Grantee shall clearly identify an outreach plan that contains, at a minimum:
 1. The types of outreach planned (e.g., printed materials, web-based, social media, holding public meetings, attending community events, arranging ride-and-drive events, press releases, and holding press events, etc.).
 2. An approximation of the number of community events, the geographic locations that will be attended, and the expected audiences.
 3. A strategy to build a team of support organizations and groups that are representative of disadvantaged communities in the San Joaquin Valley Air Pollution Control District, and other areas as applicable, and that are connected to a network of similar organizations and culturally relevant institutions and community service providers to provide education and technical assistance.
 4. A strategy to engage input and participation of residents of disadvantaged communities through activities relevant to the communities being served, including through the use of language-specific and culturally-appropriate outreach and education materials.
 5. All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites must display the California Climate Investments logo. See Section B above.
- d. Establish secure and safe vehicle parking where the vehicles are domiciled within disadvantaged communities.
- e. Develop a policy and process to evaluate potential vehicle drivers and riders, as follows:
 1. Enroll vehicle drivers³ and ensure they meet the requirements listed below:
 - a. Possess a current California Class C Driver's license.
 - b. Receive education on the operation of advanced technology vehicle(s)

³ Neither CARB funds nor Match Funds may be used to pay drivers.

- c. Meet minimum requirements to drive a project vehicle as required by Grantee and the insurance provider, to be developed in conjunction with CARB.
 - d. Are offered an Initial Participant Survey upon enrollment and are offered an End-of-Project Participant Survey.
 - e. Complete trip surveys and participate in research as requested by Grantee and CARB.
2. Enroll vanpool riders (non-driver participants) and ensure that they:
 - a. Are offered an Initial Participant Survey upon enrollment and are offered an End-of-Project Participant Survey.
 - b. Complete trip surveys and participate in research as requested by Grantee.
 3. Participants (vehicle driver and rider participants) become ineligible upon any of the following events:
 - a. Vehicle driver participant becomes ineligible per terms of insurance.
 - b. Vehicle driver participant's driver's license lapses or is revoked.
 - c. Vehicle driver participant is determined to be an unsafe or impaired driver by the Grantee.
 - d. Vehicle driver or rider participant causes damage to a vehicle, electric vehicle supply equipment (EVSE), or other project property, at the discretion of Grantee or CARB.
 - e. Non-compliance with project requirements, at the discretion of Grantee or CARB.
- f. While differentiating between FY 2016-17 and FY 2017-18 as separate funding sources (if applicable), the Grantee will conduct Initial Participant Surveys and End-of-Project Participant Surveys, provide Quarterly Status Reports, respond to ad hoc CARB and public queries, and provide an end-of-project Final Report(s), as follows:
1. Initial Participant Survey and End-of-Project Participant Survey: Grantee will implement an Initial Participant Survey and an End-of-Project Participant Survey of project participants to collect vehicle usage data and other information. If the Grantee receives FY 2016-17 and FY 2017-18 funds, then the Grantee will conduct end-of-project participant surveys for both funding sources in time to meet the project completion deadline for each funding source. The Initial Participant Survey must be offered to all participants before they participate in the project. The End-of-Project Participant Survey is expected to be offered to all participants but results may be a representative sample, because it is more difficult to conduct End-of-Project Participant Surveys than it is to conduct Initial Participant Surveys. CARB will coordinate with Grantee to identify mutually agreed upon survey parameters, mechanism for obtaining information, and measures to safeguard confidential individual information. Data collected may include:
 - a. Transportation to work patterns and average annual work commute miles experienced in the two years prior to participation in the

- project.
 - b. Unmet work commute needs.
 - c. Feedback from participants regarding effectiveness of outreach efforts and materials.
 - d. Other participant information (number of participants and other demographic information as mutually agreed upon between Grantee and CARB).
2. Quarterly Status Reports: Grantee will provide Quarterly Status Reports to CARB, beginning after grant execution and continuing through the end of the project. If the Grantee receives FY 2016-17 and FY 2017-18 funds, then the Grantee will clearly differentiate its Quarterly Status Reports by the fiscal year of the funding source. Deliverables include:
- a. Expenditures in detail to date and for the quarterly period.
 - b. Schedule of community outreach and education conducted, materials used, and number of people contacted.
 - c. Participant information (total number of participants, added and withdrawn participants, and other demographic information as mutually agreed upon between Grantee and CARB).
 - d. Vehicles and EVSE information.
 - e. Trip and fuel usage information (number and types or purposes of trips taken, trip beginning and end points [Residential/home addresses must be kept confidential.], miles traveled, fuel and electricity used, and other information mutually agreed upon between Grantee and CARB).
 - f. Estimated GHG, oxides of nitrogen (NO_x), particulate matter 2.5 (PM 2.5), and reactive organic gases (ROG) emission reductions achieved using the most up-to-date quantification methodology as provided and directed by CARB.
 - g. Survey updates, as mutually agreed upon between Grantee and CARB.
 - h. Other co-benefits to the identified disadvantaged community.
 - i. Accounting records, including expenditure and income information and supporting documentation.
 - j. CARB reserves the right to require the 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, with reports.
 - k. Other data and analysis as mutually agreed upon between Grantee and CARB.
 - l. Best practices and lessons learned.
3. Final Report(s): If this grant agreement includes FY 2016-17 and FY 2017-18 funds, then the Grantee will submit a Final Report for each of those fiscal years. Grantee will provide a Final Report to CARB no later than 90 days after project completion as identified in Section E. Time Period and Exhibit B Work Statement, Attachment III, Project

- Schedule, with the following information (at a minimum):
- a. Expenditures in detail to date and for the period between the last quarterly report and the Final Report.
 - b. Overview of the project from inception through project end, including project background, partnerships, and funding sources.
 - c. Table and narrative of Project Milestones.
 - d. Results of Initial Participant Survey and updates.
 - e. Changes in participant knowledge of and acceptance of advanced technology vehicles.
 - f. Electricity and fuel usage information for project vehicles and EVSE (if applicable).
 - g. Estimated GHG, NO_x, PM 2.5, and ROG emission reductions achieved.
 - h. Other co-benefits to the identified disadvantaged community(ies) as mutually agreed upon between Grantee and CARB.
 - i. Accounting records, including expenditure and income information and supporting documentation.
 - j. CARB reserves the right to require the 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, with reports.
 - k. Other data and analysis as mutually agreed upon between Grantee and CARB.
 - l. Best practices and lessons learned.
- g. Insurance Requirements – Grantee must comply with all requirements outlined in the General Provisions and Insurance Requirements outlined in this section. No payments will be made under this grant until Grantee fully complies with all insurance requirements.
1. General Provisions Applying to All Policies:
 - a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
 - b. Policy Cancellation or Termination and 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 that Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
 - c. Premiums, Assessments and Deductibles – Grantee is responsible

for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

- d. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate Grantee’s obligations under the grant.
- h. Satisfying a self-insured retention (SIR) - All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any SIR. The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
- i. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
- j. Use of Subcontractor - In the case of Grantee’s utilization of Subcontractors to complete the grant scope of work, Grantee shall include all Subcontractors as insured’s under Grantee’s insurance or supply evidence of Subcontractor’s insurance to the State equal to policies, coverages, and limits required of Grantee.

