

APPENDIX B

**Sample Grant Agreement**

**Clean Off-Road Equipment Voucher Incentive  
Project (CORE)**



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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.

Exhibit A

**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) and the Grantee Application Package. This includes all provisions, roles, and responsibilities identified in the current Clean Off-Road Equipment Voucher Incentive Project (CORE) Terms and Conditions and the CORE Implementation Manual as amended from time to time.
- C. Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and California Air Resources Board (CARB) as a funding source for CORE. 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 can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.



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

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

Project Title: Clean Off-Road Equipment Voucher Incentive Project (CORE)

Authorized Officials: XXX

Title: XXX

Total Funding: XXX

**E. GRANT PARTIES AND CONTACT INFORMATION**

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

Todd Sterling  
California Air Resources Board  
Mobile Source Control Division  
P.O. Box 2815  
Sacramento, California 95812  
Phone: (279) 208-7178  
Email: [todd.sterling@arb.ca.gov](mailto:todd.sterling@arb.ca.gov)

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

Name:  
Title:  
Address:  
Phone:  
Email:

**F. TIME PERIOD**

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by both Parties. Performance on this Grant ends once the Grantee has submitted the final report or if this Grant is terminated, whichever is earlier.
2. 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.
3. Upon completion of the project, the Grantee shall submit a draft final report to the Project liaison no later than **[date]** (See Section L, Reporting of this Grant Agreement).
4. Final request for payment and Final Report shall be received by CARB no later than **[date]** (See Sections I and L of this Grant Agreement).
5. CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this grant if, by **January 1, 2027**, 75 percent of project funding has not been reserved in the form of CORE incentive fund vouchers (incentive funds or vouchers) issued by the Grantee. In the event of such termination, Section I of these provisions shall apply.
6. 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.
7. The "Term" of this Grant Agreement is from **[date]** through and including **[date]**. 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.

**G. OPTION FOR NEW GRANT AGREEMENT FOR FY 2023-24 AND 2024-25**

CARB, in its sole discretion may exercise the option to award a new Grant Agreement for each of the following two fiscal years (FY 2023-24 and FY 2024-25) as specified in Grant Agreement Number GXX-CORE-XX. The Grantee understands and agrees that there is no guarantee that the FY 2023-24 or FY 2024-25 Grant Agreement will be awarded. In the event that either

FY 2023-24 or FY 2024-25 Grant Agreement is awarded, the voucher processing fee will not exceed 7 percent of awarded funds.

## **H. DUTIES AND REQUIREMENTS**

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

### **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. Evaluating and approving vehicles and equipment for CORE eligibility. CARB is responsible for working closely with vehicle and equipment manufacturers to determine vehicle and equipment eligibility.
- f. Determining equipment voucher amounts and providing this information to the Grantee.
- g. Participating in regular meetings with the Grantee to discuss the Project administration, refinements and to guide implementation.
- h. Reviewing and approving project elements provided by the Grantee, such as the CORE vouchers webpage, voucher payment verification, and progress reports.
- i. Reviewing, approving, denying, or returning all Grant Disbursement Request Forms (Form MSCD/ISB-90).
- j. Facilitating payments to Grantee after CARB approval of the Grant Disbursement Request Forms (Form MSCD/ISB-90).
- k. Providing project oversight and holding Grantee accountable (in conjunction with the Grantee).
- l. Verifying that applicant is in compliance with all applicable regulations when the applicant is unable to present a DOORS certificate or additional compliance checks.

## 2. The Grantee

The Grantee is responsible for implementation of the Program as approved by the Board as part of the FY 2022-23 Funding Plan for Clean Transportation Incentives (Funding Plan). The Grantee's responsibilities encompass three phases to ensure the efficient execution of the mission and proper distribution of CORE vouchers for eligible equipment: project development, project implementation, and project reporting. These phases are to be completed in a manner directed by CARB and on a timeframe as stated in the Grant Agreement.

The Grantee 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 and comply fully with all terms and conditions of this Grant Agreement.

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

### a. Project Planning and Implementation

- i. Throughout the Grant Term, and in consultation with CARB, update and finalize the CORE Terms and Conditions and the Implementation Manual.
- ii. Develop a policies and procedures document and flow chart that describes the Grantee's administrative action for processing vouchers. Examples include details on acceptable supporting documentation, and protocols for recording CARB case-by-case approvals.
- iii. At the discretion of CARB, implementing a prequalification mechanism to allow consumers to receive the appropriate voucher for eligible vehicles and equipment as close to the time of purchase as possible.
- iv. Coordinate with CARB and project administrators for CARB's other projects, as necessary, to ensure streamlined implementation of all projects in a way that is easy for the consumer to understand. This includes, but is not limited to, revising definitions as necessary, coordinating outreach efforts, applications, grant agreements, and redemption documentation, and assisting in the development of outreach materials.
- v. Participate in CARB-approved events (e.g. CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent CORE.

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- vi. Help to develop, implement and host public events that showcase eligible equipment for interested stakeholders and the public as appropriate.
- vii. Facilitate the engagement of stakeholders, including underserved communities and priority populations during technical project implementation.
- viii. Support CARB with future CORE solicitations. This may include such activities as workgroup preparation, meeting support, and stakeholder engagement.
- ix. Support CARB in responding to questions from the Governor's office, Legislature, or other state agencies.
- x. Support CARB in determining compliance with AB 794 (Chapter 748, 2021), if applicable, which requires that the fleets that purchase new drayage and short haul trucks (defined below) through CARB programs meet specified labor standards.
  - a) **Drayage Trucks:** Class 7-8 heavy-duty trucks transporting containerized, bulk, or break-bulk goods, empty containers or chassis' to and from California's intermodal seaports and railyards.
  - b) **Short-haul trucking service:** means movement of goods by truck within a 150-air-mile radius of the normal working reporting location while in service within the state
  - c) **Truck:** is a "motor truck" or "motortruck", the same as defined in California Veh. Code section 410; a motor vehicle designed, used, or maintained primarily for the transportation of property;
  - d) And for the purpose of attesting to compliance with labor laws per AB 794 those trucks
    - have a Gross Vehicle Weight Rating (GVWR) of 8,501 pounds or more; and
    - exclude pickup trucks, the same as defined in California Veh. Code section 471, a motor truck with a manufacturer's gross vehicle weight rating of less than 11,500 pounds, an unladen weight.
- xi. Establish a standardized data collection regime for all CARB funded projects, which is consistent with CARB policies, and applicable state and federal laws.
- xii. Assist CARB in data collection and reporting as required, including the use of CORE Funds into the California Climate Investments Reporting and Tracking System (CCIRTS).



