

APPENDIX B

Sample Grant Agreement
Electric Bicycle Incentives Project



This Sample Grant Agreement is provided as an illustration of terms that have been historically included in Grant Agreements and is subject to change at CARB's sole discretion. Upon selection of a grantee, an updated Grant Agreement will be developed to reflect any changes in policy or procedures directed by the Board at the November 19, 2021 Board Meeting, and other changes may be made as necessary.

Throughout this Sample Grant Agreement, references are made to the Electric Bicycle Incentives Project Implementation Manual. An implementation manual will be developed in coordination with the selected Grantee and will reflect any policy changes enacted at the November 19, 2021, Board Meeting.

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 2021-22 Funding Plan for Clean Transportation Incentives for the Low Carbon Transportation Investments and the Air Quality Improvement Program (AQIP) Electric Bicycle Incentives Project (EBIP) and Grantee Application Package. This includes all provisions, roles, and responsibilities identified in the current EBIP Terms and Conditions and the EBIP Implementation Manual.
- B. Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and California Air Resources Board (CARB) as a funding source for EBIP. Below are specific requirements for acknowledgement.

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 (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.

The Grantee agrees to acknowledge the California Climate Investments program as a funding source 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 Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment particularly in disadvantaged communities." Guidelines for the usage of the CCI logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.



Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB, the State, or the Board) as a funding source for EBIP 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 staff.



The CARB logo is a visual representation of our air environment. The arcs represent the different elements that make up the 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.

C. GRANT SUMMARY AND AMENDMENTS (if applicable)

Project Title: Electric Bicycle Incentives Project

Authorized Officials: _____

Title: _____

Total Funding:_____

D. GRANT PARTIES AND CONTACT INFORMATION

1. This Grant is from the CARB to _____. (hereinafter referred to as Grantee).
2. CARB Project Liaison is Aria Berliner. Correspondence regarding this project shall be directed to:

Aria Berliner
California Air Resources Board
Mobile Source Control Division
P.O. Box 2815
Sacramento, California 95812
Phone: (279) 208-7224
Email: aria.berliner@arb.ca.gov

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

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 both 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 the Project liaison no later than **March 15, 2026** (See Section K, Reporting, of this Grant Agreement).
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2026** (See Sections H[3] and K[2] of this Grant Agreement).
4. CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this grant if, by **January 1, 2026**, 75 percent of project funding has not been reserved in the form of incentives issued by the Grantee. In the event of such termination, Section H(4) of these provisions shall apply.

F. OPTION FOR NEW GRANT AGREEMENT FOR FY 2022-23 AND 2023-24

1. CARB, in its sole discretion may exercise the option to award a new Grant Agreement for each of the following two fiscal years (FY 2022-23 and FY 2023-24) as specified in Grant Agreement Number GXX-EBIP-XX. The Grantee understands and agrees that there is no guarantee that the FY 2022-23 or FY 2023-24 Grant Agreement will be awarded. In the event that either FY 2022-23 or FY 2023-24 Grant Agreement is awarded, the incentive processing fee will not exceed 10 percent of awarded funds.

G. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing EBIP.

1. California Air Resources Board

CARB is responsible for the following:

- a. Selecting the Grantee.
- b. Providing policy direction and reviewing proposed drafts of the Implementation Manual in consultation with the Grantee.
- c. Evaluating and approving electric bicycles and related equipment for EBIP eligibility and providing the Grantee an up-to-date list of eligible electric bicycles and related equipment.
- d. Determining electric bicycle incentive amounts and providing this information to the Grantee.
- e. Participating in regular meetings with the Grantee to discuss project refinements and guide project implementation.
- f. Reviewing and approving project elements provided by the Grantee, such as the EBIP incentives webpage, voucher payment verification, and progress reports.
- g. Reviewing and approving or returning all Grant Disbursement Request Forms (Form MSCD/ISB-90).
- h. Distributing project funds to the Grantee.
- i. Providing project oversight and accountability (in conjunction with the Grantee).
- j. Verifying bicycle ownership through available bicycle registries, if applicable.

2. The Grantee

The Grantee is responsible for implementation of EBIP as approved by the Board as part of the FY 2021-22 Funding Plan for Clean Transportation Incentives (Funding Plan). The Grantee's responsibilities encompass three phases to ensure the efficient and proper distribution of incentives for eligible

electric bicycles: project development, project implementation, and project reporting. These phases are to be completed in a manner directed by CARB and on a timeframe as stated in the grant agreement.

