

**APPENDIX C**

**SAMPLE GRANT AGREEMENT**

**Clean Mobility Voucher Pilot Program**  
**Draft Sample Grant Agreement**  
**For Fiscal Year 2017-18**



**GRANT PROVISIONS**

- A.** The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Year (FY) 2017-18 Grant Solicitation for the Clean Mobility Voucher Pilot Program and Grantee Application Package.
  
- B.** Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and California Air Resources Board (CARB) as a funding source for the Clean Mobility Voucher Pilot Program, as outlined in the California Climate Investments Messaging and Communications Guide. Below are specific requirements for acknowledgement.
  - 1. Grantee agrees to acknowledge the California Climate Investments program from CARB’s 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](http://www.arb.ca.gov/ccifundingguidelines).

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



Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Clean Mobility Voucher Pilot Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

Finally, when preparing flyers, brochures, or other handout material that will be used to promote the Clean Mobility Voucher Pilot Program as one of CARB's Low Carbon Transportation Investment programs, the Grantee will incorporate the Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment programs, including both light and heavy-duty projects. The Moving California typeset is displayed below and branding materials will be provided by the CARB Project Liaison.



**C. GRANT SUMMARY AND AMENDMENTS (if applicable)**

Project Title: Clean Mobility Voucher Pilot Program

Authorized Official:

Title:

Total Grant Amount: \$

Total Match and In-Kind: \$

**D. GRANT PARTIES AND CONTACT INFORMATION**

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to \_\_\_\_\_ (hereinafter referred to as Grantee).
2. The CARB Project Liaison is Ms. Ava Yaghoobirad. Correspondence regarding this project shall be directed to:

Ms. Ava Yaghoobirad  
California Air Resources Board  
Mobile Source Control Division  
Post Office Box 2815  
Sacramento, California 95812  
Phone: (916) 324-2304  
Email: Ava.Yaghoobirad@arb.ca.gov

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

Grantee Liaison Name:

Title:

Address:

Phone:

Email:

## **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 the Grantee has submitted the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to CARB Project Liaison no later than **December 31, 2020** (see Section J, Reporting, of this grant agreement).
3. Final request for payment and Final Report shall be received by CARB no later than **March 30, 2021** (see Sections H and J [2] of this grant agreement).
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by **January 1, 2021**, 60 percent of project funding has not been expended by the Grantee. In the event of such termination, Section H (5) of these provisions shall apply.

## **F. GRANT AGREEMENTS FOR FY 2017-18 AND FY 2019-20**

CARB, in its sole discretion, is exercising the option to award a new Grant Agreement each of the following two fiscal years (FY 2018-19 and FY 2019-20), as specified in Grant Number \_\_\_\_\_. The Grantee understands and agrees that there is no guarantee that the FY 2018-19 or FY 2019-20 grant agreements will be awarded.

## **G. DUTIES AND REQUIREMENTS**

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Clean Mobility Voucher Pilot Program.

### **1. California Air Resources Board**

CARB is responsible for the following:

- a. Establishing project eligibility criteria and the minimum requirements for Clean Mobility Options Projects to apply for voucher funding.
- b. Updating, finalizing, and approving the Implementation Manual in consultation with the Grantee.
- c. Determining clean mobility voucher maximum amounts and providing this information to the Grantee.
- d. Throughout the grant term and in consultation with the Grantee, review, approve, and update the Grantee's outreach and education plan, such as outreach and

education materials, webpage, participant surveys, quarterly reports, and final report.

- e. Reviewing and approving program elements provided by the Grantee, such as clean mobility voucher application, voucher eligibility verification, voucher forms, and progress reports.
- f. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation.
- g. Participating in coordination meetings with the Grantee and other key staff involved in clean mobility projects supported by other local and State agencies.
- h. Review and approve all Grant Disbursement Request Forms (MSCD/ISB-90) and distribute grant funds to the Grantee.
- i. Providing program oversight and accountability (in conjunction with the Grantee).
- j. Meeting applicable requirements of statutes, applicable State law, the FY 2017-18 Funding Plan for Clean Transportation Incentives, the FY 2017-18 Clean Mobility Voucher Pilot Program Grant Solicitation, and this grant agreement with Grantee. The FY 2017-18 Funding Plan for Clean Transportation Incentives is available at: [www.arb.ca.gov/msprog/aqip/aqip.htm](http://www.arb.ca.gov/msprog/aqip/aqip.htm).

## **2. The Grantee**

The Grantee is responsible for implementation of the Clean Mobility Voucher Pilot Program approved by the Board as part of the Funding Plan. The Grantee's responsibilities encompass three phases to ensure the efficient and proper distribution of funds for eligible projects: program development through public work group process in coordination with CARB, program implementation, and program reporting. These phases are to be completed in a manner directed by CARB and on a timeframe agreed upon by the Grantee and CARB.

