

APPENDIX B

**2017-18 SAMPLE GRANT AGREEMENT**

An actual grant agreement will align with a project's implementation plan, schedule, budget, and other details. Note, however, that certain sections of a grant agreement are not subject to change and are not negotiable, including Section N. Project Records, Section O. Oversight and Accountability, and Exhibit B. General Provisions.

**FINANCING ASSISTANCE FOR LOWER-INCOME  
CONSUMERS (FINANCING ASSISTANCE PILOT  
PROJECT)**

Mobile Source Control Division  
California Air Resources Board  
November 1, 2018



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SAMPLE

## EXHIBIT A GRANT PROVISIONS

### A. AGREEMENT

The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Year 2017-18 Grant Solicitation for the Low Carbon Transportation Investments Financing Assistance Pilot Project and the Grantee Application Package (Exhibit E).

### B. CLIMATE CHANGE INVESTMENTS LOGO

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and California Air Resources Board (CARB) as a funding source for Financing Assistance Pilot Project, as outlined in the California Climate Investments Messaging and Communications Guide. Below are specific requirements for acknowledgement.

1. Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: "This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidelines for the usage of the CCI logo can be found at [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines).

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



Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Financing Assistance Pilot Project when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

Finally, when preparing flyers, brochures, or other handout material that will be used to promote the Financing Assistance Pilot Project as one of CARB's Low Carbon Transportation Investment programs, the Grantee will incorporate the Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation Investment programs, including both light and heavy-duty projects. The Moving California typeset is displayed below and branding materials will be provided by the CARB Project Liaison.



### C. GRANT SUMMARY AND AMENDMENTS (if applicable)

**Project Title:** Financing Assistance Pilot Project  
**Authorized Official:**  
**Total Grant Amount:**  
**Total Match and In-Kind:**  
**Total Project Cost:**

**D. GRANT PARTIES AND CONTACT INFORMATION**

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or Board) to TBD (hereinafter referred to as Grantee).
2. The CARB Project Liaison is Kathryn Canepa. Correspondence regarding this pilot project must be directed to:

Kathryn Canepa  
California Air Resources Board  
Mobile Source Control Division  
1001 I St.  
Sacramento, California 95812  
Phone: (916) 324-0202  
Email: Kathryn.Canepa@arb.ca.gov

3. The Grantee Liaison is TBD. Correspondence regarding this project must be directed to:

Name:  
Title:  
Address:  
Phone:  
Email:

**E. TIME PERIOD**

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by both parties. Performance on this Grant ends once the Grantee has submitted the final and quarterly report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the pilot project, the Grantee must submit a draft final report to the CARB Project Liaison no later than **date** (See Section M, Reporting, of this Grant Agreement).
3. Final request for payment and Final Report must be received by CARB no later than **date** (See Sections M and N of this Grant Agreement).
4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by **date**, 60 percent of pilot project funding has not been expended by the Grantee. In the event of such termination, Section J(5) of these provisions apply.

## F. ELIGIBLE ADVANCED TECHNOLOGY VEHICLES

Grantee must confirm the vehicle being purchased or leased meets the following vehicle eligibility criteria. Eligible vehicles for the purpose of this Financing Assistance Pilot Project include light-duty passenger vehicles that are a hybrid electric vehicle (HEV), a plug-in hybrid electric vehicle (PHEV), a battery electric vehicle (BEV), or a fuel cell electric vehicle (FCEV).

For used vehicles the model years must be eight years old and newer with a U.S. Environmental Protection Agency (U.S. EPA) combined fuel economy rating of at least 25 miles per gallon of fuel or more depending on the model year. Combined fuel economy ratings requirements are described in Table 1: Minimum U.S. EPA Combined Fuel Economy Rating by Model Year. The minimum U.S. EPA Combined Fuel Economy Rating changes by model year and will be updated in future years for fuel economy on newer model years.

**Table 1: Minimum U.S. EPA Combined Fuel Economy Rating by Model Year**

Model Year	Minimum U.S. EPA Combined Fuel Economy Rating
2011	25
2012	28
2013	29
2014	30
2015	31
2016	32
2017	37
2018	38
2019	40
2020	42

Any advance technology clean vehicle selected must have less than 75,000 original miles. This pilot project excludes neighborhood electric vehicles and zero-emission motorcycles.

Additional vehicle requirements:

1. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or zero-emission vehicle (ZEV) is not eligible.
2. No modifications to the vehicle's emission control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) section 27156).
3. Vehicle title cannot be salvaged (as defined in CVC section 544).
4. Vehicle inspection must be completed by a licensed automotive mechanic.

5. Vehicle history to be provided and attached to the financing assistance paperwork.

## **G. ELIGIBLE ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

Grantee must provide a mechanism to allow financial assistance in the form of grant of up to \$2,000 for the purchase and installation of Electric Vehicle Supply Equipment (EVSE) and related infrastructure expenses, such as electrical panel updates or subsidized solar power systems, for consumers purchasing or leasing a BEV/PHEV. If infrastructure cannot be installed at consumer's residence, a portion of the funding may go toward subsidizing cost of electricity from public charging stations. The Grantee must provide a description of the process for funding EVSE and issuing EVSE funds in the Project Implementation Plan. At CARB's discretion, the vehicle eligibility criteria may change during the term of this project.