The Grantee is responsible for the on-the-ground project implementation and for distributing incentive payments for eligible electric bicycles. The Grantee's responsibilities include, but are not limited to, the following tasks:

a. Project Planning and Development

- i. Throughout the grant term, and in consultation with CARB, update and finalize the EBIP Terms and Conditions and the Implementation Manual.
- ii. At the discretion of CARB, implementing a prequalification mechanism to allow consumers to receive the appropriate incentive for eligible electric bicycles as close to the time of purchase as possible.
- iii. Coordinate with CARB and project administrators for CARB's other projects, as necessary, to ensure streamlined implementation of all projects in a way that is easy for the consumer to understand. This includes, but is not limited to, revising definitions as necessary, coordinating outreach efforts and assisting in the development of outreach materials.
- iv. Participate in CARB-approved events (e.g. CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent EBIP.
- v. Assist CARB in updating the Clean Transportation Equity and Light-Duty Investment sections on an annual basis starting with the FY 2022-23 Funding Plan by providing relevant information to CARB upon request. Information requested by CARB may include, but is not limited to, the following:
 - a.) Status of the electric bicycle market
 - b.) Market and technical analysis on commercialized and emerging electric bicycles and equipment and infrastructure to determine the state of technologies
 - c.) Barriers and potential solutions
 - d.) Recommendations to improve the effectiveness of EBIP investments
 - e.) Recommendations to improve EBIP and other electric bicycle incentive programs
 - f.) Role of incentives and how incentive programs can complement near-term regulatory measures
 - g.) Review other related incentive programs from CARB and other

- local, State and Federal agencies that support the deployment of electric bicycles and infrastructure
- h.) Coordinate with electric bicycle manufactures and bicycle retailers to forecast sales
 - i.) Document findings and assist in updating the annual Low Carbon Transportation Funding Plan, as necessary
- vi. Meet all applicable requirements of statutes and regulations, Funding Plans, CARB's Funding Guidelines¹, this solicitation, Appendix B: Sample Grant Agreement, the final Grant Agreement, and the EBIP Implementation Manual, including any future updates and/or revisions issued during the grant term. The Grantee must also ensure its subcontractors meet all the aforementioned requirements, as applicable. CARB's Funding Guidelines and Funding Plan are available at: www.arb.ca.gov/msprog/aqip/aqip.htm.
- vii. Closely communicate with CARB to ensure that the most current electric bicycle eligibility list is being used.
- viii. Support and help to inform CARB's determination of appropriate base incentive amounts for eligible electric bicycles and enhancement amounts outlined in the Implementation Manual.

b. Education and Outreach

- i. Prepare outreach and educational materials, in consultation with CARB, and work with community based organizations (CBOs) to conduct public outreach necessary for the project to be successful. The Grantee shall clearly identify an outreach plan that contains, at minimum:
 - a.) A list of CBOs by region that will partner with the Grantee.
 - b.) The types of outreach planned (e.g. printed materials, web-based, and social-media).
 - c.) A strategy to support organizations and groups that are representative of disadvantaged communities and that are connected to a network of similar organizations, institutions and community service providers to provide education, technical assistance, ride opportunities, etc. to these communities.
 - d.) A strategy to engage disadvantaged communities through outreach, education, and activities relevant to the community being served, and that are presented in the language(s) commonly spoken within that community.
 - e.) A strategy to support bicycle retailers and manufacturers in

¹ CARB, 2018; <https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

reaching out to sales staff and consumers to ensure widespread awareness of the program.

- f.) Outreach materials, such as fact sheets, infographics, and other multimedia tools, such as videos, readily accessible on the website or social media platforms.
- ii. Execute Memorandums of Understanding or other agreements with regional or centralized community-based organizations to support local organizations that conduct on-the-ground outreach and education activities that support EBIP.
- iii. Develop/maintain a user-friendly public website that may be hosted by CARB, the grantee, or a CARB approved third party. The website, and all content posted thereto must be ADA-compliant, in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria. The website must include, at a minimum:
 - a.) General project information and instructions on how to participate;
 - b.) A list of eligible electric bicycles and related equipment, and associated incentive amount;
 - c.) Incentive statistics, including incentives requested and incentives redeemed, dollars awarded by funding source, available and expended funds, location of incentive, and other statistics as defined by CARB such as electric bicycle type and location, either where purchased or domiciled;
 - d.) A mapping tool that provides a visual representation of where incentives are being requested and/or disbursed;
 - e.) User survey data to display information such as demographics, buying experience, motivations to purchase, decision-making process, etc., upon request by CARB;
 - f.) Applicable documents and forms related to the project; and
 - g.) Other information to support fleets including infrastructure funding information and links to other funding sources.
- iv. Develop, make available, and distribute language-specific and culturally-appropriate materials, to be determined by CARB which will be used for

the effective implementation of EBIP. Language-specific materials must include, but is not limited to, the following:

- a.) Outreach and education materials;
 - b.) Website;
 - c.) Owner requirements;
 - d.) Terms and conditions agreement forms;
 - e.) Frequently asked questions; and
 - f.) Grantee contact information.
- v. Work with electric bicycle manufacturers and retailers to create a list of bicycle retailers authorized to submit incentive requests and receive EBIP incentive payments.
 - vi. Train and approve electric bicycle retailers for participation in EBIP based upon eligibility criteria identified in the Implementation Manual.
 - vii. Respond promptly to legislative and public requests regarding EBIP in coordination with CARB.