2. Grant Insurance Requirements:

Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:

- a. Commercial General Liability – Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal 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 Grantee’s limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.**
- b. Automobile Liability – Grantee shall maintain business automobile

liability insurance as broad as Form CA0001 for limits not less than \$5,000,000 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. 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.

- c. Workers' Compensation and Employer's Liability – Grantee shall maintain statutory workers' 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.**
- h. Professional Liability: Grantee shall obtain, at Grantee's expense, and keep in effect during the term of this Grant, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this grant by the Grantee and Grantee's subcontractors, agents, officers and employees in an amount of not less than \$1,000,000 per occurrence, incident or claim. Annual aggregate limit shall not be less than \$2,000,000.
- i. Develop policies and procedures documents and process flow charts that describe Grantee's administrative actions for evaluating and processing driver and rider participants, reservations, vehicle maintenance, and data gathering and reporting. Examples include, but are not limited to:
 1. Organizational charts.
 2. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 - a. Outreach and education.
 - b. Participant evaluation, enrollment, and tracking.
 - c. Vehicle reservations, tracking, and maintenance.
 - d. Data collection and reporting.
 3. Develop and maintain accounting procedures to track expenditures by:
 - a. Grant agreement number.
 - b. Fiscal year.
 - c. Funding source.
 4. Provisions to protect against conflict of interest.
 5. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred.
- j. Establish and maintain records of participants, vehicles, EVSE, fuel, maintenance, and other records, as follows:
 1. Identify participant data that are confidential and develop measures to keep these data confidential.
 - a. Residential/home addresses must be kept confidential.
 2. Record the physical address and census tracts geographic identifier

(GEOID) of each location project vehicles are domiciled and each location EVSE is installed. The census tracts GEOID is an 11-digit number; however, the Grantee may remove the initial zero and report it as a 10-digit number. For further explanation of census tracts GEOIDs, and how to obtain them, see the FYs 2016-17 and 2017-18 Agricultural Worker Vanpools Application, Attachment 4. Project Implementation Plan, F. Disadvantaged Communities).

3. Develop a systematic process and schedule to back-up participant reservation database(s) on a daily basis at a minimum.
4. Develop and enforce security measures to safeguard project database(s).
5. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
6. Retain files during the term of the Grant Agreement plus three years.
 - a. Transfer all project records to CARB once the three years are up.
- k. Ensure that drivers are not paid with CARB funds or Match funds to drive project vehicles.
- l. Fulfilling CEQA requirements.

H. ELIGIBLE VEHICLES AND ELECTRIC VEHICLE SUPPLY EQUIPMENT

1. A Grantee must purchase eligible medium-duty (also known as light-heavy duty 1 and 2) passenger or shuttle vans that are zero-emission or near zero-emission vehicles. These vehicles have gross vehicle weight ratings (GVWR) of 8,501-14,000 pounds (lbs.), and include hybrid vehicles (HV), plug-in hybrid electric vehicles (PHEV), battery electric vehicles (BEV), and hydrogen fuel cell vehicles (HFCV). Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution may be made subject to prior approval by CARB. Additional vehicle requirements:
 - a. Vehicles must be purchased.
 - b. Vehicles must be designed for carrying more than 10 but not more than 15 persons including the driver.
 - c. The Grantee must ensure that it is legal for each vehicle to be driven by a person with a California Class C Driver's license.
 - d. Vehicles/technologies must be eligible for the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), but they cannot participate in that project, i.e., they cannot receive vouchers from HVIP⁴.
 1. Although Agricultural Worker Vanpools Pilot Project vehicles/technologies cannot receive HVIP vouchers, Grantee must still ensure that the vehicles/technologies purchased meet HVIP eligibility requirements, including, but not limited to, the eligibility of specific engine and vehicle model years, and mileage requirements.

⁴ www.californiahvip.org/

- e. Vehicles must be either HVIP-eligible new vehicles or HVIP-eligible vehicle conversions.
 1. HVIP-eligible new vehicles
 - a. Must meet the requirements of the most recent HVIP Implementation Manual⁵ that is applicable as of the date the Grantee enters into an agreement/contract with, or submits a purchase order to, a vehicle seller.
 - b. Must meet the engine model year and vehicle model year requirements that are applicable as of the date the Grantee enters into an agreement/contract with, or submits a purchase order to, a vehicle seller. On the HVIP web site, click on the image of a vehicle/technology to see model years.
 2. HVIP-eligible vehicle conversions
 - a. Must meet the requirements of the most recent HVIP Implementation Manual that is applicable as of the date the vehicle converter receives a purchase order from, or enters into an agreement/contract with, the Grantee or with another entity, such as a vehicle seller, working on behalf of the Grantee.
 - b. Must meet the engine model year, vehicle model year, and mileage requirements that are applicable as of the date the vehicle converter receives a purchase order from, or enters into an agreement/contract with, the Grantee or another entity, such as a vehicle seller, working on behalf of the Grantee. On the HVIP web site, click on the image of a vehicle/technology to see model years; see the HVIP Implementation Manual for mileage requirements.
 3. CARB reserves the right, in its sole discretion, to:
 - a. Determine the acceptability of alternate documentation for the purchase orders, agreements, and contracts described above.
 - b. Allow flexibility for different permutations of the vehicle seller, converter, and purchaser relationship.
 - f. Vehicles must be registered in California.
 - g. No retrofits or other hardware or software modifications which significantly impact the vehicle's emissions characteristics are permitted. (California Vehicle Code Section 27156).
 - h. Vehicle title cannot be salvaged (as defined in California Vehicle Code section 544).
2. Purchase and install EVSE to provide electricity for BEVs, PHEVs, and HFCVs, as applicable. EVSE equipment:
 - a. May be installed in commercial or residential locations.
 - b. May be Level 2 (rated up to 240 volts AC, up to 70 amps, and up to 14.4 kW)
 - c. May be Level 3 (high voltage AC or DC with the capability to charge a vehicle to approximately 80 percent capacity within 30 minutes).
 - d. Proposals containing the installation of EVSE infrastructure must adhere to the CEQA and permitting requirements described in Appendix C California Environmental Quality Act (CEQA) Compliance and Permitting Requirements,