## **H. GRANTEE SCOPE OF WORK**

The Grantee is responsible for on-the-ground project implementation of distributing vehicle price buy-down for eligible vehicles and facilitating access to loans for the purchase or lease of an advanced technology clean vehicle, including, but not limited to the following tasks. Any requirements identified below are minimum requirements and are not comprehensive:

1. Throughout the grant term and in consultation with CARB, update and finalize both the Terms and Conditions and the Project Implementation Plan.
2. Provide lower-income consumer the following:
  - a. A low interest loan; the project sets an eight percent annual percentage rate cap on loans.
  - b. Provide a vehicle price buy-down grant: up to \$2,500 for a HEV and up to \$5,000 for a FCEV, BEV or PHEV. If the price of the vehicle is less than a vehicle price buy-down, the price buy-down cannot exceed the price buy-down amount minus \$1,000. At CARB's discretion, the types of eligible vehicles or grant amounts may change during the term of the project;
  - c. For a BEV/PHEV purchaser, allow up to \$2,000 in the form of a grant for the purchase and installation of EVSE and related infrastructure expenses, such as electrical panel updates or solar power systems. If infrastructure cannot be installed at consumer's residence, a portion of the funding may go toward subsidizing cost of electricity from public charging stations. Funding amounts may be changed at CARB's discretion;

- d. Education and Outreach: provide the consumer with financial and vehicle technology familiarization training (See Table 2), and provide customers with vehicle purchasing assistance.

**Table 2: Financial and Vehicle Technology Familiarization Training**

Subject	Topics include but are not limited to the following:
Financial	<p>Money Smart Adult Financial Education Curriculum similar to the Federal Deposit Insurance Corporation modules found at: <a href="https://www.fdic.gov/consumers/consumer/moneysmart/mscbi/mscbi.html">https://www.fdic.gov/consumers/consumer/moneysmart/mscbi/mscbi.html</a></p> <ul style="list-style-type: none"> <li>• Introduction to bank services</li> <li>• Introduction to credit</li> <li>• Rights as a consumer</li> <li>• How your credit history will affect your credit future</li> <li>• Know what your borrowing before you buy</li> <li>• Vehicle expenses (payments, insurance, fuel, maintenance, battery replacement costs)</li> </ul>
Vehicle	<ul style="list-style-type: none"> <li>• Basic auto maintenance</li> <li>• Vehicle safety (tire, proper maintenance) and care</li> <li>• Fluid level check</li> <li>• Electrical System</li> <li>• Lubrication System</li> <li>• Fuel System</li> <li>• Advanced technologies including: battery technology, useful life, warning indicators, charging needs</li> </ul>
Infrastructure	<ul style="list-style-type: none"> <li>• Charging infrastructure options</li> </ul>

- e. Grantee must coordinate administration of the program with CARB's other light-duty projects including Enhanced Fleet Modernization Program (EFMP)/EFMP Plus-up/Clean Cars 4 All, Clean Vehicle Rebate Project (CVRP), One-Stop-Shop, and other ZEV and ZEV infrastructure incentive programs.
- f. Prepare outreach and educational materials that are clear and effective, in consultation with CARB, and conduct statewide or local (as project requires) public outreach necessary for the project to be successful. Outreach should target lower-income consumers with an emphasis in disadvantaged communities, as well as California tribes.. Grantee must also coordinate outreach efforts with the administrators of EFMP Plus-up/Clean Cars 4 All, Clean Mobility Options/Car Sharing projects, CVRP and One-Stop-Shop. The Grantee shall clearly identify an outreach plan that contains, at a minimum:
- i. The types of outreach planned, printed materials, web-based content, social media, multimedia tools, video, et cetera. Outreach materials must be approved by CARB prior to use.



- ii. A strategy to support organizations and groups that are representative of disadvantaged and low-income communities. These groups, tribes, and organizations should be connected to a network of similar organizations, culturally-relevant institutions, and community service providers, regional or centralized community based-organizations, local air districts, utility groups, or community colleges, to provide education, technical assistance, ride and drive opportunities, et cetera.
- iii. An approximate number of community events and geographic locations that will be attended to promote the financing assistance pilot project and educate the public on advanced clean vehicle technology.
- iv. A strategy to engage lower-income consumers through activities relevant to the community being served. This should include the use of language- specific and culturally-appropriate outreach and education materials.
- v. A strategy to align outreach efforts and coordinate messaging between EFMP Plus-up/Clean Cars 4 All, CVRP and One-Stop-Shop. The goal is for the consumer to have clear messaging of how these complimentary programs can get them into an advanced technology vehicle.
- g. Grantee must facilitate the selection and purchase/lease of the advanced technology clean vehicle:
  - i. New or used advanced technology clean vehicle with 75,000 original miles or less.
  - ii. Model year must be eight years or newer with minimum U.S. EPA Combined Fuel Economy Rating by Model Year (See Table 1).
  - iii. Ensure vehicle inspection is completed by a licensed automotive mechanic and is provided to the consumer prior to purchase.
  - iv. As part of consumer protection, ensure vehicle has no outstanding recall notices. If there is a recall notice(s), the vehicle must be fixed before the vehicle can be purchased (see: <http://www.recalls.gov/nhtsa.html>).
  - v. Distribute vehicle price buy-down payments to the dealership for consumer's purchase or lease transaction.
  - vi. Offer an option to purchase, if available, an extended vehicle warranty, a battery warranty, or a battery replacement option if necessary.

