

**DRAFT**

**Appendix A: Draft Grant Agreement**

**(Selected Grantee NAME HERE): Third Party Administrator for F-Gas Reduction Incentive Program (FRIP)**



This Sample Grant Agreement is provided as an illustration of the terms that may be included in a Grant Agreement with CARB and is subject to change at CARB's sole discretion. Grant Applicants shall not change any of these terms or conditions.

## EXHIBIT A

### GRANT AGREEMENT TERMS AND CONDITIONS BY AND BETWEEN THE CALIFORNIA AIR RESOURCES BOARD AND [\_\_\_\_INSERT GRANTEE NAME HERE]

This Grant Agreement ("Grant", "Grant Agreement" or "Exhibit A") 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", the "State" or the "Board") and the [\_\_\_\_] (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement. The Parties agree as follows:

#### 1. PURPOSE

- a. CARB shall provide funding from the Greenhouse Gas Reduction Fund and General Fund pursuant to the Budget Act of 2022 (Ting, Chapter 249, Statutes of 2022) for the F-gas Reduction Incentive Program ("Program") to Grantee to establish and administer the \$40 million F-gas Reduction Incentive Program ("Project") as provided in Exhibit B, as referenced below.
- b. In the order of precedence set out herein below, Grantee agrees to comply with all of the terms, provisions and conditions contained in this Grant Agreement ("Exhibit A") as well as the following Exhibits incorporated into and made a part of this Grant Agreement by this reference:
  - i. Exhibit B: Statement of Work:
    - 1) Attachment I: Budget Summary
    - 2) Attachment II: Project Schedule
    - 3) Attachment III: Key Project Personnel
  - ii. Exhibit C: Fiscal Year 2022-2023 Funding Plan
  - iii. Exhibit D: FRIP Grant Solicitation for which the Grantee's Application was received
  - iv. Exhibit E: FRIP Technical Funding Guidelines
  - v. Exhibit F: Grantee Application Package
    - 1) Attachment A: Work Plan
    - 2) Attachment B: Budget
    - 3) Attachment C: Schedule
  - vi. Exhibit G: [INSERT ANYTHING ELSE RELEVANT].

#### 2. TERM; TERMINATION; AMENDMENTS

- a. **Term.** The term of this Grant Agreement ("Term") commences the date this Grant Agreement is executed by authorized representatives of both Parties (the "Effective Date") and terminates on [date], unless terminated or cancelled sooner per the terms of this Grant Agreement. Grantee's performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties.

- b. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft final Status Report to the CARB Project Liaison no later than **December 1, 2026** pursuant to Section 9 of this Grant Agreement. Grantee's performance shall be deemed complete on the date CARB approves the final Status Report. A final request for payment and final Status Report must be received by CARB no later than **March 1, 2027** (See Section 9 of this Grant Agreement for additional details).
- c. **Termination**
- i. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by Grantor upon providing thirty (30) days advance written notice.
  - ii. **Termination for Cause by Grantee.** Upon providing thirty (30) days advance written notice to Grantor, this Grant Agreement may be terminated by Grantee if Grantor has breached a material provision of the Grant Agreement.
  - iii. **Termination for Cause by Grantor.** This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee, or any of the Grantee partners, consultants, contractors, subcontractors, employees, representatives, agents, officers, affiliates, or Grant Recipients (i.e., subgrantees, technical grantees, voucher recipients or awardees of any Grant Funds) has breached any of the terms or conditions of this Grant Agreement or has violated or are in violation of any of his, her, their, its respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third party beneficiary.
    - 1) **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant. These circumstances will be solely determined by CARB and include, but are not limited to:
      - a) Failure to comply with any of the provisions of the Grant, including Exhibits.
      - b) Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
      - c) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
      - d) Misuse of Grant Funds.
      - e) Funding of ineligible activities or other items.
      - f) Exceeding the allowable Grant Fund or Implementation Funds allotment.
      - g) Insufficient, incomplete, or faulty documentation.
      - h) Failure to provide required documentation or reports

requested from CARB, or other State agencies, in a timely manner.

- i) Poor performance as determined by a review or fiscal audit.
- 2) **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
  - a) Within fourteen days of any request, timely develop and implement a corrective action plan.
  - b) Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, Grant Recipients and employees to immediately cease all work and spending.
- iv. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant Funds, the Project and the Program, as well as any other materials requested by CARB or as otherwise required by any of the provisions of this Grant.
- v. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another CARB-selected third-party administrator or designee.
- vi. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, Grantee shall immediately cease all work, and cease all expenditure of Grant Funds and Implementation Funds.
- vii. 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 submit a final Grant Disbursement Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment 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 authorized amount for the Implementation Funds and, where payments are being requested on behalf of a Grant Recipient, then no payment shall exceed the total authorized amount

for the Grant Funds.

- d. **Contingency Provision.** In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to use or make the Grant 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 Grant 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.
- e. **CEQA.** CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under this Grant Agreement. No work may be initiated 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 with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.
- f. **Amendments.** This Grant Agreement may only be amended by a written amendment to this Grant Agreement which has been fully executed by authorized representatives of both Parties.

### 3. GRANT AMOUNT

- a. The total Grant fund amount ("Grant Funds") is set out in the Grant Cover Sheet to which this Exhibit A (Grant Agreement) is attached. The Grant Funds are also set out in Exhibit B (Attachment I: Budget Summary).
- b. The administration of Grant Funds is set out in Section 8 below.

### 4. PROJECT REPRESENTATIVES

The Project Representatives during the term of this Grant Agreement are as follows:

California Air Resources Board:

The CARB Project Liaison is [ \_\_\_INSERT NAME\_] and correspondence regarding this Grant Agreement or performance shall be directed to:

[Name]  
[Title], [Division]  
P.O. Box 2815  
Sacramento, California 95812  
Phone: (916) xxx-xxxx  
Email: [x.x@arb.ca.gov](mailto:x.x@arb.ca.gov)

Grantee:

The Grantee Liaison is [ \_\_\_INSERT NAME\_], and correspondence regarding this Grant Agreement or performance shall be directed to:

[Name of Project Representative]

[Title], [Division]  
Address  
City, CA [Zip]  
Phone:  
Email:

## 5. GENERAL DUTIES AND REQUIREMENTS

This Section generally sets out the respective duties and requirements of CARB and the Grantee in implementing the Project and Program under this Grant Agreement. More detailed duties and responsibilities are set out in other Sections of this Grant Agreement.

