

EXHIBIT A

**Grant Provisions:**

This Grant Award provides funding for activities that assist the Grantee in their participation in the implementation of Assembly Bill 617 (AB 617) (C. Garcia, Chapter 136, Statutes of 2017).

**A. Grant Summary:**

**Project Title:**

**Total CARB Grant Amount:**

**B. Grant Agreement Parties and Contact Information:**

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

Name:

Title:

Address:

Phone:

Email:

3. *The Grantee Project Liaison is:*  
*Correspondence regarding this project shall be directed to:*

Name:

Title:

Address:

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Phone:

Email:

**C. Time Period:**

1. 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. The project must be completed no later than March 30, 2025.
3. A draft Final Report must be received by CARB no later than 30 days after project completion or March 15, 2025, whichever is earlier.
4. A Final Report must be received by CARB within 90 days after project completion or March 30, 2025, whichever is earlier.
5. 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. Grant Disbursement requests must be submitted by the Grantee to CARB no later than March 30, 2025 to ensure adequate time for processing prior to the end of the fiscal year.
7. Funds not liquidated by March 30, 2025 must be returned to CARB by June 30, 2025.

**D. Scope of Work, Timeline, and Project Budget:**

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

1. CARB is responsible for the following:
  - i. Participating in regular meetings with Grantee to discuss project refinements, performance, and guide the implementation of the project.
  - ii. Review and approve Project outreach and education elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, reports, and final report.
  - iii. Review and approve all Grant Disbursement Request Forms and

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- distribute funds to Grantee.
- iv. Review and approve all Advance Payment requests and distribute funds to Grantee.
  - v. Provide project oversight (in conjunction with Grantee).
2. Grantee's responsibilities include, but are not limited to, project development, outreach and education and/or data collection, storage, transmittal requirements per CARBs Blueprint, as applicable, project implementation, and project reporting, as described in the attached Scope of Work, Timeline/Milestones, Budget, and this Grant Agreement. Additional details and requirements are outlined in the Grantee's Application, (Exhibit C).
- i. Scope of Work and Technical Work Plan (if applicable), Exhibit C.1
  - ii. Timeline/Milestones, Exhibit C.2
  - iii. Budget, Exhibit C.3
3. Grantee's key project personnel will participate in an initial meeting ("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 will also participate in meetings to discuss progress to be held at least biannually beginning within six months after the initial meeting. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

### **E. Reporting:**

#### **1. Biannual Reports:**

After full grant execution, Grantee must submit two reports per project year to CARB beginning June 15, 2022 and continue biannually through the end of the grant term, or until all funds have been liquidated. The biannual report covering project start date-May 31 is due June 15. In subsequent years, this report will cover work completed November 15-May 31. Grantee must also submit one annual report per project year to CARB beginning on December 1, 2022, covering January 1-November 14, and continue annually (every December 1) through the end of the grant term or until all funds have been liquidated.

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Reports must be submitted electronically to CARB Community Air Grant Program at [AirGrants@arb.ca.gov](mailto:AirGrants@arb.ca.gov), and at a minimum, must include the items below, and use the Air Grants Reporting Template Form, provided by CARB:

- i. Report number, Project title, name of Grantee, date of submission, and grant number;
- ii. Overall percentage of work completed for reporting period.
- iii. Report costs associated with specific project tasks or activities. Examples of appropriate costs include but are not limited to the following: meeting facilitation and travel; hiring technical experts or consultants; conducting community needs assessments as it relates to AB 617; identifying sources of emissions in communities; identifying and siting locations for monitoring; deploying community based monitoring systems; data analysis; staff training; developing air quality communication programs; attending CARB/air district meetings or other AB 617 implementation meetings or efforts; meeting facilitation; community tours in support of AB 617 activities; hardware for community-run monitoring systems; hiring specialized staff; hiring technical experts or consultants; planning/design of systems or components of projects.
- iv. Report how grant is being utilized to meet the goals of Assembly Bill 617;
- v. Report how project meets criteria for providing direct, meaningful, and assured benefits, while also addressing a community need. For annual report due December 1, Grantee must also complete the California Climate Investment Program's evaluation form "Priority Population Benefit Criteria Table for Technical Assistance and Capacity Building" (CCI Form), dated February 2019 or any subsequent edition, located at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>
- vi. Summary of work completed and in progress since the last progress report;
- vii. Grant funds remaining and expended; and
- viii. Expenditure summary showing all Community Air Grant funds for which reimbursement was requested since last report.
- ix. Any challenges or barriers encountered in the implementation of the project.

### 2. Final Report:

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Grantee must submit a Final Report to CARB by, or before, March 30, 2025 or upon request for disbursement of all remaining funds, whichever is earlier. At a minimum, the Final Report must include all required information contained in the annual and bi-annual reports, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

### F. Fiscal Administration:

#### 1. **Advance Payment:**

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. 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.

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 if CARB determines all of the following:

- i. The advance payments are necessary to meet the purposes of the grant project.
- ii. The 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 is either a small air district or 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.