- h. Grantee must ensure the consumer meets all applicable Financing Assistance Pilot Program requirements:
  - i. Consumer must have a household income less than or equal to 400 percent of the Federal Poverty Level. The Federal Poverty guidelines (U.S. Department of Health and Human Services, Office of Assistant Secretary for Planning and Evaluation: <https://aspe.hhs.gov/poverty-guidelines>) on income thresholds are updated annually and vary by household size.
  - ii. Consumer must reside in California.
  - iii. Consumer must complete a financial and vehicle technology familiarization training prior to receiving financial assistance.
  - iv. Consumer must have a minimum loan or down payment of \$1,000. If participating in EFMP Plus-up/Clean Cars 4 All, consumer would meet this requirement through the scrapping of their old vehicle. If a consumer participates in the grant or rebate portion of the EFMP /EFMP Plus-up or CVRP programs they are not eligible for the price buy-down in the Financing Assistance Pilot Project. Appropriate documentation to verify participation is required.
  - v. Consumer must possess a valid California Class C driver's license.
- i. Grantee must work with CARB to determine income verification requirements to align with and complement other programs such as EFMP Plus-up/ Clean Cars 4 All, CVRP, One-Stop-Shop, and local financing assistance projects.
- j. Grantee must work with CARB to administer additional consumer requirements once the vehicle is purchased:
  - i. Consumer must register the vehicle in California.
  - ii. Consumer must purchase and maintain minimum required automotive insurance. In California, drivers must carry liability insurance of \$15,000 for injury/death to one person, \$30,000 for injury/death to more than one person and \$5,000 for damage to property.
  - iii. Consumer must reside in California for the term of the loan or 30 months, whichever is longer.
  - iv. Consumer must agree to complete a survey annually.
- k. Ongoing Grantee responsibilities:

- i. Establish and maintain project records that include consumer details (Federal Poverty Level, address, census tract, disadvantaged community designation, etc.) and assistance details (vehicle type, loan amount, interest rate, term, price buy-down amount, EVSE, training, etc.).
  - ii. Survey the consumer annually for the term of the loan or financial assistance. Provide a summary of responses which includes survey statistics.
  - iii. Establish a process to track and enforce measures for defaulted loans or returned vehicles, cancellations, et cetera.
  - iv. For a direct loan model: track status of each loan throughout loan term, defaults, and transactions.
  - v. For a loan loss reserve (LLR) model: track premiums, defaults and transactions associated with LLR account. For a LLR, CARB requires the LLR premiums up to twenty percent of the loan amount. Note that in a LLR account project, once all loans guaranteed by the LLR account have been repaid, the Grantee must return to CARB the premium contributions funded in the lender's LLR accounts made on behalf of the borrower and lender.
  - vi. Track and report vehicle and consumer information, track expenditures by grant award, fiscal year, and funding sources.
  - vii. Track and report interest earned on grant funds.
  - viii. Provide CARB with access to all project records including, but not limited to, loan, consumer information, vehicle price buy-down, and EVSE documentation. For vehicle price buy-down, provide vehicle details (make, model, model year, mileage at purchase, et cetera) and access to the financial assistance checks, upon request.
- I. Develop program related user-friendly public webpages or a CARB-approved third party webpage with the ability to integrate and/or communicate with the One-Stop-Shop platform. Webpages must include, at a minimum:
- i. List of types of eligible vehicles and each vehicle type's vehicle price buy-down amount.
  - ii. Contact information and applicable documents and forms related to the project.