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- xiii. Collect data for dashboards and portals.
- xiv. Assist in the tracking of zero-emission vehicle and equipment sales by manufacturer in California and in other states as needed to understand zero-emission technology demand and funding needs and in light of regulatory requirements.
- xv. Support the technical Grantees in submitting data to the programs project data collection tool.
- xvi. In consultation with CARB and its technical Grantees, assess options for including equity elements into the Program.
- xvii. At the discretion of CARB, help engage vehicle and equipment manufacturers to understand current technological trends in the market.
- xviii. Assist CARB in updating the three-year heavy-duty investment strategy and the LCT Funding Plan on an annual basis starting with the FY 2023-24 Funding Plan by providing information to CARB upon request. Information requested by CARB may include, but not limited to, the following:
  - a) Status of the heavy-duty 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 equipment, and supporting infrastructure to determine the state of technologies;
  - c) Barriers and potential solutions;
  - d) Develop metrics to show progress in implementing zero-emission technologies in the heavy-duty and off-road sectors;
  - e) Prepare Industry Examples (case studies) that provide current examples of successful implementation of zero-emission heavy-duty equipment, and supporting infrastructure;
  - f) Recommendations to improve CORE and heavy-duty incentives programs;
  - g) Role of incentives and how incentive programs can complement existing and future regulatory measures;
  - h) Review other heavy-duty incentive programs from CARB and other State and Federal agencies that support the commercialization and deployment of advanced clean heavy-duty equipment and technologies;

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- i) Coordinate with heavy-duty equipment technology providers and end user fleets, to forecast sales; and
  - j) Document findings and update the three-year heavy-duty investment strategy.
- xix. Assist CARB in updating the CORE chapter of CARB's Funding Plan on an annual basis starting with the FY 2023-24 Funding Plan by providing information and support to CARB upon request.
  - xx. Support and help to inform CARB's determination of appropriate base voucher amounts for eligible equipment and enhancement amounts outlined in the Implementation Manual.
  - xxi. Support CARB efforts to implement the recommendations of the February 2021 report by the California State Auditor, "Improved Program Measurement Would Help California Work More Strategically to Meet Its Climate Change Goals". This includes, but is not limited to, collecting and tracking data that distinguishes between the benefits of incentives and complementary regulations, and the extent to which CORE incentives motivate a fleet purchase decision.
  - xxii. Closely communicate with CARB to ensure that the most current equipment eligibility list is being used.
  - xxiii. Evaluate, help CARB develop, and/or implement innovative strategies to deploy advanced clean equipment that will help reduce barriers to adoption, such as cost, lack of knowledge with new technologies, insurance requirements, maintenance, and infrastructure. Strategies include equipment lease solutions, financing, secondary lease market for zero-emission equipment and other innovative strategies that will help support the purchase of zero-emission heavy-duty equipment by small fleets and in disadvantaged communities.
  - xxiv. Gather and provide cost information to help support CARB's determination of the estimated aggregated cost of new conventionally-fueled vehicles or equipment that could perform the same function as the vehicles or equipment for which manufacturers seek eligibility. This information will be used to calculate the incremental cost. This will be performed for each eligible equipment category outlined in the Implementation Manual and reviewed periodically as market shifts take place. This cost will be determined on an equipment-specific basis and informed by discussions with fleets and other stakeholders, market data, and/or other relevant information.
  - xxv. Meet all applicable requirements of statutes and regulations, Funding Plans, CARB's Funding Guidelines<sup>1</sup>, this solicitation, Appendix B:

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

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Sample Grant Agreement, the final Grant Agreement, and the CORE 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](http://www.arb.ca.gov/msprog/aqip/aqip.htm).

- xxvi. Apply best efforts, and industry best practices and standards, Grantee will manage, oversee and administer quality control and timely delivery of deliverables, ensuring that voucher recipients, dealers, and subcontractors fulfill their obligations and responsibilities under the Terms and Conditions.

### **b. Public Outreach and Workforce Development**

- i. Prepare outreach and educational materials, in consultation with CARB, and work with community-based organizations (CBOs) to:
  - a) Conduct statewide 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.
  - b) Conduct statewide public outreach necessary for the Project to be successful.
  - c) Conduct statewide public outreach to equipment dealers and fleets and work with community-based organizations (CBOs) necessary for the Project to be successful.
  - d) Advise CARB on potential additional opportunities for outreach and technical assistance.
- ii. The Grantee shall clearly identify an outreach plan that contains, at minimum:
  - a) The types of outreach planned (e.g. printed materials, web based, and social-media);
  - b) Outreach materials, such as fact sheets, infographics, and other multimedia tools, such as videos, readily accessible on the website or social media platforms;
  - c) Translation services for CARB staff and documents to support the Program;
  - d) Targeted outreach in disadvantaged communities (based on CalEnviroScreen 4.0 );
  - e) A list of CBOs by region that will partner with the Grantee;
  - f) A strategy to support organizations and groups that are representative of disadvantaged communities and that are

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connected to a network of similar organizations, institutions and community service providers to provide education, technical assistance, ride opportunities, etc. to these communities;