- a. **California Air Resources Board.** CARB is responsible for the following:
  - i. Selecting the Grantee.
  - ii. Providing policy direction and reviewing/approving proposed drafts of the Implementation Manual in consultation with the Grantee.
  - iii. Approving the required or requested plans, policies or procedures manuals in a form and with content acceptable to CARB.
  - iv. Reviewing and approving work product, including but not limited to solicitations for funding, Grant Recipient agreements, Funding Plan elements, presentations, reports, papers, and other needed work product during the administration of the Project.
  - v. Participating in regular meetings with the Grantee to discuss the Grantee's administrative duties and responsibilities, the Project, and status of Grant Recipient projects.
  - vi. Reviewing, approving, denying, or returning all Grant Disbursement Request Forms (Form MSCD/ISB-90) for Grantee's administrative funding and for the Grant Recipient funding.
  - vii. Selecting Grant Recipient projects for funding that result from a solicitation, except where Grantee is required to do so per direction from CARB.
  - viii. Reviewing, approving, or denying Grant Recipient Disbursement Request Forms (Form MSCD/ISB-90) for Grant Recipient funding requests from Grant Recipients administered or managed by Grantee, except where Grantee is required to do so per direction from CARB.
  - ix. Facilitating payments to Grantee after CARB approval of the Grant Disbursement Request Forms (Form MSCD/ISB-90).
  - x. Providing project oversight and holding Grantee accountable (in conjunction with the Grantee).
- b. **The Grantee.** The Grantee and its representatives shall:
  - i. Perform or cause to be performed, in a timely manner, all Project work as described in this Grant Agreement, as well as Exhibit B.
  - ii. Comply with all applicable requirements of statutes and regulations under federal and California laws;
  - iii. Comply with all terms, provisions, and conditions of this Grant Agreement, including all incorporated documents, and fulfill all

assurances, declarations, representations, and statements made by Grantee in the Grantee application materials (Exhibit F) and as reflected in the Solicitation (Exhibit D).

- iv. Require Grantee's employees, officers, directors, agents, assigns, affiliates, representatives, Grant Recipients, contractors, subcontractors, and consultants to meet all the aforementioned requirements, as applicable.
- v. The Grantee shall use best efforts and subject matter expertise in managing, overseeing, and implementing the day-to-day administration of the Program, which includes support to the resulting projects that come from all Grant Recipients solicitations, the scope of work outlined in said solicitations and overall support to the Program. The Grantee's responsibilities include, but are not limited to, the following tasks:
  - xi. Project planning and implementation throughout the Term, and in consultation with CARB, assist with updating and finalizing required or requested plans, policies, and procedures manuals in a form and with content acceptable to CARB.
  - vi. Coordinate with CARB and project administrators for CARB's other projects, as necessary, to ensure expeditious implementation of all projects in a way that is in the best interest of the Program. This includes, but is not limited to, support disbursement request development, report creation, coordinating outreach efforts. assisting in the development of outreach materials, and event planning.
  - vii. Participate in CARB-approved events (e.g., CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent the Program.
  - viii. Assist CARB in hosting Grant Recipient project review meetings and events that highlight the Project and the Grant Recipient projects.
  - ix. Assist CARB in the implementation of the Program and in updating the Program sections of the Funding Plan on an annual basis by providing timely relevant information to CARB upon request. Information requested by CARB may include, but is not limited to, the following:
    - 1) Status of the market;
    - 2) Market and technical analysis on commercialized and emerging advanced and relevant technologies that reduce or eliminate emissions of greenhouse gases with various types of vehicles, equipment, and supporting infrastructure to determine the state of technologies;
    - 3) Barriers and potential solutions;
    - 4) Recommendations to improve the Program;
    - 5) Role of incentives and how incentive programs can complement near-term regulatory measures;
    - 6) Review other related incentive programs from CARB and other local, state and federal agencies that support renewable energy and technology projects; and,

7) [INSERT ANY OTHER, AS NEEDED].

- x. Closely communicate with CARB any significant changes to Project implementation that would impact the administration or implementation of the Project as provided by the Statement of Work (Exhibit B).
- xi. Support and help to inform CARB's determination of appropriate technical categories to pursue with future projects.
- xii. Applying best efforts, and industry best practices and standards, Grantee will manage, oversee, and administer quality control and timely delivery of Grant Recipient deliverables, ensuring that Grant Recipients fulfill their obligations and responsibilities under the Grant Recipient agreements.
- xiii. Accomplish all the other Grantee duties, responsibilities and obligations set out in all other Sections of this Grant Agreement.
- xiv. Public Outreach and Workforce Development
  - 1) Prepare outreach and educational materials, in consultation with CARB, and work with community-based organizations (CBOs) to conduct public outreach necessary to educate local community members about the benefits of the local projects and about technical training opportunities that may result from such projects.
  - 2) Compliment CARB's outreach to businesses within priority populations (including low-income, tribal, and disadvantaged communities) that use conventional vehicles and equipment that can be replaced with advanced technology vehicles, equipment, and infrastructure.
  - 3) Assist Grant Recipients in implementing technical training components included in their grant and subgrant agreements and provide CARB assistance in supporting technical training opportunities in and supporting disadvantaged communities.
  - 4) Provide translation services for communities, CARB staff and documents to support the Program.
  - 5) In consultation with CARB, develop a best practices manual for the proper implementation of the Program and the Project.
  - 6) Respond promptly to legislative and public requests regarding the Program in coordination with CARB.
  - 7) Coordinate with manufacturers of advanced and renewable technology vehicles, vessels and/or equipment and infrastructure, where applicable to the Project or Program.
  - 8) Assist CARB in planning of public events that showcase the Project, the Program, and the Grant Recipient projects.
- xv. Data Collection and Processing
  - Ensure that data collection, as required by each subgrantee's and each Grant Recipient's agreement, is collected, processed, analyzed, evaluated for compliance, and reported to CARB in a timely manner.
  - 1) Support Grant Recipients with data collection efforts.
  - 2) Keep Project data in compliance with all privacy requirements as set forth in this Agreement and applicable laws.



- 3) Consult with and get CARB approval before the release of any data that has been collected during the course of the Project.
- 4) Promptly respond to CARB's request for Project data.
- 5) Promptly notify CARB if there is any request for Project data.
- 6) Document findings from the Project.
- 7) Coordinate with other CARB data collectors and processors, as requested by CARB.

xvi. Transition

- 1) 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 websites to CARB, or (at CARB's option) to the CARB-selected new Grantee/administrator, on a timely basis. The Project 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 will include, at a minimum, the following tasks:
  - a) Timely complete all tasks associated with the Project closeout.
  - b) Timely transfer ownership and control of all Program and Project data, intellectual property, funds, information, processes, materials, accounts, and websites to CARB or (at CARB's option) to the CARB-selected new Grantee/administrator in a form, format and at a time acceptable to CARB (See Sections 9 through 13 of the Grant Agreement for more information).
  - c) Timely provide CARB with a final Status Report that summarizes and evaluates total funds expended (including match, interest earned, and in-kind funds), status of all Grant Recipient projects, actual emission reductions generated by each of the Grant Recipient projects, quantified benefits to disadvantaged communities, outreach efforts, implementation challenges, recommendations for potential Program and Project improvements, and other items, as requested by CARB (See Section 9 through 13 of the Grant Agreement for more information).
- 2) Upon CARB request or within 30 days from the termination or expiration of the Term (whichever is sooner), transfer and assign to CARB all ownership and control of all property, including but not limited to all accounts, equipment, data, materials, information, records, technology, webpage(s), databases, software or other intellectual property developed, licensed or purchased by, for or on behalf of the Grantee for the purposes of administering, monitoring, managing or implementing the Project or Program (See Sections 9 through 13 of the Grant Agreement for more information).