⁵ <https://www.californiahvip.org/how-to-participate/>

and the project must comply with all applicable federal, state, and local laws and requirements for acceptable installation and usage of the infrastructure. Any proprietary protocol may additionally be superimposed on the system provided the site owner is able to revert to the open standard protocol. The proposal must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.

- e. Public or private party access to charging at proposed charging infrastructure is not required; however, projects that are designed to allow non-project entities to charge during or following the completion of the pilot project will receive higher scoring (as applicable).

I. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to \$X,XXX,XXX.XX. Under no circumstance will CARB reimburse Grantee for more than this amount.
- b. The budget for this project is shown in Exhibit B, Work Statement, Attachment I, Budget Summary.
- c. If Grantee requests or CARB approves less funding disbursements than the total grant amount, the remaining funding may be reallocated by CARB at CARB's sole discretion.
- d. Vehicles, EVSE, other equipment, and computers purchased per this grant are the property of grantee or their assignee and are not required to be returned to the State at the completion of this project.
- e. FY 2016-17 grant funds that have been received by Grantee but have not been fully expended by completion of the FY 2016-17 funded portion of the project, submittal of the draft FY 2016-17 Final Report or by **January 31, 2020**, whichever comes first, must be returned to CARB no later than **February 27, 2020**.
- f. FY 2017-18 grant funds that have been received by Grantee but have not been fully expended by completion of the FY 2017-18 funded portion of the project, submittal of the draft FY 2017-18 Final Report or by **January 31, 2021**, whichever comes first, must be returned to CARB no later than **February 27, 2021**.
- g. The Application package is incorporated by reference as part of the Grant Agreement. Costs associated with labor and implementation, detailed in the Application must consider the time frame of the project and may cover an increase in costs that take into account inflation or planned cost of living increases. The application submitted will be the actual costs for the project and will not be amended due to faulty estimations, increases in costs due to inflation or other reasons that have not been covered in the budget.
- h. Subject to prior written approval from CARB, line item shifts of up to ten percent of the grant total may be made over the life of the grant. Line item shifts greater than ten percent require a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be

approved in writing by CARB. If the grant is formally amended, all line item shifts must be included in the amendment.

2. Project Funding and Eligible Expenses: Details from the application will be included once an applicant is selected and will depend on the proposed project model. Definitions and allowable expenditures for costs associated with the grant are defined below:
 - a. Project Implementation Costs include
 - Personnel costs and fringe benefits
 - Operating costs (i.e. rent, supplies, and equipment)
 - Indirect costs (e.g., general administrative services, office space, and telephone services)
 - Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)⁶
 - Overhead
 - Consultant fees (if pre-approved by CARB), and
 - Printing, records retention, and mailing

Project implementation costs should be detailed such that they include all necessary staff and tasks to implement the project. If appropriate, this includes activities such as outreach and education, and research, data management, and reporting. For the FY 2016-17 funded portion of the grant, in no event shall administrative costs, which are included within the project implementation costs, exceed five percent of the FY 2016-17 funded portion of this grant. For the FY 2017-18 funded portion of the grant, in no event shall administrative costs, which are included within the project implementation costs, exceed five percent of the FY 2017-18 funded portion of this grant. Administrative costs are indirect costs, which are not tied directly or solely to the project, such as distributed administration and general administrative services; non-project related contracts or subscriptions; rent and office space, phones and telephone services, 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.

- b. Technology Costs: Costs associated with vehicles, equipment, and infrastructure that is either used to demonstrate the ability of the technology to achieve emission reductions or to deploy technology to an end user (i.e. business, consumer, etc.) for the purpose of achieving emission reductions. This includes the direct maintenance of these components, if required by the project.
 - c. Project fund expenditures that are eligible for reimbursement include:
 1. Vehicle acquisition (purchase) costs.
 2. Costs to outfit vans with necessary and appropriate workplace and safety equipment.

⁶ CARB will only reimburse travel expenses and per diem rates that are set by CalHR. The Grantee will be responsible for travel expenses and per diem rates that exceed CalHR rates.

- Costs for the purchase and installation of equipment in or on vehicles to: contain or secure tools, equipment, or other materials; carry water; and provide shade.
 - Costs for the purchase and installation in or on vehicles of first aid kits and fire extinguishers.
 - Costs to have vehicle flooring changed or replaced for increased durability.
3. EVSE acquisition (purchase) and installation costs.
 4. Vehicle and EVSE direct maintenance costs.
 5. Vehicle, driver, passenger, and facilities insurance costs.
 6. Reservation system development and on-going direct maintenance costs.
 7. Cost for the preparation of materials for and conduct of community outreach and education to target disadvantaged communities, enroll project rider and driver participants, perform initial and end-of-project surveys, and collect project data, including travel, printing, mailing, education classes, and other expenses directly attributed to outreach and education.
 8. Hosting project launch press event.
 9. Administrative Costs
 10. Fuel and electricity costs are not reimbursable.
- d. Ineligible Expenses
1. Neither CARB funds nor Match Funds may be used to pay drivers.
- e. The Grantee will pay out CARB funds to other entities on a reimbursement basis only.
- f. Supporting Documentation: The Grantee must maintain documentation to support expenses incurred for technology, non-administrative project implementation costs, and administrative costs separate from one another.
1. For technology costs, acceptable supporting documentation shall include invoices, and other appropriate supporting documentation as approved by CARB. Documentation substantiating these costs must be maintained by the Grantee and provided to CARB upon request.
 2. Invoices used to justify project implementation cost funds must provide documentation in accordance with Section I, Fiscal Administration 6., Documentation of Project Implementation Cost Funds (below) for costs for work completed in the following categories:
 - a. Labor expenses (including total staff time and labor costs).
 - b. External consultant fees for completed work (if applicable).
 - c. Printing, mailing, travel, records retention, and education classes.
 - d. Administrative costs.
 - e. Additional invoices may be provided to CARB if warranted.

