

## APPENDIX E

### SAMPLE GRANT PROVISIONS

*NOTE: These sample grant provisions are provided for information only and do not constitute a binding agreement on either party. Specific language in any subsequent grant agreement is subject to change at the sole discretion of the California Air Resources Board.*

Community Air Grants (CAG) are administered by the Office of Community Air Protection, California Air Resources Board (CARB) under the authority of Assembly Bill 617 (AB 617) (C. Garcia, Chapter 136, Statutes of 2017). AB 617 requires CARB to administer grants for technical assistance to community-based organizations and California Native American Tribes. This Grant Award provides funding for activities to assist the Grantee for technical assistance and to support community participation in the implementation of Assembly Bill 617 (AB 617) (C. Garcia, Chapter 136, Statutes of 2017). The provisions in this Grant Agreement describe the procedures and requirements (e.g., report due dates, contents and formatting and payment conditions including eligible and ineligible costs, project completion and close-out procedures), and general terms and conditions (e.g., records and audit requirements) of the Grant Award.

#### **A. 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 Grantee (identified on the Grant Agreement Coversheet). CARB and the Grantee are each a Party and together the Parties to this Grant Agreement. The Parties Agree as follows:

The Grantee agrees to comply with the requirements and conditions set forth in this Grant Agreement, as well as all commitments identified in the Work Statement (Exhibit B) which include the following:

1. Grantee Application Package (Exhibit B)
2. Work Plan (as referenced interchangeably, a Statement of Work and Timeline or Exhibit B1)
3. Budget (as referenced interchangeably, a Budget or Exhibit B2)

#### **B. TIME PERIOD**

1. *Notice to Proceed and Grant Term.* The Grantee's performance of work or other expenses billable to CARB under this Grant shall only commence after full execution of this Grant Agreement by authorized representatives of both Parties. Performance on this Grant ends once Grantee has submitted the Final

Report or on the date this Grant is terminated or cancelled, whichever is earlier. There may be provisions of this Grant Agreement, such as recordkeeping requirements, that remain in effect after Grantee has submitted the Final Report or the Grant is terminated or cancelled.

2. Grant Agreement Amendment proposals must be submitted to CARB no later than March 2, 2026.
3. Implementation of the project Work Plan must be completed no later than March 31, 2027.
4. A Final Report must be received by CARB within 30 days after project completion or May 1, 2027, whichever is earlier.
5. Grant Disbursement requests must be submitted by the Grantee to CARB no later than May 1, 2027, to ensure adequate time for processing prior to the end of the fiscal year.
6. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if after 18 months from execution of the Grant, 60 percent of project funding has not been expended by Grantee.
7. Funds not liquidated by March 31, 2027, must be returned to CARB by April 15, 2027.

### C. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of the Grantee in the implementation and CARB in administration of the Grant. The duties and requirements described in this section are in addition to the duties, requirements, terms, and conditions discussed elsewhere in this Grant Agreement.

#### 1. Grantee's Responsibilities:

- a. Grantee's responsibilities include, but are not limited to: administer the various tasks of the project including project development, implementation, and reporting, record-keeping procedures, outreach and education and/or data collection, and responding to and participation in meetings with CARB staff. Exhibit B (Work Plan) details the project scope of work, timeline, key project personnel, project deliverables, and budget details.
- b. The Grantee's key project personnel will participate in an initial meeting ("Kick-off meeting") with designated CARB staff after execution of the Grant Agreement. The purpose of the initial meeting will be to discuss the overall plan, details of performing project tasks, the project timeline, and any issues that may need to be resolved. This meeting may be conducted online (virtually) if deemed appropriate by the CARB Project Liaison.
- c. For local community emissions reduction plan (L-CERP) type projects, the

Grantee’s key project personnel will also participate in meetings to discuss project progress at least biannually (twice a year) beginning within six months after the initial meeting. Additional meetings, including meetings with other L-CERP type project grantees, may be scheduled at the discretion of the CARB Project Liaison. Such meetings may be conducted in person, by phone or online (virtually) at the mutual agreement of CARB and the grantee.

**2. CARB’s Responsibilities:**

- a. Participate in regular meetings with Grantee and other key staff to discuss project refinements, performance, and guide the implementation.
- b. For L-CERP project types, convene Grantees at least biannually (twice a year) for sharing of best practices.
- c. Review and approve reporting, engagement, outreach, and education materials provided by Grantee, such as outreach and education materials, webpages, initial participant surveys, annual progress and biannual progress reports, and the final report.
- d. Review and approve all Grant Disbursement Request Forms and distribute grant funds to the Grantee.
- e. Review and approve all Advance Payment requests and distribute funds to the Grantee.
- f. Provide project oversight to the Grantee.
- g. Make Grantee Work Plans and Final Reports publicly available.

**D. REPORTING AND MILESTONES**

**1. Biannual and Annual Progress Reports (not including the Final Report)**

*Reporting Requirements and Deadlines.* After full grant execution, Grantee must submit two reports per project year to CARB beginning October 15, 2025, and continue biannually through the end of the grant term, or until all funds have been liquidated. The biannual and annual reports due and progress made in the reporting period of each report is summarized in the table above.

All Progress Reports must be submitted electronically to CARB Community Air Grant Program at [AirGrants@arb.ca.gov](mailto:AirGrants@arb.ca.gov). CARB has available an [Air Grants Reporting Template Form](#) to assist the Grantee in completing grant reporting requirements below.

All Progress Reports must at a minimum, include the responses and information to the items below:

- a. **Grantee Name, Progress Report number, Date of progress report**

submission, and Grant identification number.

