

Appendix B Sample Grant Agreement

Grantee Name
Title of Project

Mobile Source Control Division
California Air Resources Board

Grant Number: G21-ATDP-xx



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.

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GRANT PROVISIONS (Exhibit A)

1. AGREEMENT

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 [____], a _____ corporation with its principal place of business located at _____ (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.

The Parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Statement of Work ("Exhibit B"), Fiscal Year 2021-22 Grant Solicitation for the Advanced Technology Demonstration and Pilot Projects, and Grantee Application Package.

2. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments (CCI) program and CARB as a funding source and adhere to the CCI Funding Guidelines as outlined in the California Climate Investments Messaging and Communications Guide¹. Below are specific requirements for acknowledgement.

Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever projects funded, in whole or in part by this Grant Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material.

The acknowledgement must read as follows: '[PROGRAM/PROJECT NAME] is part of California Climate Investments, a statewide initiative 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.' and whenever applicable, the Spanish translation acknowledgement: '[NOMBRE DEL PROGRAMA/PROYECTO]' forma parte de las Inversiones del Clima de California, un iniciativa estatal que destine miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente- especialmente en comunidades en desventaja.'

¹ CCI Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



Figure 1: CCI logo

3. GRANT SUMMARY AND AMENDMENTS (if applicable)

3.1 Project title (the "Project"): [INSERT PROJECT NAME]

3.2 Project description:

3.3 Funding Amount ("Grant Funds" or "Grant Fund"): \$_____

(See Grant Coversheet and Exhibit B, Budget Summary)

Match Amount: \$_____

4. GRANT PARTIES AND CONTACT INFORMATION

4.1 The CARB Project Liaison is _____. Correspondence regarding this Project shall be directed to:

Staff Name

Mobile Source Control Division

1001 I Street, Sacramento, California 95814

Phone: 916-800-8805

Email: staff.name@arb.ca.gov

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

Grantee Liaison: Eligible Applicant Staff Member

Title: Project Manager

Address: 1001 Main Street

Phone: 805-805-8005

Email: staff.member@eligibleapplicant.org

4.3 If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

5. TIME PERIOD

5.1 CARB retains full discretion to consider all available information relating to the California Environmental Quality Act (CEQA) compliance before determining whether to proceed forward with this Grant Agreement. No work may be done by the Grantee, nor will any funding be disbursed by CARB until CARB has affirmatively notified the Grantee in writing that this provision has been satisfied. If CARB decides not to proceed forward with this Grant Agreement under this provision, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

5.2 The "Term" (Begin and End Date) of this Grant Agreement is set out in the Grant Cover Sheet to which this Exhibit A is attached. Performance of work or other expenses billable to CARB under this Grant may ONLY commence after full execution of this Grant by both Parties, in accordance with the Grant Cover Sheet for Grant Number G21-xxxx-xx. Performance on this Grant ends when the Grantee has submitted and CARB has approved the final report or when the Grant is terminated or expires, whichever occurs first.

5.3 Grantee must implement the Project and complete the following:

a. Upon completion of the Project, the Grantee shall submit a draft final report (see Section 9) to CARB Project Liaison no later than [INSERT DATE].

b. Final request for payment and Final Report shall be received by CARB no later than [INSERT DATE].

5.4 The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant Agreement for nonperformance, or if, by [INSERT DATE], 75 percent of the FY 21-22 funds have not been expended by the Grantee or for any other reason allowed under this Grant Agreement. In the event of such termination or reduction of the Grant Fund amount, Section 7.4, Suspension of Payments and Grant Termination, of this Grant Agreement shall apply.

6. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of the Grantee and CARB in implementing the Project and Program under this Grant Agreement in the FY 21-22 Advanced Technology Demonstration and Pilot Project Solicitation. More detailed duties and responsibilities are set out in other Sections of this Grant Agreement.

6.1 The Grantee's Tasks: Grantee is responsible for the following:

Grantee's key Project personnel will administer the various tasks of the Project including participation in meetings with CARB staff; development and implementation of Project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements. Grantee's responsibilities include all Project development, press events, project administration, and Project reporting. A comprehensive description of task and responsibilities is included in Exhibit B (Statement of Work) which contains the budget and task details, Project schedule, and list of key personnel.

- a. Initial Project Kick-Off Meeting: The Grantee's key Project personnel, in collaboration with CARB's Project Liaison, will plan, conduct, and attend an initial meeting with CARB staff following execution of the grant. The purpose of the initial meeting will be to discuss the overall plan, details for performing the tasks, the Project schedule, and any issues that may need to be addressed. Topics for discussion may include, but are not limited to, the following:
 - i. Project tasks, timelines, and milestones
 - ii. Project design, outreach, workforce development
 - iii. Content and format of disbursement requests, status reports, draft, and final reports
 - iv. Press and public information request procedures
 - v. Schedule for ongoing coordination meetings
 - vi. Other items as necessary
- b. Ongoing Project Coordination Meetings: The purpose will be to discuss the status of the Project and should be held at least quarterly. In addition, at least one Critical Project Review meeting at a major milestone is required. Additional meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. A final meeting or conference call with CARB Project Liaison will be held at the conclusion of the Project. Project Coordination and review meetings are the responsibility of the Grantee and should contain:
 - i. Agenda for the meeting with conference call information

- ii. Discussion of Project activities, deliverables, schedule, and milestones
 - iii. Discussion of any difficulties encountered since the last update
 - iv. Concerns or questions requiring resolution from CARB
 - v. Notification of any pending disbursement requests
 - vi. Scheduling the next Project coordination meeting
- c. Critical Project Review Meetings: CARB and the CEC will require that the Grantee develop and hold Critical Project Review meetings at least once during the Project at critical junctures in the Project to assess the ability of the Project to compete its stated objectives. The determination of CARB and the CEC at these meetings are final and could result in the termination of the Project.
- d. Public Outreach and Workforce Development
- i. Prepare outreach and educational materials, in consultation with CARB, Third-Party Administrator, and working with community-based organizations to:
 - (a) Conduct statewide public outreach necessary to educate local community members about the benefits of the local projects and about technical training opportunities that may result from such projects.
 - (b) Conduct statewide public outreach necessary for the Project to be successful.
 - (c) Conduct statewide public outreach to vehicle dealers and fleets and work with community-based organizations (CBOs) necessary for the Project to be successful.
 - (d) Advise CARB on potential additional opportunities for outreach and technical assistance.
 - e. Respond to CARB and public requests in a timely manner.
 - f. Document and track expenditures, as defined in Section 7 of this Grant Agreement,
 - g. Reporting and assessment procedures, as defined in Section 9 of this Grant Agreement.
 - h. Record-keeping and policies procedures, as defined in Section 11 of this Grant Agreement.