- iii. Links to other CARB incentive programs (i.e. EFMP Plus-up/Clean Cars 4 All, CVRP, Clean Mobility Options/Car Sharing projects, local financing assistance).
- m. Develop an Implementation Manual that includes policies and procedures and flow chart that describes the Grantee's administrative action for conducting financial and vehicle familiarization training, processing consumer paperwork and the loan approval process. CARB may at any time require the Grantee to update their implementation plan to reflect any changes made since the plan was last approved. This Manual will provide necessary definitions, explanations, and processes associated with the project's minimum requirements, and may be periodically updated as needed to clarify project requirements and improve project effectiveness.
- n. Store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the term of the Grant Agreement plus three years. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB. Hardcopy of electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, DVDs, and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- o. Maintain copies of all disapproved applications.
- p. Develop and maintain accounting procedures to track expenditures by grant award and all Financing Assistance Pilot Project funding sources.
- q. Track vehicle price buy-down per funding source issued in lower-income and disadvantaged communities.
- r. Respond to public inquiries regarding Financing Assistance Pilot Project.
- s. Provide Quarterly Status Reports to CARB documenting project fund expenditures (including match and in-kind funds), vehicles funded, outreach efforts, implementation challenges, and achievements.
- t. Provide CARB with project Final Report that summarizes and evaluates total fund expenditures (including match and in-kind funds); vehicles funded, outreach efforts, implementation challenges, and recommended potential program improvements.
- u. Upon request, provide CARB with all project records including but not limited to copies of vehicle price buy-down and EVSE checks.

- v. Develop a project transfer plan in a manner directed by CARB that includes, but is not limited to, the following tasks:
  - i. Loans processed and record of vehicle price buy-down for all project consumers.
  - ii. Complete all tasks associated with closeout.
  - iii. Process for completing the current applications for loans and vehicle price buy-down for up to three months after closeout, to ensure a smooth transition to another administrator.
  - iv. If applicable, transfer Financing Assistance Pilot Project data and website to a new Grantee/administrator selected by CARB according to the agreed upon transfer plan.
- w. Provide documentation verifying that the organization is in good standing with the Internal Revenue Service, California Franchise Tax Board, California Secretary of State, and/or any other state or federal agency as required for applicable organizations. In addition, documentation must be provided with the application that verifies the organization is in full compliance with all federal and state regulations and requirements in order to fulfill the requirements of this project such as verification to be a Finance Lender and Broker in California.
- x. All information, data, and webpages received or generated under this solicitation are the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval.
- y. Meet applicable requirements of statutes of the Low Carbon Transportation Greenhouse Gas Reduction Fund Investments as stated in the Fiscal Year 2017-18 Funding Plan for Clean Transportation, and the Fiscal Year 2017-18 Financing Assistance Pilot Project Solicitation.
- z. Assess the influence of incentives on used clean vehicles.
- aa. Establish a waiting list if the project becomes oversubscribed and CARB determines a waiting list is appropriate.
- bb. Insurance Requirements

The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

i. General Provisions

- a) Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
- b) Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the grant upon the occurrence of such event, subject to the provisions of the grant.
- c) Premiums, Assessments and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d) Primary Clause – Any required insurance contained in the grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g) Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s obligations under the grant.
- h) Use of Subcontractor – In the case of the Grantee’s utilization of subcontractors to complete the grant scope of work, the Grantee shall include all subcontractors as insured’s under the Grantee’s

insurance or supply evidence of the subcontractor's insurance to the State equal to policies, coverages, and limits required of the Grantee.

- ii. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The following coverages must be evidenced on the certificate of insurance:
  - a) Commercial General Liability – The Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.
  - b) Automobile Liability – If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Grantee shall maintain motor vehicle liability with limits of not less than \$1 million per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the grant. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.
  - c) Workers' Compensation and Employer's Liability – The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.

## **I. CALIFORNIA AIR RESOURCES BOARD**

**CARB is responsible for the following:**

1. Evaluating alterations to the loan loss reserve premiums, interest rate, vehicle price buy-down based on vehicle type, and EVSE grant amount.
2. For all financing pilot projects types the maximum interest rate a lender may charge is eight percent the annual percentage rate.
3. Establishing vehicle price buy-down amounts for lower-income consumers, the funding maximums are as follows and are subject to change at CARB's discretion:
  - a. For a hybrid electric vehicle, eight year old and newer with combined fuel economy rating of at least 25 miles per gallon of fuel or more depending on the model year as described in Table 1, a maximum vehicle price buy-down of \$2,500.
  - b. For PHEVs and BEVs, eight years old and newer with combined fuel economy rating of at least 25 miles per gallon of fuel or more depending on the model year as described in Table 1: Minimum U.S. EPA Combined Fuel Economy Rating by Model Year, a maximum vehicle price buy-down of \$5,000 is allowed.
4. For a BEV/PHEV purchaser, allow up to \$2,000 in the form of a grant for the purchase and installation of EVSE and related infrastructure expenses.
5. For a LLR, CARB requires the LLR premiums up to twenty percent of the loan amount. Note that in a LLR account project, once all loans guaranteed by the LLR account have been repaid, the Grantee must return to CARB the premium contributions funded in the lender's LLR accounts made on behalf of the borrower and lender.
6. Designating advanced technology vehicles eligible for this Financing Assistance Pilot Project funding.
7. Determining eligible lower-income consumer criteria.
8. Participating in discussions with the Grantee to guide project implementation and refinements.
9. Reviewing and approving the Financing Assistance Pilot Project elements provided by the Grantee, such as the financial assistance product, education requirement, outreach, surveys and quarterly and final reports.
10. Review and approve all Grant Disbursement Request Forms (Form MSCD/ISB-90) and distribute Financing Assistance Pilot Project funds to the Grantee.