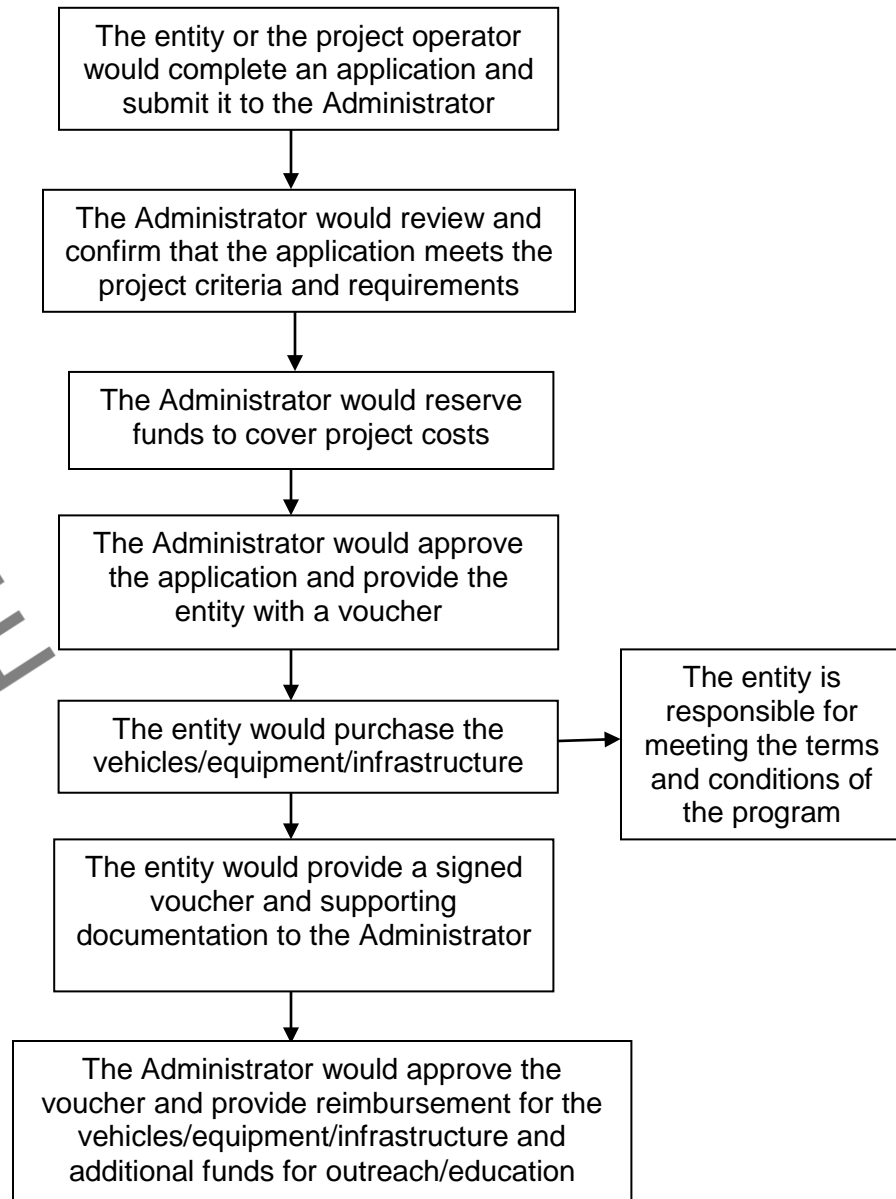
The Grantee as the Statewide Administrator is responsible to verify all the project eligibility requirements set by CARB have been met by eligible applicants, and distribute clean mobility vouchers on a first-come, first-served basis. Depending on the Grantee's application, program duties and requirements include, but are not limited to the following tasks:

- a. Throughout the grant term, assist CARB with developing, updating, and finalizing the Implementation Manual.
- b. At the discretion of CARB and in coordination with the One-Stop-Shop Pilot Project administrator, develop and maintain a streamlined, user-friendly application system for interested entities to apply for clean mobility vouchers.