## 6. FISCAL ADMINISTRATION

### a. Budget

- i. The maximum amount of implementation funds ("Implementation Funds") payable to Grantee by CARB under this Grant Agreement shall not exceed [REDACTED] percent of the total Grant Funds for the Term. The maximum amount payable to any Grant Recipient by Grantee and/or CARB shall not exceed the total amount of Grant Funds, minus any Implementation Funds paid to Grantee (Exhibit B—Attachment I: Budget Summary). As referenced in this Grant, "technical grantees", "subgrantees" and "Grant Recipients" have the same meaning.
- ii. Under no circumstance will CARB reimburse the Grantee for more than the allowable Administrative Fee. A written amendment pursuant to Section 2 of this Grant Agreement is required whenever there is a change to the Implementation Funds or the Grant Funds.
- iii. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds or the Implementation Funds if, by [REDACTED], 202\_, seventy-five (75) percent of total Grant Funds have not been expended and accounted for in accordance with the terms and conditions of this Grant Agreement. In the event of such termination, Section 2 of this Grant Agreement shall apply.
- iv. Where the total disbursed amount of the Implementation Funds is less than the allowable amount, CARB, in its sole discretion, may re-allocate the remaining amount to other Project uses within the Project Schedule and Budget, which may only be accomplished through a written amendment to the Grant Agreement.
- v. Subject to prior written approval from CARB, Budget line-item shifts of up to [REDACTED] percent of the Grant Funds may be made during the Term, provided such shifts are made by written amendment to the Grant Agreement. Line-item shifts may be proposed by either Grantor or the Grantee and must not increase or decrease the total amount of the Grant Funds. All line-item shifts must be consistent with Exhibit B (Attachment I—Budget Summary, and Attachment II—Project Schedule).

### b. Project Funding

- i. **The Grant Disbursement Form (Form [REDACTED])**
  - 1) Requests for payment shall be made with the Grant Disbursement Request Form (Form [REDACTED]) and conform to the instructions identified in this Section 6. 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 only when the Grantee has submitted to CARB a Grant Disbursement Request Form (Form MSCD/ISB-90), a Status Report, demonstration of completion of milestones stipulated in Exhibit B, Attachment II, demonstration that the requirements of this Section 6 have been satisfied, and any other

associated deliverables (if applicable). CARB will have the sole discretion to accelerate the allowable timeline for disbursement of Implementation Funds identified in Exhibit B, Attachment II (with the exception of the final payment of Implementation Funds), necessary to assure the goals of the Program are met.

- 2) The Grantee shall submit the Grant Disbursement Requests to CARB's Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov), with a CC to the CARB project liaison. The Grantee must submit Grant Disbursement Requests electronically, based on CARB's electronic submission guidance in effect at the time of the request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation.
- 3) 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. A payment will not be made if the CARB Project Liaison determines 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 or are not valid per the budget or are not reasonable, or that the Grantee has not met other terms or conditions of the Grant.
- 4) The CARB authorized representative may review the CARB 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 Research Division, are not reasonable or do not comply with the Grant Agreement.
- 5) CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

**ii. Grant Recipient Funding.**

- 1) The Grantee is responsible for making payments to the Grant Recipients upon verifying completion of milestones in the Grant Recipient agreements. The Grantee support, review, validate and finalize all Grant Recipient Grant Disbursement Forms (Form MSCD/ISB-90) and assist the Grant Recipients with submitting any and all needed backup documentation or reports to CARB. Grantee will disburse payments directly to the Grant Recipients.
- 2) In every instance where a request for reimbursement is submitted for approval, the Grant Recipient payment requests will be subject to the advance review and approval of an authorized representative of **Grantee**. The following requirements also apply in each instance:
  - a) Submit valid, true, and correct invoices justifying the payment requested. Invoices must reflect only actual costs incurred by Grant Recipient.

- b) Submit a Grant Disbursement Request Form (Form MSCD/ISB-90), including all documents required to be accompanied with said form.
  - c) Submit all documentation demonstrating cost of work completed in the following categories where such reimbursements are allowed by the Grant Recipient agreement: 1) labor expenses (including total staff time and labor costs); 2) external consultant fees for completed work (where applicable); 3) printing, mailing, travel, and other outreach expenses; and 4) indirect costs.
  - d) Provide any and all additional invoices and documentation requested by CARB or Grantee.
- iii. **Grantee Implementation Funds (up to \_\_\_ percent of Grant Funds)**
- 1) As an "Administrative Fee", the Grantee may retain up to \_\_\_ percent of Grant Funds solely to support implementation and administration of the Project in accordance with the Grant terms and conditions. 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.
  - 2) The Implementation Funds shall be used solely to fund Grantee costs for administering and managing the Project and may include the following Grantee costs:
    - a) Grantee's personnel salaries and employee benefits (e.g., health care, paid sick leave, (excluding commissions, salary increases, bonuses, pensions and 401(k) contributions).
    - b) Direct operating costs (e.g., supplies and equipment, excluding real property, building and facility improvements, capital expenditures, rent, phones, computers, software or other licenses, furniture, vehicles, aircraft and vessels). If investment in capital expenditures, software or other licenses, computers, phones, furniture, vehicles, aircraft or vessels are necessary to carry out the Grantee responsibilities for the direct benefit of the Project, then advance written approval from CARB shall be required and in each instance title to all such assets (both real and personal) shall vest solely in the State of California, or, alternatively at CARB's sole discretion, shall be fully transferred and assigned to the State of California upon termination or cancellation of the Grant Agreement.
    - c) Telecommunications and related utilities (electricity, telephone, and internet services).
    - d) Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR). Travel is limited to inside California, except as otherwise approved by

- CARB through written amendment to the Grant Agreement.
- e) Permits and other jurisdictional approvals required to directly support a CARB-approved project.
  - f) Consultant fees (if pre-approved in writing by an authorized representatives of CARB).
  - g) Printing, records retention, and mailing.
- 3) In every instance where a request for reimbursement or advance pay is submitted for approval, the Grantee payment requests will be subject to the advance review and approval of an authorized representative of CARB. The following requirements also apply in each instance:
- a) Submit valid, true and correct invoices justifying the Implementation Funds requested. Invoices must reflect only actual costs incurred by Grantee.
  - b) Submit a Grant Disbursement Request Form (Form MSCD/ISB-90), including all documents required to be accompanied with said form.
  - c) Submit all documentation demonstrating cost of work completed in the following categories: 1) labor expenses (including total staff time and labor costs); 2) external consultant fees for completed work (where applicable); 3) printing, mailing, travel, and other outreach expenses; and 4) indirect costs.
  - d) Provide any and all additional invoices and documentation requested by CARB.
- 4) **Maintain Documentation of Implementation Funds.** The Grantee must maintain all supporting documentation and accounting of Implementation Funds requested, expended, transferred, held, or used, including all of the following:
- a) Personnel records, including but not limited to timesheets and other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percent of time staff devoted to Project implementation and administration.
  - b) Consultant Fees, including but not limited to consultant contracts and invoices. All consultant fees must be pre-approved by CARB. Fees expressly identified in the budget as a part of the Grantee Application Package are considered pre-approved by CARB.
  - c) Printing, mailing, and travel expenses, including but not limited to receipts and/or invoices.
  - d) 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 through written amendment to the Grant Agreement. 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.

