

APPENDIX B

DRAFT 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 sections J. Oversight and Accountability, K. Project Records, and N. General Provisions.

Clean Mobility in Schools Pilot Project

Fiscal Year 2018-19

Mobile Source Control Division
California Air Resources Board
August 23, 2019



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GRANT PROVISIONS

A. AGREEMENT

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to _____ (hereinafter referred to as Grantee).

The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Year (FY) 2018-19 Grant Solicitation for the Clean Mobility in Schools Pilot Project (Exhibit C) and Grantee Application Package (Exhibit D).

B. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for the Clean Mobility in Schools Pilot Project, as outlined in the California Climate Investments Messaging and Communications Guide¹. Below are specific requirements for acknowledgement.

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 <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

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



Grantee agrees to acknowledge CARB as a funding source for the Clean Mobility in _____

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

Schools 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 the 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 Clean Mobility in Schools Pilot Project as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate the Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Investment projects, 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

Project Title: Clean Mobility in Schools Pilot Project

Authorized Official:

Title:

Total Grant Amount: \$

Total Match and In-Kind: \$

D. GRANT PARTIES AND CONTACT INFORMATION

1. The CARB Project Liaison is Heather Choi. Correspondence regarding this project shall be directed to:

Heather Choi
Mobile Source Control Division
California Air Resources Board
1001 I Street
Sacramento, California 95814
Phone: (916) 322-3893
Email: Heather.Choi@arb.ca.gov

2. The Grantee Liaison is____. Correspondence regarding this project shall be directed to:

Grantee Liaison Name:
Title:
Address:
Phone:
Email:

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

E. TIME PERIOD

- i. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
- ii. Upon completion of the project, the Grantee shall submit a draft final report to CARB Project Liaison no later than **February 28, 2022**.
- iii. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2022**.
- iv. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section G.7, Termination and Suspension of Payments, of this Grant Agreement shall apply.

F. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Clean Mobility in Schools Pilot Project.

All vehicles in the project that will be operated on California roadways must be compliant with all applicable State requirements, including, but not limited to: applicable CARB engine or vehicle approval or certification, Department of Motor Vehicles licensing, and California Highway Patrol (CHP) safety certification for school buses. New vehicles must also have a manufacturer's certification showing that the vehicle model complies with all applicable federal safety standards for new motor vehicles and new motor vehicle equipment issued by the National Highway Traffic Safety Administration.²

1. The California Air Resources Board's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving project outreach and education elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, quarterly reports, and final report
- d. Reviewing and approving data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

2. The Grantee's Tasks

At a minimum, program duties and requirements include, but are not limited to, the following tasks:

- a. Grantee's key project personnel will participate in meetings with CARB staff. Grantee may be asked to schedule additional meetings at the sole discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.
 - i. Initial Project Kick-Off Meeting: The Grantee's key project personnel, in

² The Federal Motor Vehicle Safety Standards are found in Title 49 of the Code of Federal Regulations (CFR) Part 571.

collaboration with CARB's Project Liaison, will plan, conduct, and attend in-person an initial meeting with CARB staff following execution of the grant agreement. Topic for discussion may include, but not be limited to, the following:

1. Project tasks, timelines, and milestones
 2. Project design and outreach and education activities
 3. Content and format for quarterly reports and final reports
 4. Schedule for ongoing coordination meetings
 5. Participant surveys and reporting
 6. Other items as necessary
- ii. Ongoing Project Coordination: Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status held at least quarterly. A final meeting, or conference call pending CARB Project Liaison approval held at the conclusion of the project. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:
1. Agenda for the meeting with conference call information
 2. Discussion of project activities, deliverables, schedule, and milestones
 3. Discussion of any difficulties encountered since the last project update
 4. Concerns or questions requiring resolution from CARB
 5. Notification of any pending disbursement requests
 6. Scheduling the next project coordination meeting
- iii. Respond to CARB and public requests in a timely manner
- b. Prepare and disseminate outreach and educational materials in consultation with CARB, to provide education on technical aspects and environmental benefits on the chosen Clean Mobility in Schools Pilot Project elements.