11. Providing Financing Assistance Pilot Project oversight and accountability (in conjunction with the Grantee).

## J. FISCAL ADMINISTRATION

### 1. Budget

- a. The maximum amount of this Grant is up to **\$XXX.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- b. The budget summary for this pilot project is shown in Exhibit C, Attachment I. Grant disbursement requests for the Financing Assistance Pilot Project must not exceed the grant amount.
- c. The grant funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total allocated fund amounts stated in the budget.
- d. Subject to prior written approval from CARB, line item shifts of up to ten percent of each milestone may be made over the life of the grant. Grantee can continue work upon written approval of line item shifts by CARB, and CARB will follow up with a formal amendment to the grant. Line item shifts may be proposed by either the State or the Grantee and must not increase the total grant amount.
- e. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of this pilot project (if applicable).
- f. The Grantee's project budget is shown in Exhibit G.

### 2. Pilot Project Funding

#### a. Implementation Funds

Implementation funds can be used for project expenses which may include one or more of the following:

- i. Vehicle price buy-down.
- ii. Loan loss reserve premiums.
- iii. Interest rate buy-down.

- iv. Labor expenses (including total staff time and labor costs).
- v. External consultant fees for completed work (if applicable).
- vi. Printing, mailing, travel, education classes, and other outreach expenses.
- vii. Other direct and indirect costs.

Additional invoices may be provided to CARB if warranted. Documentation substantiating these costs must be maintained by the Grantee and provided to CARB upon request, as described in this section and in Sections L of the Grant Agreement.

### **3. Grant Disbursements**

The CARB will release the first disbursement from the total grant award after the Grantee submits the following to CARB:

- a. A fully executed Grant Agreement;
- b. Grant Disbursement Request Form (Form MSCD/ISB-90)
- c. The Grantee must mail Grant Disbursement Requests to the CARB Project Liaison. Disbursement request must be made in conjunction with completed milestones, details depends on the grantee's financing assistance model.
- d. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit C. Request for payments are subject to CARB's receipt and approval of Quarterly Reports and any accompanying deliverables to demonstrate program needs.
- e. CARB will disburse funds on a reimbursement basis, provided sufficient documentation is provided to support the disbursement amount requested.
- f. Should advance payment be needed for this Grant, advance payments may be requested with a grant disbursement, as outlined in Advance Payments (4);
- g. Grant Disbursement Request Forms must be supported by documentation of expenses incurred as of the date of the Grant Disbursement Request. Supporting documentation must be attached to the Grant Disbursement Request Form. Acceptable supporting documentation shall include but not limited to; purchase orders with confirmed delivery dates, invoices, bills of lading, contracts, confirmed packing lists, time reports and any other appropriate documentation required by CARB.

CARB's Chief of the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of CARB's Chief of the Mobile Source Control Division or designee of CARB, are not reasonable or do not comply with the Grant.

Subsequent disbursements will be released when project milestones have been met and grantee submits a completed Grant Disbursement Request Form.

#### **4. Advance Payments**

Consistent with the Legislature's direction to expeditiously disburse grants, CARB may provide advance payments of grant awards to support project initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems. Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described herein to establish control procedures for advance payments.

Should advance payment be needed for this Grant, the following shall apply:

- a. The advance payments are necessary to meet the purposes of the grant
- b. CARB may provide an advance of the direct project costs of the grant, if the project has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- c. The grantee has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
- d. The Grantee will submit a spending plan to CARB for review prior to receiving the advance payment.
- e. The spending plan shall include project schedules, milestones, and the grantee's fund balance for the grant.
- f. The Grantee agrees to not provide advance payment to any other entity.
- g. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned in quarterly and final reporting.
- h. Grantee shall remit to CARB any unused portion of the advance payment and interest earned by the end of the Fiscal Grant Term of this Grant Agreement.
- i. The Grantee assumes legal and financial risk of the advance payment.

## **5. Suspension of Payments and Grant Termination**

- b. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the pilot project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the grant.
- c. CARB reserves the right to terminate this Grant upon 30 days' written notice to the Grantee. In the case of early termination, the Grantee will submit a Quarterly Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions and immediately return remaining funds.
- d. CARB reserves the right to immediately terminate this Grant in accordance with Exhibit B, General Grant Provisions (25).
- e. Upon termination, remaining grant funds must be immediately returned to CARB.

## **6. Contingency Provision**

In the event, this Grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other Financing Assistance Pilot Project recipients (or Grantees) or other projects.

## **7. Documentation of Implementation Funds**

Implementation funds used for Financing Assistance Pilot Project include processing loans, vehicle price buy-down, interest rate buy-down, outreach or support of other financial assistance enhancements. Implementation funds also include: the Grantee's personnel costs; fringe benefit costs, operating costs (including rent, supplies, and equipment), indirect costs (general administrative services, office space, and telephone services), travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)<sup>1</sup>, overhead, consultant fees (if pre-approved by CARB); printing, records retention, and mailing.