c. Incentive Distribution and Processing

- i. Ensure participating electric bicycle manufacturers, electric bicycle retailers, and electric bicycle purchasers meet all applicable EBIP requirements.
- ii. Support ownership requirements by promptly identifying and reporting incentive recipients who are at risk of not meeting the requirements to CARB.
- iii. Contact incentive recipients that have or will potentially sell their electric bicycle early.
- iv. Review required documentation prior to incentive redemption. Documents include, but are not limited to, the following:
 - a.) Signed Final Purchase Agreement – must show the final purchase price less the incentive amount and any other additional incentive funding. It must also provide line items listing:
 - 1) Electric bicycle or equipment base price.
 - 2) Sale price of any other equipment supported by EBIP.
 - 3) Incentive discount, including all incentive enhancements itemized.
 - 4) All applicable taxes and fees.

- v. Apply the criteria in the Implementation Manual to review and approve or disapprove incentive requests and documenting this process in each project file.
- vi. Require the purchaser and retailer to sign and date the EBIP Incentive Request Form.
- vii. Establish safeguards to ensure EBIP participants (i.e., electric bicycle purchasers, bicycle retailers, and consumers) conform to all applicable terms and conditions set forth in the Implementation Manual.
- viii. Distribute incentive payments to bicycle retailers for eligible electric bicycle and related equipment purchases.
- ix. Develop and maintain accounting procedures to track funding reservation and expenditures by grant award, fiscal year, and funding source.
- x. Establish a process for returned incentive funds as a result of uncashed incentive checks, prorated returns, cancellations, etc.
- xi. Establish a waiting list if the project becomes oversubscribed and CARB determines a waiting list is appropriate.

d. Recordkeeping and Reporting

- i. Establish and maintain incentive records (see Section M[3] of the Grant Agreement).
- ii. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the term of the Grant Agreement plus three years. Upon completion of the required record-retention period, the Grantee must submit all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
- iii. Develop a systematic process and schedule to back-up EBIP database(s) each day, at a minimum.
- iv. Develop and enforce security measures to safeguard EBIP database(s).

- v. At the discretion of CARB, conducting consumer surveys and provide CARB a summary of responses which includes survey statistics. Grantee will, at minimum:
 - a.) Develop and implement an effective mechanism for incentive recipients to respond to the Satisfaction and Usage Questionnaire;
 - b.) Conduct quality control for Questionnaire data, and provide to CARB as part of the periodic EBIP Status Report; and
 - c.) Provide a mechanism, which should be outlined in the Grantee's transfer plan, for subsequent Grantees to continue collecting such data after incentive redemption.
- vi. Track incentives issued to electric bicycles domiciled in AB 1550 (Gomez, Chapter 369, Statutes of 2016) census tracts in a manner directed by CARB and outlined in the Implementation Manual.
- vii. Provide data updates to CARB upon request, which could include all incentive records
- viii. Provide periodic data summaries to the public via a method approved by CARB.
- ix. Provide monthly Status Reports to the CARB detailing incentives redeemed for purchased electric bicycles (See Section K[1] of the Grant Agreement).
- x. Provide CARB's contact information, upon request, to individuals that wish to evaluate an incentive denial.
- xi. If necessary, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds, by providing CARB with any purchaser information, documents, data, or other material needed to investigate or carry out such efforts.
- xii. Support CARB in efforts to track key information about the distribution of State funds to support the development, deployment, and commercialization of eligible electric bicycle and equipment.

e. Transition

- i. Develop and execute a project transfer plan, as part of the Grantee's closeout duties, to ensure a complete and timely transfer of data and

website to the next administrator on a timely basis. The project transfer plan, which will be approved by CARB, includes at a minimum the following tasks:

- a.) Process incentives for all of FY 2021-22;
 - b.) Complete all tasks associated with the FY 2021-22 EBIP closeout (See Section K[2] of the Grant Agreement);
 - c.) Process incentives for FY 2022-2023 for up to three months or until the subsequent Grantee is prepared to process incentives; and
 - d.) If applicable, transfer EBIP data and website to a new Grantee/administrator selected by CARB according to the agreed upon transfer plan (see Section N for more information).
- ii. Provide CARB with a Final Report that summarizes and evaluates total fund expenditures (including match, interest earned, and in-kind funds), electric bicycles funded, outreach efforts, and implementation challenges per source of funding and recommends potential program improvements (See Section K[2] of the Grant Agreement).
 - iii. Provide CARB with all webpage(s), databases, software or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing EBIP, if requested (See Section N of the Grant Agreement).
 - iv. Once the term of the EBIP grant agreement has ended, the Grantee shall deliver all project data to CARB or the subsequent Grantee in a format approved by CARB.

H. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this grant is up to \$_____. The maximum amount of this Grant may be increased 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 project is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for electric bicycle incentives and Grantee incentive processing fee shall not exceed the grant amount.
- c. The total funding may be reallocated at CARB's sole discretion in the event that the Grantee requests less than the total incentive processing fee than the amount stated in the budget.
- d. Subject to prior written approval from CARB, line item shifts of up to ten percent of the grant total may be made over the life of the grant. Line item shifts greater than ten percent require a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB. If the grant is formally amended, all line item shifts must be included in the amendment.

2. Project Funding

a. Electric Bicycle Incentive Funding

The success of EBIP is contingent upon bicycle retailers deducting the incentive amount from the electric bicycle purchase price at the time the purchaser makes the purchase. A bicycle retailer is more likely to accept the incentive's cash value at the time of purchase if the incentive is redeemed quickly. As such, the Grantee will receive an initial disbursement of up to 20 percent of EBIP bicycle incentive funding as seed money at project start-up in order to turn around incentive redemptions from bicycle retailers once the Grant Agreement has been signed by all parties and funds are available (See Exhibit B, Attachment II of this Grant Agreement).

In order to ensure adequate project funds are available in the Grantee's account to cover the cost of incentives, the Grantee may request subsequent disbursements by submitting a Status Report documenting the need for additional electric bicycle funding from CARB. The Grantee must ensure that no more than 20 percent of total electric bicycle incentive funds are available in the Grantee's general ledger account. The Grantee must advise CARB whenever the 20 percent limit is exceeded. Additional funds may be disbursed, if necessary and at CARB's sole discretion, to reflect an increase in market activity.

b. Incentive Processing Fee (up to 25 percent of the total project amount)

After the Grantee submits an advance payment request form and CARB approves it, the Grantee shall receive incentive processing fees on the following schedule:

- i. 20 percent of incentive processing fees at the time the Grant Agreement is signed and upon availability of funds for outreach, bicycle retailer training, and other project start-up costs.
- ii. 20 percent of incentive processing fees after completion of bicycle retailer trainings, finalization of the EBIP - Implementation Manual, and after the EBIP website is fully functional.
- iii. The Grantee will receive up to 50 percent of incentive processing fees after 30 percent of the electric bicycle funding is expended.
- iv. The final 10 percent (100 percent cumulative) of incentive processing fees will be disbursed once the following tasks have been completed:
 - a. 100 percent of electric bicycle incentive funding is expended.
 - b. CARB has received all information, documentation, and data, including intellectual property, needed to ensure continued smooth implementation of EBIP (See Section N of this Grant Agreement).
 - c. CARB has received a Final Report documenting electric bicycles paid for by the program and fulfillment of all project commitments (see Section K of this Grant Agreement).

CARB will have the sole discretion to accelerate the timeline for allowable disbursements of incentive processing fees identified above (with the exception of the final incentive processing fee disbursement) necessary to assure the goals of the project are met. With the exception of the initial 20 percent of incentive processing fees provided for project start-up, all incentive processing fees provided to the Grantee shall be on a reimbursement basis and requires cost summaries approved by CARB for completed tasks and/or eligible expenses. The Grantee must provide documentation of actual processing costs incurred for the first 20 percent of incentive processing fees before additional incentive processing fees will be provided.

Invoices used to justify voucher processing fees from CARB must provide documentation in accordance with Section H(6) for costs for work completed in the following categories: 1) labor expenses (including total staff time and labor costs); 2) external consultant fees for completed work (if applicable); 3) printing, mailing, travel, and other outreach expenses; and 4) indirect costs. Additional invoices may be provided to CARB if warranted. Documentation substantiating these costs must be maintained by the Grantee and provided to CARB upon request, as described in Section H(6) of this Grant Agreement. Furthermore, in consultation with

CARB and subject to CARB's approval, the Grantee may redirect any incentive processing fees to fund additional incentives for eligible electric bicycles.

3. Grant Disbursements

- a. Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in Sections H and J of this Grant Agreement. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source. Grant payments shall be made only for reasonable costs incurred by the Grantee and (with the exception of the first disbursement of incentive processing fee funds) only when the Grantee has submitted a Grant Disbursement Request Form (Form MSCD/ISB-90), milestones stipulated in Exhibit B, Attachment II, the requirements established herein including Section H(6) and in Section K 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 the sole discretion to accelerate the allowable timeline for disbursement of incentive processing fee funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of incentive processing fee funds), necessary to assure the goals of the project are met.
- b. The Grantee shall submit the Grant Disbursement Requests to CARB's Accounting Section at accountspayable@arb.ca.gov, with a CC to the CARB project liaison. The Grantee must submit Grant Disbursement Requests electronically, based on CARB's electronic submission guidance in effect at the time of request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation.
- c. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables. (See Section K, Reporting, of this Grant Agreement.) A payment will not be made if CARB Project Liaison deems that a milestone has not been accomplished or documented, that a deliverable meeting specification has not been provided, that claimed expenses have not been documented or accomplished, not valid per the budget, or not reasonable, or 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 Project Liaison's approval or disapproval of a grant disbursement. 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.