Conduct public education classes, forums, and outreach events for target audiences (e.g., students, parents, other community members, faculty, and staff). The Grantee shall clearly identify an outreach plan that contains, at a minimum:

- i. Approach to outreach and education, geographic scope of outreach and education, and identifying target audiences
- ii. A strategy to engage, build partnerships with, and garner support of community-based organizations and other groups that are representative of the target audiences, and those connected to a network of similar programs
- iii. A strategy to promote adoption of advanced technology vehicles, clean mobility options, vehicle miles traveled (VMT) reduction strategies, and other emissions reductions strategies for all target audiences
- iv. A strategy to help outreach efforts engage multiple constituencies in the target audiences, such as individuals and families who face unique obstacles to access transportation, through activities relevant to the community being served, and through the use of language-specific and culturally-appropriate outreach and education materials
- v. A strategy for providing training and education to the relevant target audiences on the use of zero-emission vehicles included in the project elements (e.g., car share vehicles for faculty and staff; bicycles for faculty, staff, and students; school fleet vehicles for faculty, staff, coaches, district personnel; lawn and garden equipment for maintenance and operations personnel; school buses for school bus drivers)
- vi. The types of outreach planned (e.g., printed materials, web-based, social media, public meetings, booth/table at community/school events, ride-and-drive events, press releases)
 1. Outreach materials, such as fact sheets, infographics, and other multimedia tools, such as videos, readily accessible on the school's/school district's website
 2. Estimated number and dates of events, coordination with partner agencies, and level of staffing efforts
- vii. A strategy to coordinate, leverage, and complement existing outreach and education efforts already underway to incorporate CARB's Low Carbon Transportation Investment Projects, such as the Enhanced Fleet

Modernization Program,³ the Clean Cars 4 All Program,⁴ the Clean Vehicle Rebate Project (CVRP),⁵ and other related statewide efforts, such as California's Environmental Principles and Concepts,⁶ and the Active Transportation Resource Center.⁷

- c. Develop Policies and Procedures Manuals. Such documents and process flow charts should describe Grantee's administrative actions for evaluating and processing project participants, vehicle maintenance for all project vehicles, and data gathering and reporting for all aspects of these project elements. Examples include, but are not limited to:
- i. Organizational charts
 - ii. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
 1. Outreach and education
 2. Participant information, enrollment, and tracking
 3. Vehicle reservations, tracking, and maintenance
 4. Data collection and reporting
 - iii. Develop and maintain accounting procedures to track expenditures by:
 1. Grant Agreement number
 2. Fiscal year
 3. Funding source
 - iv. Provisions to protect against conflict of interest
 - v. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred
 - vi. Provisions to protect personally identifiable information

³ Enhanced Fleet Modernization Program <https://ww2.arb.ca.gov/our-work/programs/enhanced-fleet-modernization-program-efmp>

⁴ Clean Cars 4 All Program <https://ww2.arb.ca.gov/our-work/programs/clean-cars-4-all>

⁵ Clean Vehicle Rebate Program <https://cleanvehiclerebate.org/eng/eligible-vehicles>

⁶ Environmental Principles and Concepts <https://www.californiaeei.org/curriculum/whatastaught/epc/>

⁷ California Department of Transportation's ATRC <http://caatpresources.org/index.cfm?pid=1420>