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<sup>1</sup> Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

- a. The Grantee must maintain documentation of all Financing Assistance Pilot Project financing assistance funds, including but not limited to the following:
  - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to Financing Assistance Pilot Project administration and outreach.
  - ii. Funds and fees for external consultants must be documented with copies of the consultant contract and invoices.
  - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
  - iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
  - v. If indirect costs are used to document implementation funds for the Financing Assistance Pilot Project, the Grantee must describe how these costs are determined.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after expenditure of the final Financing Assistance Pilot Project funds.
- c. The above documentation must be provided to CARB in Quarterly Reports and a Final Report.

## **8. Earned Interest**

"Earned interest" means any interest generated from Financing Assistance Pilot Project funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on the Financing Assistance Pilot Project funds must be reported to CARB. All interest income on the Financing Assistance Pilot Project funds must be reinvested in the Financing Assistance Pilot Project to fund additional eligible vehicles. The Grantee is responsible

for reporting to CARB on all vehicles and consumers funded with interest earned on the Financing Assistance Pilot Project funds.

- b. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on the Financing Assistance Pilot Project funds, as follows:
  - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Financing Assistance Pilot Project funds.
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
  - iv. Earned interest must be fully expended or returned to CARB by completion of pilot project, or by **date**, whichever comes first.
- c. Documentation of interest earned on the Financing Assistance Pilot Projects funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on eligible vehicles must be retained for a minimum of three years after the interest-funded financing assistance has been redeemed.
- d. The above documentation must be provided to CARB in Quarterly Reports and Final Report.

## **9. In-Kind Services**

The Grantee is encouraged, but not required, to contribute in-kind services to improve Financing Assistance Pilot Project effectiveness. "In-kind services", for the purposes of Financing Assistance Pilot Project, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described herein and must be documented in the Quarterly Status Report(s) and Final Report to CARB.

## **10. Grantee Match Funding**

Match funding from the Grantee is encouraged, but not required, and may include funding from other State, federal, non-profit, or private revenue sources. All match funding sources and amounts must be reported to CARB in the Quarterly Status Report(s) and the Final Report.

## K. PROJECT MONITORING

### 1. Meetings with CARB (and any sub-contractor)

- a. Initial meeting: After a grant agreement is executed, a meeting will be held between key project personnel and CARB staff before work on the Financing Assistance Pilot Project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved. Topics may include process for program decision-making, frequency and process for ongoing project team coordination, and process for coordinating activities with CARB's other equity projects and Public Information Office.
- b. Review meetings: Meetings to discuss progress may be held beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison or by the Grantee upon request. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with CARB Project Liaison, and for facilitating the quarterly meetings.
- c. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

### 2. Technical Monitoring

- a. Any change in the scope or schedule for the project requires the prior written approval of the CARB Project Liaison and possibly a written Grant Agreement Amendment. As a pilot project, technical monitoring may be necessary or adjustments to the pilot project scope or requirements may need to be made.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator in writing, immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the pilot project in jeopardy. The Grantee must also make such notification if there is a change in key pilot project personnel.
- c. In addition to Quarterly Reports (see Section M, Reporting, of this Grant Agreement), the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the pilot project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the pilot project schedule must be requested in writing to the CARB Project

Liaison and approved by CARB, in its sole discretion and may require a written Grant Agreement Amendment.

## **L. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS**

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in Quarterly Status Reports submitted at least every three months to CARB and a Final Report submitted after all financing assistance funds have been expended.

## **M. REPORTING**

### **1. Quarterly Status Reports**

- a. The Grantee must submit Quarterly Status Reports at a minimum of three-month intervals. The Quarterly Status Reports must be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. The Grantee must provide a Quarterly Status Report to CARB detailing the vehicles, consumers, and associated financing assistance amounts assigned and redeemed to date. The Quarterly Status Report must include the following components:
  - i. Excel spreadsheet of:
    - a) Purchased or leased vehicle Information, including make, model, model year, vehicle identification number, mileage at time of purchase and vehicle type.
    - b) Dollar amount of the financing assistance (loan, vehicle price buy-down or other financial assistance mechanism), financing terms (interest rate, term of loan), consumer's income level, consumer's zip code, census tract, identifying if the consumer resides in a disadvantaged community census tract, whether the vehicle is purchased or leased and purchase/lease date.
    - c) If a consumer is purchasing a BEV/PHEV and financial assistance is provided for EVSE, report must include EVSE purchase and installation costs.
  - ii. Summary report of:
    - a) Program participation rates.
    - b) Status of education and outreach efforts



- c) Survey results, feedback received from consumers, including those consumers that ultimately did not receive any financing assistance, if available.
  - d) Remaining grant funds available.
  - e) Accounting records, including expenditure and supporting documentation.
  - f) If a loan loss reserve account is used, any changes (withdrawals or deposits) from loan loss reserve account, claims, net proceeds, or other withdrawals or deposits with a description of transaction (fees, sales records, etc.).
  - g) Copies of any reports from sub-contractors or partner agencies concerning the performance of the program, if appropriate.
  - h) Identified problems or concerns, proposed solutions, lessons learned, and suggested best practices, if applicable.
  - i) Other data and analysis as required by CARB.
- c. The Quarterly Status Report provides a mechanism for the Grantee to justify a need for additional Financing Assistance Pilot Project funds from CARB. The Quarterly Status Report must be submitted at least every three months, but may be provided on an as needed basis to justify payment from CARB. The first Quarterly Status Report must be submitted three months after the grant agreement is fully executed or when requesting additional disbursement of funds, whichever is sooner.