Documentation substantiating these costs must be maintained by the Grantee and provided to CARB upon request, as described in Section I, Fiscal Administration 6., Documentation of Project Implementation Cost Funds (below) and Section M, Project Records (below) of this Grant Agreement.

- g. Advance Payment (This section only applies to California Air Districts)
1. Consistent with the Legislature's direction to expeditiously disburse grants, CARB is providing advance payments of grant awards 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. Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments.
 2. Should advance payment be needed for this Grant, the following grant protections shall apply:
 - a. The Grantee must complete and submit to CARB for review and approval, an Air District Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Air District Advance Payment Request Form is attached as Exhibit E.
 - b. The advance payment is appropriate for the effective implementation of grants to local air districts. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
 - c. The grantee assumes legal and financial risk of the advance payment.
 - d. 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 the Grant Provisions, Exhibit A or will be returned to CARB.
 - e. 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 K. Reporting of this Grant Agreement.
 - f. See also Section I, Fiscal Administration 7., Earned Interest (below).

Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of the Fiscal Grant Term of this Grant Agreement, XX XX, XXXX or the reversion date of the appropriation (The reversion date for FY 2016-17 funds is June 30, 2020, and the reversion date for FY 2017-18 funds is June 30, 2021.), whichever comes first.
- h. Documentation Required Within 30 Days of Purchase Transaction or Final Inspection
1. For vehicles purchased, within 30 days of the purchase transaction the following documentation must be submitted to CARB:

- a. Proof of temporary or permanent California vehicle registration for the vehicle listed in the application. A copy of the Application for New Vehicle Registration submitted by the dealer to the California Department of Motor Vehicles is acceptable proof of temporary vehicle registration. Local, state, and federal agencies and entities may submit other documents with the prior approval of Grantee.
 - b. Copy of the final sales contract with an itemization of credits, discounts, and incentives received.
 - c. Proof of insurance listing the vehicle and the types and amounts of coverage.
 - d. Documentation of the vehicle's make, model, engine model year, vehicle model year, and gross vehicle weight rating.
 - e. Documentation of the name of HVIP-approved vendor.
 - f. Digital photo of the vehicle identification number (VIN) tag.
 - g. Additional information required for vehicle conversions:
 - Digital photo of odometer after the vehicle is delivered to the vehicle converter.
 - Serial number (or other unique identifier) assigned by the HVIP-approved vendor to the conversion/upfit kit that was installed.
 - A signed statement from Grantee acknowledging that they have done a visual inspection of the vehicle and observed that the conversion took place and the conversion/upfit it was installed (required language to be determined by CARB).
 - Copy of the final purchase agreement and/or final agreement/contract for the conversion/upfit kit that was installed.
2. For EVSE purchased and installed, within 30 days of Final Inspection as approved by the local building code entity for the installation, the following documentation must be submitted to CARB:
 - a. Proof of the Final Inspection approval by the local building code entity for EVSE installation.
 - b. Copies of all purchase receipts and installer final itemized bill.
 - c. Documentation of all credits, discounts, and incentives applied for, in process, or received for EVSE installation.
- i. Payment for Quarterly Status Reports (for Entities Eligible for Advance Payment)
 1. Grantee will receive up to X percent of the grant upon CARB receipt and approval of each of four Quarterly Status Reports for the first year of the project.
 2. After the first four Quarterly Status Reports, no payments are associated with or authorized for the Quarterly Status Reports that must continue to be submitted to ARB until project completion and the Final Report(s).

- j. Payment for Vehicles and EVSE
 - Between the first advance payment and the Payment for the Final Report, Grantee may request compensation for purchase and installation costs that have already been incurred for eligible vehicles and EVSE and that were not covered by the first advance payment, subject to ARB approval.
 - 1. The same documentation is required for both vehicles and ESVE as described above in h. Documentation Required Within 30 Days of Purchase Transaction or Final Inspection.
 - 2. Approved payments will be subtracted from the remaining balance of the next Quarterly Status Report due, if any such balance is available.
 - k. Payment for the Final Report
 - CARB will withhold payment of up to ten percent of the total grant amount until CARB's receipt and approval of the last Final Report and last Grant Disbursement Request that are due under this agreement.
- 3. Grant Disbursements:
 - a. Requests for payment shall be made with the Grant Disbursement Request Form (FORM MSCD/ISB-90) and conform to the instructions identified in Section I, Fiscal Administration (this section).
 - 1. Grant payments shall be made only for reasonable costs incurred by Grantee.
 - 2. Milestones for disbursement requests are stipulated in Exhibit B, Work Statement, Attachment II, Project Milestones and Disbursement Schedule.
 - 3. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B. Requests for payments are subject to CARB's approval of the Grant Disbursement Request Form and any accompanying documentation to demonstrate program needs.
 - 4. With the exception of the first advance payment, grant payments are subject to CARB's approval of Quarterly Status Reports, vehicle or EVSE purchase reimbursements, or the Final Report(s) and any required accompanying deliverables.
 - 5. Payment will not be made if the CARB Project Liaison deems:
 - a. A milestone has not been accomplished or properly documented.
 - b. A deliverable has not been provided or does not meet specifications.
 - c. Documentation of the expense incurred has not been provided or does not meet specifications.
 - d. Claimed expenses are unreasonable, insufficiently documented, or invalid per the budget.
 - e. Grantee has not met other terms of the grant.
 - 6. The Chief of the Mobile Source Control 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 Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the

Grant Agreement.

- b. Grantee must mail Grant Disbursement Requests to the CARB Project Liaison with Grantee Liaison's original signature. Grantee may also email Grant Disbursement Requests to the CARB Project Liaison to assist timely review, but final approval requires CARB receipt and approval of mailed documentation with original signature.
 - c. CARB must disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
4. Suspension of Payments and Early Grant Termination:
- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. If issued, a grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated.
 1. If Grantee chooses to continue work on the project after a grant suspension order, Grantee will not be reimbursed for any expenditure incurred during the suspension if CARB terminates the grant.
 2. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
 - b. In accordance with Section N. General Provisions, 18. Termination (below), CARB reserves the right to terminate this Grant upon 30 days written notice to Grantee.
 1. Upon Termination, all remaining funds must be immediately returned to CARB.
5. 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 award a grant to the next highest scored applicant and, if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant to other projects.
6. Documentation of Project Implementation Cost Funds
- a. The Grantee must maintain documentation of all project implementation cost funds, including the following:
 1. 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.
 2. Project implementation cost funds for external consultants must be documented with copies of the consultant contract and invoices.
 3. Fees for external consultants must be documented with copies of the consultant contract and invoices.
 4. Printing, mailing, records retention, travel expenses, and education classes must be documented with receipts and/or invoices.
 5. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented

employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.