- g) A strategy to engage lower-income and disadvantaged communities through activities relevant to the community being served;
  - h) A strategy to increase the awareness of fleets and dealers of the incentives to spur the adoption of advanced clean heavy-duty vehicles and equipment statewide and to support dealerships and manufacturers in reaching out to sales staff and consumers to ensure widespread awareness of the program;
  - i) Dealer trainings (possibly on site) and public question and answer sessions;
  - j) Conduct technical assistance to fleets to spur the adoption of advanced clean heavy-duty vehicle and equipment statewide. Technical assistance could include one-on-one support, fleet case management, fleet electrification reports, personalized referrals and personalized follow up and must include:
    - 1) A statewide technical assistance program that will assist fleets in the planning necessary to adopt advanced clean heavy-duty vehicles and equipment; and
    - 2) Collecting fleet information and lessons learned through interactions to encourage continuous improvements to the services provided, marketing techniques, and industry relationships needed to execute the adoption of advanced clean heavy-duty equipment.
  - k) Interaction with fleets through focus groups or other mechanisms to gain a better understanding of fleet requirements and barriers to zero-emission heavy-duty equipment adoption.
- iii. Execute Memorandums of Understanding or other agreements with regional or centralized community-based organizations to support local organizations that conduct on-the-ground outreach and education activities that support CORE.
  - iv. Develop/maintain a user-friendly public website that may be hosted by CARB, the Grantee, or a CARB approved third party. The website, and all content posted thereto must be ADA-compliant, in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of

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the World Wide Web Consortium at a minimum Level AA success criteria. The website must include, at a minimum:

- a) General project information and instructions on how to participate;
  - b) A list of eligible equipment, and associated voucher amount;
  - c) Voucher request and voucher redemption forms which include terms and conditions to which purchasers must attest or commit;
  - d) Real-time voucher statistics, including vouchers requested and vouchers redeemed, dollars awarded by funding source, available and expended funds, location of voucher, and other statistics as defined by CARB such as equipment type and location, vocation, and either where purchased or domiciled;
  - e) A mapping tool that provides a visual representation of where vouchers are being requested and/or disbursed;
  - f) User survey data to display information such as demographics, buying experience, motivations to purchase, decision-making process, etc., upon request by CARB;
  - g) Applicable documents and forms related to the Project;
  - h) Other information to support fleets including infrastructure funding information and links to other funding sources;
  - i) Track the number of zero-emission equipment, ordered and deployed in California as part of CORE and other incentive programs administered by CARB and other public agencies; and
  - j) Track and analyze or the number of jobs created as a result of the equipment supported by CORE.
- v. Develop, make available, and distribute language-specific and culturally-appropriate materials, to be determined by CARB which will be used for the effective implementation of CORE. Language-specific materials must include, but are not limited to, the following:
- a) Outreach and education materials;
  - b) Website;
  - c) Owner requirements;
  - d) Terms and conditions agreement forms;
  - e) Frequently asked questions; and
  - f) Grantee contact information.

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- vi. Train and approve equipment dealers for participation in CORE based upon eligibility criteria identified in the Implementation Manual.
- vii. Respond promptly to legislative and public requests regarding CORE in coordination with CARB.
- viii. Work with equipment manufacturers to create a list of dealerships authorized to submit voucher requests and receive CORE voucher payments.
- ix. Develop methodology to ensure that authorized dealerships respond to requests from fleets and track and respond to complaints made against individual dealers.
- x. Organize outreach events to showcase zero-emission off-road equipment technology including displays of zero-emission off-road equipment.
- xi. Develop and provide outreach materials, to be determined by CARB, which will be used to help inform fleets and stakeholders about how to access CORE, describe advanced clean technologies, and/or acknowledge California Climate Investments as a source of funding. Outreach materials may include, but are not limited to, the following:
  - a. Posters;
  - b. Stickers; and
  - c. Pamphlets, flyers, and banners.

### **c. Voucher Distribution and Processing**

- i. Ensure participating equipment manufacturers, equipment dealers, purchasers and lessees meet all applicable CORE requirements.
- ii. Support three-year ownership and lease-term requirements by promptly identifying and reporting voucher recipients who are at risk of not meeting the requirements to CARB.
- iii. Track and report equipment resale inquiries to CARB.
- iv. Contact voucher recipients/equipment operators that have or will potentially sell their equipment early (See Section J of the Implementation Manual).
- v. Review required documentation prior to voucher redemption. Required documentation may be modified at CARB's sole discretion. Documents include, but are not limited to, the following:
  - a) Signed Final Purchase Agreement – must show the final purchase price less the voucher amount and any other additional incentive funding. It must also provide line items listing:

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- 1) Vehicle or equipment base price;
  - 2) Price of equipment upgrades (i.e., non-standard features);
  - 3) Sale price of any other equipment supported by CORE;
  - 4) Voucher discount, including all voucher enhancements itemized; and
  - 5) All applicable taxes and fees.
- b) Financing/Lease Documentation – copy of check, money transfer receipt, financing/loan agreement identifying the lien holder, and/or lease contract indicating terms of lease.
  - c) DMV Registration or application, which includes:
    - 1) California registration;
    - 2) GVWR; and
    - 3) California License plate number.
  - d) Delivery Bill of Lading – must be signed and dated at delivery location.
  - e) Line Setting Ticket (Factory Build Sheet) – manufacturer issued indicating GVWR.
  - f) Digital photos of vehicle or equipment showing:
    - 1) Vehicle/equipment from left side – showing completed vehicle/equipment with applicable numbering;
    - 2) Engine tag – with engine serial number (ESN) & Engine Family Number (EFN);
    - 3) VIN tag,
    - 4) Equipment Identification Number (EIN); and
    - 5) Odometer.
  - g) CORE Equipment Inspection signed by authorized dealer or Grantee representative.
  - h) Site plans and cost documentation for supporting infrastructure if requested by CARB.
  - i) Equipment must have no more than 500 hours at time of the equipment inspection/new purchase.
  - j) Label placed on or in any zero-emission equipment or vehicle or equipment stating that no on-board fuel-fired heaters or auxiliary motors that emit any vehicle or equipment exhaust

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emissions or fuel-based evaporative emissions are present on the vehicle or equipment.

- k) Documentation to demonstrate that voucher applicants are in compliance with all applicable federal, state, and local air quality rules and regulations, including, but not limited to the CARB Truck and Bus Regulation (title 13, California Code of Regulations (CCR), section 2025) and In-Use Off-Road Diesel-Fueled Fleets Regulation (title 13, CCR, section 2449 et.seq.), and other CARB regulations relating to off-road equipment.
  - l) Documentation to demonstrate that voucher applicants are compliant with applicable regulations and meet specified labor standards.
  - m) Documentation of other funding sources for voucher applicants proposing to use multiple grant or incentive funding sources including information on the name of the funding source, amount of funding requested, and what portions of the purchase will be covered by the funding. Follow the CORE Implementation Manual and CARB's guidance to determine if co-funding is allowed with the proposed funding source.
- vi. Coordinate with other funding programs, including but not limited to, the Carl Moyer Memorial Air Quality Standards Program, Prop 1B Goods Movement Emission Program, Volkswagen Environmental Trust Funding, AB 617 Community Air Protection Program, and Funding Agricultural Replacement Measures for Emissions Reductions (FARMER) Program funds, to ensure that fleets are not inappropriately accepting multiple funding sources.
  - vii. Determine if voucher requests meet the criteria of funding set-aside for certain equipment or fleet types, or follow protocol described in the Implementation Manual and by CARB to administer set-aside funds.
  - viii. Use the criteria in the Implementation Manual to review and approve or disapprove voucher requests and document this process in each project file.
  - ix. Require the purchaser/lessee and dealer to sign and date the CORE Voucher Request Form and provide all necessary information including fleet size and revenue information.
  - x. Establish safeguards to ensure CORE participants (i.e., equipment manufacturers and purchasers) conform to all applicable terms and conditions set forth in the Implementation Manual.
  - xi. Distribute voucher payments to vehicle and equipment dealers for eligible vehicle and equipment purchases.



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- xii. The Grantee will develop a mechanism to notify the electric utility for the service area of the voucher recipient/equipment operator of any plug-in equipment purchase plans, based on the details of voucher requests. The utility will be able to determine if there are any infrastructure requirements and upgrades needed to successfully utilize the additional zero-emission equipment. The Grantee will facilitate coordination between the utility/energy provider and the purchaser to ensure the necessary infrastructure installation or upgrades take place successfully.
- xiii. Establish a process to coordinate with the Energy Commission's EnergIIZE program.
- xiv. Establish and maintain accounting procedures to track funding reservation and expenditures by grant award, fiscal year, and funding source.
- xv. Establish a process for returned voucher funds as a result of uncashed voucher checks, prorated returns, cancellations, etc.
- xvi. Establish a contingency list if the Project becomes oversubscribed and CARB determines a waiting list is appropriate.
- xvii. Continue the redemption process for reserved vouchers from prior Grant Agreements.

### **d. Data Collection, Processing, and Display**

- i. Collect data, as needed, from CARB-funded programs to populate requested dash boards and data portals in a timely manner.
- ii. Track zero-emission vehicle and equipment population in California and provide data visualization, hosting, and download capabilities for public access.
- iii. Develop and display dashboards and portals to exhibit data from multiple CARB-funded programs, providing data visualization, hosting, and download capabilities for public access.
- iv. Keep Program data in compliance with all privacy requirements.
- v. Consult and get CARB approval before the release of any data that has been collected.
- vi. Promptly respond to CARB's request for data.
- vii. Promptly notify CARB if there is any request for project data.
- viii. Coordinate with other CARB data collectors and processors, as requested by CARB.

**e. Recordkeeping and Reporting**

- i. Establish and maintain voucher records (see Section N(3) of this Grant Agreement).
- ii. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus three years. Upon completion of the required record-retention period, the Grantee must submit all Project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
- iii. Support CARB in remediating 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 CORE database(s) each day, at a minimum.
- v. Deploy and enforce security measures to safeguard CORE data and information (see Appendix B: sample Grant Agreement for further details).
- vi. At the discretion of CARB, develop and conduct project participant surveys, including an annual vehicle and equipment user survey/questionnaire (Questionnaire) and hour usage reporting tool, that characterizes vehicle and equipment usage and evaluates fleet user satisfaction with CORE-funded equipment; and provide a summary of responses which includes survey statistics. Grantee will, at minimum:
  - a) Develop and implement an effective mechanism for voucher recipients/equipment operators to respond to the surveys, including the satisfaction and usage Questionnaire, annually for three years from the equipment purchase date;
  - b) Conduct quality control for collected survey data, and provide to CARB as part of the periodic CORE Status Report; and
  - c) Provide a mechanism, which should be outlined in the Grantee's transfer plan, for subsequent Grantees to continue collecting such data from fleets for a three-year period after voucher redemption.
- vii. Provide CARB a summary of survey responses which includes survey statistics.