- d. Establish and maintain records including, but not limited to, participants, vehicles, Electric Vehicle Supply Equipment (EVSE), fuel, and maintenance as follows:
 - i. Identify participant data that are confidential and develop measures to keep these data confidential. For example, residential/home addresses must be kept confidential.
 - ii. Record the physical address and census tracts of each location project vehicles are domiciled and each location EVSE is installed.
 - iii. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.
 - iv. Develop and enforce security measures to safeguard project database(s).
 - v. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
 - vi. Retain files during the term of the Grant Agreement plus three years after grant term expires.
 - vii. Transfer all project records to CARB once the three years are up.
- e. Fulfill any needed CEQA requirements
- f. Reporting and assessments throughout the project on participant and project metrics, Status Reports, and end-of-project Final Report(s), as follows:
 - i. Grantee will develop plans for the collection of data, and carry out those plans using appropriate metrics and/or tools to collect transportation mode shift from teachers, staff, and students on how they got to and from school before and after the project's implementation. CARB will coordinate with Grantee to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, participant metrics should be collected prior to launch of a new project element, midway through a project element, and at the end for Final Report reporting.
 - ii. For all project elements, track and report metrics, such as, but not limited to information regarding if the equipment is benefitting a disadvantaged community, GHG emissions reductions, and project co-benefits according to the CCI co-benefit assessment methodologies. The Grantee must track and report at least quarterly. The Grantee will utilize the CCI quantification materials located on the CCI Quantification, Benefits, and Reporting

Materials webpage.⁸ A quantification tool will be provided by CARB specifically for the Clean Mobility in Schools Pilot Project.

- iii. Status Reports: The Grantee must submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis if necessary to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain the following information, at a minimum, in either Microsoft Word or PDF, as a single electronic file:
1. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
 2. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
 3. Statement of work expected to be completed by the next progress report
 4. Notification of problems encountered and an assessment of their effects on the project's outcome
 5. Data collected from vehicles, equipment and facilities since the last data reporting
 6. Schedule of community outreach and education conducted, materials used, number of people contacted, and number of participants, where applicable
 7. Accounting records, including expenditure and income information and supporting documentation
 8. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation
 9. Discussion of the project's adherence to the project timeline
 10. Other data and analysis as mutually agreed upon between Grantee and CARB

⁸ CCI Quantification, Benefits, and Reporting Materials

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>

- iv. Final Report(s): The Grantee will provide a Draft Final Report within 90 days of project completion or by February 28, 2022, whichever comes first. Final reports will contain the following information (at a minimum):
 - 1. Expenditures in detail to date and for the period between the last quarterly report and the Final Report
 - 2. Overview of the project from inception through project end, including project background, partnerships, and funding sources
 - 3. Table and narrative of Project Milestones
 - 4. Assessments of behavior change and participant evaluations such as, results of any pre- and post-surveys conducted
 - 5. Changes in participant knowledge of and acceptance of clean mobility options and project elements
 - 6. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable
 - 7. Estimated GHG and co-pollutant emissions reductions achieved
 - 8. Other co-benefits to the identified disadvantaged community(ies) as mutually agreed upon between Grantee and CARB
 - 9. Accounting records, including expenditure and income information, and supporting documentation
 - 10. Best practices and lessons learned including suggestions for future project considerations for wider scale implementation at other school districts
 - 11. Other data and analysis as mutually agreed upon between Grantee and CARB
- g. If applicable, develop policies and processes to evaluate and enroll potential car share vehicle drivers, bicycle share participants, vanpool riders, and voucher recipients, as follows:
 - i. If applicable, enroll vehicle drivers and ensure they meet the requirements listed below:
 - 1. Possess a current California Class C Driver's license
 - 2. Meet minimum requirements to drive a project vehicle as required by

- Grantee and the insurance provider, to be developed in conjunction with CARB
3. Complete trip surveys and participate in research as requested by Grantee
 4. Pay project fees to use the car sharing system, if required by Grantee
- ii. If applicable, enroll bicyclists and ensure they meet the requirements listed below:
1. Satisfactorily complete a bicycle safety training program (must be approved by CARB)
 2. Complete trip surveys and participate in research as requested by Grantee
 3. Pay project fees to use the bicycle sharing system, if required by Grantee
- iii. If applicable, enroll transit/carpool/vanpool riders (non-driver participants) and voucher recipients:
1. Complete trip surveys and participate in research as requested by Grantee
 2. Pay project fees to participate in the vanpool or receive vouchers, as required by Grantee
- iv. Participants become ineligible upon any of the following events:
1. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance
 2. Vehicle driver's license lapses or is revoked
 3. Vehicle driver or bicycle rider is determined to be an unsafe or impaired driver by the Grantee
 4. Participant causes damage to a vehicle, bicycle, EVSE, or other project property; ineligibility is at the discretion of Grantee or CARB
 5. Nonpayment of project fees to use the car sharing system or to participate in the project, as required by the Grantee
 6. Noncompliance with project requirements; ineligibility is at the discretion of Grantee or CARB