- e) If any indirect costs are requested, the Grantee must have an official written accounting policy regarding calculation of these costs. The Grantee must maintain documentation for all costs referenced in the indirect cost calculation formula.
- f) 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 Program invoice to CARB.
- g) The above documentation must be provided to CARB upon request, in monthly Status Reports and in the final Status Report.

**c. Suspension of Payments**

- i. CARB may issue a suspension order (stop work order) at any time for any reason. The suspension order shall remain in effect until the dispute has been resolved or the Grant has been terminated. Grantee will not be reimbursed for any expenditure incurred during the suspension. Upon issuance of the suspension order, Grantee shall stop all work, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of this agreement and will subject the Grantee to liquidated damages. Grantee shall resume work only upon receipt of written instructions from CARB.

**d. Grantee Match Funding**

- i. Match funding from the Grantee, if applicable, can only be used in two ways:
  - 1) To reduce the cost to the State to implement the Program and,
  - 2) at CARB's discretion, to support active demonstration and CARB-approved projects.
- ii. The above documentation must be provided to CARB in the Status Reports.

**e. In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Program's effectiveness. "In-kind services," for purposes of the Program, 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 in this Grant and must be documented in the Status Reports to CARB.

**f. Advance Payments**

- i. Consistent with the Legislature's direction to expeditiously disburse

- grants, CARB in its sole discretion may provide advance payments of Grant Funds (including Implementation Funds) 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.
- ii. Grantee acknowledges that CARB has finalized Advance Payment regulations, which become effective on \_\_\_\_\_, 202\_. Grantee agrees that this Grant 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.
  - iii. Recognizing that appropriate safeguards are needed to ensure Grant monies are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to Grantee if CARB determines ALL of the following conditions exist:
    - 1) The advance payments are necessary to meet the purposes of the Grant project.
    - 2) The use of the advance funds is adequately regulated by Grant or budgetary controls.
    - 3) The Request for Applications (RFA) or the Request for Proposals (RFP) for this Grant contains the terms and conditions under which an advance payment may be received consistent with this section.
    - 4) The Grantee is either a small air district or the Grantee meets ALL of the following criteria:
      - a) Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the California Franchise Tax Board and United States Internal Revenue Service.
      - b) Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement.
      - c) Submits a spending plan to CARB for review prior to receiving the advance payment.
      - d) The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state Grant programs.
      - e) CARB shall consider the available fund balance when determining the amount of the advance payment.
      - f) Grantee reports to CARB any material changes to the spending plan within 30 days.
      - g) Grantee agrees to not provide advance payment to any other entity or person.
  - iv. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. The Grantee shall provide a money transfer confirmation within 45 calendar days upon the receipt of

- a notice from CARB
- v. 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.
  - vi. Grantee must also submit a certification to CARB pursuant to C.C.R., title 17, section 91043 for each advance payment request.
  - vii. CARB may provide an advance of the direct Project costs of the Grant if the Project has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs
  - viii. The Grantee assumes all legal and financial risk of the advance payment
  - ix. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible Grant-related expenses as outlined in this Grant Agreement or will be returned to CARB.
  - x. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned on the advance payment and submit quarterly fiscal accounting reports consistent with this Section 6.
  - xi. Grantee shall remit to CARB any unused portion of the advance payment and interest earned on the advance payment by either \_\_\_\_ 202\_\_ or the reversion date of the appropriation, whichever is earlier.

**g. Financial Records and Accounts**

- i. Fiscal management systems and accounting standards. Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all Grant Funds and Implementation Funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, state, or federal law or this Grant Agreement. Unless otherwise prohibited by federal, state, or local law, the Grantee further agrees that it will maintain separate Grant Fund (including Administrative Fee) accounts as required to manage and administer the Project, including the use of generally accepted accounting principles.
- ii. The Grantee shall not commingle the Grant Fund and the Implementation Funds account with any other accounts, revenues, grants, donations, or funds. Maintain all Grant Funds and Implementation Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Grant. The bank accounts must be held in the name of the Grantee (the official agency name, and not a dba), and no other person or entity. Grant Funds and Implementation 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 and Implementation Funds shall not be used as collateral for or an obligation to any debt, loan or



other borrower commitments of the Grantee, its officers, directors, Board members, agents, assigns, contractors, subcontractors, Grant Recipients, representatives, employees, or affiliates. All Grant Fund and Implementation Funds accounts shall adequately and accurately depict all amounts received and expended.

**h. Earned Interest**

- i. "Earned interest" means any interest generated from any and all Grant Funds (including Implementation Funds) provided to the Grantee and held in an interest-bearing account.
  - 1) Interest earned by the Grantee must be reported to CARB. All interest income must be returned to CARB and/or reinvested in the Program in a manner approved by CARB. The Grantee is responsible for reporting to CARB everything that is funded with interest earned on Grant Funds (including Implementation Funds).
  - 2) The Grantee must maintain accurate and complete accounting records (e.g., general ledger) that tracks interest earned and expended on Grant Funds (including Implementation Funds), as follows:
    - a) 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.
    - b) The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
    - c) The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
    - d) Earned interest must be fully expended by           , 202  .
- ii. Documentation of interest earned on the Grant Funds (including Implementation Funds) must be retained for a minimum of three years after it is generated. Documentation of interest expended on CARB-approved projects must be retained for a minimum of three years after the interest-funded has been expended.
- iii. The above documentation must be provided to CARB in the monthly Status Reports and the final Status 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 Status Report, and Grantee shall fully cooperate and comply will all such requests.

**i. Additional Remedies for Non-Compliance**

- i. Without limiting any of its other remedies, CARB may, for Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend or terminate this Grant

Agreement. All Project Schedule and other tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, CARB, without limiting its other remedies, is entitled to repayment of all funds paid to Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of CARB.