## **2. Final Report**

- a. The Grantee must submit a Final Report to CARB within 30 days of the pilot project end date. The Final Report must include the following components:

The Final Report must include, at a minimum:

- i. Excel spreadsheet of:
  - a) Purchased or leased vehicle information, including make, model, vehicle identification number, model year, mileage at time of purchase and vehicle type.
  - b) Dollar amount of the financing assistance (loan, vehicle price buy-down, or other financial assistance mechanism), financing terms (interest rate, term of loan), consumer's income level, consumer's zip

code, census tract, identifying if the consumer resides in a disadvantaged community census tract, whether the vehicle is purchased or leased and purchase/lease date.

- c) Expenditure documentation of financing assistance, administration costs, match and in-kind contributions.
  - d) If a consumer is purchasing a BEV/PHEV and financial assistance is provided for EVSE, report must include EVSE purchase and installation costs.
- ii. Summary report of:
- a) Program participation rates.
  - b) Outreach efforts.
  - c) Survey results, feedback received from consumers, including those consumers that ultimately did not receive any financing assistance, if available.
  - d) Copies of any reports from sub-contractors or partner agencies concerning the performance of the program, if appropriate.
  - e) Accounting records, including expenditure and supporting documentation.
  - f) Project records, including any changes (withdrawals or deposits) from the loan loss reserve account, claims, net proceeds, or other withdrawal or deposit with auditable documentation.
  - g) Implementation challenges and recommendation for potential program improvements.
  - h) Other data and analysis as required by CARB.
  - i) Remaining grant funds available.
  - j) Earned interest.
- iii. Overview of the Financing Assistance Pilot Project from inception through pilot project end, including pilot project background, partnerships, funding sources, challenges, successes, and suggestions going forward.
- iv. Table of milestones and narrative of how the milestones have been met.

- v. Other co-benefits to the disadvantaged community, including customer testimonials.
  - vi. Expenditure and income information and supporting documentation.
  - vii. Other data and analysis as developed with CARB.  
Additional reporting requirements may be added during the project period if deemed necessary by CARB.
- b. The draft Final Report must be submitted to CARB in an appropriate format as directed by CARB. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by the CARB Project Liaison, the Grantee must provide either a hard copy of the final version, or an electronic file.
  - c. In addition to the Final Report, the Grantee must submit to CARB all financing assistance records and supporting documentation in an electronic format.

## **N. PROJECT RECORDS**

As further described below, pilot project records include but are not limited to Grantee, financial and financing assistance records. All pilot project records must be retained for period of three years after final payment under this Grant. All project records are subject to audit pursuant to Exhibit B, General Grant Provision (4) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

### **1. Grantee Record:**

The Grantee must retain all Financing Assistance Pilot Project files containing:

- a. Original executed copy of the Financing Assistance Pilot Project Grant Agreement and Grant Agreement Amendments (if applicable).
- b. Project Implementation Manual and policies and procedures documentation
- c. Copies of Grant Disbursement Request Forms
- d. Documentation of earned interest generation and expenditure (see Section J (7) for more information).

### **2. Financial Records:**

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

- a. Establish an official file for Financing Assistance Pilot Project which must adequately document all significant actions relative to the pilot project.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Financing Assistance Pilot Project.
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the Financing Assistance Pilot Project.
- d. Establish an accounting system which will adequately depict final total costs of the Financing Assistance Pilot Project.

### **3. Financing Assistance Records:**

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

- a. Consumer Financing Assistance Pilot Project application.
- b. Copy of loan documentation, financing assistance check(s) or other form of documentation demonstrating how the funds were spent.
- c. Documentation on any deviations from the normal processing of financing assistances (examples include enforcement action, CARB case-by-case approvals).
- d. Develop a system to track all disapproved financing assistance applications, including explanation(s) of disapproval.