Depending on the Grantee's application, project designs may include a combination of any or all of the project elements described in tasks (h) through (q) below:

- h. The purchase or lease of eligible light-duty passenger vehicles, or medium-duty passenger or shuttle vans. These vehicles primarily include battery electric vehicles (BEV), fuel cell electric vehicles, and plug-in hybrid electric vehicles (PHEV). Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet during project implementation are subject to prior approval by CARB. Additional vehicle requirements:
 - i. Vehicles may be purchased or leased (2-year minimum lease period).
 - ii. If purchased, vehicles must be new, with the exception of those service vehicles/vans that are on the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP) eligibility list that are hybrid conversions.
 - iii. New vehicles must be eligible for CVRP or HVIP at the time of purchase.
 - iv. Vehicles must be registered in California.
 - v. No modifications can be made to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).
 - vi. Vehicle title cannot be salvaged (as defined in CVC section 544).
 - vii. Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
 - viii. The eligible vehicle is under warranty with the manufacturer, conversion company, or integrator for the duration of the pilot project.
- i. The purchase or lease of eligible multi-purpose motorized utility vehicles. Additional vehicle requirements:
 - i. Vehicles may be purchased or leased (2-year minimum lease period).
 - ii. Vehicles must be zero-emissions vehicles.
 - iii. Purchased vehicles must be new.
 - iv. The eligible vehicle is under warranty with the manufacturer for the duration of the pilot project.

- j. The purchase of eligible zero-emission school buses. Vehicles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet during project implementation are subject to prior approval by CARB. Additional vehicle requirements:
 - i. Vehicles may be purchased or leased (2-year minimum lease period).
 - ii. Purchased vehicles must be new.
 - iii. Vehicles must be eligible for HVIP (though Low-NOx engine technology types are not eligible) at the time of purchase.
 - iv. Vehicles must be registered in California.
 - v. No modifications can be made to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (CVC Section 27156).
 - vi. Must meet CHP certification.
 - vii. Vehicles must have data collection devices installed or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- k. The purchase and installation of EVSE to provide electricity for BEVs and PHEVs, as applicable, are eligible expenses. Applicants are encouraged to pursue other funding sources for any charging/fueling stations needed, or develop partnerships with existing providers. Additional options and requirements:
 - i. May be installed in commercially or residentially zoned locations
 - ii. May include ports for bicycle charging/fueling if the project design includes motorized bicycles
 - iii. May be Level 2 (rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW)
 - iv. May be Level 3 (high voltage AC or DC with the capability to charge a vehicle to approximately 80 percent capacity within 30 minutes)
 - v. Must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure
- l. The installation of hydrogen refueling stations to provide fuel for project vehicles. Additional options and requirements:

- i. Must adhere to the minimum technical requirements and renewable hydrogen requirements specified in Appendix F and the CEQA and permitting requirements described in Appendix E of the Solicitation
 - ii. Must comply with all applicable federal, state, and local laws and requirements for acceptable installation and usage of hydrogen refueling stations
 - iii. Must be designed to allow the station to accept delivery of hydrogen fuel from a mobile refueler or hydrogen tube trailer if on-site hydrogen production goes off-line or if hydrogen delivered via a pipeline is disrupted
 - iv. Public or private access to refueling from proposed refueling stations is not required
- m. Purchase non-electric bicycles or electric bicycles (Class 1 or Class 2 per California Assembly Bill 1096)⁹ and supporting equipment for a bicycle sharing system. Bicycles funded by this grant comprise a fleet that must be maintained throughout the term of the grant agreement. Changes to the fleet after grant execution may be made subject to prior approval by CARB. Additional options and requirements:
- i. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles.
 - ii. Purchase bicycle locking stations.
 - iii. Purchase bicycle helmets for mandatory use of bicycle users.
 - iv. Purchase bicycle safety courses.
 - v. Purchase and install bicycle mileage tracking devices or tools.
 - vi. Must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging/fueling infrastructure or repairs/maintenance of the bicycles
 - vii. Must be registered with local jurisdiction, where available
- n. Purchase zero-emission lawn and garden equipment and supporting equipment. Equipment funded by this grant must be maintained throughout the term of the grant agreement. Changes to the equipment after grant