This application shall be designed in both an online format (hosted on new or existing webpages including but not limited to, a CARB webpage and/or CARB-approved third party webpage), and in paper format, in order to bring a streamlined application to a larger enrollee population. The clean mobility voucher webpage must include, at a minimum:

- i. Details of project eligibility criteria, list of eligible vehicles and technologies, and guidance to the clean mobility voucher application process.
  - ii. Ability to submit voucher applications online or by mail.
  - iii. Applicable documents and forms related to the program, such as the Implementation Manual, and the voucher documents.
  - iv. Downloadable multilingual outreach and educational materials that include information on advanced clean vehicle technologies, electric vehicle charging, fuel cell electric vehicle charging, and other innovative shared mobility models, as well as, available funding.
  - v. Information regarding existing CARB programs, such as VELOZ, Moving California, California Climate Investments (CCI program), and other related State or local agencies projects, also provide efficient coordination across multiple incentive programs implemented by CARB where applicable, including CARB's One-Stop-Shop project.
- c. Distribute clean mobility vouchers for vehicle and equipment acquisition, outreach activities and other CARB-approved costs to eligible Clean Mobility Options Projects. The voucher processing will be developed after the grant execution, however for the purpose of this document, Figure 1 illustrates an example of the voucher processing.

**Figure 1- Example of Clean Mobility Voucher Processing**



- d. In collaboration with CARB and other clean transportation outreach providers, coordinate and prepare outreach and educational materials and conduct public educational forums and outreach events for stakeholders and target audiences (i.e., tribal, rural, low-income residents, and disadvantaged communities) to present funding opportunities, describe project criteria and minimum requirements, and provide education on technical aspects of implementing Clean Mobility Options Projects. The Grantee shall clearly identify an outreach plan that contains, at the minimum:



- i. A strategy to promote adoption of advanced technology vehicles and clean mobility options for target audiences and provide training and education in the format of public forums to prospective groups interested in designing and implementing small-scale car sharing and ridesharing projects for disadvantaged communities.
  - ii. Approach to outreach, geographic scope of outreach, and target audiences throughout the State.
  - iii. The types of outreach planned (e.g., printed materials, web-based, and social media).
    - a) Outreach materials, such as fact sheets, infographics, and other multimedia tools, such as videos, readily accessible on the website.
    - b) Estimated number of events, coordination with partner agencies and other low carbon transportation project administrators, and level of staffing efforts.
  - iv. A strategy to coordinate, leverage, and complement existing outreach and education efforts already underway through CARB's Low Carbon Transportation Investment Projects, such as One-Stop-Shop Pilot Project, the Education and Outreach Strategic Roadmap, and other related efforts statewide.
  - v. A strategy to increase local outreach efforts and engage target audiences, as well as residents such as homeless individuals and families who face unique obstacles to access transportation, through activities relevant to the community being served, and through the use of language-specific and culturally-appropriate outreach and education materials.
  - vi. A strategy to engage, build partnerships, and support community-based organizations and other groups that are representative of the target audiences, and those connected to a network of similar programs. Such groups and programs include, but are not limited to, Electrify America, VELOZ, regional community-based organizations, community colleges, and community centers.
- e. Use the approved criteria and requirements stated in the Implementation Manual to review, verify the project eligibility, and approve or disapprove voucher applications and document this process in each project file.
- f. Develop a policies and procedures document and flow chart that describes the Grantee's administrative action for processing vouchers. Examples include

details on acceptable supporting documentation, and protocols for recording CARB case-by-case approvals.

- g. Establish and maintain financial and project records of Clean Mobility Options Projects funded by the Grantee (see Section L of the Sample Grant Agreement).
- h. Store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection (see Section N in the Sample Grant Agreement). Files shall be retained during the term of the Grant Agreement plus three years. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB. Hardcopy of electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, DVDs, and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- i. Meet and adhere to all Information Security Requirements described in NIST Special Publication 800-53 r4.
- j. Ensure the voucher applicants meet all applicable Clean Mobility Voucher Pilot Program requirements, including, but not limited to:
  - i. Implementation of project eligibility criteria.
  - ii. Enforcement of program requirements.
- k. Maintain copies of all disapproved applications and related correspondence.
- l. Develop and maintain accounting procedures to track expenditures by grant award specified by the funding source.
- m. Establish a process for returned award funds as a result of uncashed checks, prorated returns, cancellations, etc.
- n. Ensure that the most current list of eligible vehicles is being used for the Clean Mobility Options Projects. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), however, vehicles funded under this grant cannot receive rebates from CVRP<sup>1</sup> or vouchers from HVIP<sup>2</sup>.
- o. No voucher application can be approved, nor can any funding for the Clean Mobility Options Projects be disbursed by the Administrator, until any applicable requirements of the California Environmental Quality Act (CEQA) have been met, as well as any applicable permitting requirements.