## **O. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee must comply with all oversight responsibilities identified herein.
2. CARB or its designee may recoup the GGRF investments which were received based upon misinformation or fraud, or for which a Grantee, vehicle manufacturer, technology provider, or lower-income consumer is in significant or continual non-compliance with the terms of this Grant Agreement or State law. CARB also reserves the right to prohibit any entity from participating in Financing Assistance Pilot Projects due to non-compliance with pilot project requirements.
3. If the Grantee detects any actual and/or potentially fraudulent activity by a finance assistance administrator, vehicle dealer, purchaser, or lessee, it must notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

## **P. INTELLECTUAL PROPERTY**

Any webpage(s), software, databases, pilot project data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing the Financing Assistance Pilot Project are the property of CARB. Should a different grantee be selected to manage the Financing Assistance Pilot Project in subsequent funding years, it will be the Grantee's responsibility to turn over this property and information to CARB and the new grantee and provide all reasonable and necessary assistance needed to ensure a smooth transfer. It is CARB's intention that financing assistance access and redemption be seamless to vehicle purchasers and lessees as Financing Assistance Pilot Project transfers to each new fiscal year.

SAMPLE

## GENERAL GRANT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement will be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Availability of Funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State must have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative must have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
7. **Confidentiality:** No record which has been designated as confidential by CARB, or is the subject of a pending application of confidentiality, may be disclosed by the Grantee.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

The Grantee may have no interest, and must not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant.

The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the grant term.

- 9. Disputes:** The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff must be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 10. Environmental justice:** In the performance of this Grant Agreement, the Grantee must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 11. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to track grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 12. Force majeure:** Neither CARB or the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- 13. Governing law and venue:** This Grant is governed by and must be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the

Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

- 14. Grantee's responsibility for work:** The Grantee must be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 15. Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- 16. Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, must act in an independent capacity and not as officers, employees or agents of CARB.
- 17. Nondiscrimination:** During the performance of this Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.



- 18. No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 19. Ownership:** All information, data, documents, intellectual property including but not limited to webpages received or generated by the Grantee under this Grant is the property of CARB. No information, data, documents, intellectual property received or generated under this Grant must be released without CARB's approval.
- 20. Personally Identifiable Information (PII):** Information or data, including but not limited to all financing assistance records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
- 21. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee must monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 22. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 23. 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.
- 24. Termination:** In addition to the termination provisions in Section E (4) of this Grant Agreement, CARB may terminate this Grant Agreement by written notice at any time prior to completion of this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement. Upon termination, the Grantee must immediately return funds to CARB.
- 25. Timeliness:** Time is of the essence in this Grant Agreement. Grantee must proceed with and complete the Project in an expeditious manner.

**26. 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 must not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

SAMPLE

WORK STATEMENT

Attachment I – Budget Summary

Grantee:

Grant No.:

Project: Financing Assistance Pilot Project

Total Funding	
Funding Source	Amount
<b>Total Project</b>	

WORK STATEMENT

Attachment II – Estimated Project Milestones and Disbursement Schedule

Grantee:

Grant No.:

Project: Financing Assistance Pilot Project

#	Milestone	Project Schedule (Tasks from Application)	Start Date	End Date	Disburse ment Amount (Up to)
1	Execute Grant Agreement	Kick-off meeting	X/XX/XX	X/XX/XX	\$ 0
2	Milestone	Task	X/XX/XX	X/XX/XX	\$ XXX
		Task	X/XX/XX	X/XX/XX	
		Task	X/XX/XX	X/XX/XX	
		Task	X/XX/XX	X/XX/XX	
3	Milestone	Task	X/XX/XX	X/XX/XX	\$ XXX
		Task	X/XX/XX	X/XX/XX	
		Task	X/XX/XX	X/XX/XX	
4	Milestone	Task	X/XX/XX	X/XX/XX	\$ XXX

WORK STATEMENT

Attachment III – Key Project Personnel

Grantee:

Grant No.:

Project: Financing Assistance Pilot Project

Name	Position	Duties

**SOLICITATION**

**EXHIBIT D**

**APPLICATION PACKAGE**

**EXHIBIT E**

**SAMPLE CONSUMER SURVEY**

1. On a scale of 1 to 10, with 1 being very unsatisfied and 10 being very satisfied, how satisfied are you with the vehicle you chose?
2. On a scale of 1 to 10, with 1 being very unsatisfied and 10 being very satisfied, how satisfied are you with the finance assistance process to purchase your vehicle?
3. On a scale of 1 to 10, with 1 being very unsatisfied and 10 being very satisfied, how satisfied are you with the terms of your loan?
4. Do you expect to be able to keep up with your loan payments?
5. What, if anything, about your loan worries you?
6. Has the vehicle you purchased or leased changed your employment opportunities or your plans for your future?
7. How much more or how much less is your income now that you have a newer vehicle?
8. How much have you spent in repairs on the vehicle?
9. How much do you spend on gas for your vehicle each month?
10. Date of vehicle purchase or lease and number of miles at the time of purchase or lease?
11. Date of recording mileage and miles driven since vehicle purchase or lease?
12. On average, how many miles do you drive in a month?
13. Approximately how many miles have you driven this year?
14. What, if anything, about your new vehicle worries you?
15. What, if anything, do you like/enjoy about your vehicle?
16. Would you be willing to answer some follow up questions in a few months to help us continue to improve the replacement program?

(Optional) Name:

Date:

Contact number:

Please return to:



**EXHIBIT G**

**BUDGET**