6. Description of how administrative costs are determined.
 - b. 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 expenditure of the final project funds.
 - c. The above documentation must be provided to CARB in Quarterly Reports and the Final Report(s).
7. Earned Interest (See also Section I. Fiscal Administration, 2. Project Funding and Eligible Expenses, g. Advance Payment above)
Earned interest means any interest earnings generated from grant funds held by Grantee in interest-bearing accounts.
- a. All interest income on advance payment must be reinvested in and used by the project or returned to CARB. Interest earned that is reinvested in the project 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.
 - b. Grantee must maintain accounting records (e.g., general ledger) that track interest earned, expended, or returned on the project funds, as follows:
 1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method.
 2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Agricultural Worker Vanpools Pilot Project funds.
 3. The methodology for tracking earned interest must ensure that interest earned on FY 2016-17 Agricultural Worker Vanpools Pilot Project funds is separately identifiable from interest earned on FY 2017-18 Agricultural Worker Vanpools Pilot Project funds.
 4. The methodology for calculating earned interest must be consistent with how it is calculated for Grantee's other fiscal programs.
 5. Interest earned on Agricultural Worker Vanpools Pilot Project FY 2016-17 funds must be fully expended by completion of the FY 2016-17 funded portion of the project, submittal of the draft Final Report for FY 2016-17 funds, or by **January 31, 2020**, whichever comes first, and must be returned to CARB by **February 27, 2020**.
 6. Interest earned on Agricultural Worker Vanpools Pilot Project FY 2017-18 funds must be fully expended by completion of the FY 2017-18 funded portion of the project, submittal of the draft Final Report for FY 2017-18 funds, or by **January 31, 2021**, whichever comes first, and must be returned to CARB by **February 27, 2021**.

- c. Documentation of interest earned on the advanced funds and expenditures made on those funds or returned to CARB must be:
 1. Retained for a minimum of three years after it is generated.
 2. Provided to CARB in Quarterly Status Reports and the Final Report(s).
8. Match Funding

A minimum of 25 percent of the FY 2016-17 portion of the project grant amount must be committed by the Grantee for Match Funding (Cash Match and In-Kind Match) and provided by the project completion deadline for FY 2016-17 funds. A minimum of 25 percent of the FY 2017-18 portion of the project grant amount must be committed by the Grantee for Match Funding (Cash Match and In-Kind Match) and provided by the project completion deadline for FY 2017-18 funds. Match Funding must be committed in the following manner:

 - a. Cash Match

A minimum of 10 percent of the FY 2016-17 portion of the project grant amount (and, if applicable, a minimum of 10 percent of the FY 2017-18 portion of the project grant amount) must be committed by the Grantee in the form of Cash Match (exclusive of providing in-kind contributions). Cash Match includes labor and project equipment capital outlays during the term of the Grant Agreement. Cash Match can be used to increase the number of vanpool vehicles and EVSE, as applicable, and may include funding from other state, federal, non-profit, or private revenue sources. All match funding sources and amounts must be reported to CARB in Quarterly Status Reports and the Final Report(s).
 - b. In-Kind Match

A minimum of 15 percent of the FY 2016-17 portion of the project grant amount (and, if applicable, a minimum of 15 percent of the FY 2017-18 portion of the project grant amount) may be committed by the Grantee for in-kind services. In-kind services, for the purposes of the project, means payment contributions made in the form of in-kind contributions such as labor, equipment, materials, equipment transportation, private financing, and federal or non-GGRF sourced State funds. Funds expended on in-kind services must meet all the requirements described herein and must be reported to CARB in Quarterly Status Reports and in the Final Report(s) to CARB.

J. PROJECT MONITORING

1. Meetings
 - a. Initial meeting: A meeting will be held between Grantee's key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
 - b. Review meetings: Meetings between Grantee's key project personnel and CARB staff to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

- c. Site visits: Site visits may be conducted by the CARB Project Liaison during the term of this grant. Grantee must allow CARB or its designee access to the site and interviews with staff.
- 2. Technical Monitoring
 - a. Any change(s) in the scope or schedule for the project requires the prior written approval of the CARB Project Liaison. CARB may require a written amendment to the grant (Grant Agreement Amendment) to incorporate the change(s).
 - b. Within 10 working days Grantee will notify CARB in writing if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy.
 - c. Within 10 working days Grantee will notify CARB of a change(s) in key project personnel.
 - d. In addition to Quarterly Status Reports, Grantee must also provide information as requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
 - e. Any change(s) in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. CARB may require a written amendment to the grant (Grant Agreement Amendment) to incorporate the change(s).

K. REPORTING

- 1. Quarterly Status Reports
 - a. Grantee must submit Quarterly Status Reports to CARB at a minimum of three-month intervals for the life of the project until the Final Report for the FY 2017-18 funded portion (if applicable) of the project.
 - b. CARB and Grantee will work together to develop a report format and data fields.
 - c. Quarterly Status Reports must detail, at a minimum:
 - 1. Project fund expenditures in detail to date and for the quarterly period.
 - a. Eligible costs are described in Section I. Fiscal Administration.
 - b. Documentation of costs is described in Section M. Project Records, 2. Financial Records, g. Documentation of Grantee fund expenditures.
 - 2. The value of any unused balance of the advance payment and interest earned (must be reported separately)
 - 3. Vehicle Information:
 - a. Manufacturer
 - b. Model
 - c. Vehicle Model Year
 - d. Engine Model Year (as applicable)
 - e. Advanced technology vehicle type (e.g., battery electric vehicle, hybrid vehicle, hydrogen fuel cell vehicle, plug-in hybrid electric