- ii. Grantee understands, acknowledges and agrees that failure to comply in whole or in part with Exhibit B (Statement of Work), with this Grant Agreement or with applicable federal, state and local air quality rules, regulations and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. Grantee understands, acknowledges, and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds (including Implementation Funds) and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation, or termination of the Grant Agreement, whichever occurs later.

a. **Liquidated Damages**

- 1) If CARB determines, within its sole and absolute discretion, that Grantee is in breach or has breached this Grant Agreement, then Grantee, immediately upon demand, shall pay CARB, as liquidated damages, the full amount of all Grant Funds previously paid to Grantee to date, including but not limited to all Implementation Funds.
- 2) The Parties agree that quantifying the losses arising from Grantee's breach is inherently difficult insofar as breach may cause Grantor irreparable, serious, or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.
- 3) This provision shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

**7. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS**

Per the terms and conditions of this Grant as set out herein above and below, the Grantee must provide CARB with documentation accounting for the proper expenditure of Grant Funds and use of Implementation Funds. The documentation must be provided upon CARB request, and in Status Reports submitted monthly to

CARB and in a final Status Report submitted at the completion of the Project prior to the Grantee receiving the last disbursement of funding.

## **8. PROJECT MONITORING**

### **a. Meetings**

- i. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- ii. 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 the CARB Project Liaison. Such meetings may be conducted in any manner deemed appropriate by the CARB Project Liaison.
- iii. Site visits: Site visits shall be established by the CARB Project Liaison during the Term of this Grant.

### **b. Technical Monitoring**

- i. Any changes in the scope or schedule for the Project shall require the prior written approval of the authorized representatives of CARB (e.g., CARB Project Liaison) and will require a formal Grant amendment.
- ii. The Grantee shall notify the CARB Project Liaison in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place continued operation or completion of the Project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment III).
- iii. In addition to Status Reports (see Section 9 of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.
- iv. Any change in budget allocations, re-definition of deliverables, or extension of the Project Schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and will require a formal Grant amendment.

## **9. REPORTING**

### **a. Monthly Status Reports**

- i. 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.
- ii. Grantee acknowledges, understands, and agrees that any information contained in any Status Reports or other submissions provided by

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

I certify, under penalty of perjury under the laws of the State of California, 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.

- iii. The Grantee must provide Status Reports to CARB detailing Project activity including the status of Grant Recipient projects, status of funds used by Grant Recipients, current issues with administration and with Grant Recipients. Status Reports shall contain, at a minimum:
  - 1) Current status of each of the Grant Recipient projects that are being administered or overseen by the Grantee, including current milestone(s) being achieved, status of Grant Funds, if any match funding has been used by the Grant Recipient, problems encountered and status of the Grant Recipient project timeline.
  - 2) Status of any outreach efforts being planned or completed since the last report.
  - 3) Status of any administrative tasks required by CARB, such as report templates, translations services, or ADA remediation.
  - 4) Status of data collection for each of the Grant Recipient projects, reports on data collected so far for each Grant Recipient project and plans for future data collection efforts.
  - 5) Status of any Grant Funds (including Implementation Funds) being held by the Grantee including earned interest.
- iv. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Status Report must be submitted monthly but may additionally 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 first requesting disbursement of funds, whichever is sooner.
- v. 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.
- vi. If the Project is behind schedule, the Status Reports must contain an explanation of reasons for delay, and how the Grantee plans to resume timely completion of milestones and deliverables in the Project Schedule (Exhibit B, Attachment II).

**b. Final Status Report**

- i. The Grantee must submit an ADA-compliant draft final Status Report to CARB when the Project is complete or no later than 45 days before the expiration of the Term, whichever occurs sooner.
- ii. The draft final Status Report must include, at a minimum:
  - 1) Total fund expenditures documentation (including but not limited to administrative fee, match, and in-kind funds).
  - 2) Status of any ongoing technical projects
  - 3) Summary of all technical projects that have been completed
  - 4) Outreach and educational efforts.
  - 5) Implementation challenges.
  - 6) Recommendations for potential Program improvements.
  - 7) Earned interest.
- iii. The draft Status Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. The Status Report must meet the requirements specified in this Grant. Upon approval of the draft final Status Report by CARB Project Liaison, the Grantee shall submit to CARB an original executed (signed) final Status Report (inclusive of all supporting documentation), plus an electronic version of same.
- iv. The final Status Report must also contain the same signed statement set out in Section 9.a.2) above.

**10. OVERSIGHT AND ACCOUNTABILITY**

- a. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.
- b. CARB or its designee may recoup Grant Funds and Implementation Funds due to misinformation, misrepresentation, or fraud. CARB also reserves the right to prohibit any entity from participating in existing or future CARB programs, projects or grants due to non-compliance with Grant Agreement or Program requirements or due to misinformation, misrepresentation, or fraud.
- c. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work; suspected or actual Grant Recipient breach of agreement, fraud, misrepresentations or abuse of funds; suspected or known violations of any Grant terms or conditions, and all misrepresentations and fraud carried out by any third parties including but not limited to Grantee's contractors, subcontractors, consultants, employees, agents, affiliates, officers, directors 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 Grant Recipient agreement and this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.

## **11.PROJECT RECORDS**

- a. Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include Grantee, Grant Recipient, financial and Program records (“Project Records”).
- b. Grantee shall:
  - i. 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.
  - ii. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under this Grant Agreement.
  - iii. Develop a systematic process and schedule to back-up Project database(s) each day, at a minimum.
  - iv. Develop and enforce security measures to safeguard Project database(s).
  - v. Provide data updates to CARB upon request, which could include all Project records.
  - vi. Provide periodic data summaries to CARB.
  - vii. Provide monthly and the annual Status Reports to CARB detailing the status of the Project and all Grant Recipient projects, the anticipated reports to be issued, and any upcoming disbursement requests. Where requested by CARB, Grantee will clarify, supplement, modify, or update its Status Reports at no additional cost to CARB.
  - viii. Under CARB direction, develop templates for use by CARB and Grant Recipients to support such documents as final reports, quarterly reports, status updates, and disbursement tracking.
  - ix. Where necessary as solely determined by CARB, the Grantee shall support CARB’s enforcement efforts, including the recapturing of funds, and by providing CARB with any information, documents, data, or other materials needed to investigate or carry out such efforts.
  - x. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment,

- and infrastructure.
- c. The Grantee shall retain a combined file for the Project containing:
    - i. Original executed copy of the Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
    - ii. CARB approved plans, policies, procedures, and manuals.
    - iii. Copies of Grantee's Grant Disbursement Request Forms and back up documentation.
    - iv. Documentation of earned interest generation and expenditure (see Section xx for more information).
    - v. Communications between CARB and the Grantee, communications between the subgrantee and the Grantee, and communications between CARB and the subgrantees.
    - vi. Copies of all deliverables from the Grant Recipients.
    - vii. Copies of any decision that CARB has made in support of Grant Recipient projects such as minor changes in project scope, changes in timeline, or line-item shifts.
    - viii. Data that has been collected during the implementation of subgrantee projects that result from the **FY 202\_\_\_** Program solicitation.
    - ix. Any documents, files or webpages that have been created to support the outreach of Program.
    - x. Presentations, pamphlets, posters, videos, or other electronic media used to support Program.
    - xi. Establish an official file for Program which shall adequately document all significant actions relative to the project.
    - xii. Records, contracts, subcontracts, statements of work, work product from subcontractors or contractors of Grantee.
  - d. All Project records must be retained for a period of three (3) years after termination or expiration of the Grant, whichever occurs first. Upon completion of the third year of record retention, the Grantee shall submit all remaining Project records to CARB that have not previously been requested or turned over to CARB. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media include hard drives and flash drives shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
  - e. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

## **12. INTELLECTUAL PROPERTY & MEDIA**

- a. Any webpage(s), software, databases, project data, or other intellectual property developed, licensed or purchased by the Grantee with any Grant Funds (including any Implementation Funds) shall be transferred and permanently assigned to CARB or, at CARB's sole discretion, to a new third party administrator/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 Project. 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 in accordance with the Project Transition Plan.

- b. Where applicable, the Grantee agrees to acknowledge the California Climate Investments Program and CARB as a funding source for the Project and all Grant Recipient projects.
  - i. 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.
  - ii. Grantee shall acknowledge the California Air Resources Board as a funding source for the Project and all Grant Recipient projects when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee shall adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos and any additional required materials shall be provided to the Grantee by CARB staff.
  - iii. The Grantee shall acknowledge the California Climate Investments Program as a funding source 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 are incorporated by reference and may be changed at CARB's discretion at any time. A copy of the Guidelines applicable to this Grant Agreement can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>

### **13. CONFIDENTIALITY AND DATA SECURITY**

- a. Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third party any record, data, or information which CARB has designated as confidential. It is expressly understood and agreed that information the Grantee collects, generates, or acquires in performing its obligations under this Grant may be deemed confidential by CARB. Therefore:



- i. 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 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 Grantee or any 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.
- ii. The Grantee certifies that it has appropriate systems and controls in place to ensure that the Project and Grant Funds (including Implementation Funds) will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.
- iii. Information or data, including but not limited to personally identifiable information ("PII") and all 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. During the Term, in the performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.
- iv. The Grantee must ensure that the Grantee employees, officer, agents, representatives, affiliates, contractors, subcontractors, consultants and Grant Recipients 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 copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant, and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.
- v. The Grantee, its employees, agents, representatives, affiliates, directors, officers, contractors, subcontractors, consultants, and Grant

Recipients must adhere to all CARB confidentiality, disclosure, and privacy policies.

- vi. If the Grantee suspects loss or theft of PII or other confidential information, the Grantee must report any lost or stolen PII including all information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and report to state or federal officials where required by applicable laws.
- vii. The Grantee must sign all non-disclosure and confidentiality agreements provided by CARB and shall require its employees, officers, directors, affiliates, representatives, agents, Grant Recipients, consultants, contractors, and subcontractors to do the same when requested by CARB.
- viii. Grantee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any 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 such suspected or actual release or breach or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- ix. The Grantee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or omission of Grantee or any of its employees, agents, officers, directors, affiliates, representatives, consultants, contractors, subcontractors or Grant Recipients, 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.
- x. If the Grantee believes disclosure of a confidential record or information may be required under the California Public Records Act, the Grantee shall first give CARB at least ten (10) calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond

timely and correctly to any and all public records requests. The Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.

- xi. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.
- xii. Grantee certifies, represents, and warrants that:
  - 1) Its data and information security standards, tools, technologies and procedures are sufficient to protect confidential, sensitive and PII data and information;
  - 2) 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) California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;
    - c) 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 CARB upon request;
    - d) 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 CARB upon request; and
    - e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Grant. 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.

#### **14. INSURANCE REQUIREMENTS**

The Grantee, including its contractors and subcontractors who are performing work

under this Grant, must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section below. No payments of Grant Funds (including Implementation Funds) will be made under the Grant until and unless the Grantee fully complies with all insurance requirements.

#### **1. General Provisions**

- a. Coverage Term – Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c. Premiums, Assessments and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s obligations under the Grant.
- h. Satisfying a Self-Insured Retention (SIR) – All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State’s discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. The Grantee’s insurer may also eliminate the SIR / deductible in favor of the State’s interests. Available Coverages/Limits – All coverage and limits available to the Grantee shall also be available and applicable to the State.
- i. Use of Contractor or Subcontractor – In the case of the Grantee’s utilization of contractors or subcontractors to complete any part of the Grant scope of

work, the Grantee shall include all contractors and subcontractors as insureds under the Grantee's insurance or supply evidence of the contractor's or subcontractor's insurance to the State subject to all the insurance requirements below.

- j. If Grantee is self-insured in whole or in part as to any of the above described types and levels of coverage, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.
2. Grant Insurance Requirements – The Grantee (and its contractors and subcontractors) 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 and all endorsements required must be attached:
    - a. Commercial General Liability: The Grantee, its contractors and subcontractors, shall each obtain and maintain, during the Grant Term, commercial general liability insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, premises, independent contractor, on-going operations, products-completed operations hazard, products, completed operations, and contractual liability coverage for the indemnity provided under this Grant. Coverage shall be written on an occurrence basis in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$5,000,000. The State of California, the California Air Resources Board and its/their officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed or carried out (including but not limited to products-completed operations hazards) in relation to or under the Grant. A "per project aggregate" endorsement is required. This insurance shall apply separately to each insured against whom claim is made or suit is brought. Upon request, Grantee shall provide CARB with proof of insurance coverage.
    - b. Automobile Liability: If the Grantee, or its contractors or subcontractors, will be using vehicles to complete the project or driving a vehicle onto State property, then motor vehicle liability insurance is required. Grantee, and its contractors and subcontractors, shall have motor vehicle liability insurance that complies with these provisions upon procurement of the vehicle. Grantee, and its contractors and subcontractors, shall each obtain and maintain motor vehicle liability insurance with limits of not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-

- owned motor vehicles. At the request CARB, the Grantee must show proof of motor vehicle liability insurance. Failure to provide proof upon request will result in termination of the Grant. The policy must name "The State of California, the California Air Resources Board, and its/their officers, agents, and employees as additional insureds, but only with respect to work or operations performed or carried out in relation to or 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 certificate. By signing this Grant Agreement, Grantee acknowledges compliance with the State of California Workers Compensation regulations.
  - d. Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB in consultation with DGS reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
  - e. Cyber Liability coverage, with limits not less than \$2,000,000 per occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the state of California in the care, custody, or control of the Grantee.
  - f. Crime Insurance: Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first- and third-party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

- g. Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate.

## 15. GENERAL PROVISIONS

- a. **Total Agreement; Entirety.** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- b. **Americans with Disabilities Act (ADA) Language.** Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee and/or its contractors, subcontractors or Grant Recipients, 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 Agreement, including Status Reports (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB or the public in PDF format, Grantee, along with its contractors, subcontractors, and Grant Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request from the Grantee documentation of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.
  - i. 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.
  - ii. Deviations from the Accessibility Requirements are permitted only by

advance written consent by CARB in each instance.