⁹ AB 1096, California electric bicycles
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1096

execution may be made subject to prior approval by CARB. Additional requirements:

- i. Purchase and install charging/fueling equipment and backup batteries to provide power for equipment. More than one set of charging/fueling equipment or batteries may be purchased for each piece of lawn and garden equipment.
 - ii. Equipment must be purchased from a manufacturer-authorized retailer or dealer, including hardware and home improvement stores, either brick-and-mortar or online.
 - iii. Equipment must be new, not used, previously-owned, or factory-reconditioned.
 - iv. Hand-held lawn and garden equipment (including walk-behind mowers) must have a minimum of two years' manufacturer warranty. Riding mowers must have a minimum of five years' manufacturer warranty.
 - v. Must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the lawn and garden and charging/fueling equipment
- o. Active modes of transportation infrastructure, implementation, and educational tasks. Additional options:
- i. Costs to engage the services of a consultant (either non-profit or for-profit) to support an active transportation project
 - ii. Staff training, if necessary, should be limited to the specific area of training needed. Training should utilize available active transportation courses/materials, as applicable.
 - iii. Walking and bicycling equipment such as helmets, repair tools, barriers/fences for safe bicycle/pedestrian traffic flow
- p. Additional project elements can be added and must show each task will:
- i. Meet applicable State laws
 - ii. Demonstrate or achieve GHG emissions reductions
 - iii. Must be related to a transportation activity such as reduced idling or vehicle miles traveled
 - iv. Address a community or school transportation need

- v. Meet CARB goals for the Clean Mobility in Schools Pilot Project
- q. Meeting applicable requirements of statutes, applicable State law, the FY 2018-19 Funding Plan, the FY 2018-19 Clean Mobility in Schools Pilot Project Grant Solicitation, and this grant agreement with Grantee. The FY 2018-19 Funding Plan for Clean Transportation Incentives is available at: <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>.

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is \$XX. 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 for this program is shown in Exhibit B, Attachment I. Grant Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.
- c. 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 the Clean Mobility in Schools Pilot Project.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated under this program. However, shifts of up to ten percent of the grant total may be made over the life of the grant subject to prior written approval from CARB. Line item shifts greater than ten percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. In the event of nonperformance or Grant Agreement termination, CARB shall require full recovery of the unspent funds by transfer from the Grantee's accounts. The Grantee must provide fund transfer information within 45 calendar days upon receipt of notification from CARB.

2. Pilot Project Eligible Costs

Draft allowable expenditures for costs associated with the grant are defined below and subject to change pending the selected grantee's application and work plan.

a. Project Implementation Costs:

- i. Preparation of materials for and conduct of community outreach and education, including travel, printing, mailing, education classes, and other expenses directly attributed to outreach and education for the pilot project elements
- ii. Bicycle safety course costs
- iii. Vehicle, driver, passenger, and facilities insurance costs
- iv. Bicycle, rider, and facilities insurance costs
- v. External consultant fees
- vi. Indirect costs are costs which are not tied directly or solely to the project such as general administrative services; non-project related contracts or subscriptions; rent and office space, phones and telephone services, printing, mailing services not associated with staff working on the project; or any other costs that are not directly and fully incurred to support the grant project. In no event shall indirect costs exceed five percent of the total project amount.

b. Technology Costs:

- i. Vehicle purchase or lease costs
- ii. Charging/fueling equipment purchase and installation costs
- iii. Vehicle, charging/fueling equipment, and bicycle maintenance costs
- iv. Bicycle purchase costs
- v. Bicycle and locking station purchase and installation costs
- vi. Helmets for bicycle sharing participants
- vii. Lawn and garden equipment costs
- viii. Infrastructure improvement costs