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- viii. Acquire key telematics data from CORE-funded equipment as required, except military vehicles and equipment for a minimum of three years from the equipment purchase date collecting hours of operation within and outside of disadvantaged community census tracts. Grantee must provide a mechanism for subsequent Grantees to continue collecting such data from fleets for a three-year period after voucher redemption (See Section D of the Implementation Manual).
- ix. Track vouchers issued to vehicles and equipment domiciled in AB 1550 (Gomez, Chapter 369, Statutes of 2016) census tracts in a manner directed by CARB and outlined in the Implementation Manual.
- x. Provide data updates to CARB upon request, which could include all voucher records.
- xi. Provide periodic data summaries to the public via a method approved by CARB.
- xii. Provide monthly Status Reports to the CARB detailing project activity, disbursement request received, disbursement requests expected to be received, vouchers approved for ordered vehicles and equipment and redeemed for purchased vehicles and equipment (See Section L of this Grant Agreement); and other deliverables as defined by CARB.
- xiii. Provide information, upon request, to individuals or organizations that wish to appeal a voucher denial to CARB.
- xiv. If necessary, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds, by providing CARB with any fleet information, purchaser information, documents, data, or other material needed to investigate or carry out such efforts.
- xv. Support CARB in efforts to track the distribution of State funds used to support the development, deployment, and commercialization of eligible vehicles and equipment.
- xvi. Maintain a project file that documents all activity in the project including completion of milestones, issues that projects are encountering and solutions, disbursements, minor changes to scope of the project, CEQA documents, correspondence with CARB and project partners, and all other relevant documents.
- xvii. Provide CARB with an annual report that summarizes project activity during that time, project vehicles, equipment and infrastructure usage, problems encountered, resolutions to problems as well as on-going challenges.

**f. Transition**

- i. Develop and execute a project 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 Project Transfer Plan. The Project Transfer Plan includes at a minimum the following tasks:
  - a) Process vouchers for all of FY 2022-23;
  - b) Complete all tasks associated with the FY 2022-23 CORE closeout (See Section K of this Grant Agreement);
  - c) Process vouchers for FY 2023-24 for up to three months or until the subsequent Grantee is prepared to process vouchers; and
  - d) If applicable, transfer CORE data, intellectual property, funds, information, processes, materials, accounts, records, and websites to CARB or (at CARB's option) to the new Grantee/administrator selected by CARB according to the CARB approved transfer plan and in a form, format and at a time acceptable to CARB (See Section N, PROJECT RECORDS of this Grantee Agreement).
- ii. Once the term of the CORE grant agreement is nearing completion, (or, at CARB's discretion, prior to termination, cancellation, or expiration of the Grant Agreement), the Grantee shall implement the preapproved transition (or transfer) plan and deliver all project data to CARB or at CARB's discretion, to the subsequent Grantee in a format approved by CARB.
- iii. Once the term of the CORE Grant Agreement has ended and if a subsequent Grant Agreement has been awarded to the Grantee, the Grantee shall continue the voucher redemption process for unredeemed vouchers as part of the subsequent Grant Agreement.
- iv. Provide CARB with a Final Report that that encompasses the three-year term of the grant agreement or any extensions, that summarizes and evaluates total funds expended (including match, interest earned, and in-kind funds), vehicles and equipment funded, benefits to disadvantaged communities, outreach efforts, implementation challenges, and recommends potential Program improvements (See Section L of this Grant Agreement).

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- v. Once the term of the CORE Grant Agreement has ended, the Grantee shall deliver all project data to CARB or the subsequent Grantee in a format approved by CARB.
- vi. 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 CORE, if requested (See Section O, INTELLECTUAL PROPERTY of this Grant Agreement).
- vii. Provide and transfer all ownership, use, intellectual property and licensing rights to CARB, including but not limited to all webpage(s), publications, data, copyrights, logos, patents, algorithms, websites, domain names, tradenames, databases, software or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing CORE, if requested (See Section N, PROJECT RECORDS of this Grant Agreement).
- viii. No information or data received or generated under this grant or subsequent Grant Agreement shall be released without CARB's approval (see Section P, GENERAL PROVISIONS of this Grant Agreement).

## I. 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) for vehicle and equipment vouchers and Grantee voucher processing fee shall not exceed the Grant amount.
- c. The total funding may be reallocated at CARB's sole discretion in the event that the Grantee requests less than the total 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.

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- e. There are several budget set-asides for incentives for zero-emission equipment.

**Budget Categories**

Category	GGRF	APCF	Totals
Heavy-Duty CORE	\$199,662,862	...	\$199,662,862
Heavy-Duty CORE	...	\$86,453,000	\$86,453,000
CORE Pro Landscaping	\$30,000,000	...	\$30,000,000

**2. Project Funding**

- a. **Voucher Processing Fee (up to five (5) percent of the total project amount)**

The Grantee shall receive voucher processing fees on the following schedule:

- i. Up to 30 percent of voucher processing fees at the time the Grant Agreement is signed and upon availability of funds for outreach, dealer training, and other project start-up costs.
- ii. Up to 5 percent of voucher processing fees after completion of dealer trainings, finalization of the CORE Implementation Manual, and the CORE website is fully functional.
- iii. Up to 10 percent of voucher processing fees after 25 percent of voucher funding is committed via vouchers issued.
- iv. Up to 5 percent of voucher processing fees after 50 percent of voucher funding is committed via vouchers issued.
- v. Up to 5 percent of voucher processing fees after 75 percent of voucher funding is committed via vouchers issued.
- vi. Up to 10 percent of voucher processing fees after all voucher funding is committed via vouchers issued.
- vii. Up to 5 percent of voucher processing fees after 25 percent of voucher funding is committed via vouchers expended.
- viii. Up to 5 percent of voucher processing fees after 50 percent of voucher funding is committed via vouchers expended.
- ix. Up to 5 percent of voucher processing fees after 75 percent of voucher funding is committed via vouchers expended.
- x. Up to 10 percent of voucher processing fees after all voucher funding is committed via vouchers issued.

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- xi. The final 10 percent (100 percent cumulative) of voucher processing fees after the following tasks have been completed:
  - a) 100 percent of vehicle and equipment voucher funding is expended.
  - b) CARB has received all information, documentation, and data, including intellectual property, needed to ensure continued smooth implementation of CORE (See Section N, PROJECT RECORDS of this Grant Agreement).
  - c) CARB has received a Final Report documenting vehicles and equipment paid for by the program and fulfillment of all project commitments (see Section L, REPORTING of this Grant Agreement).

CARB will have the sole discretion to accelerate the timeline for allowable disbursements of voucher processing fees identified above (with the exception of the final voucher processing fee disbursement) necessary to assure the goals of the Project are met. With the exception of the initial 50 percent of voucher processing fees provided for project start-up, all voucher processing fees provided to the Grantee shall be on a reimbursement basis and requires cost summaries approved by CARB for completed tasks and/or eligible expenses. The Grantee must provide documentation of actual processing costs incurred for the first 50 percent of voucher processing fees before additional voucher processing fees will be provided.

Invoices used to justify voucher processing fees from CARB must provide documentation in accordance with Section I 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 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 of this Grant Agreement. Furthermore, in consultation with CARB and subject to CARB's advance written approval, the Grantee may redirect any voucher processing fees to fund additional vouchers for eligible vehicles and equipment.

### **3. Grant Disbursements**

- a. Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in Sections H and I 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

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voucher processing fee funds) only when the Grantee has submitted a Grant Disbursement Request Form (Form MSCD/ISB-90), milestones stipulated in Exhibit B, Attachment II, the requirements established herein including Section I 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 voucher processing fee funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of voucher processing fee funds), necessary to assure the goals of the Project are met.

- b. The Grantee shall initially submit an unsigned Grant Disbursement Request Form to the CARB project liaison to complete a Grant disbursement request package pre-review. After the CARB project liaison completes the pre-review.
- c. The Grantee shall submit a signed Grant Disbursement Request Form to the CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov), with a cc to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation.
- d. The Grantee shall not submit disbursement requests from June 1 through August 15 of each year.
- e. 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.
- f. 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.
- g. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- h. CARB will withhold payment of ten percent of voucher processing fees, as identified in Section I of this Grant Agreement, until completion of all work, all intellectual property has been relinquished to CARB in accordance with Sections K and N of these provisions, CARB has received



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

### **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, personally identifiable information (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 grant suspension order (stop work order) at any time. The grant suspension order will be in effect until the dispute has been resolved or the Grant has been terminated. If the Grantee chooses to continue work on the Project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension. 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.

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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(37).
- e. Upon termination for whatever reason, vehicle or equipment voucher funds must be immediately returned to CARB.

### **5. Contingency Provision**

In the event this Grant is terminated for whatever reason, CARB Executive Officer or designee reserves the right in his or her sole discretion to 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 Voucher Processing Fees**

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

In no event shall the voucher processing fee exceed five (5) percent of the total project amount. 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.

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<sup>2</sup> 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

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- b. The Grantee must maintain all supporting documentation and accounting of CORE voucher processing 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 CORE 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 voucher processing fees for CORE, the Grantee must have an official written policy regarding calculation of these costs. The Grantee must maintain documentation for all costs referenced in the indirect cost calculation formula.
- c. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final CORE 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 CORE funds must be reported to CARB. All interest income on CORE funds, including both vehicle and equipment voucher funds and voucher processing fee/outreach funds, must be reinvested in CORE to fund additional vouchers for eligible vehicles and equipment. The Grantee is responsible for reporting to CARB on all vehicles and equipment funded with interest earned on CORE funds.

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- b. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on CORE 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-CORE 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 **[date]**.
- c. Documentation of interest earned on the CORE funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on eligible vehicles and equipment must be retained for a minimum of three years after the interest-funded voucher has been redeemed.
- d. The above documentation must be provided to CARB in 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 CORE, 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

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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.

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- 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 K (DOCUMENTATION OF EXPENDITURE OF STATE FUNDS) of this Grant Agreement.
- l. Grantee shall remit to CARB any unused portion of the advance payment and interest earned on the advance payment by either [date] or the reversion date of the appropriation, whichever is earlier.

### 10. Grantee Match Funding

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

## J. 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

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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 IV).
- 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 Project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the Project schedule must be requested in writing to CARB Project Liaison and approved by CARB, in its sole discretion and may require a formal Grant amendment.

### K. 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 and equipment funding has been expended and prior to the Grantee receiving their last disbursement of voucher processing funding.

### L. 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,

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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 Project including the vehicles and equipment and associated voucher amounts assigned and redeemed to date and any implementation issues. The Status Report must include the following components:
  - i. Excel spreadsheet of vehicles and equipment funded for the reporting period – format and data fields to be agreed upon by the Grantee and CARB. Data fields will include, but are not be limited to, Vehicle Identification Number (VIN) or Equipment Identification Number dealership city and zip code, physical address or domicile address of the vehicle or equipment, census tract, and air district in which the vehicle or equipment is to be domiciled, vehicle or equipment type, make and model, and purchase date.
  - ii. Additionally, at a minimum of three-month intervals, the Status Report must include telematics data as specified within the Implementation Manual pursuant to Section E.
  - iii. Summary report-  
Heavy-Duty CORE and CORE Pro Landscaping must be reported separately.
    - a) Number of voucher requests received, approved, in-process, and pending.
    - b) Number and dollar amount of vouchers issued by equipment type.
    - c) Number, dollar amount, and percentage of vouchers issued by vehicle or equipment type, model, purchase price and voucher amount.
    - d) Number, dollar amount, and percentage of vouchers requested and redeemed by fleet size, purchaser revenue,



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disadvantaged business enterprise status, and demographic information for the business owner including race/ethnicity, gender.

- e) Summary or visualizations to describe the demographics of the communities where CORE funded vehicles or equipment are domiciled, including race/ethnicity and socioeconomic data.
  - f) Graph of vouchers issued by vehicle or equipment model and month.
  - g) Number of vouchers per Air District.
  - h) Number of vouchers and dollar amount provided to vehicles and equipment meeting disadvantaged community eligibility as defined by CARB as specified in the Implementation Manual.
  - i) Track and report which Senate and Assembly district vehicles and equipment are domiciled, along with the corresponding legislative representative.
  - j) Other financial incentives received (other than tax vouchers), if applicable.
  - k) Earned interest (See Section I of this Grant Agreement).
  - l) Remaining grant funding and unspent interest.
- iv. Grantee voucher processing fee summaries, if applicable.
  - v. Identified problems or concerns and proposed solutions, if applicable.
- d. The Status Report provides a mechanism for the Grantee to justify a need for additional CORE funding from CARB. The Status Report must be submitted monthly but may be provided on an as needed basis to justify additional funding from CARB. The first Status Report must be submitted one month after the Grant Agreement is fully executed or when requesting additional disbursement of funds, whichever is sooner.
  - 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:

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- i. Total fund expenditures documentation (including but not limited to vehicle or equipment voucher funds, voucher processing fee, match and in-kind funds).
  - ii. Excel spreadsheet of any vehicles and equipment funded not previously included in a Status Report (see Status Report).
  - iii. Summary report of all equipment funded by CORE for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports - see Status Report).
  - iv. Summary of the number, dollar amount, and percentage of vouchers redeemed by purchaser fleet size, purchaser revenue, and purchaser disadvantaged business enterprise status.
  - v. Total fund expenditures of CORE funding per source of funding and fiscal year.
  - vi. Total vouchers and funding amounts benefitting Disadvantaged Communities.
  - vii. Telematics data as specified within the Implementation Manual pursuant to Section E.
  - viii. VIN for each vehicle purchased (if applicable).
  - ix. Equipment Identification Number
  - x. Outreach and educational efforts.
  - xi. Implementation challenges.
  - xii. Recommendations for potential Program improvements.
  - xiii. 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.

### **3. Other Reporting**

- a. The Grantee must provide data in support of other CARB needs such as request from legislators, governor's office, data reporting needed by Greenhouse Gas Reduction Fund reporting requirements and other data needs such as regulatory development.
- b. Detailed jobs creation data (aka. jobs reporting) will be required to be submitted. The required data may include the top three funded project activities by cost, percent of total project budget associated with each of the top three project activities, job classifications or trades, job training

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credentials earned, number of jobs provided, total project work hours, average hourly wage, total number of workers that completed job training, description of job quality (e.g., benefits provided such as health care and paid time off), and targeted hiring strategy used. The Grantee shall track and report information on employment outcomes from funded projects that provide jobs or job training, including:

- i. Job classifications or trades
- ii. Job training credentials
- iii. Number of jobs provided (in full and for disadvantaged and low-income communities)
- iv. Total project work hours (in full and for disadvantaged and low-income communities)
- v. Average hourly wage (in full and for disadvantaged and low-income communities)
- vi. Total number of workers that completed job training (in full and for disadvantaged and low-income communities)
- vii. Description of job quality (e.g., benefits provided such as health care and paid time off)
- viii. Targeted hiring strategy

## **M. 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 of this Grant Agreement, or due to misinformation, misrepresentation or fraud, or for which a Grantee, manufacturer (including vehicle or equipment manufacturer), technology provider, retailer, or vehicle/equipment purchaser is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in CORE due to non-compliance with Project requirements or due to misinformation 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.

## N. PROJECT RECORDS

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

### 1. Grantee Record:

The Grantee shall retain a combined file for CORE containing:

- a. Original executed copy of the CORE 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 of this Grant Agreement 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 CORE solicitation.
- i. Any documents, files or webpages that have been created to support the outreach of CORE.
- j. Presentations, pamphlets, posters, videos, or other electronic media used to support CORE.
- k. Establish an official file for CORE 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 project 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 CORE.

3. Voucher Records:

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

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

**O. 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 CORE 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 CORE. 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.

**P. GENERAL PROVISIONS**

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties.
2. **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by the Grantee and/or by any of 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, , as specified in any attached Exhibits (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

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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 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).

3. CARB may request documentation from the Grantee 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.
4. 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.
5. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.
6. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the prior written consent of an authorized representative of Grantor in the form of a formal fully executed written amendment.
7. **Audit:** Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the Bureau of State Audits, or any of their respective designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years from the date of termination, cancellation or expiration of this Grant, unless a longer period of records retention is determined necessary by CARB or any state designated representative. Grantee agrees to allow such California designated representatives (including auditors) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include 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.

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8. **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.
9. **Availability of funds:** Grantee acknowledges, agrees and understands that Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.
10. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors, subcontractors and subgrantees to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
11. **Confidentiality:** No record which has been designated as confidential by CARB, shall be disclosed by the Grantee.
12. **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: 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.
  - 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 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

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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



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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

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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:
    - a) The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - b) 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;
    - c) 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
    - d) Privacy provisions of the Federal Privacy Act of 1974.

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- 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.
13. **Conflict of Interest:** The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will 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.
14. **Construction:** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
15. **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.
16. **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-4.0>.
17. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. 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 resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
18. **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

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treatment of people of all races, cultures, and income levels, including minority populations and low-income population 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 and federal laws.

19. **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 Project 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.
20. **Force Majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing 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 event of force majeure, the Grantee must recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by

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the event of force majeure. An event of force majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event nor is any Party relieved from those obligations which survive termination of the Grant Agreement.

21. **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.
22. **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.
23. **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.
24. **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.

25. **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 CARB or the State of California.

26. **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.

a. **General Provisions**

- i. **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.
- ii. **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.
- iii. **Premiums, Assessments and Deductibles** – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- iv. **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.
- v. **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.
- vi. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.

- viii. **Use of Subcontractor** – In the case of the Grantee’s utilization of subcontractors to complete the Grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State equal to policies, coverages, and limits required of the Grantee.
2. **Grant Insurance Requirements:** The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance:
- a. **Commercial General Liability** – The Grantee, 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.
  - c. **Workers Compensation and Employers Liability** – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
  - d. **Crime Insurance** – Crime insurance requirements are negotiable at CARB’s sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first and third party theft for state-owned or leased property in

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the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

27. **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 sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, genetic information, sexual orientation, sex, gender, gender identity, gender expression, veteran or military status, medical condition, (including HIV and AIDS) marital status, age (over 40) 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 all employees and applicants for employment are free from and not subject to 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 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall give written notice of their, its, his, her obligations under this clause to labor organizations with which there exists a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, agreements, and subcontracts to perform work under this Grant Agreement.
28. **No Third Party rights:** This Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
29. **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 C – Grant Solicitation Package
  - e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.
30. **Ownership:** Ownership: All information, data, documents, intellectual property, including but not limited to webpages received, managed or generated by the



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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.

31. **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.
32. **Prevailing Wages and Labor Compliance:** If applicable, the Grantee agrees to be bound by and comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861), including but not limited to those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of any work under or for this Grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
33. **Professionals:** For projects involving installation or construction services, the 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.
34. **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. Failure to comply is a breach of this Grant Agreement and grounds for termination. 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 (OFACs) 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

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website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

35. **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.
36. **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
37. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
38. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
39. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

**Exhibit B, Work Statement  
Grant No.: GXX-CORE-XX**

**Attachment I – Budget Summary**

**Grantee: XXX**

**Project: Clean Off-Road Equipment Voucher Incentive Project**

**Total Costs & Funding**

<b>Total Costs &amp; Funding Funding Source</b>	<b>Amount</b>	<b>Voucher Processing Fees</b>	<b>Equipment Voucher Funds</b>
Greenhouse Gas Reduction Funds: HD CORE	...	...	...
Air Pollution Control Fund: HD CORE	...	...	...
Greenhouse Gas Reduction Funds: CORE Pro Landscaping	...	...	...
<b>TOTAL</b>	...	...	...

**Disbursement of Funds:**

**Equipment Voucher Funding**

The Grantee shall receive equipment voucher funding in accordance with Sections I of this Grant Agreement

**Voucher Processing Fees**

The Grantee shall receive voucher processing fee funding in accordance with Section I of this Grant Agreement.

## Attachment II – Project Milestones and Disbursement Schedule

Grantee: XXX

Project: Clean Off-Road Equipment Voucher Incentive Project

Milestone	Milestone Description	Funding Amount from GGRF	Funding Amount from APCF
...	<b>Voucher Processing Fees<sup>1</sup></b>	...	...
1.0	Sign Grant Agreement with CARB <sup>1</sup>	Up to 50 percent	Up to 50 percent
1.1	Completion of fully-functional voucher request and redemption website; Finalized Implementation Manual; Completion of Dealer Trainings	Up to 5 percent	Up to 5 percent
1.2	25 Percent of Voucher Funding Committed via Vouchers Issued	Up to 5 percent	Up to 5 percent
1.3	50 Percent of Voucher Funding Committed via Vouchers Issued	Up to 5 percent	Up to 5 percent
1.4	75 Percent of Voucher Funding Committed Via Vouchers Issued	Up to 5 percent	Up to 5 percent
1.5	100 Percent of Voucher Funding Committed Via Vouchers Issued	Up to 5 percent	Up to 5 percent
1.6	25 Percent of Voucher Funding Expended	Up to 5 percent	Up to 5 percent
1.7	50 Percent of Voucher Funding Expended	Up to 5 percent	Up to 5 percent
1.8	75 Percent of Voucher Funding Expended	Up to 5 percent	Up to 5 percent
1.9	Voucher Fund Disbursement Complete; Receipt of Intellectual Property and Data; Receipt of Final Report	10 percent	10 percent
...	<b>Equipment Voucher Funding<sup>1</sup></b>	...	...
2.0	Sign Grant Agreement with CARB <sup>2</sup>	Up to 20 percent	Up to 20 percent
2.1	Ongoing disbursement of voucher funds <sup>3</sup>	Up to 80 percent	Up to 80 percent
<b>GGRF Subtotal</b>	...	<b>\$</b>	...
<b>General Fund Subtotal</b>	...	<b>\$</b>	...
<b>Total</b>	...	<b>\$</b>	...

<sup>1</sup>Subject to advanced payment requirements.

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<sup>2</sup>The initial disbursement of equipment voucher funds and voucher processing fee funds will be released once funds become available.

<sup>3</sup>Project funds will be disbursed in accordance with the instructions identified in Section I of this Grant Agreement.

Attachment III – Project Schedule

Grantee: XXX

Project: Clean Off-Road Equipment Voucher Incentive Project

Detailed Scope of Work and Schedule

Work Task	Start Date	Completion Date
<b>Task 1.1 Execute Grant Agreement</b> – Sign Grant Agreement with CARB; submit to CARB one original copy of fully executed Grant Agreement.	...	...
<b>Task 1.2 Complete Implementation Manual</b> – Finalize Implementation Manual and update voucher application forms <sup>1</sup> .	...	...
<b>Task 1.3 Outreach and Education</b> – Outreach and education, including robust outreach activities in disadvantaged communities.	Ongoing	Ongoing
<b>Task 1.4 Update Implementation Manual</b> – (in a manner directed by CARB), Clean Off-Road Equipment Incentive Project webpages, and CORE database; accept voucher applications; process and disburse vouchers; initiate enforcement process for 36-month ownership requirement by identifying and reporting at-risk voucher recipients; initiate enforcement for maximum voucher requirement; tracking and reporting vehicle/equipment resale inquiries and voucher in disadvantaged communities; and contacting voucher recipients that have, or will potentially sell their vehicle or equipment early, to request repayment of the prorated voucher amount. Submit a mechanism for receiving annual activity reports and questionnaires to CARB for approval. See Section G of this Grant Agreement for detailed tasks.	...	Until voucher funding is depleted
<b>Task 1.5 Provide CARB Status Reports</b>	Every month or when requesting additional funds, whichever is sooner	
<b>Task 1.6</b> – Provide CARB with CORE intellectual property and data needed to ensure smooth implementation of CORE in future years.	...	
...	...	
<b>Task 1.9 Final Report</b>	...	

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

Attachment IV – Key Project Personnel

Grantee: XXX

Project: Clean Off-Road Equipment Voucher Incentive Project Incentives Implemented through CORE

Name	Position	Duties