- i. Submit data collected as required in Appendix F and the Project application or being requested by CARB in a template that will be provided by CARB in the manner and time as defined by CARB.
- j. Ensure that Project end-users are working with data collection provider.
- k. Ensure all outreach, workforce development, press and other public materials have been approved by CARB and adhere to the CCI guidelines, see Section 2; and Americans with Disabilities Act (ADA) web accessibility requirements, see Section 13.
- l. All vehicles in the Project that will be operated on California roadways must be compliant with all applicable State requirements, including, but not limited to: applicable CARB engine or vehicle approval or certification, Department of Motor Vehicles (DMV) licensing, and California Highway Patrol safety certification. New vehicles must also have a manufacturer's certification showing that the vehicle model complies with all applicable federal safety standards for new motor vehicles and new motor vehicle equipment issued by the Nation Highway Traffic Safety Administration.
- m. Ensure that any funded vehicle, piece of equipment or vessel has the CARB, CCI and if appropriate the CEC logo affixed prominently and in consultation with CARB, and the CEC.
- n. Within CARB's sole and absolute discretion, CARB may designate a third party administrator to manage, oversee or administer projects and programs, which may include any or all of CARB's responsibilities under this Grant Agreement. Upon such designation, Grantee shall respond and report to, and comply with requests from, CARB's third party administrator, when requested.

6.2 CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation.
- b. Reviewing and approving all Grant Disbursement Request Forms and distributing grant funds to the Grantee.
- c. Reviewing and approving Project outreach and education elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, quarterly reports, and final report.
- d. Reviewing and approving data collection plan.

- e. Providing program oversight and accountability (in conjunction with the Grantee).
- f. Ensure compliance with applicable requirements of statutes, applicable State law, the FY 2018-19 Funding Plan, the FY 2019-20 Funding Plan, the FY 2021-22 Funding Plan, and the FY 2018-19 Clean Mobility in Schools Pilot Project Grant Solicitation, and this Grant Agreement with Grantee. The Funding Plans for Clean Transportation Incentives are available at :
<https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>.
- g. Within CARB's sole and absolute discretion, CARB may designate a third party administrator to manage, oversee or administer projects and programs, which may include any or all of CARB's responsibilities under this Grant Agreement. Upon such designation, Grantee shall respond and report to, and comply with requests from, CARB's third party administrator, when requested.
- h. Reviewing, evaluating, and auditing Grantee's administration, management, collaboration, partnership and/or oversight of or with any "Recipient" or "Recipients" of Grant Funds (i.e., subgrantees, contractors, subcontractors, vendors, suppliers, consultants, sub- or co-applicants, Project team members and community partners), including but not limited to written agreements, and disbursement requests.

7. FISCAL ADMINISTRATION

7.1 Budget

- a. The maximum amount of this Grant is \$_____ (the Grant Funds), as set out in the Exhibit B, Attachment I (Budget Summary) and in the Cover Sheet to which this Exhibit A is attached. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this grant. The budget summary for the Project is shown in Exhibit B, Attachment I.
- b. The Project will include a cash-match and an in-kind match from private, eligible State, and local funding to leverage this Grant, for a total Project budget of \$_____.

c. The Application package is incorporated by reference as part of the Grant Agreement. Costs associated with Project implementation, detailed in the Application must consider the time frame of the Project and may cover an increase in costs that take into account inflation or planned cost of living increases. The application submitted will be the actual costs for the Project and will not be amended due to faulty estimations, increases in costs due to inflation or other reasons that have not been covered in the budget.

d. Line item shifts in the Budget Summary (Exhibit B, Attachment I) of up to 10 percent of the Grant Fund total may be made over the life of the Grant, with prior written approval from CARB. Line item shifts greater than ten percent require a formal amendment to the Grant. Line item shifts may be proposed by either the State or the Grantee and must not increase the total Grant Fund amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the Grant folder. If the Grant is formally amended, all line item shifts must be included in the amendment.

e. Where the total disbursed amount of the Project implementation (Administrative costs) 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 reflected in Exhibit B, Attachment I, which may only be accomplished through a written amendment to the Grant Agreement.

f. In the event of Grant expiration or termination, or as allowed (or required) under any other provision of this Grant Agreement, CARB shall require full recovery of the unspent funds by transfer from the Grantee's accounts. The Grantee must provide fund transfer information within 45 calendar days upon receipt of notification from CARB, or sooner where required or allowed by any other provision of this Grant.

g. In addition to any other rights that Grantor has or may have under this Grant Agreement or under applicable law, the Grantee agrees to revert all unused Grant Funds (including all earned interest) to CARB if the Grant Funds have not been fully liquidated within the timeline specified in the Grant Agreement or if CARB determines that Grantee has not performed in accordance with any of the Grant terms or conditions. Such reversion shall happen no later than 45 calendar days

from the Grant Agreement liquidation date, notice of nonperformance date, Grant termination date or Grant expiration date, whichever occurs sooner.

7.2 Eligible Costs

Allowable expenditures associated with the Grant include actual direct costs incurred and may include actual indirect costs incurred, examples of which are described below:

- a. Project Implementation Costs
 - i. Preparation of materials for Project planning, community outreach, workforce development and education activities including travel, printing, mailing, and other expenses directly attributable to planning, outreach, workforce development and education for the Project tasks.
 - ii. Record-keeping procedures; reporting procedures; financial tracking; and disbursements.
 - iii. Vehicle, vessel, driver, passenger, equipment, required logos and facilities insurance costs.
 - iv. External consultant costs.