3. Grantee Match Funding

Match funding from the Grantee, if applicable, can be used to increase the number

of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Match funding must meet the following criteria:

- a. Funding from other California Climate Investments may not be counted as match from the Grantee
- b. The combination of Clean Mobility in Schools Pilot Project and match funding may not exceed a piece of equipment's purchase price
- c. Match funding must meet the same requirements applicable to Clean Mobility in Schools Pilot Project funding
- d. Pieces of equipment, purchased wholly or in part with match funding, must meet the same requirements as pieces of equipment funded with Clean Mobility in Schools Pilot Project funding
- e. Documentation of match funding must be retained for a minimum of three years after the grant term has ended
- f. Funds expended on match contributions must be documented in the Clean Mobility in Schools Pilot Project Final Report to CARB

4. In-Kind Contributions

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

5. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB is in the process of promulgating additional Advance Payment regulations. Grantee agrees that this agreement may be reopened and modified to comply with those regulations once finalized, as appropriate.

Recognizing that appropriate safeguards are needed to ensure grant monies are

used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment
 - vi. Reports to CARB any material changes to the spending plan within 30 days
 - vii. Agrees to not provide advance payment to any other entity
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form

- shall be provided by CARB to the Grantee after the grant execution.
- g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
 - h. The grantee assumes legal and financial risk of the advance payment.
 - i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
 - j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this grant agreement.
 - k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion date of the appropriation.

6. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this grant agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form, milestones stipulated in Exhibit B, Attachment II, the requirements specified herein, including Section F, Section G, Section H and Section I of this grant agreement have been accomplished, documentation of accomplishment has been provided to CARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, Section G, Section H and Section I of this grant agreement). A payment will not be made if the CARB

Project Liaison deems that a milestone has not been accomplished or documented, that a deliverable meeting specifications has not been provided, that claimed expenses are not documented, not valid per the budget, or not reasonable, that the Grantee has not met other terms of the grant.

- c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.4, Advanced Pay) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.6, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the Grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
 - d. The 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 the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the grant agreement.
 - e. The Grantee shall mail completed and signed Grant Disbursement Requests to the CARB Project Liaison.
 - f. CARB will withhold payment of up to 10 percent of the grant funds until completion of the Final Report and intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
 - g. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
 - h. The Grantee will pay out CARB funds to other sub-grantees or subcontractors on a reimbursement basis only.
7. Suspension of Payments and Grant Termination
- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the

- dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
- b. CARB reserves the right to terminate this Grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form, Status Report, and all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total Grant amount.
 - c. Upon termination, grants funds must be returned to CARB within 45 days.

8. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant in a manner consistent with direction provided in the FY 2018-19 Funding Plan for Clean Mobility in Schools Pilot Project for Disadvantaged Communities.¹⁰

9. Documentation of Administration Funds

- a. 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 Clean Mobility in Schools Pilot Project implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee

¹⁰ Funding Plan for FY 2018-19 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

Application Package (Exhibit D) are considered pre-approved by CARB.

- c. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts and/or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The California Department of Human Resources (CalHR) travel and per diem reimbursement amounts may be found online at <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final Clean Mobility in Schools Pilot Project grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in Status Reports and a Final Report.

10. Earned Interest

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

- a. Interest earned by the Grantee on Clean Mobility in Schools Pilot Project funds must be reported to CARB. All interest income on Clean Mobility in Schools Pilot Project funds, must be expended on eligible program costs (See Section G of this grant agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into Clean Mobility in Schools Pilot Project or returned.
- b. All interest income on advance payment must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g. general ledger) that

track interest earned and expended on Clean Mobility in Schools 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-Clean Mobility in Schools Pilot Project funds.
 - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
 - iv. Earned interest must be fully expended by March 31, 2022 or returned to CARB.
- d. Documentation of interest earned on Clean Mobility in Schools Pilot Project funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on the Clean Mobility in Schools Pilot Project must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

H. PROJECT MONITORING AND MEETINGS

1. Meetings

- a. Initial meeting: A meeting will be held between key program personnel and CARB Project Liaison before work on the program begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the program schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making, frequency and process for ongoing project team coordination.
- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation (scope of work is finalized, task dates are finalized, etc.). After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at a minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by CARB Project Liaison. The Grantee is responsible for developing the agenda in

collaboration with CARB Project Liaison, and for facilitating the meetings.

- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

2. Technical Monitoring

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

I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS

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

1. Status Reports

- a. The Grantee shall submit Status Reports at a minimum of three-month intervals. The Status Reports shall 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 Status Report provides a mechanism for the Grantee to justify a need for additional grant disbursements from CARB. The Status Reports must include the components detailed in the Scope of Work.

- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II.
- d. If the tasks outlined in this grant agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- b. The Grantee must provide a Final Report to CARB after all Clean Mobility in Schools Pilot Project Funding has been expended. The Final Report must be submitted within 90 days of program completion or by March 31, 2022, whichever comes first. A draft Final Report is due to CARB by February 28, 2022.
- c. The Final Report must include, at a minimum:
 - i. Total fund expenditure documentation
 - ii. Excel spreadsheet of projects
 - iii. Summary report of the project for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports - see Status Report)
 - iv. Overview of the program from inception through program end, including program background, partnerships, and funding sources
 - v. Implementation challenges and recommendations for potential program improvements
 - vi. Outreach and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
 - vii. Earned interest, if any, and how they were expended or returned to CARB

J. OVERSIGHT AND ACCOUNTABILITY

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in the Clean Mobility in Schools Pilot Project due to non-compliance with program requirements.
3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associated with the project, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

K. PROJECT RECORDS

As further described below, program records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N (4) of this grant agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

1. Grantee Record

The Grantee shall retain a Clean Mobility in Schools Pilot Project file containing:

- a. Original executed copy of the Clean Mobility in Schools Pilot Project Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Policies and Procedures Manual
- c. Copies of Grant Disbursement Request Forms and attachments
- d. Copies of Status Reports
- e. Documentation of earned interest generation and expenditure (see Section G for more information)

2. Financial Records

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

- a. Establish an official file for the Clean Mobility in Schools Pilot Project, which shall adequately document all significant actions relative to the program

- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Clean Mobility in Schools Pilot Project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the Clean Mobility in Schools Pilot Project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs of the Clean Mobility in Schools Pilot Project, including indirect costs

3. Project Participant Records

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

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

L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing the Clean Mobility in Schools Pilot Project, are the property of CARB.

M. CONFIDENTIALITY AND DATA SECURITY

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this grant agreement may be deemed confidential by the State. Therefore:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. 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.

3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data, or application records.
4. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
6. The Grantee must ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
12. The Grantee must not use, without CARB written approval, any CARB materials

for any purpose other than performing the agreed upon services.

13. At the conclusion of the engagement or upon termination of this grant agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this grant to CARB immediately.
15. The Grantee must provide CARB all pass phrases/passwords used for private keys to encrypt data used, produced or acquired in the course of performing duties under this Grant Agreement.
16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to security incident resulting from the grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
19. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to public records act requests.

N. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this grant agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties.

2. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in a formal written amendment.
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 shall 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 shall 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 three (3) 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. **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 shall 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.
7. **Disadvantaged communities:** The Grantee, for the purposes of this program, will designate disadvantaged communities, as identified by CalEnviroScreen 3.0. The identified disadvantaged community census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>.
8. **Disputes:** The Grantee shall 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 Project Liaison shall be subject to resolution by the CARB Executive Officer, or designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

9. **Environmental justice:** In the performance of this grant agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of 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.
11. **Force majeure:** Neither CARB nor the Grantee shall 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.
12. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this grant agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this grant agreement.
13. **Grantee's responsibility for work:** The Grantee shall 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 shall 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. The Grantee will pay out CARB funds to other entities on a reimbursement basis only.