- c. **No Assignment.** This Grant Agreement is not assignable, in whole or in part, by the Grantee without the advance written consent of CARB in the form of a formal written amendment signed by authorized representatives of both Parties.
- d. **Audit.** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, the California Bureau of State Audits, and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to allow such CARB and other state designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, consultants, Grant Recipients, contractors and subcontractors of Grantee who might reasonably have information related to such records. Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Grant Recipients, contractors, consultants and subcontractors in relation to performance or use of the Grant Funds under this Grant Agreement.
- e. **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, Grantor shall have no obligation and no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant Agreement or for any other reason.
- f. **Compliance with Law.** The Grantee agrees that it will, at all times, comply with, and require its employees, agents, representatives, officers, consultants, contractors, subcontractors and Grant Recipients to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Term.
- g. **Conflict of Interest.** Conflict of Interest. Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB



decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003.)

- i. For this reason, CARB officials, including but not limited to advisory body members, also may not be a signatory, or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
  - ii. Note that an advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
  - iii. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.
  - iv. 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.
- h. **Disputes.** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB, unless otherwise directed by CARB. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is

intended to limit any of the rights or remedies that the Parties may have under law.

- i. **Alternative Enforcement.** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.
- j. **Entitlements and Regulatory Compliance.** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities.
- k. **Environmental Justice.** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state and federal law.
- l. **Force Majeure.** Neither CARB nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing and without penalty, in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Grant Agreement.
  - i. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately re-commence the performance of its obligations under this Grant Agreement. The Grantee must also provide to CARB a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event.
  - ii. An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure

event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

- m. **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.
- n. **Electric Vehicle Charging Infrastructure and Equipment.** Prior to executing sub-grant agreements, Grantee must ensure the following requirements are included in all subgrantee agreements and or other agreements pursuant to this Grant:
  - i. Prior to authorizing work, a subgrantee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:
    - 1) An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-grantee's authorized representative; and
    - 2) EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
  - ii. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
  - iii. Prior to remitting payment to a subgrantee, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
  - iv. These electric vehicle requirements do not apply to any of the following:
    - 1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
    - 2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
    - 3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
- o. **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, and Grant Recipients. 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 Agreement, including, but not limited to, payment disputes with contractors, subcontractors, employees, agents, affiliates, suppliers, Grant Recipients and providers of services. CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

- i. All subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and Grantee agrees to provide them within five (5) calendar days. For subcontracts that are listed as "to be determined" in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.
- ii. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
- iii. Upon request, Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
- iv. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and no subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.
- v. The Grantee's obligation to pay the Grant Recipients and its contractors, consultants, employees, agents, representatives, and subcontractors is an independent obligation from CARB's obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any such third parties. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each such third parties for work performed in accordance with the terms of this Grant Agreement and the terms of any such third-party agreements.
- vi. All Grant Recipient and third-party agreements must, at a minimum, incorporate all of the following:

- 3) A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
  - 4) A detailed budget and timeline.
  - 5) Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
  - 6) Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - 7) A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
  - 8) Language conforming to all of General Provisions of this Grant Agreement.
- vii. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.
- p. **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, damages, claims and expenses, including reasonable attorneys' fees, arising out of, resulting from or related to any actions or inactions of the Grantee or any of its contractors, subcontractors, affiliates, employees, officers, agents, Grant Recipients and/or assigns, including but not limited to actions or inactions relating to, arising out of or resulting from the operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.
- q. **Independent Actor.** The Grantee, its agents, employees, affiliates, contractors, subcontractors, suppliers, officers, Grant Recipients and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or CARB.
- r. **Nondiscrimination.** During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds. In addition:
- i. During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against

any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall Grantee or any of its contractors, subcontractors, consultants or agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.

- ii. The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
  - iii. The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
  - iv. The Grantee and its contractors, subcontractors, agents, and consultants shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.
- s. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools.** Grant recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, article IX, section 8, and federal law. CARB reserves the

right to obtain additional information from Grantee and others 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 Implementation Funds, Grant Funds, future or termination of this Grant Agreement or any other agreements.

- t. **No Third-Party Rights.** The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or grants remedies to, any third party or third parties as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking establish herein.
- u. **Third Party Agreements, Required Terms.** All grants, subgrants, technical grants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any third party using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):
  - i. Conflict of interest. By entering into this grant, award, voucher, contract, subcontract or agreement, said party is or may be a direct or indirect recipient ("Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents and warrants that he, she, it is in compliance with all applicable state and federal conflict of interest laws on the date said grant, award, contract, subcontract, agreement or voucher (as applicable) is signed and shall remain in compliance with all such laws for a period of five (5) consecutive years following receipt of any and all funding amounts on a rolling continuous basis. Recipient further certifies, represents, and warrants that he, she, it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in, any and all agreements, grants, awards, contracts, subcontracts, vouchers or programs. The Recipient acknowledges, understands, and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents, and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
  - ii. Cooperation with Audits. Recipient warrants, represents, and agrees to cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, or this agreement, including but not limited to timely submission of any and all records requested and full

- cooperation with any on-site inspections.
- iii. Payment on Demand. Recipient represents, warrants, and agrees that upon notification by the Grantee or its authorized representative of an overpayment, a wrongful payment, or a violation of or failure to comply with any of the grant, agreement, contract, voucher or program requirements or obligations, Recipient will, without challenge or delay, remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.
  - iv. Separate Accounts. If Recipient has received any funds as a grant or subgrant pursuant to a grant or subgrant agreement, then Recipient shall not commingle said funds with any other accounts, revenues, grants, donations, or resources except where expressly authorized in the fully executed written agreement between Recipient and the Grantee. Recipient will maintain all such grant or subgrant funds in a separate bank account designated specifically for the purposes of carrying out the intent and purpose for which said funds were provided. The bank account must be held in the name of the Recipient (the official legal entity's name, and not a dba), and under no other name, person, or entity. Funds received are NOT the assets of the Recipient. Grant and subgrant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Recipient, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Recipient shall ensure that the Grantee is designated in writing as a third-party beneficiary of and to all such bank accounts in which said funds are maintained or held.
  - v. Third Party Beneficiary. The Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to any and all Recipient agreements, vouchers, contracts, subcontracts, awards and grants with the Grantee where any funds provided by CARB are used or applied.
  - vi. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the grant, award, contract, subcontract and/or agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made in said grant, award, contract, subcontract and/or agreement are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands, and accepts that



by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents, and warrants that the individual signing on its, his or her behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in this agreement, grant, voucher, application and/or contract, as applicable.

- vii. Compliance with Air Quality Laws. Recipient understands, acknowledges, and agrees that compliance with all applicable federal, state, and local air quality rules, regulations and statutes is a precondition to the receipt or use of any state funds provided by or through the California Air Resources Board (CARB), and is a continuing obligation for the consecutive five (5) years following receipt of any state funds on a rolling continuous basis. Recipient understands, acknowledges and agrees that a failure to comply in whole or in part with any local, state or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the project or program, agreement, contract, subcontract, award, voucher, or grant (as applicable) is, in each instance, a material breach of the conditions under which state funds were provided or made available, and such breach will result in undue hardship and damages to the Grantee and the State of California some or all of which may be impossible to easily calculate.
- viii. Liquidated Damages. If the Grantee or the state of California determines, within its or their sole and absolute discretion, that Recipient is in breach or has breached any obligation to remain in compliance with any applicable federal, state or local air quality rules, regulations and statutes, then Recipient, immediately upon demand, will pay the Grantee (or to CARB, as requested), as liquidated damages, the full amount of all state funds received to date. The Recipient agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the liquidated damages have been computed, estimated, and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a

concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

- ix. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subgrantees, or any third parties.
- x. Survival. Recipient acknowledges, agrees and accepts that those terms, conditions, provisions and exhibits which by their nature should survive termination, cancellation or expiration of the grant, award, contract, voucher, subcontract or agreement, shall so survive, including but not limited to those sections and provisions pertaining to indemnity, recordkeeping, audit, third party beneficiary status, return of funds, data security, insurance, confidentiality, and the general provisions.
- v. **Executive Order N-6-22 – Russia Sanctions**. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- w. **Office of Foreign Asset Control**. The Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy, or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Grantee represents, warrants and agrees that neither Grantee nor any of its contractors, subcontractors, Grant Recipients, affiliates, agents, employees, officers,

representatives or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. 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. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

- x. **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.
- y. **Equipment/Vehicle Ownership.** Equipment, acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors, or representatives, is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements, or tools purchased, used, or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination, or expiration of this Grant Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment.
- z. **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.
- aa. **Disadvantaged Communities.** The Grantee, for the purposes of this Program, the Project, and all Grant Recipient projects, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at:  
<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>.
- bb. **Construction.** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

- cc. **Assurances.** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's contractors, subcontractors, employees, agents, officers, Grant Recipients, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
- dd. **Prevailing Wage and Labor Compliance.** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee and all Grant Recipients.
- ee. **Professionals.** Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and where licensed professionals are required for those services under California law.
- ff. **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 that Party's behalf.
- gg. **Severability.** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.
- hh. **Timeliness.** Time is of the essence in the performance of this Grant Agreement. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.
- ii. **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 CARB provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- jj. **CARB as Third-Party Beneficiary.** Grantee represents, warrants and agrees that Grantee shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds or for the purpose of carry out any of the terms or conditions of this Grant Agreement during the Term.
- kk. **Compliance with AB794.** Grantee shall ensure that all Grant Recipients who receive or use any Grant Funds to support the purchase of new drayage or short-haul trucks (the "fleet purchaser") comply at all times with the requirements of AB794 as a condition of award and participation in the Program.
  - i. Grantee shall ensure that beginning with the 2022–23 fiscal year, and each fiscal year thereafter, each fleet purchaser of a new drayage or short-haul truck shall only be allowed to participate in this Grant Program or receive Grant Funds if it can demonstrate that it does not

have any applicable law violation at the time of applying for Grant Funds, it is not on the list maintained by the California Division of Labor Standards Enforcement under Section 2810.4 of the Labor Code, and it attests it will retain direct control over the manner and means for performance of any individual using or driving the vehicle. Grantee shall ensure that each fleet purchaser attest in writing to all of the following as a condition of eligibility and before receipt of any Grant Funds:

- 1) That it does not have any applicable law violations at the time of applying for the Grant Funds.
  - 2) That it will maintain compliance with applicable laws for at least three years from the date of application for Grant Funds or the duration of the Grant Recipient agreement, whichever is longer.
  - 3) That it will retain direct control over the manner and means for performance of any individual using or driving the vehicle for at least three years from the date of application for Grant Funds or the duration of the Grant Recipient agreement, whichever is longer.
- ii. Grantee shall also ensure that each fleet purchaser shall, on a yearly basis, for the life of the Grant Recipient agreement, disclose or provide to CARB all of the following:
- 1) An attestation in writing that it has done both of the following:
    - a) Maintained compliance with applicable laws and does not have any applicable law violations.
    - b) Maintained direct control of the individuals operating the vehicle, and maintained full ownership and operational control of the vehicle.
  - 2) A copy of any judgments, rulings, citations, decisions, orders, or awards finding that the fleet purchaser or any parent company or subsidiary or other commonly controlled entity has applicable law violations as of the date of the disclosure made pursuant to this Section 15.ii.
  - 3) A list of all operating authorities under which the vehicle purchased will be or was operated.
  - 4) A certification that the fleet purchaser has completed all required maintenance and upkeep on the vehicle purchased with the Grant Funds.
- iii. A failure of a fleet purchaser to comply fully at all times with all of the provisions set out in this Section 15.ii. and all applicable provisions of Sections 39680 through 39693 of the California Health and Safety Code, is a breach of this Grant Agreement, a breach of the Grant Recipient Agreement and is cause for immediate termination of this Grant Agreement and the Grant Recipient Agreement without advance notice.

- ll. **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:
- i. Grant Agreement Cover Sheet
  - ii. Exhibit A – Grant Agreement Terms and Conditions
  - iii. Exhibit B – Statement of Work
  - iv. All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.
- mm. **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.

**Exhibit B, Statement of Work**

**Grant No.: GXX-ATDP-XX**

**Attachment I – Budget Summary**

**Grantee:** \_\_\_\_\_

**Project:** \_\_\_\_\_ **Project**

Partner	Tasks For task descriptions see Exhibit B Attachment II	CARB Funding	Project Matching Funds	
		Administration Funds	Match Cash	Match In-Kind
Grantee	Program Administration	...	...	...
	<b>Subtotal</b>	...	...	...
	<b>Grant Total Funding Amount</b>	...		

**Disbursement of Funds:**

**Administration Fees**

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

**Exhibit B, Statement of Work**

**Grant No.: GXX-ATDP-XX**

**Attachment II – Project Schedule**

**Grantee:** \_\_\_\_\_

**Project:** \_\_\_\_\_

Detailed Scope of Work and Schedule

Task	Date	Implementation Funds
<b>Tasks 1 thru 1.X General Funds:</b> _____		\$ _____
<b>Task 1.1 Execute Grant Agreement</b>		
<b>Task 1.2 Complete Implementation Manual</b>		
<b>Task 1.3 Outreach and Education</b>		
... ..		
<b>Task 1.9 Status Report</b>		
<b>TOTAL</b>		\$ _____

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



**Exhibit B, Statement of Work**

**Grant No.: GXX-ATDP -XX**

**Attachment III – Key Project Personnel**

**Grantee:** \_\_\_\_\_

**Project:** \_\_\_\_\_

Name	Position	Duties

Sample