- vehicle, hybrid vehicle conversion, battery electric vehicle conversion, etc.).
- f. Name of original equipment manufacturer (OEM) from HVIP web site
- g. Purchase date
- h. Purchase amount
- i. Registration date and date of next renewal
- j. Insurance information and date of next renewal
- k. Vehicle license plate number
- l. Vehicle Identification Number (VIN)
- m. Odometer reading
- n. Fuel or electricity consumed in reporting period and in total
- o. Accidents
- p. Downtime dates and reasons
- q. Maintenance performed in reporting period and planned for next reporting period
- r. Census tracts GEOID, air district, and county of where the van was domiciled during reporting period. The census tracts GEOID is an 11-digit number; however, the Grantee may remove the initial zero and report it as a 10-digit number. For further explanation of census tract GEOIDs, and how to obtain them, see the FYs 2016-17 and 2017-18 Agricultural Worker Vanpools Application, Attachment 4. Project Implementation Plan, F. Disadvantaged Communities). Vans must be domiciled in disadvantaged communities, following the geographic requirements for FY 2016-17 and FY 2017-18, respectively, as described in FYs 2016-17 and 2017-18 Solicitation, Section III. Funding and Section VI. Disadvantaged Community Benefits.
- s. Number of drivers during reporting period and in total
- 4. Electric Vehicle Supply Equipment (EVSE):
 - a. Manufacturer
 - b. Model
 - c. Level
 - d. Date of operation (fully inspected)
 - e. Electricity delivered in reporting period and in total
 - f. Accidents
 - g. Downtime dates and reasons
 - h. Maintenance performed in reporting period and planned for next reporting period
 - i. Census tracts GEOID, air district, and county of where the EVSE was installed during reporting period. The census tracts GEOID is an 11-digit number; however, the Grantee may remove the initial zero and report it as a 10-digit number. For further explanation of census tract GEOIDs, and how to obtain them, see the FYs 2016-17 and 2017-18 Agricultural Worker Vanpools Application, Attachment 4. Project Implementation Plan, F.

Disadvantaged Communities). EVSE must be installed in disadvantaged communities, following the geographic requirements for FY 2016-17 and FY 2017-18, respectively, as described in FYs 2016-17 and 2017-18 Solicitation, Section III. Funding and Section VI. Disadvantaged Community Benefits.

5. Outreach and Education:
 - a. Materials developed
 - b. Events held
 - c. Presentations made
 6. Participants:
 - a. Number of drivers that became ineligible and reasons for ineligibility
 - b. Number of riders (non-driver participants) that became ineligible and reasons for ineligibility
 7. Vehicle Trip Information - all trip data/information collected from the surveys is subject to availability and when not obtained an explanation must be provided; trip information includes:
 - a. Number of trips taken in total and by vehicle
 - b. Number of riders (non-driver participants) reported for each vehicle trip in the reporting period and in total; must be reported by vehicle.
 - c. Miles traveled for each vehicle trip in the reporting period and total miles traveled; must be reported by vehicle.
 8. Identified problems or concerns and proposed solutions, if applicable.
 9. If the project is behind schedule, the Status Reports must contain an explanation of reasons and how the Grantee plans to resume the schedule.
 10. All deliverables from Section G. Scope of Work, 2.f.2. Quarterly Status Reports.
2. Final Report(s): If this grant agreement includes FY 2016-17 and FY 2017-18 funds, then the Grantee will submit a separate Final Report for each of those fiscal years of funding, and will therefore complete the process described below in this Final Report section twice, because there are different project completion dates for each fiscal year of funding (see Section E. Time Period).
- a. Grantee will provide a Final Report to CARB no later than 90 days after project completion as identified in Section E. Time Period and Exhibit B Work Statement, Attachment III, Project Schedule.
 1. Grantee must submit a draft Final Report no later than 30 days after completion of the project, as identified in Section E. Time Period and Exhibit B Work Statement, Attachment III, Project Schedule. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and Grantee. Upon approval of the draft Final Report by the CARB Project Liaison, Grantee shall provide a written copy of the final version plus an electronic file.
 2. The Final Report must include the following components:
 - a. Detailed documentation of all fund expenditures.

- b. Total fund expenditures of project funding per source of funding and fiscal year.
 - c. Interest earned on grant funds and how they were expended or returned to CARB.
 - d. Summary report of the project for the period covered by the Grant Agreement, comprised of narrative and recap of the Quarterly Status Reports (see Quarterly Status Report above).
 - e. Outreach and education materials efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
 - f. Successes and challenges experienced.
 - g. Recommendations for potential project improvements.
 - h. All information from Section G. Scope of Work, 2.f.3. Final Report(s).
3. On-going Usage Reports
- a. As described in Section E. Time Period, Grantee must submit quarterly usage reports to CARB after the project completion date for each fiscal year of funding.
 - 1. For the FY 2016-17 funded portion of the project, Grantee will submit a quarterly usage report for each quarter of the 2020 calendar year, and the first report will be due April 30, 2020.
 - 2. For the FY 2017-18 funded portion of the project (if applicable), the Grantee will submit a quarterly usage report for each quarter of the 2021 calendar year, and the first report will be due April 30, 2021.
 - b. Quarterly usage reports are due according to the following schedule:
 - 1. January 1 – March 31 Reporting Period: report due April 30
 - 2. April 1 – June 30 Reporting Period: report due July 30
 - 3. July 1 – September 30 Reporting Period: report due October 30
 - 4. October 1 – December 31 Reporting Period: report due January 30
 - c. Quarterly usage reports must detail, at a minimum:
 - 1. Vehicle information
 - a. Manufacturer
 - b. Model
 - c. Advanced technology vehicle type (e.g., battery electric vehicle, hybrid vehicle, hydrogen fuel cell vehicle, plug-in hybrid electric vehicle, hybrid vehicle conversion, battery electric vehicle conversion, etc.)
 - d. Name of original equipment manufacturer (OEM) from HVIP web site
 - e. Vehicle license plate number
 - f. Vehicle Identification Number (VIN)
 - g. Odometer reading
 - h. Fuel or electricity consumed in reporting period and in total
 - i. Census tracts GEOID, air district, and county of where the van was domiciled during reporting period. For further explanation of census tract GEOIDs, and how to obtain them, see the

FYs 2016-17 and 2017-18 Agricultural Worker Vanpools Application, Attachment 4. Project Implementation Plan, F. Disadvantaged Communities). Vans must be domiciled in disadvantaged communities, following the geographic requirements for FY 2016-17 and FY 2017-18, respectively, as described in FYs 2016-17 and 2017-18 Solicitation, Section III. Funding and Section VI. Disadvantaged Community Benefits.