- d. The Grantee shall mail Grant Disbursement Requests to CARB Project Liaison.
- e. CARB will withhold payment of ten percent of voucher processing fees, as identified in Section H(2)(b) of this Grant Agreement, until completion of all work, all intellectual property has been relinquished to CARB in accordance with Sections K and N of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports and questionnaires, and submission to CARB by Grantee of a Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
- f. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

4. Termination and Suspension of Payments

- a. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In addition, CARB may terminate this Grant in accordance with Section O(27). In case of early termination, the Grantee will submit a grant disbursement request form, a Status Report covering activities up to, and including, the termination date, following the requirements in Section K of these provisions. Upon receipt of the Grant Disbursement Request form, and Status Report, and once 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.
- b. 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.
- c. CARB reserves the right to immediately terminate this Grant in accordance with Section O(24).
- d. Upon termination for whatever reason, vehicle voucher funds must be

immediately returned to CARB.

5. Contingency Provision

In the event this Grant is terminated for whatever reason, 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 reallocate funding to other projects.

6. Documentation of Voucher Processing Fees

- a. Incentive processing fees shall be used to fund Grantee costs for administering EBIP to process incentives and activities covering incentive processing and outreach and includes all Grantee costs including:
 - i. Grantee's personnel costs and fringe benefits
 - ii. Operating costs (i.e. rent, supplies, and equipment)
 - iii. Indirect costs (i.e. general administrative services, office space, and telephone services)
 - iv. Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)²
 - v. Overhead
 - vi. Consultant fees (if pre-approved by CARB), and
 - vii. Printing, records retention, and mailing

In no event shall the incentive processing fee exceed 25 percent of the total project amount. In no event shall general and administrative costs, which are included within the incentive processing fees, exceed 5 percent of the total project amount.

- b. The Grantee must maintain documentation of EBIP incentive processing fees used for implementation and outreach, as follows:
 - i. 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 EBIP implementation and outreach.
 - ii. 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 are considered pre-approved by CARB.

² CARB will only reimburse travel expenses and per diem rates that are set by CalHR. The Grantee will be responsible for travel expenses and per diem rates that exceed CalHR rates

- iii. Printing, mailing, and travel expenses must be documented with receipts and/or invoices.
 - iv. 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 State's 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.
 - v. If indirect costs are used to document voucher processing fees for EBIP, the Grantee must have an official written policy regarding calculation of these costs. The Grantee must maintain documentation for all costs referenced in the indirect cost calculation formula.
- c. 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 EBIP invoice to CARB.
 - d. The above documentation must be provided to CARB in Status Reports and a Final Report.

7. Earned Interest

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

- a. Interest earned by the Grantee on EBIP funds must be reported to CARB. All interest income on EBIP funds, including both electric bicycle incentive funds and incentive processing fee/outreach funds, must be reinvested in EBIP to fund additional incentives for eligible electric bicycles. The Grantee is responsible for reporting to CARB on all electric bicycles funded with interest earned on EBIP funds.
- b. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on EBIP 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-EBIP 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 **March 15, 2026**.
- c. Documentation of interest earned on the EBIP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on eligible electric bicycles must be retained for a minimum of three years after the interest-funded incentive has been redeemed.
- d. The above documentation must be provided to CARB in a Status Reports and a Final Report.

8. In-Kind Services

The Grantee is encouraged to contribute in-kind services to improve EBIP's effectiveness. "In-kind services," for the purposes of EBIP, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described herein and must be documented in the EBIP Final Report to CARB.

9. Advance Payments

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 has finalized Advance Payment regulations, which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at California Code of Regulations (C.C.R.), title 17, sections 91040 to 91044.

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:

- 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 air 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. Grantee must also submit a certification to CARB pursuant to C.C.R., title 17, section 91043 for each advance payment request.
- h. 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.

- i. The grantee assumes legal and financial risk of the advance payment.
- j. 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.
- k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned on the advance payment, and submit quarterly fiscal accounting reports consistent with Section 9 (Reporting and Documenting Expenditure of State Funds) of this grant agreement.
- l. Grantee shall remit to CARB any unused portion of the advance payment and interest earned on the advance payment by either September 30, 2025 or the reversion date of the appropriation, whichever is earlier.

10. Grantee Match Funding

- a. Match funding from the Grantee, if applicable, can only be used in two ways – to increase the number of eligible electric bicycles funded or to increase the incentive amount provided to eligible electric bicycles, as directed by CARB. Match funding must meet the following criteria:
 - i. Funding from other state or federal revenue sources, such as the Carl Moyer Program or other AB 118 programs, may not be counted as match from the Grantee.
 - ii. The combination of EBIP and match funding may not exceed a vehicle's purchase price.
 - iii. Match funding must meet the same requirements applicable to EBIP funds.
 - iv. Electric bicycles purchased wholly or in part with match funding, must meet the same requirements as electric bicycles funded with EBIP funds.
- b. Documentation of match funding must be retained for a minimum of three years after the incentive has been redeemed.
- c. The above documentation must be provided to CARB in a Final Report.

I. PROJECT MONITORING

1. Meetings

- a. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- b. Review meetings: Meetings 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.
- c. Site visits: 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 project shall require the prior written approval of CARB Project Liaison and may require a formal grant amendment.
- b. The Grantee shall notify CARB Project Liaison and Grant Coordinator in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project 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 K, Reporting, 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 project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to CARB Project Liaison and approved by CARB, in its sole discretion and may require a formal grant amendment.

J. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in Status

Reports submitted monthly to CARB and a Final Report submitted after all vehicle funding has been expended and prior to the Grantee receiving their last disbursement of voucher processing funding.

K. REPORTING

1. Status Reports

- a. The Grantee shall submit Status Reports on a monthly basis. The Status Reports shall be provided in a format agreed upon between CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.
- b. The Grantee must provide a Status Report to CARB detailing the electric bicycles and associated incentive amounts assigned and redeemed to date. The Status Report must include the following components:
 - i. Excel spreadsheet of electric bicycles funded for the reporting period – format and data fields to be agreed upon by the Grantee and CARB. Data fields will include, but are not limited to, serial number, bicycle retailer city and zip code, physical address or domicile address of the electric bicycle, census tract, and air district in which the electric bicycle is to be domiciled, electric bicycle type, make and model, and purchase date.
 - ii. Additionally, at a minimum of three-month intervals, the Status Report must include telematics data as specified within the Implementation Manual pursuant to Section C(1)(k).
 - iii. Summary report-
 - a.) Number of incentive requests received, approved, in-process, and pending.
 - b.) Number and dollar amount of incentives issued by electric bicycle type (i.e. cargo, commuter, passenger, etc...)
 - c.) Number, dollar amount, and percentage of incentives issued by bicycle type, model, purchase price and incentive amount.
 - d.) Graph of incentives issued by bicycle model and month
 - e.) Number of incentives per Air District.

- f.) Number of incentives and dollar amount provided to electric bicycles meeting disadvantaged community eligibility as defined by CARB as specified in the Implementation Manual.
 - g.) Track and report which Senate and Assembly district electric bicycles are domiciled, along with the corresponding legislative representative.
 - h.) Other financial incentives received (other than tax vouchers), if applicable.
 - i.) Remaining grant funding available.
- iv. Grantee incentive processing fee summaries, if applicable.
 - v. Identified problems or concerns and proposed solutions, if applicable.
- c. The Status Report provides a mechanism for the Grantee to justify a need for additional EBIP funding from CARB. The Status Report must be submitted monthly, but may be provided on an as needed basis to justify additional funding from CARB. The first Status Report must be submitted one month after the grant agreement is fully executed or when requesting additional disbursement of funds, whichever is sooner.
 - d. Every Grant Disbursement Request Form (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 project is behind schedule, the Status Reports must contain an explanation of reasons and how the Grantee plans to resume the schedule.

2. Final Report

- a. The Grantee must submit a Final Report to CARB after all electric bicycle funding has been expended.
- b. The Final Report must include, at a minimum:
 - i. Total fund expenditures documentation (including but not limited to electric bicycle incentive funds, incentive processing fee, match and in-kind funds).
 - ii. Excel spreadsheet of any electric bicycles funded not previously included in a Status Report (see Status Report).

- iii. Summary report of all electric bicycles funded by EBIP for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports - see Status Report).
 - iv. Total fund expenditures of EBIP funding per source of funding and fiscal year.
 - v. Total incentives and funding amounts benefitting Disadvantaged Communities.
 - vi. Telematics data as specified within the Implementation Manual pursuant to Section C(1)(k).
 - vii. Serial number for each electric bicycle purchased.
 - viii. Outreach efforts.
 - ix. Implementation challenges.
 - x. Recommendations for potential program improvements.
 - xi. 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.

L. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities identified herein.
2. CARB or its designee may recoup the funds which were received based upon misinformation or fraud, or for which a Grantee, manufacturer (including electric bicycle manufacturer), technology provider, retailer, or electric bicycle purchaser 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 EBIP due to non-compliance with project requirements or due to misinformation or fraud.
3. If the Grantee detects any actual and/or potentially fraudulent activity by an electric bicycle retailer or purchaser, the Grantee shall notify CARB as soon as

possible and work with CARB to determine an appropriate course of action.

M. PROJECT RECORDS

As further described below, project records include but are not limited to Grantee, financial, and incentive 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 Section O(4) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall 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.

1. Grantee Record:

The Grantee shall retain a combined file for EBIP containing:

- a. Original executed copy of the EBIP Grant Agreement and Grant Agreement Amendments (if applicable).
- b. Policies and Procedure Manual.
- c. Copies of Grant Disbursement Request Forms.
- d. Documentation of earned interest generation and expenditure (see Section H(7) for more information).

2. Financial Records:

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

- a. Establish an official file for EBIP which shall adequately document all significant actions relative to the project.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on EBIP.

3. Incentive Records:

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

- a. EBIP incentive applications.
- b. Unique identifier that links each incentive to its corresponding file.
- c. Documentation on any deviations from the normal processing of incentives (examples include enforcement action, CARB case-by-case approvals).
- d. Maintain copies of all disapproved incentive applications and the reason for disapproval.

N. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, project data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing EBIP shall be transferred to a new grantee, should a different grantee be selected to manage EBIP 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 transition. It is CARB's intention that incentive access and redemption be seamless to electric bicycle purchasers as EBIP transitions to each new fiscal year.

O. GENERAL TERMS AND CONDITIONS

1. Total Agreement. This Grant Agreement constitutes the entire agreement and understanding between the Parties, and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement. This Grant Agreement consists of 40 pages and 15 paragraphs.
2. Modification. No agreement to modify, amend, extend, supersede, terminate, or discharge this Grant Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all Parties to this Settlement Agreement.
3. Americans with Disabilities Act (ADA) Language: Grantee must ensure that products and services submitted to, uploaded, or otherwise provided to CARB or the public by the Grantee and/or its subcontractors, subgrantees, and any other agreement (hereinafter referred to as

subawardees) under this Grant, as specified in Exhibit (insert exhibit # here) or (list items here) to (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 to CARB or the public 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 from the Grantee documentation of compliance with the requirements described above, and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB.

4. Assignment: This grant is not assignable, in whole or in part, by the Grantee without the advance written consent of CARB in the form of a formal written amendment.
5. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative shall have the right to review and 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 a 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 CARB, the Department of General Services, Department of Finance, the California State Auditor, or their designated representative access to such records during normal business hours, and to allow interviews of any employees of Grantee 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 or Contract related to performance of this Agreement.
6. Availability of funds: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this grant does not appropriate sufficient funds for the program, this grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee, or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any of the provisions of this Grant Agreement.

7. Compliance with law: 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 during the time period in which this Grant Agreement is effective.
8. Computer software: The Grantee certifies that it has the 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. Confidentiality: Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, or confidential sharing with a third party to implement this Grant Agreement, Grantee shall not disclose to any third party any record which CARB has designated as confidential. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Grantee shall give CARB at least 10 calendar days written notice prior to any planned disclosure, and Grantee shall not object to CARB seeking a court order preventing disclosure.
10. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws at the time it enters into this Grant Agreement.
11. Disputes: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and 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 final resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
12. 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, genders, cultures, and

income levels, including minority populations and low-income populations of the State.

13. 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 Grant award accounts in accordance with generally accepted accounting principles.
14. 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 declaration of emergency, 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 the intent to invoke the clause and the 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 and without penalty, in the event Grantee invokes this clause, as allowed by law. A force majeure event does not relieve a party from liability for an obligation which arose before the occurrence of that event.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must, as soon as reasonably practicable, re-commence the performance of its obligations under this Grant Agreement. The Grantee must also provide to CARB a revised schedule that minimizes the effects of the delay caused by the force majeure event.

15. Governing law and venue: This Grant Agreement 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. Grantee's responsibility for work: The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, whether completed by Grantee or a designated representative or contractor, and for all persons or entities engaged in work performed pursuant to 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 contract for work on a Project 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 performed pursuant to this Grant Agreement.
17. Grantee's requirements for electric vehicle charging infrastructure and equipment: The requirements of this section do not apply to any of the following:
- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
 - (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
 - (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Prior to executing contracts, Grantee must ensure the following requirements are included in all subawardee contracts and or other agreements pursuant to this Grant:

Prior to authorizing work, a subawardee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:

1. An *AB 841 Certification* that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the subawardee's authorized representative; and
2. *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.

Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

Prior to remitting payment to a subawardee, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements, and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

18. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State of California, including CARB, 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 under this Grant Agreement, and out of the operation of equipment that is purchased with funds from this Grant Award.
19. 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 the State or of CARB.
20. 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 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, 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 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 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 all labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this Grant Agreement.

21. 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.
22. Ownership: All information or data received or generated by the Grantee under this Grant Agreement shall be the property of CARB. No information or data received or generated under this Grant Agreement shall be released without prior CARB approval in writing.
23. Personally identifiable information: Information or data 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 its possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data. Grantee shall ensure its subawardees and subcontractors follow this provision.
24. Prevailing wages and labor compliance: Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by subawardees.
25. Professionals: 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.
26. 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, and will remain in full force and effect.
27. Termination: CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, if Grantee violates any material provision of this Grant Agreement 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 within the time frame set

forth by CARB via written notice to the Grantee.

28. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the projects in an expeditious manner.
29. 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.
30. Order of precedence: In the event of any inconsistency between the exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
 - a. Grant Agreement Cover Sheet
 - b. Exhibit A – Grant Provisions
 - c. Exhibit B – Work Statement
 - d. Exhibit D – Grant Solicitation Package
 - e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

P. Insurance Requirements

The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section.

No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions

- a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance is set to expire during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
- b. Policy Cancellation or Termination & 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 the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the 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 the grant upon the occurrence of such event, subject to the provisions of the grant.

- c. Premiums, Assessments and Deductibles – The 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 the 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 the 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 the Grantee’s obligations under the grant.
 - h. Use of Subcontractor – In the case of the Grantee’s utilization of subcontractors to complete the grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State equal to policies, coverages, and limits required of the Grantee.
- 2. Grant Insurance Requirements** – The Grantee shall display evidence of the following on a certificate of insurance. 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 – The Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate”

endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the grant.

- b. Automobile Liability – If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Grantee shall maintain motor vehicle liability with limits of not less than \$1 million per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the 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.
- c. Workers Compensation and Employers Liability – The 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. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. Crime Insurance – Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. 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, California Air Resources Board.

Attachment I – Budget Summary

Grantee: _____

Grant No.: GXX-EBIP-XX

Project: Electric Bicycle Incentives Project

Total Costs & Funding

Funding Source	Amount	Incentive Processing Fees	Electric Bicycle Funds
General Funds: EBIP	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	Up to \$ _____	\$ _____

Disbursement of Funds:

Incentive Processing Fees

The Grantee shall receive voucher processing fee funding in accordance with Section H(2)(b) of this Grant Agreement.

Exhibit B, Work Statement

Attachment II – Project Milestones and Disbursement Schedule

Grantee: _____

Grant No.: GXX-EBIP-XX

Milestone	Milestone Description	Funding Amount
General Funds: EBIP		
	Incentive Processing Fees	
1.0	Sign Grant Agreement with CARB ¹	Up to 20 percent
1.1	Completion of fully-functional voucher request and redemption website; Finalized Implementation Manual; Completion of Bicycle Retailer Training Materials	Up to 20 percent
1.2	50 Percent of Incentive Funding Committed via Incentives Issued	Up to 50 percent
1.3	Incentive Fund Disbursement Complete; Receipt of Intellectual Property and Data; Completion of Electric Bicycle Activity Reporting Mechanism; Receipt of Final Report	Up to 10 percent
	Vehicle Incentive Funding	
2.0	Sign Grant Agreement with CARB ¹	Up to 20 percent
2.1	Ongoing disbursement of incentive funds ²	Up to 80 percent
General Fund: EBIP Funding Subtotal		\$ _____

¹The initial disbursement of electric bicycle incentive funds and incentive processing fee funds will be released once funds become available.

²Project funds will be disbursed in accordance with the instructions identified in Section H(2) and H(3) of this Grant Agreement.

Attachment III – Project Schedule

Grantee: _____

Grant No.: GXX-EBIP-XX

Project: Electric Bicycle Incentives Project

Detailed Scope of Work and Schedule

Work Task	Start Date	Completion Date
Task 1 – Sign Grant Agreement with CARB; submit to CARB one original copy of fully executed Grant Agreement.		
Task 2 – Work with CARB staff to develop policies, incentive amounts, and processes for the Electric Bicycle Incentives Project		
Task 3 – Create Implementation Manual and incentive application forms ¹ .		
Task 4 – Outreach and education, including robust outreach activities in disadvantaged and low-income communities.		
Task 5 – Update Implementation Manual (in a manner directed by CARB), EBIP webpages, and EBIP database; accept incentive applications; process and disburse incentives; initiate enforcement process for ownership requirement by identifying and reporting at-risk incentive recipients; initiate enforcement for maximum incentive requirement; tracking and reporting electric bicycle resale inquiries and incentives in disadvantaged communities; and contacting incentives recipients that have, or will potentially sell their electric bicycle early, to request repayment of the prorated incentive amount. Submit a mechanism for receiving annual activity reports and questionnaires to CARB for approval. See section G(2) for detailed tasks.		
Task 5 – Provide CARB Status Reports.		
Task 6 – Provide CARB with EBIP intellectual property and data needed to ensure smooth implementation of EBIP in future years; submit Final Report to CARB.		

¹ Personal information or other data collected from incentive applications may not be used or released in any way; however, with approval from CARB, this information can be used for other related CARB incentive programs with the consent of the applicant (e.g. checking “opt-in” boxes on the application) and the written consent of CARB.

Attachment IV – Key Project Personnel

Grantee: _____

Grant No.: GXX-EBIP-XX

Project: Electric Bicycle Incentives Project

Name	Position	Duties

Sample