- b. Project Technology Costs
 - i. Vehicle, vessel, or eligible equipment costs.
 - ii. Charging equipment purchase and installation costs, including design and planning costs.
 - iii. Equipment Maintenance costs.
 - iv. Related equipment costs.
 - v. Infrastructure improvement costs, including design and planning costs.
 - vi. Data collection services, software, and device costs.

- vii. Training, workforce development and education costs including materials for outreach.

c. Explanation of When a Cost Identified above is Considered a Direct or Indirect Cost:

- i. Direct costs are actual costs incurred that are directly tied to (have a measurable direct benefit to) the implementation of the Project as identified in the scope of work (statement of work) attached to the Grant Agreement, including, but not limited to, personnel costs (i.e., hourly wage), subcontracts, equipment costs, and travel expenses.
- ii. Indirect costs are actual costs incurred for services or activities that cannot be easily identified to a specific cost objective identified in the scope of work (statement of work) attached to the Grant Agreement but do support a common or joint purpose. For purposes of this Grant Agreement, allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent, mail services and centralized data processing not already identified or reimbursed as a direct cost. Indirect costs shall NOT exceed eight percent of the total Grant Funds awarded under this Grant Agreement. Indirect costs are only payable on a reimbursement basis.
- iii. Allowable indirect costs are paid on a reimbursement basis only. Allowable direct costs are payable on a reimbursement basis except where all advance pay requirements have been satisfied as set out in section 7.3 of this Grant Agreement below. Costs identified as direct costs cannot also be indirect costs.
- iv. Profits, profit sharing, shareholder interest, lobbying, fundraising, involvement in political activities or campaigns, bonuses, payment of taxes or liens (real and personal) and salary increases are NOT allowable direct or indirect costs.

7.3 Advance Payment

Consistent with the Legislature's direction to expeditiously disburse Grant Funds, CARB in its sole discretion may provide advance payments of Grant 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.

Grantee agrees that all advance payment requests must comply with: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure Grant Funds are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to the Grantee if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the Grant Project.
- b. The use of the advance funds is adequately regulated by Grant or budgetary controls.
- c. The request for application (RFA) contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment
 - iv. The spending plan shall include Project schedules, timelines, milestones, and the Grantee's fund balance for all State grant programs
 - v. CARB shall consider the available Grant Fund balance when determining the amount of the advance payment
 - vi. Reports to CARB any material changes to the spending plan within 30 calendar days
 - vii. Agrees to not provide advance payment to any other entity, including subgrantees and other Recipients.

- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 calendar days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each Grant Fund disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
- g. CARB may provide an advance of the direct Project costs of the Grant if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- h. The Grantee assumes legal and financial risk of the advance payment.
- i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible Grant-related expenses as outlined in the Solicitation or will be returned to CARB.
- j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section 9 (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.
- k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 calendar days following the end date of this Grant Agreement term or the reversion date of the appropriation.
- l. Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.

7.4 Grant Disbursements

The Grantee shall not submit disbursement requests from June 1 through August 15 of each year, this will accommodate Fi\$Cal² going offline for end-of-year closing.

With each disbursement request, the Grantee must provide documentation as

² Fi\$Cal [Fi\\$Cal - State of California. One state. One system.](#) The Fi\$Cal system is how the State of California manages its finances combining the State's accounting, budgeting, cash management, and procurement operations into a single financial-management system.

required in this section:

- a. Grant Funds payments will be made when CARB has received and has determined (within its sole judgement) the Grantee has submitted a complete and accurate Grant Disbursement Request Form which identifies discrete payable milestones stipulated in Exhibit B, Attachment II (Project Milestones and Disbursement Schedule), and which satisfies the requirements specified herein, including Section 6, Section 7, Section 8 and Section 9 of this Grant Agreement , and is also accompanied by a Status Report that includes relevant documentation of accomplishments , and associated deliverables. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administration and Project funds identified in Exhibit B, Attachment II (with the exception of the final Project administration disbursement), necessary to assure the goals of the Projects are met.
- b. A payment will not be made if the CARB Project Liaison determines that a milestone has not been accomplished or documented, that a deliverable has not been provided, that claimed expenses are not documented or are not valid per the budget, not reasonable, or that the Grantee has not met other terms of the Grant.
- c. The Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgement of the Division Chief of the Mobile Source Division, are not reasonable or do not comply with the Grant Agreement.
- d. The Grantee shall submit completed and signed Grant Disbursement Requests to **CARB Accounting Section** via email to accountspayable@arb.ca.gov with a **CC to the CARB Project Liaison**. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation requested or required with the form.
 - i. Prior to submitting to the Accounts Payable Unit, the Grantee will submit disbursement requests to the CARB-designated Third-Party Administrator (Program administrator) and CARB Project Liaison to allow for a pre-review of the request. The Grantee agrees to modify, adjust, or provide supporting documentation justifying

disbursement requests, as identified by the Program administrator, or CARB Staff as needed. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of the request.

- e. CARB will withhold payment of up to 10 percent of the Grant Funds until completion of the Final Report and Intellectual Property and other property have been relinquished to CARB in accordance with Sections 9, 12 and 13 of this Grant. CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of Grant Funds.
- f. CARB shall disburse Grant Funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- g. The Grantee will pay out CARB Grant Funds to other sub-grantees or and Recipients ONLY on a reimbursement basis. There is no advance pay for Grantee's employees, agents, affiliates, officers, directors, subsidiaries, sub-grantees, or other Recipients.
- h. The Grantee shall not submit disbursement requests from June 1 through August 15 of each year to accommodate Fi\$Cal going offline for end-of-year closing.

7.5 Suspension of Payments and Grant Termination

- a. CARB reserves the right to issue a Grant suspension order in the event that a dispute should arise. The Grant suspension order will be in effect until the dispute has been resolved or the Grant has been terminated. If the Grantee chooses to continue work on the Project after receiving a Grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension. If CARB rescinds the suspension order and does not terminate the Grant, CARB, without any obligation to do so, may elect to reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of this Grant Agreement.
- b. CARB reserves the right to terminate this Grant without cause, upon 30 calendar days' written notice to the Grantee.
- c. 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 Grantee's employees, agents, officers, representatives, affiliates, or any of the Recipients have breached any of the terms, conditions, responsibilities or obligations of this Grant Agreement or if CARB has determined, in its sole discretion, that any of Grantee's employees, representatives, agents, officers, affiliates or any of the Recipients have violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB is an intended third party beneficiary.

- d. In case of early termination for whatever reason, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section 9 of these provisions. Upon receipt of the Grant Disbursement Request Form, Status Report, and upon the transfer of all intellectual property and other property to CARB, a final payment, the amount of which shall be solely determined by CARB within its absolute discretion, will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid, if any, shall not exceed the total Grant Fund amount.
- e. 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:
 - i. Failure to comply with any of the provisions of the Grant, including Exhibits.
 - ii. Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
 - iii. Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 - iv. Misuse of Grant Funds.
 - v. Funding of ineligible activities or other items.
 - vi. Exceeding the allowable Grant Fund allotment on an itemized or other basis.
 - vii. Insufficient, incomplete, or faulty documentation.
 - viii. Failure to provide required documentation or reports requested by CARB, or other State agencies, in a timely manner.

- ix. Poor performance as determined by a review or fiscal audit.
- f. 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:
 - i. Within fourteen calendar days of any request, timely develop and implement a corrective action plan.
 - ii. Immediately cease all work and spending, and notify all employees, representatives, agents, officers, affiliates, and Recipients to immediately cease all work and spending.
 - iii. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), 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. 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.
 - iv. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall immediately cease all work, and cease all expenditure of Grant Funds.
 - v. 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 Grant Disbursement Request, a and a Status Report covering activities up to and including the termination date. The Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request, and 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 Administrative Fee and, where

payments are being requested on behalf of a Recipient, then no payment shall exceed the total authorized amount for the Grant Funds.

7.6 Contingency Provision

In the event this Grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. CARB may also elect to award a grant in a manner consistent with direction provided in the FY 2021-22 Funding Plan and/or FY 2022-23 Funding Plan, which may include but is not limited to allocating the funds to other projects.

7.7 Documentation of Costs

- a. Personnel documentation must make use of timesheets or other labor tracking software.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Application Package (Exhibit F) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
- d. Any reimbursement for necessary supporting Project costs require receipts and/or invoices.
- e. 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 or out of country shall be reimbursed unless prior written authorization is obtained from CARB. The California Department of Human Resources (CalHR) travel and per diem reimbursement amounts may be found online at <https://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.
- 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 Grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in Status Reports and a Final Report.

7.8 Earned Interest

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

- a. Interest earned by the Grantee on this Project must be expended on eligible program costs (See Section 7 of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into this Project or returned.
- b. All earned interest income must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all Project expenditures funded with interest earned or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on this Project, as follows:
 - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on Advanced Technology Demonstration and Pilot project funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs.
 - iv. Earned interest must be fully expended by March 15, 2026 or returned to CARB.
- d. Documentation of interest earned on this Project must be retained for a minimum of three years after it is generated. Documentation of interest expended on this Project must be retained for a minimum of three years after the funds have been reinvested into the Project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

8. PROJECT MONITORING

8.1 Any changes in the scope or schedule for the Project shall require the prior written approval of CARB Project Liaison and may require a written Grant Agreement amendment.

8.2 The Grantee shall notify CARB Project Liaison in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the program in jeopardy. The Grantee shall also make such notification if there is a change in key Project personnel (see Exhibit B, Attachment IV).

8.3 In addition to Status Reports (see Section 9 of this Grant Agreement), the Grantee shall provide information requested by CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.

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

8.5 Where solely determined by CARB as necessary, site visits shall be established by CARB Project Liaison during the Term of this Grant.

9. REPORTING AND DOCUMENTING EXPENDITURE OF GRANT FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of all Grant Funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of Grant Funds.

9.1 Supporting Documentation

- a. The Grantee must submit to CARB and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Grant Agreement. CARB reserves the right to require Grantee to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CARB. The following documentation must be provided to CARB, as necessary, along with a Grant disbursement request form to support Grant disbursement requests:
 - i. Copy of the final itemized vehicle or vessel sales receipt/contract showing delivery confirmation, including documentation of the vehicle identification number (VIN) tag, vessel identification number (VIN), make, model, engine model year (if applicable), vehicle model year, and gross vehicle weight rating (if applicable).
 - ii. Copy of itemized equipment and labor expenses.
 - iii. Proof of temporary or permanent California vehicle registration for the vehicles.

- iv. Other substantiating documentation such as digital photos of the vehicles or vessels such as VIN tags, odometers; vehicle or vessel certifications such as California Highway Patrol or United States Coast Guard, proof of insurance and types of coverage.

9.2 Status Reports

The Grantee shall submit Status Reports at least quarterly but may submit on a monthly basis if necessary to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain the following information, at a minimum, in either Microsoft Word or PDF, and may include Microsoft Excel electronic files:

- a. Project Status Report number, title of Project, name of Grantee, date of submission, and Project Grant number.
- b. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan.
- c. Statement of work expected to be completed by the next progress report.
- d. Notification of problems encountered and an assessment of their effects on the Project's outcome.
- e. Data collected from vehicles, vessels, equipment, and facilities.
- f. Schedule of community outreach, workforce development and education conducted, materials used, number of people contacted, and number of participants, where applicable.
- g. Accounting records, including expenditure and income information, and supporting documentation.
- h. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation.
- i. Discussion of the Project's adherence to the Project timeline.
- j. Other data and analysis as mutually agreed upon between Grantee and CARB.

9.3 Final Report

When the Project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Grantee will provide a Draft Final Report within 90 calendar days of Project completion or by December 15, 2025, whichever comes first. The Finalized Final Report must be submitted 30 calendar days later or by March 15, 2026, whichever comes first. Final reports will contain the following information (at a minimum):

- a. Expenditures in detail to date and for the period between the last quarterly report and the Final Report.
- b. Overview of the Project from inception through Project end, including Project background, partnerships, and funding sources.
- c. Table and narrative of Project Milestones.
- d. VIN or other documentation for all vessels, vehicles, equipment purchased.
- e. Overview and outreach, workforce development and educational efforts.
- f. Estimated GHG and co-pollutant emissions reductions achieved.
- g. Other co-benefits to the identified low-income and/or disadvantaged community(ies) as mutually agreed upon between Grantee and CARB.
- h. Accounting records, including expenditure and income information, and supporting documentation.
- i. Best practices and implementation challenges including suggestions for future Project considerations.
- j. Recommendations for potential Program improvements.
- k. Other data and analysis as mutually agreed upon between Grantee and CARB.

9.4 Other Reporting

The Grantee must provide data in support of other CARB needs such as request from legislators, governor's office, data reporting needed by Greenhouse Gas Reduction Fund ("GGRF") reporting requirements and other data needs such as regulatory development.

- a. Detailed jobs creation data (aka. jobs reporting) will be required to be submitted. The required data may include the top three funded Project activities by cost, percent of total Project budget associated with each of the top three Project activities, job classifications or trades, job training credentials earned, number of jobs provided, total Project work hours, average hourly wage, total number of workers that completed job training, description of job quality (e.g., benefits provided such as health care and paid time off), and targeted hiring strategy used. The Grantee shall track and report information on employment outcomes from funded projects that provide jobs or job training, including:
 - i. Job classifications or trades
 - ii. Job training credentials
 - iii. Number of jobs provided (in full and for priority

- populations)
- iv. Total Project work hours (in full and for priority populations)
 - v. Average hourly wage (in full and for priority populations)
 - vi. Total number of workers that completed job training (in full and for priority populations)
 - vii. Description of job quality (e.g., benefits provided such as health care and paid time off)
 - viii. Targeted hiring strategy
 - ix. Census tracts of education and training(s), outreach, and partner organizations
 - x. Location of trainees/participants (priority population)
 - xi. Race/ethnicity of trainees/participants
 - xii. Number of trainees/participants completing training program (including number of certifications received)
 - xiii. Employment status, job titles, occupations, and salary wages of trainees/participants
 - xiv. Level of trainee involvement in training and curriculum design
- b. Program benefits reporting shall include, but is not limited to:
- i. Geographic distribution of workforce training, curriculum, and program offerings
 - ii. Increased connections to ZEV technology employers and industries
 - iii. Number of job placements, including full- and part-time jobs, and paid internships or apprenticeships
 - iv. Number of new full- and part-time jobs created and retained
 - v. Development of new partnerships with local and regional workforce entities, and economic/business development entities
 - vi. Connections between training and education programs and small, women, minority, disadvantaged, and certified business employment or support in priority communities
 - vii. Replication of concepts and program outcomes in other priority communities
 - viii. Community education events by type of event and attendance
 - ix. Direct address of community-specific workforce training

and development needs

- c. Program participant reporting shall include, but is not limited to:
 - i. Participant's level of satisfaction in their preparation for ZEV industry jobs and careers provided by the ZEV education and training program curriculum.
 - ii. Participant's current employment status (part- or full-time employment, or unemployed)
 - iii. Participant's level of satisfaction with services provided, including increased access to potential economic opportunities. (For example: improved outcomes over program expenses or investments, willingness to recommend the program to others)
 - iv. Participant's level of satisfaction with accessibility and ease of training program
 - v. Participant's level of satisfaction with program workforce, career development, and job placement support and opportunities
 - vi. Portal or other resources for existing trainees to provide their experiences and feedback loops to ensure changes to programs are made over time to best meet needs and boost new student recruitment.

10. OVERSIGHT AND ACCOUNTABILITY

10.1. The Grantee shall comply with all oversight responsibilities.

10.2. CARB or its designee may recoup the Grant Funds which were received based upon misinformation or fraud, or as otherwise allowed under any other term or condition of this Grant Agreement or State law. CARB also reserves the right to prohibit any entity from participating in future Advanced Technology Demonstration and Pilot solicitations.

10.3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associated with the Project, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

11. PROJECT RECORDS

As further described below, program records include but are not limited to Grantee, financial, and participant records. All Project records must be retained for a period of three (3) years after final payment under this Grant. All Project records are subject to audit pursuant to Section 13.4 of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB.

Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

11.1 Grantee Record

The Grantee shall retain a file for the projects carried out under this Grant Agreement containing, but not limited to:

- a. Original executed copy of the Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Policies and Procedures Manuals
- c. Copies of Grant Disbursement Request Forms and attachments
- d. Copies of Status Reports
- e. Documentation of earned interest generation and expenditure (see Section 7 for more information)
- f. Invoices from Project participants for reimbursable items
- g. All other information that documents all aspects of the Project

11.2 Financial Records

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

- a. Establish an official file for the projects, which shall adequately document all significant actions relative to the Project.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the projects.
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the projects including in-kind donations, if any.
- d. Establish an accounting system which will adequately depict final total costs of the projects, including indirect costs.

11.3 Project Participant Records

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

- a. Project participant applications (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Unique identifier that links each Project to its corresponding Project and associated cost
- d. Documentation on any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

12. INTELLECTUAL PROPERTY

Any webpage(s), websites, social media, patents, software, databases, program data, copyrights, tradenames, data, metadata, trademarks, computer programs, art or artwork, publications, writing, photos, images, sound recordings, film and other media or other intellectual property (collectively and each the “**Intellectual Property**”) developed, created or purchased using Grant Funds (in whole or in part) for the purposes of administering or implementing the Advanced Technology Demonstration and Pilot Projects are the sole and exclusive property of CARB. Subject to the terms and conditions of this Grant Agreement, during the Grant Term CARB grants to the Grantee a limited, fully revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free, and worldwide license to use, access and execute said Intellectual Property, including any updates and improvements that benefit the Project.

13. GENERAL PROVISIONS

13.1 **Additional Required Terms (Pass-Through Obligations) for Third Party Agreements:** All grants, subawards, subgrants, contracts, vouchers, agreements, and subcontracts entered into by and between Grantee and any Recipient or Recipients (as defined in Section 6 of this Grant Agreement) using or applying Grant Funds (in whole or in part) shall contain the following language (or similar language with the same meaning and intent):

- a. 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.

b. 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.

c. Payment (Recapture) 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 or subgrant 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 calendar days from the date of issuance of said notice.

d. 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.

e. 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 CARB-provided funds are used or applied to pay or reimburse Recipient.

f. 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.

g. 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.

h. 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 recaptured funds or liquidated damages, the full amount of all Grant 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 recaptured funds or 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 recaptured funds or 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.

i. 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, sub awardees, subgrantees, or any third parties.

j. 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 or recapture of funds, data security, insurance, confidentiality,

and the general provisions.

k. All Recipient agreements must also contain, at a minimum, all of the following:

- i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- ii. A detailed budget and timeline.
- iii. Provisions that allow for administrative, contractual, or legal remedies in instances where a Recipient violates or breaches any term or condition of any contract or agreement and provide for such sanctions and penalties as may be appropriate.
- iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
- v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB and Grantee.
- vi. Language conforming to all of the General Provisions of this Grant Agreement.

13.2 **Alternative Enforcement:** The remedies set out in this Grant Agreement are not exclusive. Nothing state in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power of prosecuting any violation of law.

13.3 **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties.

13.4 **Americans with Disabilities Act (ADA) Language:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by the Grantee and/or by any of its 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, as specified in any attached Exhibits (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 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. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee, along with its Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

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

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

- 13.5 **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the prior written consent of an authorized representative of Grantor in the form of a formal fully executed written amendment.
- 13.6 **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's employees, agents, officers, Recipients, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
- 13.7 **Audit:** Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the Bureau of State Audits, or any of their respective designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant Funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years from the date of termination, cancellation, or expiration of this Grant, unless a longer period of records retention is determined necessary by CARB or any State designated representative. Grantee agrees to allow such California designated

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

13.8 **Authority:** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf

13.9 **Availability of funds:** Grantee acknowledges, agrees, and understands that Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.

13.10 **CARB as Third Party Beneficiary:** Grantee represents, warrants, and agrees that CARB is and shall remain a third party beneficiary to all Recipient agreements, and Grantee shall ensure said Recipient agreements expressly state that CARB is a third party beneficiary.

13.11 **Compliance with laws, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its Recipients to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements during the Grant Term.

13.12 **Confidentiality:** No record which has been designated as confidential by CARB, shall be disclosed by the Grantee to any third parties (including Recipients).

13.13 **Confidentiality and data security:** Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, Grantee shall not disclose to any third party any record which CARB has designated as confidential. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Grantee shall give CARB at least 10 calendar days written notice prior to any planned disclosure, and Grantee shall not object to CARB seeking a court order preventing disclosure. It is expressly understood and agreed that information the Grantee collects on behalf of the Grantor or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the Grantor. Therefore:

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

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

by CARB.

- q. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- r. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the acts or omissions of Grantee or any of its employees, agents, officers, or 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.
- s. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests.
- t. The Grantee shall ensure that confidential, sensitive and/or PII information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- u. Grantee assumes all responsibility and liability for the security and confidentiality of the PII and confidential information under its control.

v. Rights to data: Grantee acknowledges, accepts, and agrees that as between Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation and materials shall remain the exclusive property of the Grantor, and Grantee has a limited, non-exclusive license to access, and use said information as provided to Grantee solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by Grantee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by any Grantee or third party service, for unrelated or commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.

w. Grantee certifies, represents, and warrants that:

- i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data;
- ii. Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 1. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 2. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Grantee's plan to correct any negative findings shall be made available to the Grantor upon request;
 3. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the Grantor upon request; and

4. Privacy provisions of the Federal Privacy Act of 1974;
- iii. Compliance with industry standards and guidelines applicable to the work performed under the Grant Agreement. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

13.14 **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.)

- a. 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.
- b. 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.
- c. 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.

- d. 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.

13.15 **Construction:** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

13.16 **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.

13.17 **Priority Populations:** The Grantee, for the purposes of this program and all projects, will ensure that all projects benefit designated priority populations, as identified by CalEnviroScreen 4.0. The identified priority population census tracts are available at:

<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>. The California Climate Investments Priority Populations Map is available at:
<https://webmaps.arb.ca.gov/PriorityPopulations/>

13.18 **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 calendar days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.

13.19 **Equipment/vehicle ownership:** All personal property (including Equipment) and all real property acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors, representatives, or Recipients during the Term using, in whole or in part, any Grant Funds, is, upon acquisition, the exclusive property of CARB. Equipment is defined as having a useful life of at least three years from the date of purchase, having an acquisition unit cost of at least \$5,000, and includes any products, objects, vehicles, computers, Intellectual Property, 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 any real or any personal property which may be more than three years. All such real and personal property shall be used solely for the purposes of carrying out the obligations of this Grant Agreement. If requested by CARB, the real or personal property 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 such real and personal property (inclusive of Equipment). After expiration or termination of the Grant, all acquired real and personal property that remains the property of Grantee shall continue to be used exclusively for the benefit of the Project, and shall NOT be sold, repurposed, abandoned, transferred, disassembled, destroyed, donated, leased, or used as security for a debt or collateral for a loan.

13.20 **Vehicle Charging Infrastructure and Equipment:** Prior to executing contracts Grantee must ensure the following requirements are included in all Recipient agreements and contracts and all or other agreements:

- a. Prior to authorizing work, a Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:
 - i. An Assembly Bill (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 awardee's or subgrantee's authorized representative.
 - ii. Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP certified electrician that will install electric vehicle charging infrastructure or equipment.
- b. Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a Project.

c. Prior to remitting payment to a Recipient, 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.

d. The requirements of this section do not apply to any of the following:

i. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.

ii. 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).

iii. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

13.21 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.

13.22 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, cultures, and income levels, including minority populations and low-income population of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, State, and federal laws.

13.23 Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant Funds to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of California law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

13.24 Force majeure: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately but no later than within fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables intellectual property and other information in relation to this Grant.

- a. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event nor is any Party relieved from those obligations which survive termination of the Grant Agreement.

13.25 Funding Prohibitions for Sectarian Purposes and Non-Public Schools: Grantee and the 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 Administrative Fees, Grant Funds, future or termination of this Grant Agreement or any other agreements.

13.26 **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.

13.27 **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, or 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, including, but not limited to, payment disputes with Recipients, employees, agents, affiliates, suppliers, and providers of services. Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. Grantee shall not use Grant funds for advance payments to Recipients, service providers, suppliers, or other third parties.