- b. Overall percentage of work completed for reporting period.
- c. Detailed Summary of Work completed and in progress since the last progress report, arranged according to tasks and activities as shown in the Work Plan.
- d. Project progress during the reporting period that details the following:
  - i. How is the grant being utilized to meet the goals of Assembly Bill 617? Include how the Grantee is tracking project metrics and the evaluation of such metrics to meet Project objectives.
  - ii. How does the project meet the criteria for providing direct, meaningful, and assured benefits, while also addressing a community need?
  - iii. What were the accomplishments or successes made to date in relation to the Project's goals and objectives?
  - iv. Were there any challenges or barriers encountered in the implementation of the project during the reporting period? If so, what were the challenges and barriers? How were they addressed and resolved during this reporting period?
  - v. A brief discussion of work to be conducted during the remainder of the grant project. If necessary, detail any proposed adjustments to the Work Plan resulting from process and progress evaluation, and why they are necessary.
  - vi. Discussion of how the project is meeting the project Work Plan timeline and if not meeting the timeline, what steps the Grantee will take to get the project back on schedule.
  - vii. If applicable, include the following:
    - Photos of project implementation activities.
    - Data collected from monitoring activities (submitted to CARB's Air Quality Viewer or AQView, a statewide air quality data portal for all community air quality data collected under California Assembly Bill 617 (AB 617), [aqview@arb.ca.gov](mailto:aqview@arb.ca.gov)).
    - Assessment of behavior change of community residents involved in the project, participant evaluations including the results of any pre- and post-project surveys conducted.
    - Any changes in participant knowledge of and participation in the Community Air Protection Program.
    - Description of community engagement, partnership development, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.

- viii. CCI Reporting Requirement for all Progress reports due on October 15: The Grantee must also complete the California Climate Investment Program’s evaluation form “Priority Population Benefit Criteria Table for Technical Assistance and Capacity Building” (CCI Form), dated February 2019 or any subsequent edition, located at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>
- e. **Summary of Total Grant Funds remaining and expended**
- f. **Expenditure summary detailing how all the grant funds that were advanced (if applicable) and reimbursed were spent since last progress report.** Include summary of expenditures arranged according to tasks and activities as shown in the Budget.
- g. **Detail costs associated with specific project tasks or activities made during the reporting period,** including but not limited to the following:
  - Attending CARB/air district meetings or other AB 617 implementation meetings or efforts
  - Community tours in support of AB 617 activities
  - Conducting community needs assessments as it relates to AB 617
  - Data analysis
  - Deploying community-based monitoring systems
  - Developing air quality communication programs
  - Hardware for community-run monitoring systems
  - Hiring specialized staff
  - Hiring technical experts or consultants
  - Identifying sources of emissions in communities
  - Assessing emissions inventories in communities
  - Identifying and siting locations for monitoring
  - Meeting facilitation and travel
  - Planning/design of systems or components of projects
  - Staff and/or community resident training

## 2. Final Report

- a. The Grantee must submit a Final Report to CARB by, or before, May 1, 2026, or upon request for disbursement of all remaining funds, whichever is earlier.
- b. If 80 percent or more of the grant funding is requested before the October

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15, 2024, or April 15, 2024, or October 15, 2025, Progress Report is due, in lieu of these progress reports, a Progress Report or interim Final Report, whichever is deemed more appropriate by the CARB Project Liaison, is due and must be submitted with the Grant Disbursement Request for the Advance Payment or Grant Disbursement reimbursement of the 80 percent or more of the grant funding.

- c. At a minimum, the Final Report must include the following:
- All required information contained in section D, Reporting and Milestones, the Biannual and Annual Reports described above summarized.
  - An accounting summary of funds expended and if applicable, any funds not expended and details on why these grant funds were not expended.
  - A summary of how the goals of the project have been achieved.
  - Report on best practices and lessons learned, including suggestions for future project considerations for transferability in other impacted communities.

## FISCAL ADMINISTRATION

### 1. Budget

- a. The Budget for this Grant is shown in Exhibit B. Grant Disbursement Requests for Grant Funds shall not exceed the Grant Award amount. Under no circumstances will CARB advance pay (as applicable) or reimburse the Grantee for more than the Grant Award amount.

### 2. Eligible Costs

Administrative and project costs will be reimbursable with Community Air Grant funds:

- a. Administrative costs for this project may not exceed twenty (20) percent of the awarded Air Grant funds. Administrative costs include but are not limited to the following:
  - i. Operating costs (e.g., rent, supplies, and equipment, insurance liability costs for this grant)
  - ii. Indirect costs (e.g., distributed and general administrative services, office space, rent, and telephone services)
  - iii. Overhead
  - iv. Records retention
  - v. Printing and mailing services not associated with staff working on the project
  - vi. Any other costs that are not directly and fully incurred to support the grant
- b. Project costs will be fully reimbursable with Air Grant funds. Project costs are defined as costs directly tied to the implementation of the grant, consistent with the Work Plan, Exhibit B1 and Budget, Exhibit B2 of this Grant Agreement. Project costs include the following:
  - i. All components of project implementation
  - ii. Personnel costs and fringe benefits
  - iii. Travel expenses and per diem rates set at the rate specified by [California Department of Human Resources \(CalHR\)](#).
    - a. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB prior to travel. CalHR's travel and per diem reimbursement amounts may be found online at

[www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx](http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx). Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.

- iv. Outreach and education
- v. Supplies
- vi. Research and data analysis
- vii. Costs associated with equipment and infrastructure that is used directly for the purposes of the project, air monitoring equipment and technology, data collection and analyses costs
- viii. Program evaluation
- ix. Required reporting
- x. External consultants (if pre-approved by CARB) third-party contracts for direct support
- xi. Information technology related to project implementation
- xii. Hardware/software costs to support monitoring systems. This includes the direct maintenance of these components, if required by the project

Other eligible costs that may be covered by this CARB funding include:

- a. Attending CARB/air district meetings or other (AB 617) Community Air Protection Program implementation meetings or efforts
- b. Community outreach and engagement events and support, including but not limited to the following:
  - Language translation and interpretation services
  - Television, radio, social media advertising
  - Participant compensation that is an exchange of payment for services rendered in the development of community work products, and appropriately documented with deliverables such as sign in sheets or written surveys
  - Provision of transportation services for community residents, such as a vanpool
  - Refreshments and/or meals may be allowed at CARB's sole discretion. CARB retains the discretion to allow or deny these costs. Must obtain prior approval from CARB for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). Must send requests for approval to the CARB Grant Project Liaison that include: (1) A description of the purpose, agenda, location, length, and timing for the event, (2) An estimated budget and description for the

light refreshments, meals, and/or beverages to be served at the event(s), and (3) An estimated number of participants in the event and a description of their roles. Note: Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under CARB Community Air Grant Agreements. Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's CARB Grant Project Liaison, however, CARB's Community Air Protection Grants Program Manager will make final determinations on allowability. CARB prohibits the use of CAG funds for receptions, banquets, and similar activities that take place after normal business hours unless a justification has been submitted that has been expressly approved by CARB's Community Air Protection Grants Program Manager

- c. Transportation to support community tours in support of AB 617 activities
- d. Conducting community needs assessments as it relates to Community Air Protection Program
- e. Data analysis and/or visualization
- f. Deploying and maintaining community-based monitoring systems
- g. Developing air quality communication programs
- h. Hardware for community-run monitoring systems
- i. Hiring specialized staff
- j. Hiring technical experts or consultants
- k. Identifying sources of emissions in communities
- l. Identifying and siting locations for monitoring
- m. Meeting facilitation
- n. Travel costs to attend meetings with other CAG grantees as invited by CARB
- o. Costs associated with community engagement and outreach are considered eligible, in keeping with the program's objectives of increasing access and accountability to disadvantaged communities, and recognizing that public participation in community engagement activities is a benefit to the project and public
- p. Planning/design of systems or components of projects
- q. Rental costs of equipment, facilities, or venues for participation in or as it relates to the AB 617 Program
- r. Staff and/or resident training
- s. Salaries, wages, and compensation for staff and community resident participation, respectively, in the Community Air Protection Program

- t. Costs associated with Community Air Grant insurance liability certificate requirements for this Grant Award
- u. Provision of youth focused activities for community residents in support of project goals and objectives

### 3. Ineligible Costs

Any costs not included in the approved Budget, and not directly related to the Project, are ineligible for reimbursement. For any questions regarding ineligible costs, contact the CARB Project Liaison.

Examples of ineligible costs for funding include, but are not limited to, the following:

- a. Lobbying or advocacy activities relating to any federal, state, regional, or local legislative, quasi-legislative, adjudicatory, or quasi-judicial proceeding involving the development or adoption of statutes, guidelines, rules, regulations, plans or any other governmental proposal, or involving decisions concerning siting, permitting, licensing, or any other governmental action.
- b. Litigation, administrative challenges, enforcement action, or any type of adjudicatory proceeding. This includes but is not limited to funding of a lawsuit against any governmental entity or against a business or an activity owned by a business.
- c. Personnel or travel-related costs, stipends, contract or subcontract costs to elected officials or employees of the California Air Resources Board, the 35 local air district boards, or the California Environmental Protection Agency.
- d. Expenses that have occurred prior to the execution of this Grant Agreement.
- e. Matching state or federal funding.
- f. Performance of any technical assessment for purposes of opposing or contradicting a technical assessment prepared by a public agency.
- g. Administrative, indirect, or overhead costs that exceed 20 percent of the grant funds reimbursed.
- h. Profit or mark-up by the Grantee.
- i. Referral fees.
- j. Services, materials, or equipment already paid for by another local, state, or federal grant program.
- k. Out-of-State travel (unless prior written authorization is obtained from CARB prior to any travel).

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- l. Overtime costs/compensated time off (except for when law or labor contract requires overtime compensation).
- m. Purchase of the following equipment: cell phones, pagers, cameras, personal digital assistants, computers, laptops, and other similar electronic and telecommunication devices.
- n. Travel expenditures that exceed the State rate (for hotel and meal rates, see the [California Department of Human Resources website](https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx) at <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>). On the page link, see short-term lodging reimbursement rates. No travel reimbursement will be paid without a legible valid receipt that includes all required receipt information (see Section 4 - Grant Disbursements, bullet ii – Supporting Documentation).
- o. Direct cash benefits or subsidies to participants, which are unrelated to specific community work products
- p. Alcoholic refreshments.
- q. Provision of childcare services for community residents.
- r. Participant incentives, such as door prizes, which are unrelated to specific community work products.
- s. General meetings that do not specifically discuss or advance implementation of the Community Air Protection Program Community Air Grant project.
- t. Any pre-paid expenditures for future goods or services delivered beyond the end of the grant term.
- u. Prepaid credit/cash cards, gift cards, gift certificates, grocery cards, transportation cards, and phone cards.
- v. Fines or penalties due to violation of international, federal, state, or local laws, ordinances, or regulations.
- w. Expenses for audits of the Grantee's entire organization, or portions thereof.
- x. Prohibition on Funding Non-Public Schools and Sectarian Purposes: Grantees may use or authorize the use of CARB funds only in any manner that is consistent with applicable laws, including but not limited to California Constitution, article XVI, section 5; California Constitution article IX, section 8; and federal law. CARB reserves the right to obtain additional information from applicants and Grantees to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of grant funding or termination of this Grant Agreement.
- y. Promotional giveaway items or swag. Ineligible giveaways items include, but are not limited to, key chains, letter openers, door hangers, squeeze

toys, coffee mugs, gift incentives, frisbees, hats, t-shirts, chip clips, pens, pencils, Beanie Babies, screwdrivers, calendars, pencil holders, magnets, dried sponges, flash drives, etc.

- z. Costs deemed by the CARB Project Liaison to be unreasonable, excessive, inappropriate, not related to the purpose of the grant, or not consistent or in compliance with the Grant Agreement.
- aa. Other work deemed ineligible by CARB, or not consistent with state law. CARB reserves the right to remove discrete elements of projects selected for funding that CARB determines to be ineligible, in accordance with California Health and Safety Code section 44391.2(d).

#### 4. Grant Disbursements

- a. Grant payments shall be made for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form and required supporting documentation. Grant Disbursement requests are subject to CARB's approval of the Grantee's Biannual and Annual Progress Reports and any accompanying deliverables (see Workplan, Exhibit B1 of this Grant Agreement).
- b. A Grant Disbursement payment will not be made if the CARB Project Liaison deems that a task has not been accomplished or documented; that a deliverable meeting specification has not been provided; that claimed expenses are not documented, not valid per the Budget (see Budget, Exhibit B2 of this Grant Agreement), or not reasonable; or that the Grantee has not met other terms of the Grant.
- c. Requests for Grant Funds in advance of performing the work or incurring the cost requires full compliance with the Advance Pay provisions of this Grant Agreement. The Grantee may submit an Advance Payment Request Form (see Section 5, Advance Payment) and a Projected Advance Funds Spending Plan, a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section 4, Grant Disbursements. The Grantee, as a recipient of a CARB advance payment, cannot advance pay to any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the Grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
- d. The Grantee shall submit all Grant Disbursement Requests to CARB Community Air Grants Program CARB Project Liaison at: [airgrants@arb.ca.gov](mailto:airgrants@arb.ca.gov). The Grantee must submit all Grant Disbursement Requests electronically based on CARB's current electronic submission

guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

- e. The Grant Award is shown in the Grant Coversheet, Box “Total Grant Not to Exceed”. Under no circumstance will CARB advance or reimburse the Grantee for more than this amount shown in this box.
- f. Budget for this grant is shown in Exhibit B2.
- g. Grant payments shall be made only for reasonable costs incurred by Grantee and must be consistent with the Work Plan, Exhibit B1 and Budget, Exhibit B2 of the Grant Agreement.
- h. The Grantee shall not submit disbursement requests from June 1 through June 30 of each year. This will accommodate FISCAL going offline for end-of-year closing.

i. **Required Documentation**

Grant payments are subject to CARB’s approval of the Grant Disbursement Request Form and supporting documentation.

The Grantee shall submit the Grant Disbursement Requests to CARB Community Air Grants Program at [airgrants@arb.ca.gov](mailto:airgrants@arb.ca.gov). The Grantee must submit this electronically based on CARB’s current electronic submission guidance at the time of request.

Requests for grant disbursements must include the following:

- a. **Grant Disbursement Request Form** – Requests for payment must be made with the Grant Disbursement Request Form and contain all supporting documentation required to be submitted with the Grant Disbursement Request Form. Grant Disbursement Request Forms must have verifiable supporting documentation of expenses incurred as approved by CARB. Supporting documentation must be attached to the Grant Disbursement Request Form. The Grantee must include a disbursement justification that documents expenditures or planned near-term expenditures, as discussed in Section D, Reporting and Milestones, for which disbursement was utilized and may include, but is not limited to receipts, invoices, timesheets.

The Grantee shall submit a completed, signed, and dated Grant Disbursement Request Form to the CARB Project Liaison. This form must be signed by the Signature Authority designated and authorized on the Payee Data Record (STD 204) submitted to CARB. The Grantee should type or print the Signature Authority’s name and title below the signature and provide the signature date.

- b. **Expenditure Itemization Summary** - All expenditures must be itemized in an Expenditure Itemization Summary, which must be included with each Grant Disbursement request. (An expenditure itemization summary looks much like a detailed budget. All expenses that the Grantee requests to have reimbursed with Grant funding must be included on the expenditure itemization summary submitted as part of the Grant Disbursement request.) The Expenditure Itemization Summary should add up correctly and coincide with supporting documentation, receipts, and invoices.

ii. **Supporting Documentation**

Appropriate supporting documentation must be submitted with the Grant Disbursement Request Form which includes as applicable, invoices, receipts, or purchase orders with proof of payment. For example, all lodging (e.g., hotel) expenditure claims must be accompanied by a receipt. All claims for compensation to assist in the participation and access to decision-making process of the Community Air Protection Program, must be accompanied by a proof of payment. All documentation must be legible. Incomplete or illegible documentation will not be accepted. Types of acceptable documentation include, but are not limited to, the following:

- a. **Invoices.** Must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased including dates, total hours billed, hourly rate for services or cost per item, total amount due, and the date of the invoice.
- b. **Receipts.** Receipts must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased, amount due, and the date of purchase.
- Printing, mailing, and records retention must be documented with receipts or invoices.
  - **Consultant or Contract Fees. 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 (Exhibit B2) are considered pre-approved by CARB.
  - **Amazon and other online vendor receipts** must include vendor information (e.g., website address or U.S. postal mailing address, phone, business ID) and detailed purchaser or traveler information including U.S. postal mailing address and phone), and detailed purchased information.
- c. **Purchase Orders with proof of payment.** Purchase orders must include the name of the vendor, vendor's telephone number and address, description of goods or services purchased including dates, total hours billed, hourly rate for services or cost per item, total amount due, and the date of the purchase order, and must be accompanied by proof of payment (e.g.,

copies of cancelled checks).

- d. **Personnel Expenditure Summary.** Personnel expenditures should be summarized and include expenditures for personnel time based on actual time spent on grant-related activities. Personnel documentation must make use of timesheets or other labor tracking software. Other documentation may also be used to verify the number of staff and actual hours, or percent of time staff devoted to project implementation and outreach but should be confirmed with the CARB Project Liaison for satisfaction of CARB documentation requirements.
- e. **Travel Costs.** All travel expenses must be documented with receipts or invoices.
  - Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). The 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.
  - **Emailed airline or other travel-related receipts or invoices** must include vendor information (e.g., U.S. postal mailing address, phone, business ID), purchaser or traveler information, and detailed trip/purchased information.
  - **Mileage reimbursement requests** must be accompanied by the traveler's first and last name, the traveler's title, the travel start and end dates (month, date, and year) and times (24-hour format), the trip's starting and ending physical addresses, the number of vehicle miles traveled over the total trip. Date ranges without the details specified above are not complete or acceptable.

## 5. Advance Payment

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

The Grantee acknowledges that advance payment requests will comply with Sections 11019.1 or 11019.3 of the Government Code, as well as Health & Saf. Code, section 39603.1 and California Code of Regulations (C.C.R.), title 17, sections 91040 through 91044. The Grantee agrees that this Agreement may be reopened and modified to reference and comply with any additional or revised statutes or regulations regarding advance pay, as appropriate.

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Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. For any advance payment request, all of the following requirements apply and must be met:

- a. Only CARB shall authorize an advance payment, and all such approvals fall within the sole discretion of CARB.
- b. CARB shall prioritize advance pay to qualifying recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.
- c. The advance pay shall not exceed 25 percent of the total grant amount or contract awarded to that qualifying recipient. At CARB's sole and absolute discretion, the advance pay may exceed the 25 percent limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying recipient provides sufficient justification and documentation for that larger advance.
- d. CARB shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying recipient's workplan and written justification.
- e. Grantee shall:
  - i. Complete, and submit to the Grantor for review and approval, an Advance Payment Request Form, along with each Grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
  - ii. Submit a certification to CARB pursuant to C.C.R., title 17, section 91043 for each Advance Payment Request Form.
  - iii. Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.
  - iv. Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, a spending timeline, and a workplan developed in a form and manner specified by CARB. The spending plan shall include the Grantee's fund balance for all state Grant programs.
  - v. Deposit any funds received as an advance payment into a federally insured account of, and in the name of, the recipient entity that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant or contract moneys, subject to federal and state laws and regulations, and the

recipient shall report interest earned on the advance payment to the Grantor. The recipient's account shall be in the recipient entity's name, and not in the name of any of its directors or officers.

- vi. Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the recipient or subrecipient. Further advance payments may be made if a grantee or contract recipient is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by CARB.
  - vii. Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section, and as otherwise required by CARB. All unused funding provided as an advance payment, but not expended within the grant or contract timeline, shall be returned to CARB.
  - viii. Provide a progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.
  - ix. Remit to the CARB any unused portion of the advance payment and interest earned on the advance payment by April 15, 2026.
  - x. Return all unspent grant funds, including earned interest, in the event of non-performance by the Grantee. Within 45 calendar days of receipt of notice from CARB of Grantee non-performance, Grantee shall provide a money transfer confirmation of the returned funds.
  - xi. Assume all legal and financial risk of the advance payment.
  - xii. Require all subrecipient entities Grantee contracts with or awards grant moneys to comply with state statutes, regulations, requirements, and the terms and conditions of this Grant Agreement between Grantee and CARB.
- f. Grantee must satisfy all of the following additional requirements in order to be a qualifying recipient to receive any advance payment:
- i. Demonstrate that they have no outstanding financial audit findings related to any of the moneys eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the Grantee is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

- ii. Report to CARB any material changes to the spending plan within 30 days.
- iii. Obtain insurance, if required by CARB and as indicated in the applicable the grant agreement or contract.
- iv. Agree to not provide advance payment to any other entity or person.
- g. The Grantee must email the completed and signed Advance Payment Request Form(s) to the CARB Community Air Grant Program Project Liaison at [airgrants@arb.ca.gov](mailto:airgrants@arb.ca.gov).
- h. Advance grant payments are subject to CARB's approval of the Advance Payment Request Form.
- i. Biannual reports must substantiate Grant costs incurred as discussed in Section D, Reporting and Milestones for which Advance Pay was utilized, and may include, but is not limited to the following: receipts, invoices, timesheets.

## **7. Budget Flexibility**

Subject to the prior review and approval of CARB, line-item shifts of up to 15 percent of the grant budget total may be made up to a cumulative maximum of 15 percent for all line-item shifts over the life of the project. There must be a substantial business justification for any shifts made.

Line-item shifts may be proposed and/or requested by either CARB or the Grantee in writing and must not increase or decrease the total Grant Award amount allocated. Any line-item shifts must be approved in writing by the CARB Project Liaison, or his/her/their designee.

## **8. Suspension of Payments or Early Grant Termination**

- a. CARB reserves the right to issue a Grant Suspension Order in the event that a dispute should arise. If issued, a Grant Suspension Order will be in effect until the dispute has been resolved or the Grant has been terminated.
- b. If Grantee chooses to continue work on the project after a Grant Suspension Order, Grantee will not be reimbursed for any expenditure incurred during the suspension if CARB terminates the Grant.
- c. If CARB rescinds the Grant Suspension Order and does not terminate the Grant, CARB will reimburse Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the Grant.
- d. CARB reserves the right to terminate this Grant upon 30 days written notice to Grantee. Upon grant termination, all remaining funds must be immediately returned to CARB.

## **9. Earned Interest**

“Earned interest” means any interest generated from grant funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Grant funds into the project for which the grant was awarded.

- a. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended, as follows:
  - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned non-Grant funds
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs
- b. Such funds must be fully liquidated or returned to CARB by completion of the project or by April 15, 2026, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or April 15, 2026, whichever comes first.
- c. Documentation of earned interest expended must be retained for a minimum of three (3) years after it is generated. Documentation of interest expended on CARB-approved projects must be retained for a minimum of three (3) years after it has been expended.

**10. CARB Community Air Grants Project Liaison Contact**

(Correspondence regarding this project shall be directed to the following):

**OCAP Community Air Grants Project Liaison**  
California Air Resources Board  
Office of Community Air Protection

Address: 1001 I Street, 7<sup>th</sup> Floor  
Sacramento, CA 95814  
Email: [airgrants@arb.ca.gov](mailto:airgrants@arb.ca.gov)

**11. Project Records**

- a. Project records include but are not limited to Grantee and financial 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 this Grant Agreement. Upon completion of the third year of record retention, Grantee must deliver all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
- b. Grantee Record—Grantee shall retain a project file containing:

- i. Original executed copy of the Grant Agreement and Grant Agreement Amendments, if applicable.
  - ii. Copies of the project implementation plan and all its parts.
  - iii. Copies of Grant Disbursement Request Forms and supporting documentation that have been submitted.
  - iv. Copies of bi-annual and annual progress reports and the final report.
  - v. All other information that documents all aspects of the project, including copies of communications between Grantee and CARB; copies of any decisions that CARB has made in support of the project; presentations, pamphlets, posters, videos, or other media created or used to support the project; any documents created or used to support outreach of the project; and any data collected during the implementation of the project.
- c. Financial Records—Grantee must:
- Without limitation of the requirement to maintain project accounts in accordance with generally accepted accounting principles, the Grantee must:
- i. Establish an official project file, which shall adequately document all significant actions relative to the project.
  - ii. Establish an accounting system, which will adequately depict detailed and final total fund expenditures of the project, including both direct and indirect costs.
  - iii. Document interest earned on project grant funds, and their expenditure or return to CARB (see Section 9 for more information).
  - iv. Documentation of Grantee fund expenditures:
    - a. All fund expenditures must be documented.
    - b. Personnel costs documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percent of time staff devoted to project administration and outreach.
    - c. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultants and fees must be pre-approved by CARB.
    - d. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
    - e. Indirect costs methodology must be documented.

## 12. California Climate Investments Acknowledgement



- a. All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites must display the California Climate Investments logo above.
- b. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB’s Community Air Grants program 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: “[Project Name] is supported by the “California Climate Investments” (CCI) program, 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.” When applicable, the Spanish translation acknowledgement must read as follows: “[Project Name] forma parte de las Inversiones del Clima de California, una iniciativa estatal que destina 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.” Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: [www.caclimateinvestments.ca.gov/logo-graphics-request](http://www.caclimateinvestments.ca.gov/logo-graphics-request)
- c. The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund. 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.

### 13. Insurance Requirements

Grantee must comply with all requirements outlined in this Grant Agreement and the Insurance Requirements outlined in this section. No payments will be made under this grant until Grantee fully complies with all insurance requirements.

1. Grant Insurance Requirements – Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:

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- a. Commercial General Liability – Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.
  - b. Automobile Liability – Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of owned, hired and non-owned vehicles. The policy must name the State of California, its officers, agents, and employees as additional insured.
  - c. Workers Compensation and Employers Liability – Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this Grant Agreement, Grantee acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.
2. General Provisions Applying to All Policies:
- a. Coverage Term – Coverage needs to be in force for the complete term of the Grant. If insurance expires during the term of the grant or is terminated for any reason, a new certificate must be received by the State at least ten (10) days prior to the expiration or termination of this insurance. Any new insurance must comply with the original or prevailing Grant terms should this Grant Agreement be amended or modified for any reason.
  - b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five (5) 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 Grantee agrees no work or services will be performed prior to obtaining such approval. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.

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- c. Premiums, Assessments and Deductibles – Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within its insurance program.
- d. Primary Clause – Any required insurance contained in this 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 satisfying the insurance requirements of this Grant Agreement must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VII. If Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State or required in this Grant Agreement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate insurance coverage that does not comply with the terms of this Grant Agreement or lack of insurance does not negate Grantee’s obligations under the Grant.
- h. Satisfying an SIR — All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State’s discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. The Grantee’s insurer may also eliminate the SIR / deductible in favor of the State’s interests.
- i. Available Coverages/Limits — All coverage and limits available to the Grantee / subcontractor shall also be available and applicable to the State.
- j. Use of Contractor — In the case of Grantee’s utilization of contractors, consultants, or subcontractors to complete any part of the Grant Scope of Work, Grantee shall include all contractors, consultants, and/or subcontractors as insured under Grantee’s insurance or supply evidence of contractor’s, consultant’s, and/or subcontractor’s insurance to the State equal to policies, coverages, and limits required of Grantee.
- k. 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.

#### 14. General Terms and Conditions

1. **Use of Terms:** A subgrant or subaward is a grant, award, or similar funding provided by the Grantee pursuant to this Grant Agreement to a “subawardee” or “subgrantee” that is used to support a project that the subawardee or subgrantee carries out in support of the project. The subawardee or subgrantee performs substantive work on behalf of the Grantee and/or has responsibility for programmatic decision-making, and does not make a “profit” or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a “contractor” or “vendor” under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as “Recipient”.
2. **Accessibility:** Grantee shall ensure that all products, documents, and services submitted or otherwise provided to CARB or made available to the public by Grantee under this Grant, 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 (collectively, the “Work”), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, 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 or the public in PDF format, Grantee shall also provide to CARB an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of Work provided under this Grant for a period of one year following delivery of the final Work under this Grant. Grantees may use administrative funds to comply with applicable portions of this section. Deviations from the Accessibility Requirements are permitted only by advance written consent from CARB in each instance.

#### 3. Additional Remedies for Non-Compliance:

- a. Without limiting any of its other remedies, CARB may, due to Grantee’s 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's, or its Recipients as applicable, 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 agrees that Grantee's said compliance is a precondition to the Grant Award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).
- c. If CARB determines, within its sole and absolute discretion, that a Recipient of Grantee is in breach or has breached any term or condition set out in this Grant Agreement that pertains to or applies to Recipients, 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.
- d. The Parties agree that quantifying the losses arising from a breach by a contractor or subcontractor 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.
- e. The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations, or laws caused by any third party.
- f. CARB or its designee may also recoup or recapture Grant Funds from Grantee or its Recipients due to misinformation, misrepresentation, fraud, or misuse of funds. CARB also reserves the right to prohibit any entity, including but not limited to Grantee, from participating in existing or future CARB programs, projects, or grants due to noncompliance with any term or condition of this Grant Agreement or due to misinformation,

misrepresentation, fraud, or misuse of funds as it relates to this Grant Agreement or as otherwise allowed by law.

- g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work; breach of agreement, fraud, misrepresentations, abuse of discretion, or misuse of funds; and violations of any Grant Agreement terms or conditions 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 this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined necessary by CARB or its representative.
  - h. **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.
4. **Additional Required Terms for Third-Party Agreements:** All grants, subawards, or subgrants entered into by and between Grantee and any subawardee or subgrantee using or applying Grant Funds (in whole or in part) shall also contain the following language (or similar language with the same meaning and intent):
- a. **Authorized Signature.** Recipient agrees and acknowledges that it has signed or has authorized the signing of the 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 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. 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 or their 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.
  - b. **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 during the term of the agreement and for any other period required by federal or state law. 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, program, or agreement 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.

- c. Conflict of Interest.** By entering into this 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 it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement (as applicable) is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by applicable federal or state law as they pertain to Recipient’s Agreement. Recipient further certifies, represents, and warrants that 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. Recipient shall disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. 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. Recipient shall immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
- d. Cooperation with Audits.** Recipient shall 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.
- e. 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 state funds received to date. 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. 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.

- f. **Ownership:** All information, data, documents, or intellectual property, including, but not limited to, webpages, received or generated by the Recipient under this Agreement or as the result of the use or expenditure of Grant Funds is the property of CARB. No information, data, documents, intellectual property received or generated under this Agreement may be released without CARB's approval.
- g. **Payment (Recapture) on Demand.** 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 portion of the agreement or program requirements or obligations, Recipient shall, without delay, remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.
- h. **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.

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, subawardees, subgrantees, or any third parties.

- i. **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 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.
- j. **Third Party Beneficiary.** 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 with the Grantee where any funds provided by CARB are used or applied.
- k. All Recipient agreements must also contain, at a minimum, all of the following:
  - a. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
  - b. A detailed budget and timeline.
  - c. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors, subawardees or subgrantees violate or breach contract or agreement terms, and provide for such sanctions and penalties as may be appropriate.
  - d. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - e. 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.
  - f. Language conforming to all of the General Provisions of this Grant Agreement.
5. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
6. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment signed by both Parties.
7. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient or Grantee's

employees, agents, officers, or representatives that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

8. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative 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 after the term of this Grant is completed, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow CARB and the auditor(s) access to such records during normal business hours and to allow interviews of any employees, agents, or representatives who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State of California to audit records and interview staff in any third-party agreement related to performance of this Agreement.
9. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State of California shall have no obligation or liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason, and Grantee shall not be obligated to perform under any provisions of this Grant.
10. **California Environmental Quality Act:** The Grantee shall not install or site monitoring equipment in a location that will result in impacts to scenic highways, historic resources, or other sensitive natural environments, or on a site listed pursuant to Government Code 65962.5, or that will have a cumulative effect to the environment.  
  
CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under this Grant Agreement. If CARB decides not to proceed with this Grant Agreement because this CEQA condition has not been satisfied, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.
11. **CARB as a Third-Party Beneficiary:** Grantee agrees that CARB is and shall remain a third-party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreements are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.
12. **Land Entitlements:** If the project requires access to property, and a party other than the Grantee owns that property, the Grantee is responsible for and assumes risk for obtaining access to the property and any required leases, easements, encroachment permits, or local permits for the project.
13. **Compliance with Law, Regulations, Etc.:** The Grantee agrees that it will, at all

times, comply with and require its Recipients, employees, agents, representatives, officers, and assigns to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements.

14. **Computer Software and Licenses:** 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 laws.
15. **Confidentiality:** Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required by law, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.
16. **Conflict of Interest:** The Grantee certifies that it, along with its officers, directors, and employees, is and shall remain in compliance with applicable State and/or federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee and its officers, directors, and employees shall 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 and carry out all obligations under this Grant Agreement. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

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.)

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 may not be listed on the grant application or Grant Agreement except as necessary to show their role in the organization.

An advisory body member's organization may 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 must identify a different member of the organization to sign or be the administrator for any applications or awarded grants.

Applications and Grant Agreements 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.

17. **Data Collection and Methods (only applicable to Grants with a monitoring component):**
- a. Any air monitoring data collection methods, analytical methods, results, or reporting mechanisms obtained through Community Air Grant funding shall not be proprietary in nature, and shall serve the communities from where they were obtained, and/or other communities air basin-wide and/or statewide. These data shall be made publicly available and shall be available to CARB upon request.
  - b. Projects that propose a community air monitoring component must adhere to the guidance as outlined in CARB's Blueprint 2.0 document, page 73, in [Community Air Monitoring Plan Criteria section](#):
    - i. Grantees are encouraged to leverage CARB's Community Air Quality Viewer (AQ-View) to make their data publicly available. AQ-View is a statewide air quality data portal for all community air quality data collected under the support of California Assembly Bill 617 (AB 617). In the future, AQview will also include air quality data from regulatory monitoring network, to provide the public a comprehensive view of statewide air quality monitoring. AQ-View provides a means for Air Grantees to publicly display continuous air quality monitoring data in real-time as an overlay on a state map layer and also provides the ability to display graphs of historical data as timeseries plots. The AQview system also allows Air Grantees to persist their air quality data in a CARB-supported database and offers transparent public access to the data via its web-based data download tools. This enables Air Grantees to visualize and share data without the need to use grant funds on the development of their own data visualization and data storage solutions.

CARB will provide guidance on:

- a. Procedure to create an AQview account.
- b. Approaches to register air quality monitoring sites and associated monitors in AQview.
- c. Required device communication protocols.
- d. Required data exchange formats that AQview uses to ingest the monitoring data.

The Grantee shall provide data to AQview in specified data exchange formats (e.g., date in Pacific Standard Time, air pollutant concentrations in acceptable units, etc.), and with detailed administrative information (e.g., site name, latitude, longitude, parameter, measurement units, etc.).

The use of AQview as a common data portal will help promote participation and cohesiveness among the various communities by providing unified data visualization experience for air quality data across the State. Grantee participation with AQ-View will enable the Air Grantee communities to use their grant funding more effectively and will also enhance CARB's ability to provide a meaningful, high quality data portal to the public.

18. **Disputes:** Notwithstanding paragraph F(3)(ix) of this Grant Agreement, the Grantee shall continue with the responsibilities under this Grant Agreement during any dispute with CARB, unless otherwise directed in writing by CARB. Grantee staff or management will work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
19. **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 and meaningful involvement of people of all races, cultures, and income levels, including people of color, indigenous, and low-income populations of the State.
20. **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 that 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 Grant Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise prohibited by law, for any Grant Funds paid in advance, the Grantee agrees that it will maintain a separate Grant Fund account in order to manage, administer, account for, and safeguard the Grant Funds for their restricted use and purpose. The bank accounts must be held in the name of the Grantee (the official agency name, and not a dba), and no other person or entity. As restricted funds, 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 that are authorized under this Grant Agreement and applicable law. Grant Funds paid in advance shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Grantee, its officers, directors, Board members, agents, assigns, contractors, subcontractors, representatives, employees, or affiliates. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended.
22. **Force Majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant Agreement. 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 or a CARB designee, cease all expenditures of Grant Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Grant Agreement.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable 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 for any obligations which survive termination or cancellation of the Grant Agreement.

23. **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.
24. **Grantee's Responsibility for Work:** The Grantee shall be responsible for work and for persons or entities engaged in work under this Grant Agreement, including, but not limited to, Recipients, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts and subcontracts for work funded by this Grant Agreement, including but not limited to payment disputes with Recipients and providers of services. The State of California will not mediate disputes between the Grantee and any other entity concerning responsibility for payment or performance of work.
25. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State of California and CARB and its officers, employees, agents, representatives, and successors-in-interest against and for any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, including Grantee's agents, employees, officers, representatives, and Recipients, and out of the operation, design, or manufacture of equipment that is purchased, manufactured, modified, or developed with funds from this Grant.
26. **Independent Contractor:** The Grantee, and its Recipients, agents, and employees, if any, in the 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.
27. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its Recipients shall ensure that no person is, on the basis of race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, reproductive health decision-making, protected leave usage, marital status, sex, gender, gender identity, gender expression, 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:
  - a. During the performance of this Grant Agreement, the Grantee and its

Recipients, and each of their/its respective 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, protected leave usage), 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 Recipients, consultants and 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, protected leave usage (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.

- b. The Grantee and its Recipients, 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.
  - c. The Grantee and its Recipients, 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.
  - d. The Grantee and its Recipients, consultants and agents 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.
29. **No Third-Party Rights:** Nothing contained, stated, or implied in or from this Grant Agreement creates rights in, or grants remedies to, any third party as a beneficiary of this Grant Agreement, nor creates any duty, covenant, obligation or undertaking to the benefit of or for any third party.
30. **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>. 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>.

Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. In the event CARB determines that Grantee or Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement.

31. **Ownership:** All information, data, documents, or intellectual property, including but not limited to webpages, received or generated by the Grantee under this Grant or as the result of the use or expenditure of Grant Funds is the property of CARB. No information, data, documents, intellectual property received or generated under this Grant may be released without CARB's approval.
32. **Personally Identifiable Information (PII):** Information or data, including, but not limited to, PII or records that personally identify an individual or individuals, is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession or control under this Grant Agreement in perpetuity, and shall not release or publish any such information, data, or records. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.

If the Grantee suspects loss or theft of PII or other confidential information, the Grantee must report any lost or stolen PII including all information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and report to state or federal officials where required by applicable laws.

Grantee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.

33. **Prevailing Wages and Labor Compliance:** If applicable, Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to public works projects (Labor Code Sections 1720-1861), including 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 this grant. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.
34. **Professionals:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
35. **Promotion:** CARB may use any photographs, media, or information gathered or reported from or by the Grantee (except PII described in above), under the Community Air Grants program, in order to promote this program, through CARB's website or other media.
36. **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.
37. **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, recordkeeping, audit, third-party beneficiary status, return or recapture of funds, data security, confidentiality, and the general grant agreement provisions.
38. **Term:** This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, is terminated, or all conditions of the Grant Agreement have been met, whichever occurs first.
39. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any

material provision of this Grant Agreement or applicable law, after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement and applicable law within the time frame set forth by CARB via written notice to the Grantee. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall return and provide to CARB all remaining Grant Funds 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 projects funded by the Grant Funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.

40. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall complete the expenditure of funds to implement the terms of this Grant Agreement and participate in AB 617 in an expeditious manner.
  41. **Total Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
  42. **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 of California or CARB provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
  43. **Order of Precedence:** In the event of any inconsistency between the articles, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
    - i. Grant Agreement Cover Sheet
    - ii. Exhibit A – Grant Provisions
    - iii. Exhibit B1 Workplan and Exhibit B2 Budget
    - iv. Exhibit B - Grantee Application
- i. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet