

# **Community Planning and Capacity Building Grants: 2025 Request for Applications**

## **Appendix B: Sample Grant Agreement**

[Project Name]  
[Grantee Name]  
Grant Number: G23-PG-XX



## 2025 Planning and Capacity Building RFA - Appendix B

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

**Revision Date:** February 03, 2026

**Revision Details:** Updated definition of Direct Labor Costs to clarify treatment of salary and fringe benefits for personnel performing project implementation work. See page 13. Additions are shown in bold and underline; deletions are shown in strike through.

## **Exhibit A**

### **Grant Agreement Terms and Conditions by and Between Data for Social Good and [Grantee Name]**

#### **1. Parties**

This Grant Agreement ("Grant", "Grant Agreement" or "Agreement") is entered into by and between the Statewide Planning and Capacity Building Project Administrator (hereinafter referred to as "PCB Administrator", "Data for Social Good", "DSG" or "CARB's designee") acting on behalf of the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the **[Grantee Name]** (hereinafter referred to as the "Grantee"). The PCB Administrator and Grantee are each a "Party" and together the "Parties" to this Grant Agreement. The Grant Agreement includes the Grant Cover Sheet, and all exhibits attached thereto.

As referenced in this Grant Agreement, "Grantee" includes, individually and collectively, Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, or assigns.

A "Subgrant" means a grant or award provided by the Grantee pursuant to this Grant Agreement to a "Subgrantee" that is used to support a project that the Subgrantee carries out in support of their own program. The Subgrantee has responsibility for some programmatic implementation and does not profit from the subgrant or otherwise receive reimbursement in excess of its actual costs. In contrast, the Grantee hires a "Contractor" or "Subcontractor" under a contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A Contractor or Subcontractor does not make programmatic decisions but simply provides the goods and services to the Grantee according to the terms of its agreement with the Grantee.

"Resource Entity" or "Resource Entities" means and includes, individually and collectively, Grantee's Contractors, Subcontractors, and consultants.

The Parties agree as follows:

#### **2. Purpose Incorporation**

- a. Subject to the availability of funds and the Grantee's continuing compliance with this Grant Agreement, the PCB Administrator shall provide funding pursuant the Planning and Capacity Building ("Program") to the Grantee for **[Project Name]** ("Project") as provided in Exhibit B, as referenced below.
- b. In the Order of Precedence set out in the General Provisions below, the Grantee agrees to comply with all of the terms, provisions, and conditions contained in this Grant Agreement as well as the following Exhibits incorporated into and made a part of this Grant Agreement by this reference:

- i. Exhibit B: Statement of Work
  - a. Attachment I - Budget Summary
  - b. Attachment II - Scope of Work
  - c. Attachment III - Timeline, Deliverables, and Budget Details
  - d. Attachment IV - Key Project Personnel
- ii. Exhibit C: Fiscal Year 2023-2024 Funding Plan for Clean Transportation Incentives
- iii. Exhibit D: Community Planning and Capacity Building Grants: 2025 Request for Applications
- iv. Exhibit E: Grantee Application Package

### **3. Grant Amount**

- a. The total Grant fund amount ("Grant Funds") is set out in the Grant Cover Sheet to which this Exhibit A is attached. The Grant Funds are also set out in Exhibit B (Attachment I - Budget Summary). Grant Funds include only funds provided by CARB, and not match funds or similar funding provided by third parties.
- b. The administration of Grant Funds is set out in the Fiscal Administration Section, below.

### **4. Project Liaisons**

The Project Liaisons during the Term of this Grant Agreement are as follows:

PCB Administrator:

The PCB Administrator Project Liaison is **[Name]**, and correspondence regarding this Grant Agreement or performance shall be directed to:

**[Name]**

**[Title]**

P.O. Box 8041

Berkeley, California 94707

Phone:

Email: [pcbadmin@buildmomentum.io](mailto:pcbadmin@buildmomentum.io)

Grantee:

The Grantee Liaison is **[Name]**, and correspondence regarding this Grant Agreement or performance shall be directed to:

**[Name of Grantee Liaison]**

**[Title]**

**[Address Line 1]**

**[City]**, California **[Zip]**

Phone:

Email:

## 5. Term, Termination, and Expiration

- a. **Term.** The Term of this Grant Agreement ("Term") commences the date this Grant Agreement is executed by authorized representatives of both Parties (the "Effective Date") and terminates on **January 31, 2028**, unless terminated or cancelled sooner per the terms of this Grant Agreement. Grantee may not commence performance of work or incur expenses billable to the PCB Administrator under this Grant Agreement until after full execution of this Grant Agreement by authorized representatives of both Parties.
- b. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft Final Status Report to the PCB Administrator no later than three months before the Termination Date pursuant to the Reporting Section of this Grant Agreement. The Grantee's performance shall be deemed complete on the date the PCB Administrator approves the Final Report. The final version of the Final Report and the final request for payment must be received by the PCB Administrator no later than one month before the Termination Date. (See the Reporting Section of this Grant Agreement for additional details).
- c. **Termination and Expiration.**
  - i. **Termination by Mutual Agreement.** This Grant Agreement may be terminated at any time, and for any or no reason, by written mutual agreement which has been fully executed by authorized representatives of both Parties.
  - ii. **Termination Without Cause by Grantor and PCB Administrator.** This Grant Agreement may be terminated at any time for any or no reason by the CARB and PCB Administrator upon providing 45 days advance written notice.
  - iii. **Termination for Cause by Grantee.** This Grant Agreement may be terminated by Grantee if CARB or PCB Administrator has breached a material provision of the Grant Agreement, Grantee has provided ninety (90) days advance written notice of the termination to Grantor or PCB Administrator, including details of which provision(s) are claimed to have been breached, and the Grantor or PCB Administrator has failed to bring itself into compliance within the ninety (90) days of the notice, or any longer time period as agreed by both Parties.
  - iv. **Termination for Cause by Grantor and PCB Administrator.** This Grant Agreement may be terminated by Grantor and PCB Administrator without advance notice at any time if Grantor and PCB Administrator have determined, in their sole discretion, that the Grantee, or any of their Resource Entities, has breached any of the terms or conditions of this Grant Agreement, or has violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement or any other agreement where CARB or PCB Administrator is an intended third party beneficiary.

- 1) **Non-performance (Breach) Provisions.** The Grantee agrees

that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant Agreement. These circumstances will be determined by CARB and PCB Administrator and include, but are not limited to:

- a) Failure to comply with any of the provisions of the Grant Agreement, including Exhibits.
- b) Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
- c) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
- d) Misuse of Grant Funds.
- e) Funding of ineligible activities or other items.
- f) Exceeding the allowable Grant Fund allotment.
- g) Insufficient, incomplete, or faulty documentation.
- h) Failure to provide required documentation or reports requested from PCB Administrator, CARB, or other State agencies, in a timely manner.
- i) Poor performance as determined by a review or fiscal audit.

2) **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB or the PCB Administrator, the Grantee will also perform as follows:

- a) Within fourteen days of any request, timely develop and implement a corrective action plan.
- b) Immediately cease all work and spending, and notify all Grant Recipients and Resource Entities to immediately cease all work and spending.

v. **Transition of Funds, Data, and Property**

Upon termination, issuance of the termination notice by either Party, cancellation, or expiration of this Grant Agreement, whichever occurs sooner, the Grantee shall immediately, and no later than 10 business days prior to the termination, cancellation, or expiration of this Grant Agreement, do all the following:

- 1) Transfer to PCB Administrator all unspent Grant Funds, including any advance payment and any earned interest. Within 45 days of receipt of notice from the Grantor or PCB Administrator of Grantee non-performance, if any, provide a money transfer confirmation of the returned funds;
- 2) In the case of termination for cause by PCB Administrator:

- a. Transfer to PCB Administrator all Project Information Resources, as defined in the Data and Intellectual Property Section, and Project Equipment, as defined in the Equipment/Vehicle Ownership Section, owned by, or in the possession or control of, the Grantee;
- b. Permanently assign to CARB exclusive ownership of all Project Information Resources and Project Equipment, to the extent Grantee has the right to do so; and,
- c. Provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transfer Plan.
- d. CARB, at its sole discretion, may elect to have any or all of the unspent Grant Funds, Project Information Resources, and/or Project Equipment, as well as related ownership rights, transferred to another CARB-selected grantee.

vi. **Cessation of Work and Expenditure**  
Unless otherwise directed in writing by CARB or PCB Administrator, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, Grantee shall immediately cease all work, and cease all expenditure of Grant Funds.

vii. **Final Disbursement Request and Report**  
Unless otherwise directed in writing by CARB or PCB Administrator, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a final Grant Disbursement Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by PCB Administrator before any final payments are disbursed. Upon receipt of the Grant Disbursement Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred to PCB Administrator and assigned to CARB in accordance with the terms and conditions of this Grant Agreement, PCB Administrator, at its sole discretion, may make a final payment to the Grantee. This payment shall be for all PCB Administrator-approved, actually incurred costs that in the opinion of PCB Administrator are justified.

d. **Contingency Provision.** In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to use or make the Grant Funds available in a manner consistent with applicable laws, policies and the applicable Funding Plan(s), which may include but is not limited to allocating the Grant Funds to other projects or awarding the Grant to the next highest scored applicant and if an

agreement cannot be reached, to the next applicant(s) until an agreement is reached.

## **6. General Duties and Requirements**

This section generally sets out the respective duties and requirements of the PCB Administrator, CARB, and the Grantee in implementing the Project under this Grant Agreement. More detailed duties and responsibilities are set out in other sections of this Grant Agreement.

### **a. PCB Administrator.**

The PCB Administrator is responsible for the following:

- i. Participating in regular coordination meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
- ii. Reviewing and approving all Grant Disbursement Requests and distributing Grant Funds to the Grantee.
- iii. Reviewing and approving required Project reports, engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, surveys, Status Reports, and the Draft Final Report.
- iv. Reviewing and approving the Final Report and all its components.
- v. Providing program oversight and accountability (in conjunction with the Grantee).
- vi. Reviewing, evaluating, and auditing the Grantee's administration, management, collaboration, partnership, and/or oversight of or with any Grant Recipients and or Resource Entities, including but not limited to Subgrant agreements and disbursement requests.
- vii. Providing Grantee with project implementation and capacity building support.
- viii. Supporting Grantee with data collection efforts.

### **b. CARB.** CARB is responsible for the following:

- i. Selecting Grant Recipient projects for funding that result from a solicitation, except where the PCB Administrator is required to do so per direction from CARB.
- ii. Providing policy direction.
- iii. Reviewing and approving the final grant agreement template between the PCB Administrator and Grantee.
- iv. Participating in discussion forums with or without the PCB Administrator involving multiple Grantees.

### **c. The Grantee.** The Grantee is responsible for the following:

- i. Perform or cause to be performed, in a timely manner, all Project work as described in this Grant Agreement.
- ii. Comply with all applicable requirements of statutes and regulations under federal and California laws.

- iii. Comply with all terms, provisions, and conditions of this Grant Agreement, including all Exhibits, and fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grantee application materials (Exhibit E) and as reflected in the Request for Applications (Exhibit D).
- iv. Require Grant Recipients and Resource Entities to meet all the aforementioned requirements, as applicable.
- v. Use best efforts and subject matter expertise in managing, overseeing, and implementing the Project.
- vi. Closely communicate with the PCB Administrator any significant changes to Project implementation that would impact timely completion of the Statement of Work (Exhibit B).
- vii. Applying best efforts and industry best practices and standards, manage, oversee, and administer quality control and timely delivery of Project deliverables, ensuring that Grant Recipients and Resource Entities fulfill their obligations and responsibilities.
- viii. Accomplish all of the other Grantee duties, responsibilities, and obligations set out in all other sections of this Grant Agreement.
- ix. When requested, assist CARB or the PCB Administrator with other aspects of program development and implementation that facilitate CARB's larger goal for emission reductions and equity considerations.
- x. Perform Public Outreach and Workforce Development
  - 1) Prepare outreach and educational materials, in consultation with the PCB Administrator, necessary to educate the local community and public about the benefits of the Project.
  - 2) As needed or upon PCB Administrator request, assist the PCB Administrator in engaging with the local community and the public and assist collecting and incorporating lessons learned from public outreach events and communications with the public and the local community.
  - 3) Ensure high job quality when hiring in relation to or for the benefit of the Project using Grant Funds. CARB or the PCB Administrator reserves the right to determine whether job quality is sufficient for hiring funded through the Project. Factors commonly considered to evaluate job quality include, but are not limited to:
    - a) Local living wages.
    - b) Benefits provided (i.e., health insurance, paid leave, sick leave, childcare services).
    - c) Geographic accessibility, connectivity, and commute distance.
    - d) Job strain, schedule predictability, and flexibility.
    - e) Worker engagement and involvement.

- f) Robust metrics to measure job progress beyond self-reporting (e.g., enrollment, completion, placement, career opportunities, and documentation of labor market advancement).
  - g) Working conditions and health risks.
  - h) Job retention or duration of employment.
- xi. Data Collection and Processing
  - 4) The Grantee shall collect, process, and analyze project data in accordance with the Grant Agreement terms and, upon request, provide said data to the PCB Administrator in a timely manner.
  - 5) Keep all Project data in compliance with all privacy requirements as set forth in this Agreement and applicable laws.
  - 6) Consult with and get PCB Administrator approval before the release of any data that has been collected during the course of the Project.
  - 7) Promptly respond to the PCB Administrator's request for Project data.
  - 8) Promptly notify the PCB Administrator if there is any request for Project data.
  - 9) Document findings from the Project in the Final Report.
  - 10) Coordinate with other CARB data collectors and processors, as requested by CARB or the PCB Administrator.

## **7. Fiscal Administration**

### **a. Budget**

- i. The maximum amount payable to the Grantee by the PCB Administrator shall not exceed the total amount of Grant Funds, including cost of Resource Entities, in Exhibit B—Attachment I – Budget Summary.
- ii. Under no circumstance will the PCB Administrator reimburse the Grantee for more than the allowable amount of Grant Funds. A written amendment pursuant to the General Provisions of this Grant Agreement is required whenever there is a change to the Grant Funds.
- iii. The PCB Administrator retains the authority to terminate or reduce the amount of Grant Funds if, by nine months prior to the Termination Date, 75% of total project Grant Funds have not been expended and accounted for in accordance with the terms and conditions of this Grant Agreement. In the event of such termination, the Term, Termination, and Expiration Section of this Grant Agreement shall apply.
- iv. The PCB Administrator retains the authority to terminate or reduce the amount of Grant Funds if, by six months after Grant Agreement

execution, the Grantee does not have agreements executed with all Sub-grantees listed in Exhibit B—Attachment IV. In the event of such termination, the Term, Termination, and Expiration of this Grant Agreement shall apply.

- v. The PCB Administrator retains the authority to terminate or reduce the amount of Grant Funds if the Grantee or a Subgrantee terminates an existing agreement, at the time of termination the scope of work has not concluded, and the Grantee does not execute an agreement with a replacement Subgrantee within six months. In the event of such termination, the Term, Termination, and Expiration of this Grant Agreement shall apply.
- vi. Where the total disbursed amount of the Grant Funds is less than the allowable amount, the PCB Administrator, in its sole discretion, may re-allocate the remaining amount to other Project uses within the Project Schedule and Budget, which may only be accomplished through a written amendment to the Grant Agreement.
- vii. Line-item shifts in the Budget Summary (Exhibit B) of up to 10% of the total Grant Fund amount may be made over the life of the Grant, subject to prior written approval from the PCB Administrator. Line-item shifts greater than 10% of the total Grant Fund amount require a written amendment to the Grant. Line-item shifts may be proposed by either the PCB Administrator or the Grantee and must not increase or decrease the total Grant Fund amount. All line-item shifts must be approved by the PCB Administrator in writing and included in the Grant folder. If the Grant is amended, said amendment must be in writing and all line-item shifts must be included in the amendment.
- viii. No Grant Funds shall be used to purchase real property (buildings, land, etc.). No Grant Funds may be used to purchase equipment, vehicles, or computers that would be required to be returned to the State at the end of the Grant Term.

**b. Project Funding**

**i. Grant Disbursement Form**

- 1) Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) or a comparable form provided by the PCB Administrator and conform to the instructions identified in the Fiscal Administration Section. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted to the PCB Administrator a Grant Disbursement Request Form, a Status Report, demonstration of completion of milestones stipulated in Exhibit B, Attachment III, demonstration that the requirements of this section, Fiscal Administration, have been satisfied, and any other associated

deliverables (if applicable). The PCB Administrator, in coordination with and subject to approval by CARB, has the sole discretion to accelerate the allowable timeline for disbursement of Grant Funds identified in Exhibit B, Attachment III, necessary to assure the goals of the Project are met.

- 2) The Grantee shall submit Grant Disbursement Requests to the PCB Administrator's Accounting Department at: [pcbadmin@buildmomentum.io](mailto:pcbadmin@buildmomentum.io). Prior to submitting to the Accounting Department, the Grantee will submit unsigned disbursement requests to the PCB Administrator Project Liaison to allow for a pre-review of the request. The Grantee must submit Grant Disbursement Requests electronically based on the PCB Administrator's electronic submission guidance in effect at the time of the request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation.
- 3) Grant payments are, in each instance, subject to the PCB Administrator's advance review and approval, including review and approval of Status Reports and any accompanying deliverables. A payment will not be made if the PCB Administrator determines that a milestone has not been accomplished or documented; that a deliverable meeting specification has not been provided; that claimed expenses have not been documented, accomplished, are not valid per the budget, or are not reasonable; or that the Grantee has not met other terms or conditions of the Grant.

ii. **Supporting Documentation.**

- 1) For reimbursement, the requesting entity must submit:
  - a) Valid, true, and correct invoices justifying the payment requested. Invoices must reflect only actual costs incurred by the Grantee.
  - b) Grant Disbursement Request Form, or comparable form as provided by the PCB Administrator, including all documents required to be accompanied with said form.
  - c) All documentation demonstrating the cost of work completed in the following categories: (1) labor expenses (including total staff time and labor costs); (2) external Resource Entity fees for completed work (where applicable); (3) printing, mailing, travel, and other expenses; and (4) indirect costs.
  - d) Any additional documentation requested by the PCB Administrator.

iii. **Funding of Grant Recipients and Resource Entities.**

- 1) The Grantee is responsible for making payments to the Resource

Entities upon verifying completion of milestones in the Resource Entity agreements. The Grantee shall support, review, validate and finalize all Resource Entity Disbursement Forms and assist with submitting any and all needed backup documentation or reports to the PCB Administrator. Grantee shall disburse payments directly to Resource Entities.

- 2) The PCB Administrator will issue payment to the Grantee within 60 days of an approved Disbursement Request, provided that the PCB Administrator has received the corresponding funds from CARB. Payment cannot be made until CARB disburses funds to the PCB Administrator.
- 3) Eligible and ineligible costs, including requirements for direct and indirect costs, are set out below in section 7.b.iv as well as in Exhibit D: Request for Applications Package.

iv. **Authorized Costs**

Authorized Costs (if set out in Exhibit B of this Grant Agreement) may include but are not limited to the following:

1) **Direct Labor Costs**

**Direct Labor Costs are costs related to direct project labor associated with project implementation. Direct labor costs include, but are not limited to, salary and fringe benefits for personnel performing work that directly supports implementation of the project. Direct labor costs do not include profit. Direct labor rates and hours/months billed must be documented for each individual to justify the expense. Billed direct labor rates must be the actual labor rates paid, not to exceed the direct labor rates in this Grant Agreement's Exhibit B.**

Direct Labor Costs are the actual salaries and wages paid to employees of the Grantee. Direct labor costs do not include fringe benefits, indirect costs, or profit. Direct labor rates and hours/months billed must be documented for each employee to justify the expense. Billed direct labor rates must be the actual direct labor rates paid, not to exceed the direct labor rates in this Grant Agreement's Exhibit B.

2) **Direct Operating Costs**

Direct Operating Costs include supplies and equipment, and generally excludes capital expenditures on real property, building and facility improvements, rent, phones, computers, software or other licenses, furniture, vehicles, aircraft, and vessels. If investment in these excluded items are necessary to carry out the Grantee responsibilities for the direct benefit of the Project, then advance written approval from the PCB Administrator shall

be required.

Direct Operating Costs also include:

- a) Telecommunications and related utilities (electricity, telephone and internet services).
- b) Travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR). Travel is limited to inside California, except as otherwise approved in writing by CARB.
- c) Except where expressly disallowed by CARB in the RFA or elsewhere in this Grant Agreement, permits and other jurisdictional approvals required to directly support the Project may be authorized.
- d) Printing, records retention, and mailing.

3) **Indirect Costs (Overhead)**

Indirect costs (also sometimes referred to as overhead, general or administrative costs) means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Only an allocable portion of indirect costs directly benefiting the Project may be billed to grant funds. Indirect costs shall not be reimbursed if they were not expressly identified in the Grantee's original application to the RFA.

In order to claim indirect costs, the Grantee must submit an indirect cost allocation plan for approval by the PCB Administrator prior to submitting any invoice that includes indirect costs. The approved plan shall be attached to Exhibit B of this Grant Agreement. A draft plan is not required at the time of application, but indirect costs may not be reimbursed until a plan has been reviewed and approved. Indirect costs may only be claimed if it is supported by a documented cost allocation plan that details which amounts and types of costs are classified as indirect and how those costs are allocated among all of the Grantee's projects and activities.

Indirect costs will be unsupported or overclaimed under any of the following circumstances (by way of example but not limitation):

- a) There is no documented support for indirect costs, such as an indirect cost allocation plan.
- b) There is an indirect cost allocation plan, but it uses estimates instead of actual costs in the calculations.
- c) There is an indirect cost allocation plan, which uses actual costs, but the supported rate from the plan is less than the rate that was claimed.

- d) The method used to allocate costs is different than the one used to claim indirect expenditures.
- e) The indirect plan includes expenditures that were also claimed as direct costs (double billing).
- f) The indirect plan includes unallowable expenditures, such as fundraising or lobbying.
- g) The indirect plan includes costs that are more appropriately classified as direct, such as consultants hired for a specific project.
- h) The indirect plan is not updated each year with actual costs.

**c. Suspension of Payments**

- i. The PCB Administrator or CARB may issue a suspension order (stop work order) at any time for any reason. The suspension order shall remain in effect until the dispute has been resolved, as confirmed in writing by the PCB Administrator, or the Grant has been terminated. Grantee will not be reimbursed for any expenditure incurred during the suspension. Upon issuance of the suspension order, Grantee shall stop all work, unless otherwise specified in the suspension order. Failure to comply with the terms of the suspension order is a material breach of this agreement and will subject the Grantee to liquidated damages. Grantee shall resume work only upon receipt of written instructions from the PCB Administrator.
- ii. If the PCB Administrator or CARB rescinds the suspension order and does not terminate the Grant, the PCB Administrator may, in coordination with CARB, elect to reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the Grant.

d. **Resource Contributions.** Resource contributions include both grantee match funding and in-kind services.

i. **Grantee Match Funding**

- 1. Match funding from the Grantee, if applicable, can only be used in two ways:
  - 1) To reduce the cost of implementation and,
  - 2) At CARB's discretion, to support the CARB-approved Project and other activities deemed essential by the PCB Administrator in coordination with CARB for the Project.
- 2. The above documentation must be provided to the PCB Administrator in the Status Reports.

ii. **In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Program's effectiveness. "In-kind services," for purposes of the Program, means payments or contributions made in the form of goods and services, rather than direct monetary

contributions. Funds expended on in-kind services must meet all the requirements described in this Grant and must be documented in the Status Reports to the PCB Administrator.

**e. Advance Payments**

- i. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support Program initiation and implementation.
- ii. Grantee agrees that this Grant Agreement and all advance payment requests will comply with Government Code section [11019.3](#) (as applicable), as well as Health and Safety Code section [39603.1](#), and its implementing regulations in title 17 of the California Code of Regulations (C.C.R.).
- iii. Recognizing that appropriate safeguards are needed to ensure Grant monies are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments.
- iv. Requirements: 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% of the total grant amount or contract awarded to that qualifying recipient or subrecipient. At CARB's sole and absolute discretion, the advance pay may exceed the 25% 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:
    - 1) Complete, and submit to PCB Administrator 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 PCB

Administrator to the Grantee after the Grant execution.

- 2) Submit a certification to PCB Administrator of compliance with subsections 3) through 12) below, for each Advance Payment Request Form.
- 3) Submit documentation, as required by PCB Administrator, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.
- 4) Demonstrate that they have no outstanding financial audit findings related to any of the moneys eligible for advance payment; and, (1) are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or (2) exempt from taxation as a government entity, or, (3) if the entity 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.
- 5) Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, title 17, section [91041](#), subd. (k), developed in a form and manner specified by PCB Administrator.
- 6) Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the grant agreement or contract.
- 7) Deposit any funds received as an advance payment into a federally insured account of the Grantee 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 Grantee shall report interest earned on the advance payment to PCB Administrator. The Grantee's account shall be in the Grantee's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.
- 8) Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grantee.

Further advance payments may be made if Grantee 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 the PCB Administrator.

- 9) Report any material changes to the spending plan within 30 days.
- 10) 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 PCB Administrator.
- 11) Provide a final 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 PCB Administrator.
- 12) Return to PCB Administrator any unused portion of the advance payment, including interest earned on the advance payment, no later than 10 business days prior to the termination, cancellation, or expiration of the Grant Agreement.
- 13) Assume all legal and financial risk of the advance payment.
- 14) If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by such Grant Recipient to ensure the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.

**f. Financial Records and Accounts**

- i. Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all Grant Funds and Administrative Fees 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, Grantee further agrees that it will maintain separate Grant Fund accounts as required to manage and administer the Project, including the use of generally accepted accounting principles.
- ii. Grantee shall not commingle the Grant Fund account with any other accounts, revenues, grants, donations, or funds. Grantee shall maintain all Grant Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this

Grant Agreement. The bank accounts must be held in the name of the Grantee (the official entity name, and not a dba), and no other person or entity. Grant Funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Grantee, Resources Entities, or other Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended.

**g. Earned Interest**

- i. "Earned interest" means any interest generated from any and all Grant Funds provided to the Grantee and held in an interest-bearing account.
  - 1) Interest earned by Grantee must be reported to the PCB Administrator. All interest income must be returned to the PCB Administrator and/or reinvested in the Program in a manner approved by the PCB Administrator. Grantee is responsible for reporting to the PCB Administrator everything that is funded with interest earned on Grant Funds.
  - 2) Grantee must maintain accurate and complete accounting records (e.g. general ledger) that tracks interest earned and expended on Grant Funds, as follows:
    - a) The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
    - b) The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
    - c) The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
    - d) Earned interest must be fully expended by the Termination Date unless the term of this Grant Agreement is extended up to the Reversion Date by grant amendment.
- ii. Documentation of interest earned on the Grant Funds must be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects must be retained for a minimum of five (5) years after the interest has been expended.
- iii. The above documentation must be provided to the PCB Administrator in the Status Reports and the final Status Report. The PCB Administrator may, at its sole discretion, request copies of or

review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply will all such requests.

**h. Liquidated Damages**

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

**8. Documentation of Expenditure of State Funds**

Per the terms and conditions of this Grant as set out herein above and below, the Grantee must provide the PCB Administrator with documentation accounting for the proper expenditure and use of Grant Funds. The documentation must accompany each disbursement request made by the Grantee to the PCB Administrator, and/or be provided by the Grantee upon PCB Administrator request.

**9. Project Monitoring**

**a. Meetings**

- i. Initial onboarding/kickoff meeting: A meeting will be held between key project personnel, the PCB Administrator, and CARB staff before work on the Project begins. The purpose of the first meeting will be to discuss administrative policies and procedures, the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- ii. Review/Check-In meetings: Meetings to discuss progress must be held monthly, beginning one month after the initial meeting, unless otherwise determined by the PCB Administrator. Additional meetings may be scheduled by the PCB Administrator. Such meetings may be conducted in any manner deemed appropriate by

the PCB Administrator.

- iii. Site visits: Site visits shall be established by the PCB Administrator during the Term of this Grant.

**b. Technical Monitoring**

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

**10. Reporting**

**a. Biannual Status Reports**

- i. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Grantee shall submit Status Reports to the PCB Administrator 15 days after the end of every sixth month. The first Status Report must be submitted within 15 days of the end of Month 6 or when first requesting disbursement of funds, whichever is sooner. Status Reports may be submitted more or less frequently at the discretion of the PCB Administrator to align with disbursement requests.
  - i. The Status Reports shall be provided in a format agreed upon between the PCB Administrator and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports. Status Reports shall contain, at a minimum:
    1. Project Status Report number, title of Project, name of Grantee, date of submission, and Grant ID.
    2. Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Attachment II of Exhibit B (Statement of Work).
    3. Statement of Work expected to be completed by the next Status Report.

4. Notification of problems encountered and an assessment of their effects on the Project's outcomes and, if necessary, an updated Project timeline.
5. Status of any engagement, outreach, or education activities planned or conducted since the last Status Report, including status of related materials.
6. Status of data collection for the Project, reports on data collected so far for the Project and plans for future data collection efforts.
7. Status of any Grant Funds disbursed to or held by the Grantee, including earned interest, and status of any resource contribution that has been used.
8. The Grantee will use the template provided by the PCB Administrator.

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

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

ii. If the Project is behind schedule, the Status Reports must contain an explanation of reasons for delay and how the Grantee plans to resume timely completion of milestones and deliverables in Exhibit B: Attachment III.

**b. Annual Data Report and Other Data as Requested**

- i. The Grantee will track and report metrics such as, but not limited to, the data types outlined in the RFA on an annual basis. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.

- ii. The Grantee must provide data in support of other CARB needs such as requests from legislators or the governor's office, data reporting required by California Climate Investments, and other needs such as regulatory development.

**c. Final Report**

- i. The Grantee must submit an ADA-compliant draft Final Report to the PCB Administrator within 30 days of Project completion or no later than three months before the Termination Date, whichever occurs sooner.
- ii. The draft Final Status Report must include, at a minimum:
  - 1) Total Grant Fund expenditures documentation (including but not limited to resource contributions).
  - 2) Earned interest.
  - 3) Overview of the Project as a whole from inception through the end of the Term, including background, partnerships, and funding sources.
  - 4) Summary of all funded tasks, Project milestones, and deliverables.
  - 5) Data collected from vehicles, facilities, and participants, compiled from all formal surveys, Biannual Status Reports and Annual Data Reports.
  - 6) Assessments of participation and/or data input related to the project, including participant evaluations and the results of any surveys conducted.
  - 7) Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
  - 8) Implementation challenges, best practices, and lessons learned, including suggestions for future consideration for wider-scale implementation of the Program in other communities and other Program improvements.
  - 9) Other data and analysis as mutually agreed upon between the Grantee and CARB.
- iii. The Final Report must be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under Section P.2 of this Grant Agreement.
- iv. The draft Final Report must be submitted to the PCB Administrator in an appropriate format agreed upon between the PCB Administrator and the Grantee.
- v. Upon approval of the draft Final Report by the PCB Administrator, the Grantee shall submit to the PCB Administrator a signed, electronic Final Report (inclusive of all supporting documentation). The Grantee must provide the Final Report to the PCB Administrator

within 90 days of the PCB Administrator receiving the draft Final Report or one month before the Termination Date, whichever comes first.

## **11. Oversight and Accountability**

- a. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.
- b. CARB or its designee may recoup Grant Funds due to misinformation, misrepresentation, or fraud. CARB also reserves the right to prohibit any entity from participating in existing or future CARB programs, projects, or grants due to non-compliance with Grant Agreement or Program requirements or due to misinformation, misrepresentation, or fraud.
- c. The Grantee shall, for each occurrence, document and immediately report to the CARB and the PCB Administrator any and all suspected or known substandard work; suspected or actual Resource Entity or Grant Recipient breach of their related agreement, fraud, misrepresentations, or abuse of funds; suspected or known violations of any Grant terms or conditions; and all misrepresentations and fraud carried out by any third parties including but not limited to any of Grantee's Resource Entities or other agents. The Grantee shall fully cooperate and work with CARB or the PCB Administrator 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 as determined necessary by CARB or its representative.

## **12. Project Record Maintenance**

- a. The Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include Grantee and Resource Entity financial records ("Project Records"), including but not limited to, meeting records, insurance records, sub-agreements, timesheets, and deliverables outlined in Exhibit B.
- b. Grantee shall:
  - i. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus five years. Upon completion of the required record retention period, the Grantee must submit all Project records to the PCB Administrator. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from the PCB Administrator.
  - ii. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under Section P.2 of this Grant Agreement.
  - iii. Develop a systematic process and schedule to back-up Project

- database(s) each day, at a minimum.
- iv. Develop a plan for disaster recovery of all relevant software applications, websites, and data.
- v. Develop and enforce security measures to safeguard Project database(s).
- vi. Provide data updates to the PCB Administrator upon request, which could include all Project records.
- vii. Provide periodic data summaries to the PCB Administrator, at the PCB Administrator's request, outside of the normal data reporting process.
- viii. Provide Status Reports and Annual Data Reports to the PCB Administrator per the requirements in Section I. Reporting. Where requested by the PCB Administrator, the Grantee will clarify, supplement, modify, or update its Status Reports at no additional cost to CARB or the PCB Administrator.
- ix. Where necessary as solely determined by CARB or the PCB Administrator, the Grantee shall support CARB or the PCB Administrator's enforcement efforts, including the recapturing of funds and by providing CARB or the PCB Administrator with any information, documents, data, or other materials needed to investigate or carry out such efforts.

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

- i. Establish an official file for the project, which shall adequately document all significant actions relative to the project.
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project.
- iii. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any.
- iv. Establish an accounting system which will adequately depict final total costs of the project, including Grant management costs.

d. Project Participant Records. The Grantee is required to establish and maintain participant records, which must include, at minimum:

- i. Project participant input and feedback.
- ii. Participant surveys and survey updates.
- iii. Unique identifier that links each project to its corresponding project and associated cost.
- iv. The Grantee shall retain a combined file for the Project containing:
  - 1) A copy of the fully executed Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
  - 2) A copy of the Final Report and all its parts, including draft versions.
  - 3) Copies of the Grantee's Grant Disbursement Requests and associated back-up documentation.

- 4) Documentation of all expenditures, including timesheets and earned interest generation and expenditure.
- 5) Written, digital and electronic (including email) communications between the PCB Administrator and the Grantee, communications between CARB and the Grantee, communications between the Grantee Representatives and the Grantee, (where included or part of the communication) all communications between the PCB Administrator and the Grantee Representatives, and (where included or part of the communication) all communications between the CARB and the Grantee Representatives.
- 6) Copies of all deliverables from the Grantee, except as otherwise determined by the PCB Administrator, including but not limited to Status Reports, Annual Data Reports, and the Final Status Report.
- 7) Copies of any decision that CARB or the PCB Administrator has made in support of the Project such as minor changes in Project scope, changes in timeline, or line-item shifts.
- 8) Data that has been collected during the implementation of the Project.
- 9) Any documents, files, or webpages that have been created to support the Project or Program.
- 10) Presentations, pamphlets, posters, videos, or other electronic media used to support the Project or Program.
- 11) Records, contracts, subcontracts, statements of work, work products, and invoices from or with the Grantee Representatives.
- 12) All other information that adequately documents all significant actions related to the Project.

v. All Project records must be retained for a period of five years after termination or expiration of the Grant, whichever occurs first. Upon completion of the fifth year of record retention, the Grantee shall submit all remaining Project records to the PCB Administrator that have not previously been requested or turned over to the PCB Administrator. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media include hard drives and flash drives shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from the PCB Administrator.

vi. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

### **13. CARB and CCI Acknowledgement**

- a. CARB
  - i. Grantee agrees to acknowledge the California Air Resources Board (CARB) as a funding source for the Grantee's projects, when such project is publicized in any news media, websites, brochures,

- publications, audiovisuals, or other types of promotional material.
- ii. Grantee shall adhere to CARB's logo usage requirements, in a manner directed by CARB. CARB logos and any additional required materials shall be provided to the Grantee by CARB staff or the PCB Administrator.

**Figure 1 CARB Logo**



- b. California Climate Investments (CCI)
  - i. Where applicable, the Grantee agrees to also acknowledge the California Climate Investments (CCI) program as a funding source, and adhere to the CCI Funding Guidelines as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.
  - ii. Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "[Grant program name] is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities." And whenever applicable, the Spanish translation acknowledgement: [Spanish grant program name] forma parte de las Inversiones del Clima de California, un 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.
  - iii. The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in

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<sup>1</sup> California Climate Investments Communications Guide: [caclimateinvestments.ca.gov/logo-graphics-request](http://caclimateinvestments.ca.gov/logo-graphics-request)

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disadvantaged communities and achieving many other co-benefits.

**Figure 2 CCI Logo**



## **14. Data and Intellectual Property Ownership**

“Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any other intellectual property (IP) developed, substantially modified, licensed, or acquired by the Grantee or Resource Entities, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media.

Grantee shall comply with the following terms, and ensure that all agreements with their Resource Entities also include the following terms, as applicable:

- a. Ownership.  
Project Information Resources developed or acquired by Grantee or a Resource Entity shall be the exclusive property of that entity.
- b. Copyleft License.  
Computer software developed or substantially modified using Grant Funds must include a copyleft license comparable to GNU General Public License version 3.0 or later (GPLv3).  
Other copyrightable Project Information Resources that are developed or substantially modified using Grant Funds and shared with third parties must also include a copyleft license comparable to Creative Commons Attribution Share Alike license, version 4.0 or later (Legal Code - Attribution-Share Alike 4.0 International - Creative Commons).  
Exceptions to the copyleft license requirement of this subsection include where:
  - i. The sharing of the material is restricted by law or regulation;
  - ii. The sharing of the material would create an identifiable risk to the detriment of national security, confidentiality of State information, or individual privacy;
  - iii. The sharing of the material would create an identifiable risk to the stability, security, or integrity of the systems or personnel of the State, or of the material's owner; or,
  - iv. The sharing of the material would create an identifiable risk to the State's, or the material owner's, mission, programs, or operations.
- c. Intellectual Property Law.

Appropriate systems and controls must be in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other State, federal, or international intellectual property laws; and,

d. CARB License.

Grantee grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent Grantee has the right to do so.

Grantee shall require its Resource Entities to grant CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to make, use, reproduce, share, publish, translate, modify, make collective works of, and make derivative works of the Project Information Resources, subject to applicable law on privacy and confidentiality, to the extent the Resource Entity has the right to do so.

## **15. Confidentiality and Data Security**

Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, the Grantee shall not disclose to any third party any record, data, or information which CARB or the PCB Administrator has designated as confidential, in perpetuity. It is expressly understood and agreed that information the Grantee collects, generates, or acquires in performing its obligations under this Grant may be deemed confidential by CARB or the PCB Administrator, and shall not be released without prior CARB or PCB Administrator approval in writing. Therefore:

- i. Unauthorized use of Project Information Resources by Grantee, Resource Entities, Grant Recipients, or other third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data which has been stored or transmitted by Grantee, Resource Entities, or Grant Recipients, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.
- ii. Project information or data, including but not limited to personally identifiable information ("PII") and all records and supporting documentation that personally identifies or describes an individual or individuals, is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. Grantee shall safeguard in perpetuity, or until properly disposed at a time consistent with the program purpose, all information, records, applications, PII and data which comes into its possession or control during the Term and in performance of any of the terms or conditions of this Agreement, and shall not release or publish any such

information, data, or records without first obtaining in each instance the advance written approval of an authorized representative of CARB, except where disclosure is required by law or court order.

- iii. Grantee must ensure that the Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, and Resource Entities are informed of the confidential nature of any shared information or data; and, ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant, and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.
- iv. All of the persons and entities listed in the subsection above must adhere to all CARB confidentiality, disclosure, and privacy policies.
- v. Grantee must sign all non-disclosure and confidentiality agreements provided by CARB or the PCB Administrator, and shall require their Resource Entities to do the same when requested by the PCB Administrator.
- vi. Grantee must report any data breach, loss, or theft of Project Information Resources or Project Equipment to the PCB Administrator immediately, and to any local, State, or federal officials as applicable.
- vii. Grantee agrees to notify the PCB Administrator 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. Grantee agrees that the PCB Administrator or CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach, or to conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- viii. Grantee agrees that it shall be responsible for all costs incurred by it and by CARB or the PCB Administrator due to a security incident resulting from any act or omission of Grantee or any of their Resource Entities, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If applicable law requires, or if CARB or the PCB Administrator determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB or the PCB Administrator. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.

- ix. If Grantee believes disclosure of a confidential record or information may be required by law, such as the California Public Records Act (Gov. Code, § 7920.000, et seq.), court order, or legal process (such as a subpoena), Grantee shall first give the PCB Administrator and CARB at least fourteen (14) days advance written notice prior to any planned disclosure so that the PCB Administrator and CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. Grantee agrees that it shall immediately notify and work cooperatively with the PCB Administrator and CARB to respond timely and correctly to any and all public records requests. Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by the PCB Administrator or CARB to obtain a protective order or court order to prevent the release of any information.
- x. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.
- xi. Grantee certifies, represents, and warrants that:
  - 1) Its data and information security standards, tools, technologies and procedures are sufficient to protect confidential, sensitive and PII data and information;
  - 2) Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
    - a) California Information Practices Act (Civ. Code §§ 1798 et seq.);
    - b) California State Administrative Manual section 5350.1 and California Statewide Information Management Manual section 5305-A, pertaining to encryption of confidential, sensitive and/or PII information or data;
    - c) Current National Institute of Standards and Technology (NIST) special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Grantee's plan to correct any negative findings shall be made available to the PCB Administrator and CARB upon request;
    - d) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the PCB Administrator and CARB upon request; and
    - e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines

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

## **16. Insurance Requirements**

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

### **a. General Insurance Provisions**

- i. **Coverage Term:** Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- ii. **Policy Cancellation or Termination and Notice of Non-Renewal:** The Grantee is responsible for notifying the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of CARB and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- iii. **Premiums, Assessments, and Deductibles:** The Grantee is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
- iv. **Primary Clause:** Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. **Insurance Carrier Required Rating:** All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VII. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may

be required.

vi. **Endorsements:** 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 in an endorsement, using the following language exactly as presented here, "the State of California, the California Air Resources Board, the PCB Administrator (Data for Social Good), and each of its and their officers, agents, and employees as additional insureds." A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California is required and must also be attached to the certificate. 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.

vii. **Inadequate Insurance:** Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.

viii. **Satisfying a Self-Insured Retention (SIR):** All policies with a SIR shall be endorsed to allow the State to satisfy the SIR or deductible at the State's discretion. The State may fund the SIR or deductible by deducting that amount from any Grant Funds otherwise due to the Grantee. Policies shall not contain any provision that limits the satisfaction of the SIR or deductible to the Named Insured. Alternatively, the Grantee can obtain from its insurer, and produce to CARB, an express elimination of the requirement to pay the SIR or Deductible for "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds."

ix. **Available Coverages/Limits:** All coverage and limits available to the Grantee shall also be available and applicable to the State.

x. Use of Resource Entities: In the case of the Grantee's utilization of Resource Entities to complete any part of the Grant scope of work, the Grantee shall include all Resource Entities as insureds under the Grantee's insurance or supply evidence of the Resource Entity's insurance to the CARB equal to the policies, coverages, and limits required of the Grantee.

b. **Grant Insurance Requirements.** The Grantee and each Resource Entity shall display evidence of the following on a certificate of insurance, which includes all the required endorsements, including but not limited to additional insured endorsements. Failure to provide the certificates upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificates of insurance:

i. Commercial General Liability:  
"Shared Mobility Devices" are defined in Civil Code section [2505](#) (e.g., electric (e-) boards, e-scooters, and e-bicycles).

For projects that do not use Shared Mobility Devices for shared mobility services, Grantee shall maintain commercial general liability (CGL) 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.

For projects that use Shared Mobility Services for shared mobility services, Grantee, and any Resource Entity that uses Shared Mobility Devices in those services, shall each maintain CGL with limits of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate.

A "per project aggregate" endorsement may be required, at CARB's sole discretion, based on the nature of Grantee's work under the grant agreement. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom a claim is made, or a suit is brought subject to the entity's limit of liability. If coverage for Shared Mobility Devices is provided by an insurance carrier specializing in Shared Mobility Device coverage, only the certificate of insurance is required showing specific insurance for electric boards, electric bikes and electric scooters; however, if coverage is endorsed to a general CGL policy, the insurance company must supply a separate endorsement showing proof of electric board, electric bike and electric scooter coverage

- ii. Automobile Liability: If the entity will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance or business automobile liability insurance is required.

For vehicles used in a CARB-funded shared mobility services that are not subject to Civil Code section 2505 (e.g., carshare vehicles, shuttles, and buses), the Grantee shall maintain business motor vehicle liability with limits of not less than \$5,000,000.00 per accident.

For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the entity shall maintain business motor vehicle liability with limits of not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

By signing the Grant Agreement, the Grantee certifies that the Grantee and any of their Resource Entities possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

Failure to provide proof upon request will result in the termination of the Grant.

- iii. Workers Compensation and Employers Liability: The Grantee shall maintain statutory worker's compensation, with statutory limits, 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 \$1,000,000.00 per claim are required. The entity shall notify CARB in writing if they have no employees, or are otherwise exempt from worker's compensation, and therefore also exempt from this requirement for employer's liability coverage. If the entity retains employees or otherwise loses its exemption from worker's compensation at any point during the term of this Grant Agreement, it shall immediately notify CARB and comply with the worker's compensation and employer's liability insurance requirements stated herein.
- iv. Crime Insurance: Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time must be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery, or alteration, and inside/outside money and securities coverages including first- and third-party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, the California Air Resources Board, and the PCB Administrator (Data for Social Good).
- v. Cyber Liability (if applicable): Grantee shall maintain Cyber Liability coverage, with limits not less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the state of California in the care, custody, or control of the insured.
- vi. Professional Liability (Errors and Omissions) (if applicable): Where licensed professionals will be performing work on the grant project, the entity shall maintain insurance appropriate to the entity's profession, with a limit of no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

vii. Self-insurance: If the Grantee has elected to be self-insured it must receive approval of its self-insurance program from CARB. To obtain, approval, the Grantee must submit the following documents to CARB.

- 1) Workers' Compensation: The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
- 2) All Other: The Grantee's Risk Manager, or comparable position holder, shall provide a written description of the plan including what is covered, what is not covered, identify the financial limits of the plan, and identify the source of funds for financing the plan.

Grantee must also provide:

- 1) Their most recent audited annual financial statement including all accounting letters. The report must show the Grantee's owner's equity of at least \$5,000,000.00 and annual profit of at least \$500,000.00.
- 2) A signed written statement from the Grantee's certified public accountant (CPA) confirming the annual net profit for each of the prior 4 years has been at least \$500,000.00.

## **17. General Provisions**

- a. **Additional Remedies for Non-Compliance**
  - i. Without limiting any of its other remedies, CARB may, for Grantee's noncompliance with any term or condition of this Grant Agreement, withhold future payments, demand and be entitled to repayment of past reimbursements or payments, or suspend or terminate this Grant Agreement. All Project Schedule and other tasks are non-severable, and completion of all of them is material to this Grant Agreement. Thus, without limiting its other remedies, CARB is entitled to repayment of all funds paid to Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of CARB.
  - ii. Grantee understands, acknowledges and agrees that failure to comply in whole or in part with this Grant Agreement or with applicable air quality rules, regulations and laws, is, in each instance, a material breach of the Grant Agreement and such breach will result in undue hardship and damages to the State of California some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds (including Administrative Fees) and a continuing obligation of Grantee during the Term of the Grant Agreement and for the consecutive three (3) years following expiration, cancellation or termination of the Grant Agreement, whichever occurs later.
- 1) **Liquidated Damages**
  - a. If the PCB Administrator or CARB determines, within its sole

and absolute discretion, that Grantee is in breach or has breached this Grant Agreement, then Grantee, immediately upon demand, shall pay the PCB Administrator (or CARB as requested), as liquidated damages, the full amount of all Grant Funds previously paid to Grantee to date.

- b. The Parties agree that quantifying the losses arising from Grantee's breach is inherently difficult insofar as breach may cause the PCB Administrator or CARB irreparable, serious, or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.
- c. This provision shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations, or laws caused by any third party.

- b. **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.
- c. **Amendment.** This Grant Agreement may only be amended by a written amendment to this Grant Agreement which has been fully executed by authorized representatives of both Parties. Unless otherwise approved by the PCB Administrator or CARB, requests by Grantee for amendment of this Grant Agreement must be made at least sixty (60) days prior to the Grant term end date.
- d. **Americans with Disabilities Act (ADA) Language.** The Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee or their Resource Entities, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement, including Status Reports (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, 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 the PCB Administrator, CARB or the public in PDF format, the Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). The PCB Administrator may request from the Grantee documentation of compliance with the requirements described above and may perform testing to verify compliance. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.

The Grantee must bring into compliance any Work by the Grantee or its Resource Entities not meeting the Accessibility Requirements. If the Grantee fails to bring the Work into compliance with the Accessibility Requirements within five business days of issuance of written notice from the PCB Administrator, or within the time frame specified by the PCB Administrator in its written notice, then the Grantee will be responsible for all costs incurred by CARB or the PCB Administrator in bringing the Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement.

Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

- e. **Assignment.** This Grant Agreement is not assignable, either in whole or in part, by the Grantee without the advance written consent of CARB or the PCB Administrator in the form of a formal written amendment signed by authorized representatives of both Parties.
- f. **Assurances.** CARB or the PCB Administrator reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of its Resource Entities that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
- g. **Audit.** The Grantee agrees that CARB, the PCB Administrator, the California Department of General Services, California Department of Finance, the California State Auditor (formerly known as the California Bureau of State Audits), and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded, whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to produce all such records to CARB or the PCB Administrator upon request, allow CARB, the PCB Administrator and other state designated representatives (including auditors) access to such records during normal business hours and to allow interviews of Grantee and any and all Resource Entities who might reasonably have information related to

such records. Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts with Resource Entities language identical to or similar to this paragraph to ensure CARB and the PCB Administrator have the ability and right to audit records and conduct interviews of any and all Grantee's employees, officers, directors, members (of a limited liability company (LLC) for of entity), partners (of a partnership form of entity), agents, representatives, assigns, and Resource Entities in relation to performance or use of the Grant Funds under this Grant Agreement.

- h. **Authority.** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.
- i. **Availability of Funds.** The Grantee acknowledges, agrees, and understands that CARB's and the PCB Administrator's obligations, including but not limited to payment or reimbursement, under this Grant Agreement are contingent upon the availability of designated or legislatively appropriated funds. In the event funds are not available, CARB and the PCB Administrator shall have no liability and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason. Grantee acknowledges it has no reasonable reliance interest in receiving any funds under this Grant Agreement in the event such funds are not designated or legislatively appropriated.
- j. **Compliance with Law.** The Grantee agrees that it will, at all times, comply with, and require its Resource Entities to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Term. This requirement includes, but is not limited to:
  - i. Obtaining any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities; and,
  - ii. Compliance with federal law which prohibits employers from hiring, recruiting, or referring people who do not have the legal right to work in this country; or, hiring contractors who hire people who do not have the legal right to work in this country. (8 U.S.C. § 1324a.).
  - iii. A failure of the Grantee to comply fully at all times with this section is a breach of this Grant Agreement, and is cause for immediate termination of the Agreement without advance notice.
- k. **Conflict of Interest.** Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. 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 and the PCB Administrator may consider the nature and extent of any actual, apparent, or potential conflict of interest in

Grantee's ability to perform the Grant. Grantee must immediately advise the PCB Administrator 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 \$10,000.00 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 should not be listed on the grant application except as necessary to show their role in the organization.

- i. An advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. That organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
- ii. Applications from organizations affiliated with CARB Board members may require additional review and Board approval. This process may delay grant execution and/or distribution of funds.

- I. **Construction.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
- m. **Cumulative Remedies.** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
- n. **Days.** "Day" or "Days" means calendar days, unless expressly noted otherwise.
- o. **Disadvantaged Communities.** The Grantee, for the purposes of this Program and the Project, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: [oehha.ca.gov/calenviroscreen/report/calenviroscreen-40](http://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40).

- p. **Disputes.** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between the Grantee and the PCB Administrator, unless otherwise directed by the PCB Administrator or CARB. Grantee staff or management will work in good faith with the PCB Administrator staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with PCB Administrator staff shall be subject to final resolution by the CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
- q. **Entire 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.
- r. **Environmental Justice.** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB or the PCB Administrator and as otherwise required by local, state, and federal laws.
- s. **Equipment/Vehicle Ownership.** Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools purchased, licensed, or constructed by Grantee or any of their Resource Entities using Grant Funds during the Term. CARB, within its discretion, may elect to determine the normal useful life of such Project Equipment. Project Equipment is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000.00, and purchased with CARB funds. All such Project Equipment is, upon acquisition, the exclusive property of the entity that acquired it, and shall primarily, but need not exclusively, be used for the purposes of carrying out the obligations of this Grant Agreement during the Term. Upon request by CARB during the Term, in the event of cancellation or termination for cause, the Project Equipment, and title thereto, shall be delivered to CARB.
- t. **Force Majeure.** Neither CARB, the PCB Administrator, nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the

reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB or the PCB Administrator may terminate this Grant Agreement immediately, in writing and without penalty, in the event the Grantee invokes this clause, in which case the Grantee shall immediately return all remaining Grant Funds to the PCB Administrator, CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property, and other information in relation to this Grant Agreement.

- i. If the Grant Agreement is not terminated by CARB or the PCB Administrator pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide to the PCB Administrator a written proposal to revise the Project Schedule, inclusive of anticipated major milestones and timeframes for expending remaining Grant Funds, while minimizing the effects of the delay caused by the force majeure event.
- ii. An event of force majeure does not relieve a Party from any of its obligations which arose before the occurrence of the force majeure event nor is any Party relieved from those obligations which survive termination or cancellation of the Grant Agreement.

u. **Funding Prohibitions for Sectarian Purposes and Non-public Schools.** The Grantee and its Resource Entities may use or authorize the use of PCB Administrator or CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5; article IX, section 8; and federal law. CARB and the PCB Administrator reserves the right to obtain additional information from the Grantee and others to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of Grant Funds, or termination of this Grant Agreement or any other agreements.

v. **GenAI Technology Use & Reporting.**

- i. Definitions:
  - 1) "Generative AI (GenAI)" means "an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data." (Gov. Code § [11549.64](#).)
  - 2) "Deliverable" means "software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items."
- ii. Grantee must notify PCB Administrator in writing, within 15 days or a period agreed to by PCB Administrator or CARB, and require their Resource Entities to notify PCB Administrator in writing, in the same timeframe, if they:
  - 1) Intend to provide GenAI as a deliverable to PCB Administrator; or,

- 2) Intend to utilizes GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
  - 1) Functionality of a State system;
  - 2) Risk to the State; or,
  - 3) Performance under this Grant Agreement.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- iii. Notification shall be provided to PCB Administrator's Project Liaison identified in this Grant Agreement.
  - 1) At the direction of PCB Administrator in coordination with CARB, Grantee shall discontinue, and require their Resource Entities to discontinue, the provision to CARB of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.
  - 2) If the use of previously undisclosed GenAI is approved by PCB Administrator in coordination with CARB, then upon request by CARB or PCB Administrator, Grantee will amend the Grant Agreement accordingly, and their related agreements with Resource Entities, which may include incorporating the *GenAI Special Provisions* into these agreements, at no additional cost to the State.
  - 3) PCB Administrator in coordination with CARB, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this section into their agreements with Resource Entities, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB and PCB Administrator are entitled to seek any and all remedies available to them under law as a result of such breach, including but not limited to termination of the Grant Agreement

w. **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, the PCB Administrator, 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, Sacramento location. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

x. **Grantee's Responsibility for Work.** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of the Grantee's Resource Entities. The Grantee shall be responsible for any and all disputes arising out of its contract for work

performed in relation to, as a result of, or as a consequence of this Grant Agreement, including but not limited to payment disputes with Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, or Resource Entities. CARB and the PCB Administrator will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

- a. All agreements and subcontracts must be submitted to the PCB Administrator upon request for review prior to execution. Upon request, the Grantee will provide the PCB Administrator copies of fully executed agreements and subcontracts with any and all Resource Entities. The PCB Administrator may request them during, or after the end of, the Grant Term and the Grantee agrees to provide them within 5 calendar days of such request. For agreements and subcontracts that are listed as "to be determined" in the Budget, the Schedule, or elsewhere in any attachment to this Grant Agreement, Grantee must submit a revised budget to the PCB Administrator, identifying the Resource Entity and specific items of cost expected to be incurred by that Resource Entity, which in each instance shall be subject to advance approval by the PCB Administrator. In addition, the Grantee must have a fully executed subcontract or agreement before the Resource Entity can incur any costs for which the Grantee will seek reimbursement.
- b. Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
- c. Upon request, Grantee will provide the PCB Administrator a copy of all solicitations for services or products used or needed to carry out the terms of this Grant Agreement, including copies of the proposals or bids received.
- d. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any agreements it enters into with any of its Representatives. No agreement or subcontract may relieve the Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its Resource Entities or persons directly or indirectly employed by any of them.
- e. Grantee's obligation to pay its Resource Entities is an independent obligation from the PCB Administrator's obligation to make payments to the Grantee. As a result, the PCB Administrator has no obligation to pay or enforce the payment of any funds to any such third parties. Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each such third parties for work performed in accordance with the terms of this Grant Agreement and the terms of any

such third party agreements.

- f. All Resource Entity and other third party agreements must, at a minimum, incorporate all of the following:
  - 4) A clear and accurate description of the material, products, or services to be procured.
  - 5) A detailed budget and timeline.
  - 6) Provisions that allow for administrative, contractual, or legal remedies in instances where a Resource Entity or third party violates or breaches contract terms, and provides for such sanctions and penalties as may be appropriate.
  - 7) Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - 8) A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the PCB Administrator.
  - 9) Language conforming to Third Party Agreements Required Terms section and all of the General Provisions of this Grant Agreement.
- g. Without limiting any of CARB's or the PCB Administrator's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for termination.
- y. **Indemnification and Hold Harmless.** Grantee agrees to indemnify, defend at their own expense, and hold harmless Data for Social Good, the State of California, CARB, and CARB officers, Board members, employees, volunteers, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims, and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of the Grantee or any of its Resource Entities, including but not limited to actions or inactions relating to, arising out of, or resulting from any actions or inactions of the Grantee, or any of their Resource Entities, in performance under this Grant Agreement, including but not limited to actions or inactions relating to, arising out of or resulting from the operation, design, or manufacture of any equipment, vessels, vehicles, or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.
- z. **Independent Actor.** The Grantee and its Resource Entities, in their/its performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California or CARB.
- aa. **Nondiscrimination.**
  - i. During the performance of this Grant Agreement, the Grantee and its Resource Entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or

veteran or military status, any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee and Resource Entities shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment.

- ii. Grantee and Resource Entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- iii. During the performance of this Grant, Grantee and its Resource Entities shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.
- iv. Grantee and Resource Entities 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 to work with their entity.
- v. Grantee and Resource Entities shall permit access by representatives of the California Civil Rights Department, PCB Administrator, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.
- vi. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever the PCB Administrator or CARB has reasonable cause to believe that Grantee or Resource Entities have violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then the PCB Administrator or CARB will notify Grantee or, where applicable, the Resource Entity, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.

- vii. In the event of Grantee's or its Resource Entity's noncompliance with this provision, Grantee or its Resource Entity may be subject to remedial action determined appropriate and consistent with applicable law by the PCB Administrator, CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement.
- viii. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and the PCB Administrator will administer this Grant consistent with such policy. The policy may be found at:  
[\*arb.ca.gov/california-air-resources-board-and-civil-rights\*](http://arb.ca.gov/california-air-resources-board-and-civil-rights).
- ix. To the extent that the Grant includes federal funding, Grantee and its Resource Entities should refer to the U.S. EPA Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices. Though not legally required, this guidance document may assist recipients of U.S. EPA financial assistance (such as grantees) when developing and improving their legally required federal civil rights compliance efforts.
- x. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements, including but not limited to those with Resource Entities, where work is performed to fulfill any term or condition of this Grant Agreement.

bb. **Notice.**

- i. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - 10) By delivery in person.
  - 11) By certified U.S. mail, return receipt requested, postage prepaid.
  - 12) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - 13) By electronic means.
- ii. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4, Project Liaisons, of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.

cc. **Office of Foreign Asset Control.** Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on

the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at [home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information](http://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information). Refer also to the U.S. Department of the Treasury website at [home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions](http://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The property and interests in property of an entity that is 50% 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. The Grantee represents, warrants, and agrees that Grantee or any of its Resource Entities are not, and will not become, in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall include in all agreements with its Resource Entities an acknowledgment that the entity and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify the PCB Administrator within 15 calendar days if it has knowledge that Grantee or any Resource Entity is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

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

- 1) Grant Agreement Cover Sheet
- 2) Exhibit C: Fiscal Year 2023-2024 Funding Plan for Clean Transportation Incentives
- 3) Exhibit A: Grant Agreement Terms and Conditions
- 4) All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.

ee. **Paragraph Headings.** The headings and captions of the various paragraphs, subparagraphs, and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

ff. **Prevailing Wages and Labor Compliance.** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code including but not limited to Section 1771 et seq. regarding prevailing wages. The Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by the Grantee and all Resource Entities.

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

hh. **Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 ("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 of California ("State") agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

ii. **Severability.** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected and will remain in full force and effect.

jj. **Survival.** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the General Provisions.

kk. **Third Party Agreements Required Terms.** All grants, subgrants, technical grants, contracts, vouchers, agreements and subcontracts entered into by and between Grantee and any Resource Entity using or applying Grant Funds (in whole or in part) shall contain the language (or similar language with the same meaning and intent) in the following terms of this Grant Agreement: Audits, Authority, Availability of Funds, California Climate Investments (CCI) (if applicable), Compliance with Law, Confidentiality and Data Security, Conflicts of Interest, Data and Intellectual Property Ownership, Entire Agreement, Equipment/Vehicle Ownership, Fiscal Administration, Force Majeure, Funding Prohibitions for Sectarian Purposes and Non-Public Schools, Governing Law and Venue, Indemnification and Hold Harmless, Independent Actor, Non-Discrimination, Prevailing Wage and Labor Compliance, Professionals, Russia Sanctions, Severability, Survival, and Third Party Beneficiaries. Grantee may not include an arbitration clause, mandatory or optional, in any agreement related to this Grant Agreement with any Resource Entity or Grant Recipient, without CARB's prior written approval.

ll. **Third Party Beneficiaries.** Grantee represents, warrants and agrees that CARB and the State of California are third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions

of this Grant Agreement during the Term, and upon request by the PCB Administrator, shall send to CARB a copy of said agreements.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

- mm. **Timeliness.** Time is of the essence in the performance of this Grant Agreement. The Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.
- nn. **Waiver of Rights.** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of CARB or the PCB Administrator provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

## **Exhibit B: Statement of Work**

*Attachment I - Budget Summary*

*Attachment II - Scope of Work*

*Attachment III - Timeline, Deliverables, and Budget Details*

*Attachment IV - Key Project Personnel*

## **Attachment I - Budget Summary**

Grantee:

Project:

Grant Number: G23-PG-

	<b>Total Costs</b>
Indirect and Direct Grant Management Costs (part of Task 1)	\$
Indirect Costs (all other tasks)	\$
Project Costs (all other tasks)	\$
	<b>Total Funding</b>
Total CARB Grant Funds	\$
Grantee's Resource Contribution	\$
<b>Project Total</b>	\$

## **Attachment II - Scope of Work**

Grantee:

Project:

Grant Number: G23-PG-

The PCB Administrator will include the Scope of Work from the Grantee's application in this section.

### **Task 1. Grant management**

- 1.1.
- 1.2.
- 1.3.

### **Task 2.**

- 2.1.
- 2.2.
- 2.3.

### **Task 3.**

- 3.1.
- 3.2.
- 3.3.

### **Attachment III - Timeline, Deliverables, and Budget Details**

Grantee:

Project:

Grant Number: G23-PG-

<b>Task #</b>	<b>Task Description</b>	<b>Expected Start Date</b>	<b>Expected End Date</b>	<b>Deliverables (if applicable)</b>	<b>CARB Funds</b>	<b>Resource Contribution</b>
1					\$	\$
2					\$	\$
3					\$	\$
4					\$	\$
5					\$	\$
6					\$	\$
7					\$	\$
-	<b>Total</b>	-	-	-	<b>\$</b>	<b>\$</b>

## **Attachment IV - Key Project Personnel**

Grantee:

Project:

Grant Number: G23-PG-

<b>Role and Name of Entity</b>	<b>Personnel Name and Title</b>	<b>Expected Duties</b>