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<sup>1</sup> <https://cleanvehiclerebate.org/eng>

<sup>2</sup> <http://www.californiahvip.org/>

- p. The CEQA review process applicable to the Clean Mobility Options Projects will be determined after the Administrator is selected.
- q. Establish a waiting list if the program becomes oversubscribed and CARB determines a waiting list is appropriate (see Section D [5] of the Sample Implementation Manual).
- r. Respond to public inquiries regarding the Clean Mobility Voucher Pilot Program.
- s. Administer surveys to project participants (end-users) to collect usage data and other information as specified by CARB (see Section E [5] of the Sample Implementation Manual).
- t. Assess the influence of Clean Mobility Options Projects received vouchers, on clean transportation accessibility, and local economy, develop common metrics and measures of success and evaluate key factors in developing viable and sustainable local projects, and build a knowledge base to apply the lessons learned to future, larger scale projects throughout the State.
- u. In collaboration with CARB, develop a quantification methodology to provide an estimate for reductions in GHG emission and criteria pollutant emissions from Clean Mobility Options Projects received vouchers. This quantification methodology should account for all possible Clean Mobility Options Project models, such as model that includes bike sharing or electric bike sharing.
- v. Provide data updates to CARB upon request.
- w. Provide periodic data summaries to the public in response to data requests.
- x. Establish and maintain oversight authority to verify projects received vouchers, are on track to complete the project milestones, and funds are spent as intended and for the approved costs.
- y. Provide quarterly Status Reports to CARB detailing vouchers redeemed for purchased and leased vehicles and equipment, program fund expenditures, number of vehicles, bikes, equipment and infrastructures funded, and update on tasks and deliverables (see Section J [1] of the Sample Grant Agreement for more details).
- z. Provide CARB with The Clean Mobility Voucher Pilot Program Final Report that summarizes and evaluates total fund expenditures, projects funded, estimated GHG emission reductions achieved for each project, outreach efforts, implementation challenges, and recommended potential program improvements (see Section J [2] of the Sample Grant Agreement for more details).

- aa. Develop a program transfer plan in a manner directed by CARB that includes the following tasks:
  - i. Process clean mobility voucher applications for all of FY 2017-18.
  - ii. Complete all tasks associated with the FY 2017-18 Clean Mobility Voucher Pilot Program closeout (see Section J [2] of the Sample Grant Agreement).
  - iii. Process clean mobility voucher applications for the following fiscal year for up to three months after closeout.
  - iv. If applicable, transfer Clean Mobility Voucher Pilot Program data and website to a new Grantee/administrator selected by CARB according to the agreed upon transfer plan (see Section M of the Sample Grantee Agreement).
- bb. Provide information, upon request, to individuals or organizations that wish to appeal a voucher application denial to CARB.
- cc. Upon request, provide CARB with all program records, webpage(s), software, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing Clean Mobility Voucher Pilot Program (see Section M of the Sample Grant Agreement).
- dd. Meet applicable requirements or statutes, the AB 118 AQIP Guidelines, the FY 2017-18 Funding Plan, this solicitation, the Grant Agreement with CARB, and the Implementation Manual.

## **H. FISCAL ADMINISTRATION**

This section defines the respective roles of CARB and the Grantee in administering the Clean Mobility Voucher Pilot Program.

### **1. Budget**

- a. The maximum amount of this Grant is up to \$ \_\_\_\_\_. The maximum amount of this Grant may be increased further contingent upon receiving additional funds. The Grantee understands and agrees that there is no guarantee that additional funds will become available. Under no circumstance will CARB 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.
- b. The budget for this program is shown in Exhibit B, Attachment I. Grant Disbursement Requests for clean mobility voucher funds and Grantee voucher processing fee (program implementation costs) shall not exceed the grant amount.

- c. 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 CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.

## 2. Program Funding

Definitions and allowable expenditures for costs associated with the grant are defined below:

### a. Clean Mobility Voucher Funding

Eligible Clean Mobility Options Projects may receive vouchers for the following costs:

- i. Vehicle acquisition (purchase or lease) costs.
- ii. Electric Vehicle Supply Equipment (EVSE) purchase and installation costs.
- iii. Bicycle and electric bicycle purchase costs.
- iv. Electric bicycle and locking station purchase and installation costs.
- v. Vehicle, EVSE, bicycles and electric bicycle (e-bike) maintenance costs.
- vi. Costs related to installation, operations and maintenance plan for vehicles and infrastructure and other measures necessary to provide safe, secure and convenient access to EVSE during the project.
- vii. Helmets for bike sharing and e-bike sharing participants.
- viii. Bicycle safety course costs.
- ix. Supporting project costs, may include, but not limited to:
  - a) Costs related to environmental compliance, if applicable, such as CEQA and other permitting requirements (i.e., Historical Preservation, Above Ground Facilities Ordinance, Americans with Disabilities Act [ADA] accessibility requirements, etc.)
  - b) Insurance costs related to vehicle, driver, passenger, electric bicycle, riders, and facilities.
  - c) Reservation system development and ongoing software maintenance costs.
  - d) Costs related to Clean Mobility Options Project outreach activities.
  - e) Costs for technical assistance and coordination efforts across multiple incentive programs implemented by CARB including the One-Stop-Shop Pilot Project.
  - f) Costs for coordination and implementation efforts to increase project accessibility for unbanked residents, such as transit access pass cards, ride vouchers, etc.

- g) Costs related to the community transportation needs assessments.
- h) Costs for transportation subsidies and special incentives for homeless individuals and families.

**b. Voucher Processing Fee (Program Implementation Costs)**

Voucher processing fee shall be used for Clean Mobility Voucher Pilot Program administration to process voucher applications and outreach activities including: The Grantee's personnel costs, labor expenses and fringe benefits with hourly rates for key job descriptions, operating costs (i.e. rent, supplies, and equipment), indirect costs (e.g., general administrative services, office space, and telephone services), printing, mailing, traveling<sup>3</sup>, and other outreach and educational activities expenses, consultant fees (must be pre-approved by CARB), records retention, research and data management, reporting, and other expenses needed to implement Clean Mobility Voucher Pilot Program. Program implementation costs should be detailed such that they include all necessary staff and tasks to implement the program.

**3. Advance Payment**

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion is providing advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

The Grantee may submit an application for an initial disbursement of up to 10 percent of the total grant amount (\$1,700,000) as seed money to support initial administration of the Clean Mobility Voucher Pilot Program and to process clean mobility voucher applications quickly after the Grant Agreement has been signed and upon availability of funds. In the event additional funds become available and in order to ensure adequate voucher funds are available in the Grantee's account to cover the cost of vouchers, the Grantee may request subsequent disbursements by submitting a Status Report and any other information required by CARB documenting the voucher amounts reserved. CARB may provide subsequent disbursements to cover the cost for the amount of vouchers reserved plus any additional funds necessary to ensure timely payment of vouchers.

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. CARB may provide advance payments to grantees of a grant program or project, in accordance with Health and Safety Code Section 39603.1, if CARB determines all of the following:

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<sup>3</sup> CARB will only reimburse travel expenses and per diem rates that are set by California Department of Human Resources (CalHR). The Grantee will be responsible for travel expenses and per diem rates that exceed CalHR rates.

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small district or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
  - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
  - vi. Reports to CARB any material changes to the spending plan within 30 days.
  - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. 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.
- h. The grantee assumes legal and financial risk of the advance payment.
- i. 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.

- j. 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 J Reporting of this grant agreement (also see Section H [8] of this grant agreement).
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on **March 30, 2021** or the reversion date of the appropriation.

#### 4. Grant Disbursements

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections H and J of this grant agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form, milestones stipulated in Exhibit B, Attachment II, the requirements specified herein, including Section H and in Section J of this grant agreement have been accomplished, documentation of accomplishment has been provided to CARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Section J of this grant agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, that a deliverable meeting specifications has not been provided, that claimed expenses are not documented, not valid per the budget, or not reasonable, that the Grantee has not met other terms of the grant.

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.

- c. The Grantee shall mail Grant Disbursement Requests to the CARB Project Liaison.
- d. CARB will withhold payment of up to 1 percent of the grant funds (\$170,000) until completion of the Final Report and intellectual property has been relinquished to CARB in accordance with Sections J and M of these provisions, CARB has



received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

- e. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- f. The Grantee will pay out CARB funds to other sub-grantees on a reimbursement basis only.

## **5. Suspension of Payments and Grant Termination**

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
- b. CARB reserves the right to terminate this Grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section J of these provisions. Upon receipt of the Grant Disbursement Request Form, Status Report, and all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.
- c. CARB reserves the right to immediately terminate this Grant in accordance with Section O (24).
- d. Upon termination, grants funds must be immediately returned to CARB.

## **6. Contingency Provision**

In the event this grant is terminated for any 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 in a manner consistent with direction provided in the FY 2017-18 Funding Plan for Clean Mobility Options for

Disadvantaged Communities<sup>4</sup>.

## 7. Documentation of Voucher Processing Fee

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to Clean Mobility Voucher Pilot Program implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Application Package (Exhibit D) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
- d. Any reimbursement for necessary supporting project costs related to implementation the Clean Mobility Options Projects (car sharing and ridesharing projects) must be documented with receipts and/or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The California Department of Human Resources (CalHR) travel and per diem reimbursement amounts may be found online at: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final Clean Mobility Voucher Pilot Program grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in Status Reports and a Final Report.

## 8. Earned Interest

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

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<sup>4</sup> <http://www.arb.ca.gov/msprog/aqip/fundplan/fundplan.htm>.

- a. Interest earned by the Grantee on Clean Mobility Voucher Pilot Program funds must be reported to CARB. All interest income on Clean Mobility Voucher Pilot Program funds, must be expended on eligible program costs (See Section H [2] of this grant agreement). The Grantee is responsible for reporting to CARB on all interest earned and reinvested into Clean Mobility Voucher Pilot Program.
- b. All interest income on advance payment must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds.
- c. The Grantee must maintain accounting records (e.g. general ledger) that track interest earned and expended on Clean Mobility Voucher Pilot Program funds, as follows:
- i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Clean Mobility Voucher Pilot Program funds.
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
  - iv. Earned interest must be fully expended by **May 15, 2021**.
- d. Documentation of interest earned on Clean Mobility Voucher Pilot Program funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on the Clean Mobility Voucher Pilot Program must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

## I. PROJECT MONITORING

### 1. Meetings

- a. Initial meeting: A meeting will be held between key program personnel and CARB Project Liaison before work on the program begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the program schedule and milestones, details of work group

process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making, frequency and process for ongoing project team coordination, and process for coordinating activities with CARB's other equity projects and Public Information Office.

- b. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with CARB Project Liaison, and for facilitating the quarterly meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

## 2. Technical Monitoring

- a. Any changes in the scope or schedule for the program shall require the prior written approval of CARB Project Liaison and possibly a written grant agreement amendment.
- b. The Grantee shall notify CARB Project Liaison in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the program in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section J of this grant agreement), the Grantee shall provide information requested by CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to CARB Project Liaison and approved by CARB, in its sole discretion.

## J. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

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

## 1. Status Reports

- a. The Grantee shall submit Status Reports at a minimum of three-month intervals. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. The Grantee must provide a Status Report to CARB detailing the voucher amounts awarded to date. The Status Reports must include the following components:
  - i. Excel spreadsheet of vehicles, bicycles, e-bikes, associated equipment, infrastructure, and supporting project costs funded for the reporting period (format and data fields to be agreed upon by the Grantee and CARB). Data fields will include, but not limited to, vehicle or equipment type, make and model, and purchase/lease date.
  - ii. Program summary report, including but not limited to:
    - a) Number of voucher applications received, approved, disapproved, in-process, and pending.
    - b) Number and dollar amount of vouchers issued by project model (i.e. car sharing, bike sharing, vanpooling, alternative transit services, etc.).
    - c) Number, dollar amount, and percentage of vouchers issued by clean mobility option type (i.e. zero-emission vehicle, bicycle, electric bicycle, electric scooter, etc.), model, purchase price and voucher amount.
    - d) Number, dollar amount, and percentage of vouchers issued for each type of project supporting costs (outreach activities, insurance, reservation system, permitting, etc.).
    - e) Number and dollar amount of vouchers per Air District.
    - f) Remaining grant funding available.
    - g) Summaries of Grantee voucher processing fees and program fund expenditures in detail to date and for the quarterly period. Schedule of outreach and education conducted, materials used, and number of participants.
    - h) Identified problems or concerns and proposed solutions, if applicable.

- i) Summary report for each Clean Mobility Options Project received voucher(s), including but not limited to:
  - 1. Project participant information (total number of users, added and withdrawn participants, and other demographic information as mutually agreed upon between Grantee and CARB).
  - 2. Vehicles, electric bicycles, EVSE and electric bicycle charger information.
  - 3. Trip and fuel usage information (number and types or purposes of trips taken for vehicles and electric bicycles, trip beginning and end points, miles traveled, fuel and electricity used, and other information mutually agreed upon between Grantee and CARB).
  - 4. Estimated GHG emission reductions achieved using the most up-to-date quantification methodology as provided and directed by CARB.
  - 5. Survey updates, as mutually agreed upon between Grantee and CARB.
  - 6. Other co-benefits to the identified disadvantaged community.
  - 7. Other data and analysis as mutually agreed upon between Grantee and CARB.
- c. The Status Report provides a mechanism for the Grantee to justify a need for additional Clean Mobility Voucher Pilot Program funding from CARB. The Status Report must be submitted at least every three months, but may be provided on an as needed basis to justify additional funding from CARB. The first Status Report must be submitted three months after the grant agreement is fully executed or when requesting additional disbursement of funds, whichever is sooner.
- d. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II.
- e. If the tasks outlined in this grant agreement is behind schedule, the Grantee must notify CARB immediately.

## 2. Final Report

- a. The Grantee must provide a Final Report to CARB after all clean mobility

voucher funding has been expended. The Final Report must be submitted within 90 days of program completion or by December 31, 2020, whichever comes first.

- b. The Final Report must include, at a minimum:
- i. Total fund expenditure documentation (including but not limited to clean mobility voucher funds, voucher processing fees, voluntary match and in-kind funds).
  - ii. Excel spreadsheet of any vehicles, bicycles, e-bikes, and other related equipment and infrastructure funded not previously included in a Status Report (see Status Report).
  - iii. Summary report of all the clean mobility voucher applications processed by the Grantee for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports - see Status Report).
  - iv. Overview of the program from inception through program end, including program background, partnerships, and funding sources.
  - v. Summary report of evaluating influence of funded Clean Mobility Options Projects on clean transportation accessibility, and local economy describing the measures of success and the metrics used.
  - vi. Outreach efforts.
  - vii. Implementation challenges.
  - viii. Recommendations for potential program improvements.
  - ix. Earned interest.
- c. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.

## **K. OVERSIGHT AND ACCOUNTABILITY**

1. The 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 for which a Grantee or technology provider is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in the Clean Mobility Voucher Pilot Program due to non-compliance with program requirements.

3. If the Grantee detects any actual and/or potentially fraudulent activity by a funding applicant, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

## **L. PROGRAM RECORDS**

As further described below, program records includes but is not limited to Grantee, financial, and application records. All program records must be retained for a period of three (3) years after final payment under this grant. All program records are subject to audit pursuant to Section O (4) of this grant agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, DVDs, and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

### **1. Grantee Record:**

The Grantee shall retain a Clean Mobility Voucher Pilot Program file containing:

- a. Original executed copy of the Clean Mobility Voucher Pilot Program Grant Agreement and Grant Agreement Amendments (if applicable).
- b. Policies and Procedures Manual.
- c. Copies of Grant Disbursement Request Forms.
- d. Documentation of earned interest generation and expenditure (see Section H [8] for more information).

### **2. Financial Records:**

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

- a. Establish an official file for the Clean Mobility Voucher Pilot Program, which shall adequately document all significant actions relative to the program.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Clean Mobility Voucher Pilot Program.



- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the Clean Mobility Voucher Pilot Program.
- d. Establish an accounting system which will adequately depict final total costs of the Clean Mobility Voucher Pilot Program, including indirect costs.

### 3. Voucher Records:

Grantee is required to establish and maintain voucher records which must include, at a minimum:

- a. Clean mobility voucher application, and all the related forms.
- b. Copy of all the documents related to the awarded vouchers.
- c. Unique identifier that links each voucher to its corresponding project and associated cost.
- d. Documentation on any deviations from the normal processing of vouchers (examples include enforcement action, CARB case-by-case approvals).
- e. Maintain copies of all disapproved voucher applications.

## **M. INTELLECTUAL PROPERTY**

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing the Clean Mobility Voucher Pilot Program, are the property of CARB. Should a different grantee be selected to manage the Clean Mobility Voucher Pilot Program in subsequent funding years, it will be the Grantee's responsibility to turn over this property and information to CARB and the new grantee and provide all reasonable and necessary assistance needed to ensure a smooth transfer.

## **N. CONFIDENTIALITY AND DATA SECURITY**

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this grant agreement may be deemed confidential by the State. Therefore, the Grantee must:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. 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.

3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data, or application records.
4. Observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
5. Acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
6. Ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
7. Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. Adhere to all CARB confidentiality, disclosure, and privacy policies.
11. Treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
12. Not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.

13. At the conclusion of the engagement or upon termination of this grant agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the Grantee suspects loss or theft, the grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this grant to CARB immediately.
15. Provide CARB all pass phrases/passwords used for private keys to encrypt data used, produced or acquired in the course of performing duties under this grant agreement.
16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB, see Exhibit D, Grantee Application Package.
17. The Grantee agrees to notify the CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that the CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by the CARB due to security incident resulting from the grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to the CARB. If the CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by the CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
19. The Grantee agrees that it shall immediately notify and work cooperatively with the CARB to respond timely and correctly to public records act requests.

## **O. 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.

3. **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.
4. **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 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 audit records and interview staff in any grant related to performance of this agreement.
5. **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.
6. **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.
7. **Confidentiality:** No record which has been designated as confidential by ARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the grant term.

9. **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 Project Liaison 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 Project Liaison 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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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.
16. **Independent Contractor:** 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.
17. **Non-Discrimination Clause:** During the performance of this grant agreement, Grantee and its subcontractors 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. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors 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. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

18. **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.
19. **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 shall be released without CARB's approval.
20. **Personally Identifiable Information:** Information or data, including but not limited to all rebate records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations.

The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data, or project records.

21. **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.
22. **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.
23. **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.
24. **Termination:** In addition to the termination provisions in Section H (4) of this grant agreement, CARB may terminate this grant agreement by written notice at any time prior to completion of 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. Upon termination, the Grantee must immediately return grant funds to CARB.
25. **Timeliness:** Time is of the essence in this grant agreement. Grantee shall proceed with and complete the project in an expeditious manner.
26. **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.

## **P. INSURANCE REQUIREMENTS**

The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. The Grantee must also assure the Clean Mobility Options Projects that have received vouchers from the Grantee fully complies with all insurance requirements that will be set forth in the Implementation Manual before starting the project. No payments will be made under the grant until the Grantee fully complies with all insurance requirements outlined herein.

1. General Provisions:

- 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 30 days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal: Grantee is responsible to notify the State within five business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and Grantee agrees no work or services will be performed prior to obtaining such approval. In the event 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 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.
- 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:

The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The following coverages must be evidenced on the certificate of insurance:

- 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 contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.
- b. Automobile Liability: Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. "Any Auto" symbol 1 is required.
- c. Workers Compensation and Employers Liability: Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. 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.
- d. Technology Professional Liability / Errors and Omissions Insurance: Grantee shall maintain appropriate to the Grantee's profession and work

hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- i. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Grantee. If not covered under the Grantee’s liability policy, such “property” coverage of the Agency may be endorsed onto the Grantee’s Cyber Liability Policy as covered property as follows:
- ii. *Cyber Liability coverage* in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Grantee.
- iii. Please provide the following If policies provide claims-made coverage:
  - a) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b) Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
  - c) If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of work.
- e. Crime Insurance: Coverage shall provide limits of not less than \$XX (the estimated highest balance of CARB funds to be held by Grantee at any time during the program). Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first and third party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California.

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**EXHIBIT B  
WORK STATEMENT**

**Attachment I – Budget Summary**

**Grantee:**

**Grant No.:**

**Project: Clean Mobility Voucher Pilot Program**

**Total Costs & Funding**

<b>Funding Source</b>	<b>Total Amount</b>	<b>Voucher Processing Fee</b>	<b>Clean Mobility Voucher Funds</b>
<b>TOTAL GRANT AMOUNT</b>			

**Disbursement of Funds:**

**Clean Mobility Voucher Funding**

The Grantee shall receive clean mobility voucher funds in accordance with Section H (2) of this Grant Agreement.

**Voucher Processing Fee (Program Implementation Costs)**

The Grantee shall receive voucher processing fee funding in accordance with Section H (2) of this grant agreement.

**EXHIBIT B**

**Attachment II – Disbursement Schedule<sup>1</sup>**

**Grantee:**

**Grant No.:**

**Project: Clean Mobility Voucher Pilot Program**

<b>Disbursement</b>	<b>Disbursement Description</b>	<b>Grant Award</b>
<b>1</b>	<b>Clean Mobility Voucher Funding</b>	
1.1	Execute Grant Agreement: Initial Disbursement	Up to 10 percent of the total grant amount
1.2	Ongoing disbursements of clean mobility voucher funds	
<b>Clean Mobility Voucher Funding Subtotal</b>		<b>\$</b>
<b>2</b>	<b>Voucher Processing Fee</b>	
2.1	Execute Grant Agreement: Initial Disbursement	Up to 10 percent of the total grant amount
2.2	50 percent of clean mobility voucher funding expended	
2.3	100 percent of clean mobility voucher funding is expended; Final Report and intellectual property for the Clean Mobility Voucher Pilot Program submitted to CARB	\$170,000
<b>Voucher Processing Fee Subtotal</b>		<b>\$</b>
<b>Grant Total</b>		<b>\$</b>

<sup>1</sup> Program funds will be disbursed in accordance with the instructions identified in Section H of this Grant Agreement.

**EXHIBIT B**

**Attachment III – Program Schedule**

**Grantee:**

**Grant No.:**

**Project: Clean Mobility Voucher Pilot Program**

Detailed Scope of Work and Schedule

<b>Task #</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Status/Note*</b>
Task 1 –			
Task 2 –			
Task 3 –			
Task 4 –			
Task 5 –			
Task 6 –			
Task 7 –			
Task 8 –			
Task 9 –			
Task 10 –			

\*This may include: in process, complete, ongoing, progress %, delayed (include reasons and new estimated completion date), etc.

**Exhibit B**

**Attachment IV – Key Program Personnel**

**Grantee:**

**Grant No.:**

**Project: Clean Mobility Voucher Pilot Program**

Name	Position	Duties

OBSOLETE

**Exhibit C**  
**GRANT SOLICITATION**

SAMPLE



**Exhibit D**  
**GRANTEE APPLICATION PACKAGE**

SAMPLE

**Exhibit E**  
**IMPLEMENTATION MANUAL**

SAMPLE

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