- j. Number of drivers during reporting period and in total
2. Electric Vehicle Supply Equipment (EVSE)
 - a. Manufacturer
 - b. Model
 - c. Level
 - d. Electricity delivered in reporting period and in total
 - e. Census tracts GEOID, air district, and county of where the EVSE was installed during reporting period. For further explanation of census tract GEOIDs, and how to obtain them, see the FYs 2016-17 and 2017-18 Agricultural Worker Vanpools Application, Attachment 4. Project Implementation Plan, F. Disadvantaged Communities). EVSE must be installed in disadvantaged communities, following the geographic requirements for FY 2016-17 and FY 2017-18, respectively, as described in FYs 2016-17 and 2017-18 Solicitation, Section III. Funding and Section VI. Disadvantaged Community Benefits.
3. Vehicle Trip Information – all trip data/information collected from the surveys is subject to availability and when not obtained an explanation must be provided; trip information includes:
 - a. Number of trips taken in total and by vehicle
 - b. Number of riders (non-driver participants) reported for each vehicle trip in the reporting period and in total; must be reported by vehicle.
 - c. Miles traveled for each vehicle trip in the reporting period and total miles traveled; must be reported by vehicle.
4. Grantee must submit to CARB other records and supporting documentation as mutually agreed upon between Grantee and CARB.

L. OVERSIGHT AND ACCOUNTABILITY

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

M. PROJECT RECORDS

Project records include, but are not limited to, Grantee, financial, and participant records. All project records must be retained for a period of three years after final payment under this Grant. All project records are subject to audit pursuant to Section N, General Provisions, 23. Audit (below) of this Grant Agreement. Upon completion of the third year of record retention, Grantee must deliver all project records to CARB.

1. Grantee Record—Grantee shall retain a file containing:
 - a. Original executed copy of the Grant Agreement and Grant Agreement Amendments, if applicable.
 - b. Policies and procedures documents and flow charts that describe Grantee's procedures for evaluating and processing participant applications and reservations.
 - c. Copies of Grant Disbursement Request Forms and supporting documentation that have been submitted.
2. Financial Records—While differentiating between FY 2016-17 and FY 2017-18 as separate funding sources (if applicable), and funding types (i.e., non-administrative project implementation, technology, and administrative costs) Grantee must:
 - a. Maintain project accounts in accordance with generally accepted accounting principles.
 - b. Establish an official file for project which shall adequately document all significant actions relative to the project.
 - c. Establish separate accounts which will adequately and accurately depict all amounts received and expended on project.
 - d. Establish separate accounts which will adequately and accurately depict all income received which is attributable to project.
 - e. Establish an accounting system which will adequately depict detailed and final total fund expenditures of project, including both direct and indirect costs.
 - f. Document interest earned on project grant funds, and their expenditure or return to CARB.
 - g. Documentation of Grantee fund expenditures:
 1. All fund expenditures must be documented.
 2. Personnel costs documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project implementation and outreach.
 3. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultants and fees must be pre-approved by CARB.
 4. Printing, mailing, records retention, education classes, and travel expenses must be documented with receipts and/or invoices.
 5. Indirect costs methodology must be documented.
3. Project Records—Grantee is required to establish and maintain project records

which must include, at a minimum:

- a. Project participant applications (denied, approved, and removed).
- b. Initial Participant Surveys, End-of-Project Participant Surveys, survey updates, Quarterly Status Reports, and a Final Report(s).
- c. Documentation of any deviations from normal processing, such as enforcement action and CARB case-by-case approval.

N. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
3. **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.
4. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
5. **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 rights or remedies that the parties may have under law.
6. **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 population of the State.
7. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. 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.
8. **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.

9. **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.
10. **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.
11. **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 contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work. The Grantee will pay out CARB funds to other entities on a reimbursement basis only.
12. **Independent actor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
13. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §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 third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

14. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
15. **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.
16. **Professionals:** For projects 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.
17. **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.
18. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, 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.
19. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
20. **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.
21. **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.
22. **Ownership:** All information or data received or generated by the Grantee under this agreement shall become the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the Public Records Act to disclose information or data received or generated under this agreement, Grantee shall provide CARB a prompt written notice prior to disclosure.
23. **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 subgrant or subcontract related to performance of this Agreement.

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WORK STATEMENT

Attachment I – Budget Summary

Grantee:
Project: Agricultural Worker Vanpools Pilot Project

Grant No.:

Total Funding

	Fiscal Year 2016-17 Funding ¹	Fiscal Year 2017-2018 Funding ²
Project Implementation Cost Funds	\$X (\$X for Non-Administrative Project Implementation Costs Funding plus \$X for Administrative Costs Funding)	\$X (\$X for Non-Administrative Project Implementation Costs Funding plus \$X for Administrative Costs Funding)
Technology Cost Funds		
Total Grant Funds		
Cash Match		
In-kind Match		
Total Project		
1. Funding Source: Greenhouse Gas Reduction Fund (3228), Assembly Bill 1613 (Committee on Budget, Chapter 370, Statutes of 2016) 2. Funding Source: Greenhouse Gas Reduction Fund (3228), Assembly Bill 134 (Committee on Budget, Chapter 254, Statutes of 2017)		

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Disbursement of Funds:

The following table is a sample, and the final table will differ depending upon a variety of factors, including proposed deliverables and whether or not the Grantee is eligible to receive advance payment.

Description of Disbursement	Deliverable	Amount
Initial Disbursement	Task 1, Grant Agreement execution	Up to \$XXX,XXX.XX
Quarterly Status Report	Task 2, submittal and CARB approval of 1st quarterly status report	Up to \$
Quarterly Status Report	Task 3, submittal and CARB approval of 2nd quarterly status report	Up to \$
Quarterly Status Report	Task 4, submittal and CARB approval of 3rd quarterly status report	Up to \$
Quarterly Status Report	Task 5, submittal and CARB approval of 4th quarterly status report	Up to \$
Final Disbursement of funds	Task 11 if the grant only includes FY 2016-17 funds.	Up to \$XX,XXX.XX
	Task 15 if the grant includes any FY 2017-18 funds.	
	Tasks 6, 7, 8, 9, 10, 12, 13, and 14 are not eligible for payment.	

Exhibit B, Work Statement

Attachment II – Project Milestones and Disbursement Schedule

Grantee:
Project: Agricultural Worker Vanpools Pilot Project

Grant No.:

The following table is a sample, and the final table will differ depending upon a variety of factors, including proposed deliverables and whether or not the Grantee is eligible to receive advance payment.

Task	Milestone Description	Scheduled Payment
1	Agricultural Worker Vanpools Pilot Project Grant Agreement Execution	
	Sign grant agreement with CARB	Up to X percent upon execution
2	First Quarterly Status Report (FY 2016-17 and FY 2017-18 funds)	
	Submittal of report for CARB evaluation	Up to X percent upon CARB approval
3	Second Quarterly Status Report (FY 2016-17 and FY 2017-18 funds)	
	Submittal of report for CARB evaluation	Up to X percent upon CARB approval
4	Third Quarterly Status Report (FY 2016-17 and FY 2017-18 funds)	
	Submittal of report for CARB evaluation	Up to X percent upon CARB approval
5	Fourth Quarterly Status Report (FY 2016-17 and FY 2017-18 funds)	
	Submittal of report for CARB evaluation	Up to X percent upon CARB approval
6	Continuing Quarterly Status Reports (FY 2016-17 and FY 2017-18 funds) (For FY 2016/17 funds, status reports are required on a quarterly basis after Milestone 5 until Milestone 7 is reached.)	
	Submittal of reports for CARB evaluation	No payment associated
7	Project Completion of FY 2016-17 funded portion of project (no later than December 31, 2019)	
	End of FY 2016-17 funded portion of project	No payment associated
8	Submission of Quarterly Usage Reports for FY 2016-17 funded portion of project; beginning after December 31, 2019, and covering the 2020 calendar year.	
	Submittal of reports for CARB evaluation	No payment associated
9	Continuing Quarterly Status Reports (For FY 2017-18 funds, status reports are required on a quarterly basis after Milestone 5 until Milestone 12 is reached.)	
	Submittal of reports for CARB evaluation	No payment associated
10	Draft Final Report for FY 2016-17 funded portion of project (no later than January 31, 2020)	
	No later than 30 days after project completion, submittal of report for CARB evaluation	No payment associated
11	Final Report for FY 2016-17 funded portion of project (no later than March 31, 2020)	
	No later than 90 days after project completion, submittal of report for CARB approval	Remainder of FY 2016-17 funds upon CARB approval, and as applicable
12	Project Completion of FY 2017-18 funded portion of project (no later than December 31, 2020)	
	End of FY 2017-18 funded portion of project	No payment associated

13	Submission of Quarterly Usage Reports for FY 2017-18 funded portion of project; beginning after December 31, 2020, and covering the 2021 calendar year.	
	Submittal of reports for CARB evaluation	No payment associated
14	Draft Final Report for FY 2017-18 funded portion of project (no later than January 31, 2021)	
	No later than 30 days after project completion, submittal of report for CARB evaluation	No payment associated
15	Final Report for FY 2017-18 funded portion of project (no later than March 31, 2021)	
	No later than 90 days after project completion, submittal of report	Up to 10 percent upon CARB approval

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Exhibit B, Work Statement

Attachment III – Project Schedule

Grantee:
Project: Agricultural Worker Vanpools Pilot Project

Grant No.:

Detailed Key Tasks and Milestones Schedule

The following table is a sample, and the final table will differ depending upon a variety of factors, including proposed deliverables and whether or not the Grantee is eligible to receive advance payment.

Work Task	Start Date	Completion Date
Task 1 – Grant Agreement Execution		
Task 2 – First Quarterly Status Report		
Task 3 – Second Quarterly Status Report		
Task 4 – Third Quarterly Status Report		
Task 5 – Fourth Quarterly Status Report		
Task 6 – Continuing Quarterly Status Reports		Quarterly until project completion
Task 7 – Project Completion of FY 2016-17 funded portion of project		No later than December 31, 2019
Task 8 – Submission of Quarterly Usage Reports for FY 2016-17 funded portion of project		Beginning after December 31, 2019, and covering the 2020 calendar year
Task 9 – Continuing Quarterly Status Reports		Quarterly until project completion
Task 10 – Draft Final Report for FY 2016-17 funded portion of project		Due to CARB no later than January 31, 2020
Task 11 – Final Report for FY 2016-17 funded portion of project		Due to CARB no later than March 31, 2020
Task 12 – Project Completion of FY 2017-18 funded portion of project		No later than December 31, 2020
Task 13 – Submission of Quarterly Usage Reports for FY 2017-18 funded portion of project		Beginning after December 31, 2020, and covering the 2021 calendar year
Task 14 – Draft Final Report for FY 2017-18 funded portion of project		Due to CARB no later than January 31, 2021

Task 15 – Final Report for FY 2017-18 funded portion of project		Due to CARB no later than March 31, 2021
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Exhibit B, Work Statement

Attachment IV – Key Project Personnel

Grantee:

Grant No.:

Project: Agricultural Worker Vanpools Pilot Project

Name	Position	Duties

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Grant Solicitation (insert here)

EXHIBIT C

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Grantee Application Package (insert here)

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Exhibit E, Sample Air District Advance Payment Request Form



Mary D. Nichols, Chair
 Matthew Rodriguez, CalEPA Secretary
 Edmund G. Brown Jr., Governor

Air District Advance Payment Request Form

Air District:		Date:
Contact Name:		Phone:
Email Address:		Program:

Advance Amount Requested	\$
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Please check box if small District.

All Districts Certify:

- The District shall have no outstanding material financial audit findings related to any of the Funds eligible for Advance Payment.
- The District shall not provide advance payment to any other entity.
- All unused funds shall revert back to the state if not liquidated within the timeline specified in the grant agreement.

Large Districts must complete the additional information below and provide accompanying documents:

- A Spending Plan shall be submitted to CARB for review of Advance Payment moneys requested. The Spending Plan includes:
 - o The District fund balance for all state grant programs
 - o The District approved list of projects and entities
 - o Project schedules, milestones and timelines
 - o Any and all other information requested by CARB
- The District shall report to CARB material changes to the Spending Plan within 30 days

I hereby certify that I am the duly appointed, qualified, and acting officer of the herein named California Air District and that the information provided is in all respects true and correct.

Air District/Grantee Requester (Signature):	Date:
Printed Name:	Title:
CARB Approver (Signature):	Date:
Printed Name:	Title: