



This Grant Award provides funding for activities that assist the Grantee in their participation in the implementation of Senate Bill 1013 (SB 1013) (Pub. Res. Code 76000 et seq., Health & Safety Code § 39374; Lara, Ch. 375, Statutes of 2018).).

The Grantee agrees to comply with the requirements and conditions contained herein, the F-Gas Reduction Incentive Program (FRIP) Program Guidelines and Solicitation Manual (Guidelines), as well as all commitments identified in the Grantee Application.

A.	Grant	Summai	ry:
			_

- 1. Project Title: ____
- 2. Total CARB Grant Amount: \$

B. Grant Agreement Parties and Contact Information:

- <u>Parties</u>: This Grant is from the California Air Resources Board (CARB or Board) (Grantor) to: (*Name of Grantee*) (Grantee).
- 2. CARB FRIP Project Liaison: The CARB FRIP Project Liaison is:

be directed	d to:	Correspondence regarding this project shall
	Name: Title:	
	Address:	California Air Resources Board 1001 Street Sacramento, CA 95833
	Phone: Email:	
3. <u>Grantee Pr</u> directed to	Co	The Grantee Project Liaison is: prrespondence regarding this project shall be

Name:



August 7, 2020



Title:	
Address:	
Phone:	
Email:	

C. <u>Time Period:</u>

- 1. <u>Performance</u>: Performance of work or other expenses billable to CARB under this Grant shall only commence after full execution of this Grant Agreement by the parties. Performance on this Grant ends once Grantee has submitted the Final Report or if this Grant is terminated, whichever is earlier.
- 2. <u>Completion</u>: The project must be completed no later than June 30, 2024, 1 year prior to the liquidation deadline.
- 3. Draft Final Report:

Tier I: A draft final report must be received by CARB no later than 30 days after 1 year of measurement & verification (M&V) is complete or before January 1, 2024, whichever is earlier.

Tier II: A draft final report must be received by CARB no later than 30 days after project completion or January 1, 2024, whichever is earlier.

4. Final Case Study or Final Report:

Tier I: A final report must be received by CARB after 1 year of data collection or before April 1, 2024, whichever is earlier.

Tier II: A final report must be received by CARB within 90 days after retrofit and charge reduction project is complete or before April 1, 2024, whichever is earlier.

- 5. <u>Executive Officer Authority</u>: The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if after 18 months from execution of the Grant, 60 percent of project funding has not been expended by Grantee.
- 6. <u>Disbursement Requests</u>: Grant Disbursement requests must be





submitted by the Grantee to CARB no later than April 1, 2024 to ensure adequate time for processing prior to the end of the fiscal year.

7. <u>Return of Funds</u>: Funds not liquidated by June 30, 2025 must be returned to CARB within 90 days.

D. Application Materials and Requirements

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

- 1. <u>Grantor Responsibilities</u>: CARB is responsible for the following:
 - i. Participating in regular meetings with Grantee to discuss project refinements, performance, and guide the implementation of the project.
 - ii. Review and approval of progress, draft and final reports.
 - iii. Review and approval of all Grant Disbursement Request Forms and distribution of funds to Grantee.
 - iv. Review and approval of all Advance Payment requests and distribution of funds to Grantee.
 - v. Provide project oversight (in conjunction with Grantee).
- 2. <u>Grantee Responsibilities</u>: Grantee's responsibilities include, but are not limited to, project development, compliance with the Guidelines, project implementation, and project reporting, as described in the attached Project Summary and this Grant Agreement and as outlined below.

Tier I:

- i. Application Form, Attachment B.
- ii. Project Summary to include a project description, scope of work, timeline, project budget, GHG emission reductions and costeffectiveness, innovation and market potential, plan for information sharing, data collection plan and associated budget, plan for workforce development, and applicable optional criteria, Attachment C.
- iii. FRIP Benefits Calculator Tool (excel spreadsheet), Attachment D.
- iv. Commitment Letter Confirming Allocation of Funds.
- v. Engineering Estimates for Cost, Energy Use and Refrigerant Charge Reduction Template, Attachment E
- vi. Payee Data Form 204, Attachment F
- vii. CEQA Worksheet and Documentation (if applicable), Attachment G





Tier II:

- i. Application Form, Attachment B.
- ii. Project Summary to include a project description, scope of work, GHG emission reductions and cost-effectiveness (if applicable), project budget, measures for reducing leaks and improve energy efficiency, and applicable optional criteria, Attachment C.
- iii. FRIP Benefits Calculator Tool (excel spreadsheet), Attachment D.
- iv. Commitment Letter Confirming Allocation of Funds.
- v. Payee Data Form 204, Attachment F
- vi. CEQA Worksheet and Documentation (if applicable), Attachment G.
- 3. <u>Kick-off Meeting</u>: Grantee's key project personnel will participate in an initial "Kick-off Meeting" with designated 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. Grantee's key project personnel may be required to participate in critical review meetings at predesignated milestone(s) during the project set by the CARB FRIP Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the CARB FRIP Project Liaison.

E. <u>Reporting:</u>

1. Periodic Quarterly Reports:

After full grant execution, Grantee shall submit, quarterly reports to CARB beginning on [TBD], and continue through the end of the grant term. Periodic reports must be submitted by the following dates:

Report 1 - [TBD] Report 2 - [TBD] Report 3 - [TBD]

2. Final Case Study or Final Report:

Grantee shall submit a Final Case Study or Final Report to CARB by [TBD], or upon request for disbursement of all remaining funds, whichever is earlier. At a minimum, the Final Report shall include all required information contained in the periodic reports, as well as an accounting summary of funds expended and a summary of how the goals of the





program have been achieved.

- 3. Information to Include with all Reports: All reports may include the
 - following information:
 - i. Applicant information;
 - ii. Date of submissions;
 - iii. Grant number;
 - iv. Project description;
 - v. Project location;
 - vi. Project photos;
 - vii.Census tract;
 - viii. Dates: project selected and completed;
 - ix. GGRF dollars allocated;
 - x. Leveraged and/or match funds;
 - xi. Costs associated with the refrigeration system;
 - xii. Grant funds remaining and expended;
 - xiii. Expenditure summary showing all FRIP Grant funds for which reimbursement was requested since last report;
 - xiv. M&V results;
 - xv. Estimated/actual total project GHG emission reductions using the FRIP tool;
 - xvi. Estimated/actual total project co-benefits i.e. air pollutant emission reductions using the FRIP tool;
 - xvii. Estimated/actual energy saved (kWh) if applicable;
 - xviii. Summary of work completed and in progress since the last progress report, including location (i.e. address or latitude and longitude) of educational events and/or monitoring activities;
 - xix. Trainings/workshops conducted;
 - xx. Other benefits or results;
 - xxi. Benefits to priority populations (as applicable); and
 - xxii. Any challenges or barriers encountered in the implementation of your project.
- 4. <u>Submission Method</u>: All reports must be submitted electronically to the CARB FRIP Project Liaison identified in Section B.2.

F. <u>Certified Technicians:</u>

1. The Grantee shall ensure that the projects will employ certified technicians. Technicians must be certified under the United States Environmental Protection Agency (U.S. EPA) 608 program and must also





hold a current and active California contractor's license in the C38 -Refrigeration Contractor licensing classification, or be an employee of a contractor with these qualifications.

G. <u>Refrigerant Recovery (Tier I Projects in Existing Facilities and Tier II Retrofit</u> <u>Projects)</u>

1. The Grantee shall ensure that all refrigerant recovered from the retrofit must be removed and treated in accordance with existing laws and regulations and must either be reclaimed and recycled at a certified facility, sent for destruction to a certified facility or reused at another facility belonging to the same company. Grantee must maintain records and make them available, upon request.

H. Measurement & Verification (M&V)

1. If selected for M&V support through the Emerging Technologies Program (ETP), the Grantee shall agree to coordinate with ETP staff and adhere to their M&V guidelines.

I. <u>Coordination with Los Angeles Department of Water and Power (LADWP)</u>

1. If selected to receive supplemental LADWP funding, the Grantee shall agree to coordinate with LADWP staff and adhere to their funding requirements.

J. California Environmental Quality Act (CEQA) Requirements

1. The Grantee must adhere to CEQA requirements outlined in the Guidelines.

K. <u>Fiscal Administration:</u>

1. <u>Advance Payment</u>: Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide





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. 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 under the following conditions:

- i. The advance payments are necessary to meet the purposes of the grant project.
- ii. Use of the advance funds is adequately regulated by grant or budgetary controls.
- iii. 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.
- iv. The Grantee meets all of the following criteria:
 - a. 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;
 - b. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement;
 - c. Submits a spending plan to CARB for review prior to receiving the advance payment;
 - d. The spending plan includes project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs;
 - e. CARB shall consider the available fund balance when determining the amount of the advance payment;
 - f. Reports to CARB any material changes to the spending plan within 30 days; and
 - g. Agrees to not provide advance payment to any other entity.
 - h. Grantee acknowledges that CARB is in the process of promulgating additional Advance Payment regulations. Grantee agrees that this Agreement may be reopened and modified to comply with those regulations once finalized, as appropriate.
- v. 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.
- vi. The Grantee must complete and submit to CARB for review and





approval, the fully executed Grant Agreement and 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.

- vii. 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.
- viii. The Grantee assumes legal and financial risk of the advance payment.
- ix. 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, or will be returned to CARB.
- x. 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 E (Reporting) of this Grant Agreement.
- xi. 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 [TBD] or the reversion date of the appropriation.
- xii. Quarterly and Annual reports must substantiate Grant costs incurred as discussed in Reporting Section E for which Advance Pay was utilized, and may include, but is not limited to: receipts, invoices, and timesheets.
- 2. <u>Grant Disbursements</u>: Grant payments are subject to CARB's approval. CARB will release any disbursements from the total Grant award in accordance with the following requirements:
 - i. To request disbursement, the Grantee shall submit the following to CARB:
 - a. A fully executed Grant Agreement; and
 - b. Grant Disbursement Request Form(s) (Provided by CARB).
 - ii. No reimbursement will be made for expenses that, in the judgment of CARB, are not consistent with the Grant Agreement, do not comply with the Grant Agreement, or have occurred prior to the execution of this Grant Agreement.
 - iii. The maximum amount of this Grant is \$(grant amount)_____
 _____. Under no circumstance will CARB advance or reimburse the Grantee for more than this amount.





- iv. The Budget for this grant is shown in Attachment C.
- v. Grant payments shall be made only for reasonable costs incurred by Grantee and must be consistent with the scope of work and budget submitted in response to the Guidelines.
- vi. Requests for payments are subject to CARB's approval of the Grant Disbursement Request Form.
- vii. Grant Disbursement Request Forms must have verifiable supporting documentation of expenses incurred as approved by CARB. Supporting documentation must be attached to the Grant Disbursement Request Form. The Grantee must include disbursement justification that documents expenditures, as discussed in Reporting, Section E, for which disbursement was utilized and may include, but is not limited to: receipts, invoices, and timesheets.
- viii. Grantee must mail the Grant Disbursement Request Form to the CARB FRIP Project Liaison with the original signature. Grantee may also email Grant Disbursement Requests to the CARB FRIP Project Liaison to assist timely review, but final approval requires CARB receipt and approval of mailed documentation with original signature.
- 3. <u>Eligible Costs</u> Reimbursable with FRIP Grant funds:
 - i. <u>Project Costs</u>: Project costs defined as eligible costs in the Guidelines will be fully reimbursable with FRIP Grant funds. Project costs are defined as costs directly tied to the implementation of the grant, consistent with the scope of work and budget submitted in response to the solicitation Guidelines. For Tier I projects, this includes equipment and installation costs for the proposed refrigeration system. For Tier II projects, this includes the cost of refrigerant, costs associated with refrigerant recovery including the cost of labor, and the cost of components associated with the refrigerant retrofit and/or charge reduction.
 - ii. <u>Travel</u>: Travel costs will not be reimbursable.
 - iii. <u>Administrative Funds</u>: Administrative funds used for this project will not be reimbursable with the awarded FRIP Grant funds. Administrative funds include, but are not limited to: operating costs (including rent), indirect costs (distributed and general administrative services, office space, rent, and telephone services), overhead, records retention, or any other costs that are indirectly incurred to support the FRIP Grant.
- 4. <u>Suspension of Payments and Early Grant Termination</u>: 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.





- i. 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.
- ii. If CARB rescinds the Grant 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.
- iii. CARB reserves the right to terminate this Grant upon 30 days written notice to Grantee. Upon grant termination, all remaining funds must be immediately returned to CARB.

L. Earned Interest:

The term "Earned interest" means any interest generated from grant funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on FRIP Grant funds into the project for which the grant was awarded.

- 1. <u>Accounting</u>: The Grantee shall maintain accounting records (e.g. general ledger) that tracks interest earned and expended on the program, as follows:
 - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method approved by CARB.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
- 2. <u>Liquidation</u>: Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2024, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2024, whichever comes first.
- 3. <u>Recordkeeping</u>: Documentation of expenditures made on those funds or returned to CARB must be retained for a minimum of three years after it is generated.

M. General Terms and Conditions:

1. <u>Amendment</u>: 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. <u>Assignment</u>: This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
- 3. <u>Audit</u>: 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 to in writing. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
- 4. <u>Availability of Funds</u>: 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.
- 5. <u>California Environmental Quality Act</u>: The Grantee shall not conduct any activities that will result in impacts to scenic highways, historic resources, or other sensitive natural environments, or on a site listed pursuant to Government Code 65962.5, or that will have a cumulative effect to the environment.
- 6. <u>Land Entitlements</u>: If the project requires access to property, and a party other than the Grantee owns that property, the Grantee is responsible for and assumes risk for obtaining access for the property and any required leases, easements, encroachment permits, or local permits for the project.
- 7. <u>Compliance with Law, Regulations, etc.</u>: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements.
- 8. <u>Computer Software and Licenses</u>: 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.
- 9. <u>Confidentiality</u>: No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a





judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.

- 10. <u>Conflict of Interest</u>: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 11. <u>Disputes</u>: Notwithstanding paragraph F(3)(ix) of this Grant Agreement, the Grantee shall continue with the responsibilities under this Grant Agreement during any dispute with CARB. 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 designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
- 12. <u>Environmental Justice</u>: 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 people of color, indigenous, and low-income populations of the State.
- 13. <u>Fiscal Management Systems and Accounting Standards</u>: 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.
- 14. <u>Force Majeure</u>: 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, pandemics, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- 15. <u>Governing Law and Venue</u>: 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.
- 16. <u>Grantee's Responsibility for Work</u>: The Grantee shall be responsible for work and for persons or entities engaged in work under this Grant





Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- 17. <u>Indemnification</u>: 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.
- 18. <u>Independent Contractor</u>: The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
- 19. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, sexual orientation, medical condition, (including HIV and AIDS) marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 20. <u>No Third Party Rights</u>: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.





- 21. <u>Ownership</u>: All information, data, documents, intellectual property, including, but not limited to, webpages received or generated by the Grantee under this Grant is the property of CARB. No information, data, documents, intellectual property received or generated under this Grant may be released without CARB's approval.
- 22. <u>Personally Identifiable Information (PII)</u>: Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
- 23. <u>Prevailing Wages and Labor Compliance</u>: 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.
- 24. <u>Professionals</u>: For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 25. <u>Promotion</u>: CARB may use any photographs, media, or information gathered or reported from or by the Grantee (except PII described in above), under the FRIP, in order to promote this program, through CARB's website or other media.
- 26. <u>Severability</u>: 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.
- 27. <u>Term</u>: This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met.
- 28. <u>Termination</u>: CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.





- 29. <u>Timeliness</u>: Time is of the essence in this Grant Agreement. The Grantee shall complete the expenditure of funds to implement the terms of this Grant Agreement and participate in SB 1013 in an expeditious manner.
- 30. <u>Waiver of Rights</u>: 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.

N. <u>Project Records:</u>

- <u>Record Types and Duration</u>: Project records include, but are not limited to, Grantee and financial records. All project records must be retained for a period of three (3) years after final payment under this Grant. All project records are subject to audit pursuant to this Grant Agreement. Upon completion of the third year of record retention, Grantee must deliver all project records to CARB.
- 2. <u>Grantee Record</u>: Grantee shall retain a file containing:
 - i. Original executed copy of the Grant Agreement and Grant Agreement Amendments, if applicable.
 - ii. Copies of Grant Disbursement Request Forms and supporting documentation that have been submitted.
- 3. <u>Financial Records</u>: Grantee must:
 - i. Maintain project accounts in accordance with generally accepted accounting principles.
 - ii. Establish an official project file, which shall adequately document all significant actions relative to the project.
 - iii. Establish an accounting system, which will adequately depict detailed and final total fund expenditures of project, including both direct and indirect costs.
 - iv. Document interest earned on project grant funds, and their expenditure or return to CARB.
 - v. Documentation of Grantee fund expenditures:
 - a. All fund expenditures must be documented.
 - b. Personnel costs documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration and outreach.





- c. 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.
- d. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
- e. Indirect costs methodology must be documented.

O. California Climate Investments Logo:

- 1. <u>Outreach</u>: All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites must display the California Climate Investments logo.
- 2. <u>Logo</u>: The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund. 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.

<u>Acknowledgement</u>: The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB's FRIP whenever projects funded, in whole or in part by this Grant 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. Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <u>www.caclimateinvestments.ca.gov/logographics-request.</u>