

Appendix B

Sample Grant Agreement

Advanced Technology Demonstration and Pilot Project: Third Party Administrator



This Sample Grant Agreement is provided as an illustration of the terms that have been historically included in Grant Agreements and is subject to change at CARB's sole discretion.

GRANT PROVISIONS

- A. This Grant Agreement (“Grant” or “Grant Agreement”) is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as “CARB”, the “Grantor” or the “Board”) and the XXX (hereinafter referred to as the “Grantee”). Grantor and Grantee are each a “Party” and together the “Parties” to this Grant Agreement. The Term “Grant” and “Grant Agreement” are used interchangeably and have the same meaning.
- B. The Parties agree to comply with the requirements and conditions contained in this Grant Agreement (inclusive of all Exhibits), 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) Advanced Technology Demonstration and Pilot Projects (the Program or ATDPP) and Grantee Application Package. This includes all provisions, roles, and responsibilities identified in the current ATDPP Project Terms and Conditions and the ATDPP Implementation Manual.
- C. Where applicable, the Grantee agrees to acknowledge the California Climate Investments Program and California Air Resources Board (CARB) as a funding source for ATDPP. 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 of California 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, seen below, 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 Advanced Technology Demonstration and Pilot Project 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.

A. GRANT SUMMARY AND AMENDMENTS (if applicable)

Project Title: Advanced Technology Demonstration and Pilot Project
Authorized Officials: XXX
Title: XXX
Total Funding: XXX

B. GRANT PARTIES AND CONTACT INFORMATION

1. This Grant is from CARB to XXX (Grantee).
2. CARB Project Liaison is Earl Landberg. Correspondence regarding this project shall be directed to:

Earl Landberg
California Air Resources Board
Mobile Source Control Division
P.O. Box 2815
Sacramento, California 95812

Phone: (916) 287-0171
Email: earl.landberg@arb.ca.gov

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

Name
Title
Address
Phone
Email

C. 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.

Performance shall be deemed complete on the date CARB approves the Final Report. If this Grant Agreement is terminated by CARB before performance is deemed complete, then only those obligations which by their nature should survive termination of this Grant Agreement shall so survive including but not limited to all insurance, indemnity, data security, confidentiality and all other terms set out in the general provisions section of this Grant Agreement.

2. Upon completion of the project, the Grantee shall submit a draft final report to the Project Liaison no later than **March 1, 2025** (See Section L, Reporting, of this Grant Agreement).
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2025** (See Sections I(3) and L(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, 2025**, 75 percent of project funding has not been expended. In the event of such termination, Section I(4) of these provisions shall apply.
5. CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed forward with this Grant Agreement. No work may be done by the Grantee, nor will any funding be disbursed by CARB until CARB has affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed forward with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.
6. The "Term" of this Grant Agreement is from XXX through and including XXX. This Grant Agreement, upon written authorization of a CARB authorized representative, may be extended or amended, with or without cause, and solely within the discretion

of CARB. Any such amendment or extension shall not take effect until memorialized in writing and fully executed by authorized representatives of both Parties.

D. OPTION FOR NEW GRANT AGREEMENT

CARB, in its sole discretion may exercise the option to award a new Grant Agreement for the following two fiscal years, 2022-23 and 2023-24, if funding becomes available for ATDPP. The Grantee understands and agrees that there is no guarantee that the FY 2022-23 and FY 2023-24 Grant Agreement will be awarded.

E. DUTIES AND REQUIREMENTS

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

1. California Air Resources Board

CARB is responsible for the following:

- a. Selecting the Grantee.
- b. Providing policy direction and reviewing/approving proposed drafts of the Implementation Manual in consultation with the Grantee.
- c. Approving the Implementation Manual in a form and with content acceptable to CARB.
- d. Reviewing and approving work product such as solicitations for funding, technical grant agreements: Low Carbon Transportation (LCT) Funding Plan elements, presentations, reports, papers, and other needed work product during the administration of the Program.
- e. Participating in regular meetings with the Grantee to discuss the Program's administration duties, and status of technical projects.
- f. Reviewing, approving, denying, or returning all Grant Disbursement Request Forms (Form MSCD/ISB-90) for administrative funding.
- g. Selecting projects for funding that result from a solicitation.
- h. Reviewing, approving, or denying Grant Disbursement Request Forms (Form MSCD/ISB-90) for technical funding request from technical grantees.
- i. Facilitating payments to technical grantees after CARB approval of the Grant Disbursement Request Forms (Form MSCD/ISB-90).
- j. Providing project oversight and holding Grantee accountable (in conjunction with the Grantee).

2. The Grantee

The Grantee is responsible for assisting CARB in implementation of the Program 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 execution of ATDPP mission which is to support the demonstration and pilot of advanced technology vehicles, equipment and infrastructure projects that showcase potential for significant emission and cost reductions for end users. These phases are to be completed in a manner directed by CARB and on a timeframe as stated in the Grant Agreement.

The Grantee shall meet and comply with all applicable requirements of statutes and regulations, Funding Plans, CARB's Funding Guidelines, the solicitation for this Grant, and the Implementation Manual, including any future updates and/or revisions issued during the Term of this Grant Agreement. The Grantee must also ensure its employees, subgrantees, contractors and subcontractors meet all the aforementioned requirements, as applicable. Comply fully with all terms and conditions of this Grant Agreement.

The Grantee shall use best efforts and subject matter expertise in managing, overseeing and implementing the day-to-day administration of CARB's ATDPP, which includes support to the resulting projects that come from the FY 2021-22 solicitation, the scope of work outlined in the solicitation and overall support to the Program. The Grantee's responsibilities include, but are not limited to, the following tasks:

a. Project Planning and Implementation

Throughout the Grant Term, and in consultation with CARB, update and finalize the ATDPP Implementation Manual.

- i. Coordinate with CARB and project administrators for CARB's other technical projects, as necessary, to ensure expeditious implementation of all projects in a way that is in the best interest of the Program. This includes, but is not limited to, support disbursement request development, report creation, coordinating outreach efforts. assisting in the development of outreach materials, and event planning.
- ii. Participate in CARB-approved events (e.g., CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent ATDPP.
- iii. Assist CARB in hosting technical project review meetings and events that highlight demonstration and pilot projects.
- iv. Assist CARB in the implementation of the Program and in updating the heavy-duty and ATDPP sections the LCT Funding Plan 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 market
 - b) Market and technical analysis on commercialized and emerging advanced technologies that reduce or eliminate emissions of greenhouse gases with all types of heavy-duty vehicles, equipment, and supporting infrastructure to determine the state of technologies
 - c) Barriers and potential solutions
 - d) Recommendations to improve ATDPP
 - e) Recommendations to improve the Program
 - 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 advanced technology demonstration and pilot projects
- v. 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 ATDPP 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.
 - vi. Closely communicate with CARB to ensure that the most current status of technical projects is being reported to CARB.
 - vii. Support and help to inform CARB's determination of appropriate technical categories to pursue with future demonstration and pilot projects.
 - viii. Applying best efforts, and industry best practices and standards, Grantee will manage, oversee and administer quality control and timely delivery of technical grantee deliverables, ensuring that technical grantees fulfill their obligations and responsibilities under the technical grant agreements.

b. Public Outreach and Workforce Development

- i. Prepare outreach and educational materials, in consultation with CARB, and work with community based organizations (CBOs) to conduct public outreach necessary to educate local community members about the benefits of the local projects and about technical training opportunities that may result from such projects. All materials that are generated by the Grantee must be ADA-compliant, in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility

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

Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

- ii. Compliment CARB's outreach to businesses within disadvantaged communities that use conventional vehicles and equipment that can be replaced with advanced technology vehicles, equipment, and infrastructure.
- iii. Assist technical grantee's in implementing technical training components included in their Grant Agreements and provide CARB assistance in supporting technical training opportunities in and supporting disadvantaged communities.
- iv. Be able to provide translation services for CARB staff and documents to support the Program.
- v. In consultation with CARB develop a best practices manual for the proper implementation of CARB's demonstration and pilot projects.
- vi. Respond promptly to legislative and public requests regarding ATDPP in coordination with CARB.
- vii. Coordinate with manufacturers of advanced technology vehicles, equipment, and infrastructure.
- viii. Assist CARB in planning of public events that showcase the project.

c. Data Collection and Processing

- i. Ensure that data collection, as required by each technical grantee's Grant Agreement is being collected, processed, analyzed, and reported to CARB in a timely manner.
- ii. Support technical grantees in data collection efforts.
- iii. Keep Program data in compliance with all privacy requirements.
- iv. Consult and get CARB approval before the release of any data that has been collected during the course of the Program.
- v. Promptly respond to CARB's request for technical project data.
- vi. Promptly notify CARB if there is any request for project data.
- vii. Document findings from the technical projects.
- viii. Coordinate with other CARB data collectors and processors, as requested by CARB.

d. Recordkeeping and Reporting

- i. Establish and maintain Program records (see Section L[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 Program 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. Support CARB in mediating documents and webpages, as needed, to 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.
- iv. Develop a systematic process and schedule to back-up ATDPP database(s) each day, at a minimum.
- v. Develop and enforce security measures to safeguard ATDPP database(s).
- vi. Provide data updates to CARB upon request, which could include all project records
- vii. Provide periodic data summaries to CARB.
- viii. Provide monthly Status Reports to the CARB detailing incentives the status of all technical projects, anticipated reports to be issued and any upcoming disbursement requests. Where requested by CARB, Grantee will clarify, supplement, modify or update its monthly reports at no additional cost to CARB.
- ix. Under CARB direction develop templates for use by CARB and technical grantees to support such documents as final reports, quarterly reports, status updates, and disbursement tracking.
- x. If necessary, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds, by providing CARB with any information, documents, data, or other material needed to investigate or carry out such efforts.
- xi. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment and infrastructure.

e. Transition

- i. Develop and execute a Program Transfer Plan, as part of the Grantee's closeout duties, to ensure, in a form and format acceptable to CARB, a complete and timely transfer of information, funds, intellectual property, (including all licenses and rights), processes, materials, accounts, data and any websites to the next administrator on a timely basis. The Program Transfer Plan is subject to review, approval and acceptance by CARB, and at

CARB's request, Grantee shall promptly amend, modify or update the Program Transfer Plan. The Program Transfer Plan will include, at a minimum, the following tasks:

- a) Complete all tasks associated with the FY 2021-22 ATDPP closeout (See Section H [2] of the Grant Agreement);
 - b) Timely transfer ownership and control of all ATDPP data, intellectual property, funds, information, processes, materials, accounts and websites to CARB or (at CARB's option) to the CARB-selected new Grantee/administrator in a form, format and at a time acceptable to CARB (see Section O for more information).
- ii. Provide CARB with a Final Report that summarizes and evaluates total fund expended (including match, interest earned, and in-kind funds), status of all technical projects, actual emission reduction generated by the project, benefits to disadvantaged communities, outreach efforts, and implementation challenges, recommends potential Program improvements, and other items that will be provided by CARB (See Section H [2] of the Grant Agreement).
 - iii. Transfer and assign CARB all ownership and control of all webpage(s), databases, software or other intellectual property developed, licensed or purchased by the Grantee for the purposes of administering or implementing the Program, if requested (See Section O of the Grant Agreement).
 - iv. Once the Term of the ATDPP Grant Agreement has ended, the Grantee shall deliver all Program data to CARB or the subsequent Grantee in a format approved by CARB.

F. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to \$ XXX. 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 Grant fund 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) and the Grantee's administrative fee shall not exceed 10 percent of 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 administrative 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 and be in line with the Project Schedule (scope of work). If the Grant is formally amended, all line item shifts must be included in the amendment.

2. Project Funding

a. Advanced Technology Demonstration and Pilot Funding

The Grantee will not be required to be part of making payments to technical grantee's for completion of milestones in their technical grant agreements. The Grantee will help support and finalize technical grantee's Grant Disbursement Form (Form MSCD/ISB-90) and any needed backup documentation or reports for submittal directly from the technical grantee to CARB.

b. Grantee Administrative Fee (up to 10 percent of available funding)

The Grantee is eligible for administrative funding to support ATDPP implementation and support CARB's broader emission reduction goals. The Grant Disbursement requirements of section I.3. below shall apply in all instances. All payment requests are subject to the advance review and approval of an authorized representative of CARB. The following requirements also apply:

Invoices used to justify administrative fees to CARB must provide documentation in accordance with Section I (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. Invoices need to be based on actual costs incurred by the Grantee. Additional invoices or documentation shall be provided to CARB if warranted or if requested.

Documentation substantiating these costs must be maintained by the Grantee and provided to CARB upon request, as described in Section I (6) of this Grant Agreement. Furthermore, in consultation with CARB and subject to CARB's advance written approval, the Grantee may redirect any budgeted administrative fee to support an ongoing demonstration and pilot project.

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 I and K 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 administrative 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 I (6) and in Section L 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 administrative fee funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of administrative fee funds), necessary to assure the goals of the Program 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, in each instance, subject to CARB's advance review and approval, including review and approval of Status Reports and any accompanying deliverables. (See Section L, 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. 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 Agreement at any time with or without cause upon providing thirty days' written notice to the Grantee. In addition, CARB may terminate this Grant Agreement at any time without advance notice to Grantee if, CARB has determined that Grantee has breached any term or condition of this Grant Agreement. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall immediately cease all work, cease all expenditure of Grant funds and administrative fees, turn over all remaining Grant funds and all records, PII, intellectual property, documents, information and data relating to performance under this Grant, the use of the Grant funds, the project(s), or the Program, and as otherwise required by the Grant Agreement.

- b. 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 L of these provisions. Upon receipt of the Grant Disbursement Request form, and Status Report, and once all intellectual property and requested data and information has been transferred and assigned to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total Grant amount.
- c. CARB reserves the right, but not the obligation to issue a suspension order (stop work order) at any time. The 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 suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension. 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. Upon issuance of the suspension order, Grantee shall stop all work, unless otherwise specified in the suspension order. Suspension orders may be issued for any cause, including, but not limited to, Grantee exceeding budget, failure to perform in accordance with any provision of the Grant, work is out of scope, delays in the schedule, failure to meet any deadlines, negligence, and/or misrepresentations or suspected fraud of any kind. Upon receipt of a suspension order, Grantee must immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to CARB. Grantee shall resume the work only upon issuance of written instructions from CARB.
- d. CARB reserves the right to immediately terminate this Grant in accordance with Section P.
- e. Upon termination for whatever reason, any Grant 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 use or make the funds available in a manner consistent with applicable laws, policies and the applicable Funding Plan(s), which may include but is not limited to allocating the funds to other projects or awarding the Grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached.

6. Documentation of Administrative Fees

- a. Administrative fees shall be used to fund Grantee costs for administering ATDPP to manage the daily administration of the programs 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 administrative fee exceed 10 percent of the available funding. By signing this Grant Agreement, Grantee, represents, warrants, and certifies under penalty of perjury, that each and every request for payment is accurate, true and complete, and reflects only those costs that are reimbursable under the express terms or conditions of this Grant Agreement and applicable laws.

- b. The Grantee must maintain all supporting documentation and accounting of ATDPP administrative fees expended, transferred, held or used for implementation and outreach, including all of the following:
 - 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 ATDPP 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.
 - 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 administrative fees for ATDPP, the Grantee must have an official written policy regarding calculation of these

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

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 ATDPP 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 Grant funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on ATDPP funds must be reported to CARB. All interest income on ATDPP funds, including both technical project funds and administrative fee/outreach funds, must be reinvested in ATDPP in a manner approved by CARB. The Grantee is responsible for reporting to CARB everything that is funded with interest earned on ATDPP funds.
- b. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on ATDPP 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-ATDPP 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, 2025**.
- c. Documentation of interest earned on the ATDPP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on CARB approved projects must be retained for a minimum of three years after the interest-funded has been expended.
- d. The above documentation must be provided to CARB in a Status Reports and a Final Report. CARB, may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the Final Report, and Grantee shall fully cooperate and comply will all such requests.

8. In-Kind Services

The Grantee is encouraged to contribute in-kind services to improve the Program's effectiveness. "In-kind services," for the purposes of ATDPP, 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 Program 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 calendar 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 Agreement, 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 Grant 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 reduce the cost to the state to implement ATDPP and at CARB's discretion support active demonstration and pilot projects.
- b. The above documentation must be provided to CARB in a Final Report.

G. 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 in any manner 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 continued operation or 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 III).
- c. In addition to Status Reports (see Section L, 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 Program.
- 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.

H. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of Grant funds and use of administrative fees. 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.

I. 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. Grantee acknowledges, understands and agrees that any information contained in any Status Reports or other submissions provided by Grantee, or any of its officers, employees, agents, representatives, contractors or subcontractors, may be used by CARB or any of its third party representatives to verify compliance with the provisions of this Grant Agreement. Furthermore, Grantee acknowledges, understands and agrees that Status Reports submitted to CARB must include the following certification signed by a person with authority to make such a certification on behalf of the Grantee:

I certify, under penalty of perjury, that I have examined and am familiar with the information in the enclosed Status Report, including all attachments thereto. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements, representations, conclusions and information are true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false statements, claims or information to the State of California, including the possibility of criminal sanctions.

- c. The Grantee must provide a Status Report to CARB detailing activity on the Program including the status of current technical projects, status funds used in technical projects and current issues with administration and with the technical projects.
 - i. Summary report-
 - 1) Current status of each of the technical projects that are being administered by the Grantee, including current milestone(s) being achieved, status of Grant funds, if any match funding has been used by the technical grantees, problems being encountered and status of the technical project's timeline
 - 2) Status of any outreach efforts being planned or completed since the last report
 - 3) Status of any administrative tasks required by CARB such as report templates, translations services, or ADA remediation
 - 4) Status of data collection for each of the technical projects, reports on data collected so far for each technical project and plans for future data collection efforts

- 5) Status of any CARB funds being held by the Grantee including earned interest
- d. The Status Report provides a mechanism for the Grantee to validate the use of administrative funding needed to implement the ATDPP program. 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.
- e. Every Grant Disbursement Request Form (Form MSCD/ISB-90) shall be accompanied by a Status Report that documents work toward completion of a milestone specified in Exhibit B, Attachment II.
- f. 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 at the end of this Grant Agreement.
- b. The Final Report must include, at a minimum:
 - i. Total fund expenditures documentation (including but not limited to administrative fee, match and in-kind funds).
 - ii. Status of any ongoing technical projects.
 - iii. Summary of all technical projects that have been completed.
 - iv. Outreach and educational efforts.
 - v. Implementation challenges.
 - vi. Recommendations for potential Program improvements.
 - vii. 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.

J. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.

2. CARB or its designee may recoup Grant funds in accordance with Section P.8. of this Grant Agreement, or due to misinformation, misrepresentation or fraud. CARB also reserves the right to prohibit any entity from participating in ATDPP due to non-compliance with Program requirements or due to misinformation, misrepresentation or fraud.
3. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work, violation of any Grant Agreement or technical grant agreement provision, and/or misrepresentation or fraud carried out by any of the technical grantees, or by any of Grantee's contractors, subcontractors, employees, agents, affiliates, officers or representatives. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of each technical grant agreement and this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB.

K. PROJECT RECORDS

As further described below, Program records include but are not limited to Grantee, financial, and incentive records. All Program records must be retained for a period of three (3) years after final payment under this Grant. All Program records are subject to audit pursuant to Section P(4) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all Program 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 ATDPP containing:

- a. Original executed copy of the ATDPP Grant Agreement and Grant Agreement Amendments (if applicable).
- b. CARB approved Implementation Manual.
- c. Copies of Grantee's Grant Disbursement Request Forms and back up documentation.
- d. Documentation of earned interest generation and expenditure (see Section I(7) for more information).
- e. Communications between CARB and the Grantee, communications between the technical grantee and the Grantee, and communications between CARB and the technical grantees.
- f. Copies of all deliverables from the technical grantees.

- g. Copies of any decision that CARB has made in support of technical projects such as minor changes in project scope, changes in timeline, or line-item shifts.
- h. Data that has been collected during the implementation of technical projects that result from the FY 2021-2022 ATDPP solicitation.
- i. Any documents, files or webpages that have been created to support the outreach of ATDPP.
- j. Presentations, pamphlets, posters, videos, or other electronic media used to support ATDPP.
- k. Establish an official file for ATDPP which shall adequately document all significant actions relative to the project.
- l. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of Grantee.

2. Financial Records:

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

- a. Establish separate accounts which will adequately and accurately depict all amounts received and expended on ATDPP.

L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, project data, or other intellectual property developed, licensed or purchased by the Grantee for the purposes of administering, managing, developing or implementing ATDPP shall be transferred and permanently assigned to CARB or, at CARB's sole discretion, to a new grantee selected by CARB if the Grant Agreement is terminated, cancelled or expires, or if Grantee is replaced by a different grantee to manage the ATDPP. It will be the Grantee's responsibility to immediately turn over this property and information to CARB no later than 10 business days prior to the termination, cancellation or expiration of this Grant Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition.

M. GENERAL PROVISIONS

1. Total Agreement; Entirety. 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.
2. Modification; Amendment. No amendment or variation of the terms or conditions of this Grant Agreement shall be valid or of any force or effect unless made in writing, and signed and approved by authorized representatives of both Parties.

3. Americans with Disabilities Act (ADA) Language: Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee and/or its contractors, subcontractors or subgrantees, 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, including as specified in Exhibit (insert exhibit # here) or (list items here) (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, along with its contractors, subcontractors and subgrantees, 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.

Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors and subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement.

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 signed by authorized representatives of both Parties.
5. Audit: Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, or any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years from the date of termination, cancellation or expiration of this Grant, unless a longer period of records retention is stipulated by both Parties. Grantee agrees to allow such California

designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees of Grantee who might reasonably have information related to such records. Further, Grantee agrees to include in all subgrant agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure Grantor has the ability and right to audit records and conduct interviews of any and all subgrantees, contractors and subcontractors in relation to performance and use of funds under this Grant Agreement.

6. Compliance with law: The Grantee agrees that it will, at all times, comply with, and require its contractors, subcontractors and subgrantees 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.
7. Additional Remedies for Grantee's Non-Compliance: Without limiting any of its other remedies, CARB may, for Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All Project Schedule and scope of work tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, CARB, without limiting its other remedies, is entitled to repayment of all funds paid to Grantee if the Grantee does not timely complete all Project Schedule and scope of work tasks to the reasonable satisfaction of CARB.
 - a. Grantee understands, acknowledges and agrees that failure to comply in whole or in part with the Project Schedule, with Section P (General Provisions) of this Grant Agreement or with applicable federal, state and local air quality rules, regulations and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation or termination of the Grant Agreement, whichever occurs later. If Grantor determines, within its sole and absolute discretion, that Grantee is in breach or has breached any of its obligations to remain in said compliance, then Grantee, immediately upon demand, shall pay Grantor, as liquidated damages, the full amount of all Grant funds previously paid to date. The parties agree that quantifying the losses arising from Grantee's breach is inherently difficult insofar as breach may cause Grantor irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This provision shall apply even if there is a concurrent

noncompliance or violation of air quality rules, regulations or laws caused by a third party.

- b. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.
8. 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 and shall remain in compliance with all such laws during the Term of this Grant Agreement. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.
9. Disputes: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB. Grantee staff or management will work in good faith with CARB staff and 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.
10. Environmental Justice: In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations of the State of California. Equal access, includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state or federal law.
11. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of California 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.

- a. Grantee shall not commingle Grant funds with any other accounts, revenues, grants, donations or funds. Maintain all Grant funds in a separate bank account designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank account must be held in the name of the Grantee (the official non-profit corporate name, and not a dba), and no other person or entity. Grant funds are not the assets of the Grantee and shall not be used, obligated or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Grantee, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Grantee shall ensure that the Grantor is designated in writing as a third-party beneficiary of all bank accounts in which Grant funds are maintained.

12. 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, civil unrest, strikes, government declaration of emergency, national- or State-declared pandemics, lockouts, fire, flood, earthquakes, or other physical natural disasters. 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, in which case Grantee shall immediately return all remaining Grant funds to CARB, cease all expenditure of Grant funds, and turn over all documents, records, deliverables intellectual property and other information in relation to this Grant.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately 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.

An event of force majeure does not relieve a Party from any of its liabilities which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination of the Grant Agreement.

13. 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.

14. Russian Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. Grantee, its contractors, subcontractors, subgrantees, employees, agents, affiliates and assigns, are each required to comply with Executive Order N-6-22 and all federal laws pertaining to transactions involving Russia. Failure to comply with any such federal law or the EO is a breach of this Grant Agreement and grounds for immediate termination. Termination shall be at the sole discretion of CARB. Grantee represents, warrants and agrees, by signing this Agreement, that Grantee and each of its contractors, subcontractors, subgrantees, affiliates, agents, employees and assigns shall comply at all times with EO N-6-22 and all federal laws pertaining to transactions with Russia. Grantee further represents, warrants and agrees that neither Grantee nor any of its contractors, subcontractors, subgrantees, affiliates, agents, employees or assigns (i) are targets of economic sanctions imposed in response to Russia's actions in Ukraine, (ii) are involved in any transaction in violation of any provision or requirement of EO N-6-22 or any federal law pertaining to Russia or (iii) are in violation of any other federal law or laws pertaining to any entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN List. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN List. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Failure to comply could result in civil monetary penalties of up to the greater of \$250,000 or twice the amount of the underlying transaction may be imposed administratively against any person who violates, attempts to violate, conspires to violate, or causes a violation of E.O. 13660, E.O. 13661, E.O. 13662, E.O. 13685, or the Regulations. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.
15. Grantee's responsibility for work: The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors or subgrantees. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant, including, but not limited to, payment disputes with contractors, subcontractors, subgrantees, employees, agents, affiliates, suppliers and providers of services. Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. Grantee shall not use Grant funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees or other third parties.

- a. All subcontracts must be submitted to CARB for review prior to execution. For subcontracts that are listed as “to be determined” in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.
- b. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
- c. Upon request, Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
- d. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and no subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.
- e. The Grantee’s obligation to pay its subcontractors is an independent obligation from CARB’s obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any subcontractor. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Grant Agreement.
- f. All subcontracts must, at a minimum, incorporate all of the following:
 - i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
 - ii. A detailed budget and timeline.
 - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
 - v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.

- vi. Language conforming to all of the requirements of Section P of this Grant Agreement.
 - g. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.
16. Grantee's requirements for electric vehicle charging infrastructure and equipment: The requirements of this section do not apply to any of the following:
- a. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
 - b. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 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
 - c. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Prior to executing sub-grant agreements, Grantee must ensure the following requirements are included in all subgrantee agreements and or other agreements pursuant to this Grant:

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

- i. 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 sub-grantee's authorized representative; and
- ii. 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 subgrantee, 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.

17. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, and expenses, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of, resulting from or related to any actions or inactions

Grantee or any of its contractors, subcontractors, subgrantees, affiliates, employees, officers, agents and assigns, including but not limited to the operation of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified or used with Grant funds.

18. Independent Actor: The Grantee, its agents, employees, affiliates, contractors, subcontractors, suppliers, subgrantees, officers and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or CARB.
19. Funding Limitation: Grantee is prohibited from using or authorizing the use of CARB funds to aid or support any religious creed, sect, church, or sectarian purpose pursuant to California Constitution, article XVI, section 5. Grantee is also prohibited from using or authorizing the use of 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 or termination of an existing grant agreement.
20. Equipment/Vehicle Ownership: Equipment, acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors or representatives, is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements or tools purchased, used or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the term. Equipment shall be returned to CARB upon cancellation, termination or expiration of this Grant Agreement, which ever occurs first, and CARB shall solely determine the future use of all Equipment.
21. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and all of its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns 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, nor shall any employee be discriminated against or harassed based on a request for or because of taking family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns

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, its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns, shall give written notice of their, its, his, her obligations under this clause to all labor organizations with which there exists collective bargaining or other agreement.

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

22. Disadvantaged communities: The Grantee, for the purposes of this program and all projects, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>.
23. No third-party rights: This Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in, or grants remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
24. Ownership: All information, data, documents, intellectual property, including but not limited to webpages received, managed or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.
25. Cumulative Remedies: The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
26. Paragraph Headings: The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Grant Agreement.
27. Construction: This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
28. Confidentiality and Data Security: Except as required by applicable law, or as otherwise expressly authorized by 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.

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

- a. All information or data gathered pursuant to this Grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
- b. The Grantee certifies that it has appropriate systems and controls in place to ensure that Grant 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 or other intellectual property laws.
- c. Information or data, including but not limited to personally identifiable information (PII) and all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant state or federal statutes and regulations. The Grantee shall safeguard all such information, records, applications and data which comes into its possession under this Grant Agreement in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
- d. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this Grant, including without limitation, agreeing not to disclose or otherwise permit access to such information or data by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- e. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that the Grantee, its employees, contractors, subcontractors, subgrantees, affiliates, officers, agents and assigns are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
- f. The Grantee must ensure that the Grantee's employees, contractors, subcontractors and subgrantees are informed of the confidential nature of any shared information or data and ensure by written agreement that such individuals and entities are prohibited from (i) copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than fulfillment of this Grant,

and (ii) from taking any action otherwise prohibited under any provision or section of this Grant Agreement.

- g. The Grantee shall limit access to information and data gathered pursuant to this Grant only to necessary employees to perform their job duties in fulfillment of the Grant Agreement provisions.
- h. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
- i. The Grantee must notify the Grantor promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof, by any person other than those authorized by this document.
- j. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
- k. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this Grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without first obtaining the written consent of an authorized representative of CARB or except as otherwise authorized by this Grant Agreement.
- l. The Grantee must not use, without CARB written approval, any CARB materials, data, information, PII or documentation for any purpose other than for the sole purpose of performing Grantee's duties and obligations under this Grant Agreement.
- m. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this Grant.
- n. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and to state or federal officials where required by applicable laws.
- o. The Grantee must provide CARB all pass phrases/passwords used for private keys to encrypt data used, produced or acquired in the course of performing duties under this Grant Agreement.
- p. The Grantee must sign all non-disclosure and confidentiality agreements as provided by CARB and shall require employees, contractors and subcontractors to do the same when requested by CARB.
- q. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct

its own independent investigation, and that the Grantee shall cooperate fully in such investigations.

- r. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the acts or omissions of Grantee or any of its employees, agents, officers, contractors, subcontractors or subgrantees, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to state or federal officials. If applicable law requires, or if CARB determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- s. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests.
- t. The Grantee shall ensure that confidential, sensitive and/or PII information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- u. Grantee assumes all responsibility and liability for the security and confidentiality of the PII and confidential information under its control.
- v. Rights to Data: Grantee acknowledges, accepts and agrees that as between Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation and materials shall remain the exclusive property of the Grantor, and Grantee has a limited, non-exclusive license to access and use said information as provided to Grantee solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials or information, including user tracking and exception data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by Grantee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by any Grantee or third-party service, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.

- w. Grantee certifies, represents and warrants that:
- i. Its data and information security standards, tools, technologies and procedures are sufficient to protect such information and data.
 - ii. Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 - (1) The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - (2) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Grantee's plan to correct any negative findings shall be made available to the Grantor upon request;
 - (3) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the Grantor upon request; and
 - (4) Privacy provisions of the Federal Privacy Act of 1974.
 - iii. Compliance with industry standards and guidelines applicable to the work performed under the Grant Agreement. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

29. Prevailing wages and labor compliance: Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. 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 Grantee and all subgrantees.

30. Professionals: Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement, where such services are called for and licensed professionals are required for those services under California law.

31. Assurances: CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's contractors, subcontractors, employees, agents, officers, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

32. Authority: Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.
33. 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.
34. Timeliness: Time is of the essence in the performance of this Grant Agreement. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner. Grantee is required to take timely actions which, taken collectively, move the projects and the Program to completion. The Grantor, reserves the right, without the obligation, to periodically evaluate the Program and the Project Schedule. If Grantor determines (1) the Grantee is not being diligent in completing any of the tasks or (2) the time remaining in this Grant Agreement is insufficient to complete all tasks within the Term, Grantor terminate this Grant Agreement in whole or in part, solely within its discretion, without prejudice to any of CARB's rights or remedies.
35. 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.
36. 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 Grantor provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
37. 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, including the Grant Application.
38. Survival: Those terms, conditions, provisions and exhibits which by their nature should survive termination, cancellation or expiration of this Grant Agreement, shall so

survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions.

N. 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 any part of 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.

- i. Inadequate Insurance -- Inadequate or lack of insurance does not negate the Grantee's obligations under the grant.

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, and each subgrantee, shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 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 \$1,000,000 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.

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.

- c. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

- 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.
- e. Inadequate Insurance - Inadequate or lack of insurance does not negate the Grantee’s obligations under the grant.

Attachment I – Budget Summary

Grantee:

Project: Advanced Technology Demonstration and Pilot Project

	Tasks For task descriptions see Exhibit B Attachment 4	CARB Funding Administration Funds	Projects Match: Cash	Projects Match: In-Kind
Grantee	Advanced Technology Demonstration and Pilot Project Administration
...	Subtotal
...	Grant Total Funding Amount

Disbursement of Funds:

Administration Fees

The Grantee shall receive administrative funding in accordance with Section I(2)(b) of this Grant Agreement.

Attachment II – Project Schedule

Grantee:

Project: Advanced Technology Demonstration and Pilot Projects

Detailed Scope of Work and Schedule

Task	Date	Administrative Fee
Tasks 1 thru 1.X General Funds: Advanced Technology Demonstration and Pilot Project	...	\$XXX
Task 1.1 Execute Grant Agreement
Task 1.2 Complete Implementation Manual
Task 1.3 Outreach and Education
...
Task 1.9 Final Report
TOTAL	...	\$XXX

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 III – Key Project Personnel

Grantee:

Project: Advanced Technology Demonstration and Pilot Project

Name	Position	Duties
...
...
...
...