13.27.1 Upon request by CARB, Grantee shall provide CARB with a copy of any and all contracts and agreements where services or work will be funded using Grant Funds. CARB may also request copies of these documents during or after the Grant Term and Grantee agrees to provide them within five (5) calendar days of the date of the request. For contracts or agreements 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 contractor, subcontractor or other Recipient and specific items of cost expected to be incurred by that Recipient, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed agreement with all Recipients before a Recipient can incur any costs for which the Grantee will seek reimbursement.

- 13.27.2 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 contracts and subcontracts.
- 13.27.3 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.
- 13.27.4 Grantee is responsible for handling all contractual and administrative issues arising out of or related to any Recipient agreements it enters into to carry out or perform any of the work under this Grant Agreement. Nothing contained in this Grant Agreement or otherwise creates any contractual relationship between CARB and any Recipient, and no Recipient agreement may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of each Recipient or persons directly or indirectly employed by any of them.
- 13.27.5 The Grantee's obligation to pay its Recipients 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 Recipient. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each Recipient for work performed in accordance with the terms of that Recipient agreement and this Grant Agreement.
- 13.27.6 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.

13.28 **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 Grantee or any of its Recipients, affiliates, employees, officers, agents and assigns, including but not limited to the operation of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified or used with Grant Funds in whole or in part. Grantee shall ensure that the same or substantially and materially the same indemnification requirements in favor of the State of California are set out in each Recipient agreement.

13.29 **Independent Actor:** The Grantee, its agents, employees, affiliates,

Recipients, suppliers, officers, and assigns, if any, in their, its, his or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB or the State of California.

13.30 **INSURANCE REQUIREMENTS:** The Grantee and each Recipient must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. No payment of Grant Funds will be made under the Grant until the Grantee fully complies with all insurance requirements.

1. General Provisions

- a. Coverage Term – Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible for notifying 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 or a Recipient 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 and each Recipient is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – All 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 – All required insurance shall include the additional insured endorsements physically attached to all certificates of

insurance and not substituted by referring to such coverage on the certificate of insurance. In addition, Waiver of Subrogation or Right to Recover endorsements in favor of the State of California and the California Air Resources Board must be attached to each certificate of insurance.

- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s or any Recipient’s obligations under the Grant.
- h. Satisfying a Self-Insured Retention (SIR) - All policies with an SIR shall be endorsed to all 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.
- i. Use of Contractors or Subcontractors – In the case of the Grantee’s utilization of any Recipients to complete the Grant scope of work, the Grantee shall include all Recipients as insureds under the Grantee’s insurance or supply evidence of the Recipient’s insurance to the State equal to policies, coverages, and limits required of the Grantee.

2. Grant Insurance Requirements: The Grantee and each Recipient shall display evidence of the following on a certificate of insurance which includes all the required endorsements, including additional insured endorsements and waiver of subrogation/right to recover endorsements. Failure to provide the certificates upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificates of insurance:

- a. Commercial General Liability – The Grantee, and each Recipient, shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee’s or a Recipient’s limit of liability. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition

of this Grant Agreement, each insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- b. Automobile Liability – If the Grantee or a Recipient will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance is required. For vehicles used in a CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Grantee and each Recipient shall maintain motor vehicle liability with limits of not less than a \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the Grantee and each Recipient shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee and each Recipient must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
 - i. In the event that the Fleet Owner maintains business automobile liability insurance, the insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable.

- ii. By signing the Grant Agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- iii. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:
 - iv. If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; OR,
 - v. If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.
 - vi. Either policy must name, by endorsement, "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of any recipient of CARB funds including any electric bikes and scooters in connection with any such work or operations." The endorsement must state the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- c. Workers Compensation and Employers Liability – The Grantee and each Recipient shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- d. Crime Insurance – Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee and each Recipient 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. For any work or activity performed or carried out in whole or in

part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- e. Non-Profit Organization with Volunteers Only (applicable to non-profit organizations only): 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 reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- f. 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. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover

endorsement in favor of the State of California must also be attached to the certificate.

- 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. For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- h. Self-insurance – If a Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.
 - i. Workers' Compensation – The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
 - ii. All Other – The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan, and identify the source of funds for financing the plan.
 - a. Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.
 - b. Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.
- i. Harbors, Ports, Waterways, Vessel, Watercraft -- If the Grantee or any of the Recipients (funded in whole or in part with any Grant Funds) will be working with, on, in or around any harbor, dock,

marina, port or waterway or will be working with, building, designing, deploying, developing, operating or using any form of watercraft or vessel, then in addition to all other insurance coverage required in this Grant Agreement, the Grantee and said Recipients shall also carry the following insurance coverage:

(a) Marine General Liability (MGL) insurance, with no waterborne exclusions, and with a limit of not less than \$5,000,000 per occurrence/\$5,000,000 aggregate. MGL shall include, at a minimum, coverage for:

- (1) Premises Liability
- (2) Contractual Liability
- (3) Products and Completed Operations
- (4) Bodily Injury and Property Damage
- (5) Vessel Owner/Operator Liability
- (6) Sudden and Accidental Pollution
- (7) Vessel Hull & Machinery (H&M)
- (8) Marina Operators Legal Liability
- (9) Terminal Operators/Wharfingers Liability with a limit of not less than \$10,000,000 per claim/\$10,000,000 aggregate.
- (10) United States Longshore and Harbor Workers Compensation Act (USL&H) with statutory limits, for work that will take place on or over a navigable waterway.
- (11) Maritime Employers Liability (MEL) with a limit of liability of not less than \$1,000,000 per claim, for underwater or diving activity. Grantee and Recipients shall only use commercially certified divers for underwater or diving activities.
- (12) Protection & Indemnity (P&I) (including crew and passengers) with a limit of liability of not less than \$1,000,000 per claim for vessels carrying less than 25 persons (passengers or crew), and a limit of liability of not less than \$10,000,000 per claim for vessels carrying greater than 25 persons (passengers or crew).

(13) Vessel Pollution Liability with a limit of liability of not less than \$1,000,000 per claim for vessels carrying less than 25 persons (passengers or crew), and a limit of liability of not less than \$10,000,000 per claim for vessels capable of carrying greater than 25 persons (passengers or crew).

(b) For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

13.31 **Non-Compliance**

a. Without limiting any of its other remedies, CARB may, due to Grantee's or any Recipient noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to recapture or repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All work and 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 Grant Funds if work is not timely completed or for any other breach of this Grant Agreement.

b. Grantee understands, acknowledges, and agrees that any Recipient's failure to comply in whole or in part 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 and CARB some or all of which is impossible to easily calculate. Grantee understands, acknowledges, and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation, or termination of the Grant Agreement, whichever occurs later.

c. Liquidated Damages. If CARB determines, within its sole and

absolute discretion, that a Recipient is in breach or has breached any term or condition set out in this Grant Agreement that pertains to or applies to a Recipient, then Grantee shall ensure that said Recipient, immediately upon demand, pays to CARB, as a recapture of funds or liquidated damages, the full amount of all Grant Funds previously paid to the Recipient to date.

i. The Parties agree that quantifying the losses arising from a breach by a Recipient is inherently difficult insofar as breach may cause CARB and the State of California irreparable, serious, or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of recaptured funds or 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.

d. These obligations shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

e. CARB or its designee may also recoup or recapture Grant 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 any term or condition of this Grant Agreement or any requirement of the Moyer program due to misinformation, misrepresentation, or fraud.

f. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work; suspected or actual Recipient breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of funds; suspected or known violations of any Grant or subgrant 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 (including for recapture of Grant Funds from Recipients) as determined necessary by CARB or its representative.

g. 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.

13.32 **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:

13.32.1 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.

13.32.2 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.

13.32.3 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.

13.32.4 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.

13.33 **No Third Party Rights:** Except as otherwise expressly stated elsewhere in this Grant Agreement, this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or Grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation, or undertaking establish herein.

13.34 **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 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>.

13.35 **Order of precedence:** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

- a. Grant Agreement Cover Sheet
- b. Exhibit A – Grant Provisions
- c. Exhibit B – Statement of Work
- d. FY 2021-22 Grant Solicitation Package
- e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

13.36 **Ownership:** Ownership: All information, data, documents, Intellectual Property, including but not limited to webpages received, managed, or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents, or Intellectual Property shall be released to any third party without CARB's advance written approval except where allowed under this Grant Agreement. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time (no less than 5 business days) for CARB to challenge or stay any release in an appropriate court of law.

13.37 **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.

13.38 **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by and comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861), including but not limited to those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of any work under or for this Grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.

- 13.39 **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and licensed professionals are required for those services under California law.
- 13.40 **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.
- 13.41 **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.
- 13.42 **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
- 13.43 **Timeliness:** Time is of the essence in this Grant Agreement. Grantee and the Recipients shall proceed with and complete all projects in an expeditious and timely manner.
- 13.44 **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.
- 13.45 **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Exhibit B, Statement of Work

Grant No.: G21-ATDP-XX

Statement of Work

1. Budget Summary (Attachment I)
2. Project Milestones and Disbursement Schedule (Attachment II)
3. Project Schedule (Attachment III)
4. Key Project Personnel (Attachment IV)

Exhibit B, Budget Summary

Grant No.: G21-ATDP-XX

Attachment I – Budget Summary

Grantee: Eligible Applicant

Project: _____ Project

Costs	Grant	Applicant Match Funding		Total
	Cash	Cash	In-Kind	
Demonstration Technology Funds (CARB Funds)				
Administrative Funds (CARB Funds)				
Infrastructure Funds (CEC Funds)*				
Total				

*Please Note: CARB will fund infrastructure as well if applicable, and any funding that comes from California Energy Commission (CEC) will also require a CEC grant agreement as well, see solicitation for further details.

Exhibit B, Project Milestones and Disbursement Schedule

Grant No.: G21-ATDP-XX

Attachment II – Project Milestones and Disbursement Schedule

Grantee: Eligible Applicant

Project: _____ Project

Milestone	Task Description	Project Funding		Match	Funds
		Project Funds	Administrative Funds	Cash	In-Kind
1	Conduct Kick-Off Meeting. Task 1.1	\$0	\$20,000	\$0	\$0
2	Recurring Milestone: Project Administration	\$0	\$150,000	\$0	\$0
...
7	Execute purchase orders. Completion of Task 2.1	\$0	\$0	\$0	\$0
8.1	Part #1 delivered. Completion of Task 2.2.1	\$500,000	\$0	\$75,000	\$0
...
10	Vehicle deployment. Task 3.1	\$0	\$0	\$10,000	\$0
11	Data collection. Task 3.2	\$200,000	\$0	\$0	\$5,000
13	Draft Final Project Report: Completion of Task 1.4	\$0	\$0	\$0	\$0
14	*Final Project Report. Completion of Task 1.5	\$0	\$22,620	\$0	\$0
Subtotal of Project Funds and Administrative Funds		\$	\$	\$	\$
Grant Total Funding Amount		\$		\$	

*CARB will not reimburse for the Final Report until approval of the Final Report.

Exhibit B, Project Schedule

Grant No.: G21-ATDP-XX

Attachment III – Project Schedule

Grantee: Eligible Applicant

Project: _____ Project

Detailed Scope of Work and Schedule

Task	Start Date	Completion Date
Task 1 – Description		
Task 2 – Description		
Task 3 – Description		
Task 4 - Description		
Task 5 - Description		

Exhibit B, Key Project Personnel

Grant No.: G21-ATDP -XX

Attachment IV – Key Project Personnel

Grantee: Eligible Applicant

Project: _____ Project

Name	Position	Duties
	Project Manager	Oversees day to day management of the Project, overseeing all tasks and coordinating activities of all partners. Oversee Grant management and accounting and ensure that all Project timelines and milestones are achieved.
	Chief Technical Officer	Ensures the technical requirements, quality, and timing are met. Ensure engineering rigor is applied to the Project.
	VP, Technology Development	Oversees overall directions of the engine refinement program.
	Chief Engineer and Program Manager	Line manager with day to day responsibility of technology refinement and development.