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- 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 shall include 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.
  - g. Agrees to not provide advance payment to any other entity.
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- 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, 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.
  - 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, Exhibit A 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 biannual fiscal accounting reports consistent with Section E Reporting of this grant agreement (also see Section E 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 March 30, 2025 or the reversion date of the appropriation.

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### 2. Advance Payment Requests:

- i. CARB may advance payment from the total Grant award after the Grantee submits the following to CARB:
  - a. A fully executed Grant Agreement; and
  - b. Advance Payment Request Form (Provided by CARB).
  - c. The Grantee must mail completed Advance Payment Request Form(s) to the CARB Community Air Grant Program Project Liaison.
  - d. Advance grant payments are subject to CARB's approval of the Advance Payment Request Form.
- ii. Along with Advance Payment Request Form, Grantee must also mail Grant Disbursement Request Form to the CARB Project Liaison with original signature. Grantee may also email Grant Disbursement Requests to the Air Grants Program to assist timely review, but final approval requires CARB receipt and approval of mailed documentation with original signature.
- iii. Biannual 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, timesheets.

### 3. Grant Disbursements:

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
  - a. A fully executed Grant Agreement; and
  - b. Grant Disbursement Request Form(s) (Provided by CARB). The Grantee must include disbursement justification that documents expenditures or planned near-term expenditures, as discussed in Reporting Section E, for which disbursement was utilized.
  - c. The Grantee must mail completed Grant Disbursement Request Form(s) to the CARB Community Air Grant Program Project Liaison.
  - d. Grant payments are subject to CARB's approval of the Grant Disbursement Request Form.
- ii. No reimbursement will be made for expenses that, in the judgment of CARB are not consistent with the Grant Agreement,

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- 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 \$. Under no circumstance will CARB advance or reimburse the Grantee for more than this amount.
  - iv. The Budget for this grant is shown in Exhibit C.3.
  - 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 solicitation 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 Grant Disbursement Request Form to the CARB Project Liaison with original signature. Grantee may also email Grant Disbursement Requests to the Air Grants Program to assist timely review, but final approval requires CARB receipt and approval of mailed documentation with original signature.
  - ix. Suspension of Payments and Early Grant Termination:
    - a. CARB reserves the right to issue a Grant Suspension Order in the event that a dispute should arise. If issued, a Grant Suspension Order will be in effect until the dispute has been resolved or the Grant has been terminated.
    - b. 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.
    - c. 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.
    - d. 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.

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### 4. Eligible Costs:

Administrative and project costs will be reimbursable with Community Air Grant funds.

- i. Administrative costs for this project may not exceed twenty (20) percent of the awarded Air Grant funds. Administrative costs include, but are not limited to: operating costs (including rent, supplies, and equipment), indirect costs (distributed and general administrative services, office space, rent, and telephone services), overhead, records retention, printing and mailing services not associated with staff working on the project, or any other costs that are not directly and fully incurred to support the grant.
- ii. Project costs will be fully reimbursable with Air 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. This includes: all components of project implementation, personnel costs and fringe benefits, travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR), outreach and education, supplies, research and data analysis, program evaluation, required reporting, external consultants (if pre-approved by CARB), third-party contracts for direct support, information technology related to project implementation, costs associated with equipment and infrastructure that is used directly for the purposes of the project, air monitoring equipment and technology, data collection and analyses costs, hardware/software costs to support monitoring systems. This includes the direct maintenance of these components, if required by the project.
- iii. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at [www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx](http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx). Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.

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- iv. Grantees are prohibited from using CARB funds to aid or support a sectarian purpose pursuant to California Constitution, article XVI, section 5. Grantees are also prohibited from using CARB funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB reserves the right to obtain additional information from applicants and Grantees to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of grant funding.

### 5. **Budget Flexibility:**

Subject to the prior review and approval of the contract manager, line items shifts of up to \$25,000 or ten percent of the annual grant budget total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the project. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited. Line item shifts may be proposed and/or requested by either the State or the grantee in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the Project Liaison, or his or her designee, and must be sent to CARB's Administrative Services Division within 10 days of approval for inclusion in grant folder. If the grant is formally amended, any line item shifts agreed to by the parties must be included in the amendment."

### G. **Earned Interest:**

"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 Community Air Grant funds into the project for which the grant was awarded.

1. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
  - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;

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- 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; and
2. Such funds must be fully liquidated or returned to CARB by completion of the program or by March 30, 2025, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or March 30, 2025, whichever comes first.
3. Documentation of expenditures made on those funds or returned to CARB must be retained for a minimum of three years after it is generated.

### H. General Terms and Conditions:

1. **Accessibility:** GRANTEE shall ensure that all documents submitted to CARB, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee or its subcontractors not meeting the Accessibility Requirements. If Grantee fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice.. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant for a period of one year following delivery of the final deliverable under this Grant. Grantees may use administrative funds to comply with applicable portions of this section.

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2. **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.
3. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
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 a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.
5. **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.
6. **California Environmental Quality Act:** The Grantee shall not install or site monitoring equipment in a location 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.
7. **Land Entitlements:** 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.
8. **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.

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9. **Computer software and licenses:** 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.
10. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
11. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
12. **Data collection and methods (only applicable to Grants with a monitoring component):**
  - i. Any air monitoring data collection methods, analytical methods, results or, reporting mechanisms obtained through Community Air Grant funding shall not be proprietary in nature, and shall serve the communities from where they were obtained, and/or other communities air basin-wide and/or statewide. These data shall be made publically available, and shall be available to CARB upon request.
  - ii. Projects that propose a community air monitoring component must adhere to the guidance as outlined in Appendix E of CARB's Blueprint document.
  - iii. Air Grantees are encouraged to leverage CARB's Community Air Quality Viewer (AQ-View). AQ-View is currently being developed as the statewide air quality data portal for the network of communities supported by California Assembly Bill 617 (AB 617). Regulatory monitoring data will also be available through AQ-View to provide the public a comprehensive view of statewide air quality monitoring. AQ-View can provide a means for Air Grantees to publically display continuous air quality monitoring data in real-time as an overlay on a state map layer and also provide the ability to display graphs of historical data as time-series plots. The system will also allow Air Grantees to persist their air quality data in a CARB-supported database. This will enable Air Grantees the ability to visualize and share data without the need to use grant funds on the development of their own data visualization and data storage solutions.

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CARB currently maintains the companion web-based portal named the Air Quality and Meteorological Information System (AQMIS). AQMIS primarily hosts data from regulatory sites belonging to the various state air quality management districts. The intent of AQ-View is to expand the domain of data providers to include community-based air quality monitoring by supporting programs of data collection, sharing and visualization for the community level as well as the district level.

If a grantee wishes to provide data to CARB's AQ-View web portal, CARB will provide guidance including: procedures for creation of an AQ-View account and registration of air quality monitoring sites and associated monitors, information on the required device communication protocols, access to AQ-View's Application Programming Interface (API), and information on the required data exchange formats that AQ-View uses to ingest the real-time data.

The use of a common data portal (AQ-View) will help promote participation and cohesiveness among the various communities by providing unified data visualization experience for air quality data across the State. Grantee participation with AQ-View will enable the Air Grantee communities to use their grant funding more effectively, and will also enhance CARB's ability to provide a meaningful, high quality data portal to the public.

13. **Disputes:** 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 his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
14. **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

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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.

15. **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.
16. **Force majeure:** Neither CARB nor the Grantee must 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, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

17. **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.
18. **Grantee's responsibility for work:** 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,

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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.

19. **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.
20. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
21. **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.
22. **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

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of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

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

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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.

31. **Timeliness:** 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 AB 617 in an expeditious manner.
32. **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.

### I. Insurance Requirements:

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

1. Grant Insurance Requirements – Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:
  - i. 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. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. 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.
  - ii. 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 owned, hired and non-owned vehicles. The policy must name the State of

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California, its officers, agents, and employees as additional insured.

- iii. 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 Grant Agreement, Grantee 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.

### 2. General Provisions Applying to All Policies:

- i. Coverage Term – Coverage needs to be in force for the complete term of the Grant. If insurance expires during the term of the grant or is terminated for any reason, a new certificate must be received by the State at least ten (10) days prior to the expiration or termination of this insurance. Any new insurance must comply with the original or prevailing Grant terms should this Grant Agreement be amended or modified for any reason.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and Grantee agrees no work or services will be performed prior to obtaining such approval. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.
- iii. Premiums, Assessments and Deductibles – Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within its insurance program.

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- iv. 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.
- v. Insurance Carrier Required Rating – All insurance companies satisfying the insurance requirements of this Grant Agreement 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.
- vi. 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.
- vii. Inadequate Insurance – Inadequate insurance coverage that does not comply with the terms of this Grant Agreement or lack of insurance does not negate Grantee’s obligations under the Grant.
- viii. Satisfying an SIR — All insurance required by this Grant Agreement must allow the State to pay and/or act as the Grantee’s/ subcontractors agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Grantee’s/ subcontractors agent in satisfying any SIR is at the State’s discretion.
- ix. Available Coverages/Limits — All coverage and limits available to the Grantee / subcontractor shall also be available and applicable to the State.
- x. Use of Contractor — In the case of Grantee’s utilization of Contractor to complete the Grant Scope of Work, Grantee shall include all Contractors as insured’s under Grantee’s insurance or supply evidence of Contractor insurance to the State equal to policies, coverages, and limits required of Grantee.

### J. Project Records:

1. 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. Grantee Record—Grantee shall retain a file containing:
  - i. Original executed copy of the Grant Agreement and Grant Agreement Amendments, if applicable.

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- ii. Copies of Grant Disbursement Request Forms and supporting documentation that have been submitted.
3. Financial Records—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.

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K. **California Climate Investments Logo:**

1. All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites must display the California Climate Investments logo. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the 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. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB's Community Air Grants program whenever projects funded, in whole or in part by this 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: [www.caclimateinvestments.ca.gov/logo-graphics-request](http://www.caclimateinvestments.ca.gov/logo-graphics-request)