14. **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.
15. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this grant agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
16. **Non-discrimination clause:** During the performance of this grant agreement, Grantee and its subcontractors, if any, 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. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. 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. 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. Grantee shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
17. **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.
18. **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 shall be released without CARB's approval.
19. **Personally Identifiable Information:** Information or data, including but not limited to all 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 project records.

20. **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 shall 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.
21. **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.
22. **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.
23. **Termination:** In addition to the termination provisions in Section G 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. CARB also reserves the right to terminate this grant upon 30 days written notice to Grantee if CARB determines that the project has not progressed satisfactorily during the previous three months and Grantee and CARB have been unable to agree on modifications. Upon termination, the Grantee must return unused grant funds to CARB within 45 calendar days.
24. **Timeliness:** Time is of the essence in this grant agreement. Grantee shall proceed with and complete the project in an expeditious manner.
25. **Waiver of rights:** Any waiver of rights with respect to a default or other matter arising under the grant agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this grant agreement are in addition to any other rights and remedies provided by law.

O. INSURANCE REQUIREMENTS

The Grantee must comply with all requirements outlined in the General Provisions and

Insurance Requirements outlined below. No payments will be made under the grant until Grantee fully complies with all insurance requirements.

1. General Provisions Applying to All Policies:

- a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least ten days prior to the expiration of the 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 Grantee agrees no work or services will be performed prior to obtaining such approval. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the grant upon the occurrence of such event, subject to the provisions of the grant.
- c. Premiums, Assessments and Deductibles – 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 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 Grantee’s obligations under the grant.
- h. Satisfying a self-insured retention (SIR) - All insurance required by the contract must allow the State to pay and/or act as the contractor’s agent in satisfying any (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.

- i. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
 - j. Use of Subcontractor - In the case of Grantee's utilization of Subcontractors to complete the grant scope of work, Grantee shall include all Subcontractors as insured's under Grantee's insurance or supply evidence of Subcontractor's insurance to the State equal to policies, coverages, and limits required of Grantee.
2. Grant Insurance Requirements – Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:
- a. Commercial General Liability – Grantee shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$4,000,000 annual policy aggregate if the project includes an electric bicycle (e-bike) component. If the project does not include an e-bike component, 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 & advertising injury, and liability assumed under an insured contract or grant. If the project includes an e-bike component, the policy shall also include coverage for the use and ownership of class 1 and class 2 electric bicycles as defined by Assembly Bill (AB) 1096 (Chiu, Chapter 568, Statutes of 2015). 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 – Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any and all motor vehicles owned, hired or non-owned. “Any Auto” symbol 1 is required.
 - c. Workers Compensation and Employers Liability – Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer's liability limits of \$1,000,000 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to

maritime employees. By signing the contract, Contractor acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

WORK STATEMENT
Attachment I – Budget Summary

Grantee:

Project:

Grant No.:

Total Costs and Funding	
Project Implementation and Technology Costs	
Indirect Costs	
Total Grant Funds	
Cash Match	
In-kind	
Total Project	

Attachment II – Project Milestones and Disbursement Schedule:

Sample Only

Task #	Description	Start Date	Completion Date	Cash Match Funds	In-Kind Funds	Grant Funding Amount
1.1	Conduct Kick-Off Meeting		2/20/2020	\$	\$2,500	\$
1.2	Finalize Work Plan	2/20/2020	3/20/2020	\$	\$0	\$4,000
1.3	Finalize Outreach Plan	2/20/2020	3/20/2020	\$	\$0	\$4,000
2.1	Finalize Vehicle Acquisition Plan	3/21/2020	4/15/2020	\$	\$	\$4,000
2.2	Submit Purchase Orders for New Vehicles			\$	\$0	\$1,500
1.6.1	Submit Status Report			\$	\$0	\$1,500
Subtotals				\$0	\$2,500	\$20,000
Disbursement Request #1			5/20/2020	Disbursement Amount \$20,000.00		
3.1	Finalize Infrastructure Installation Plan		5/20/2020	\$	\$5,000	\$5,000
3.2	Develop Participant Training Materials	5/30/2020	6/30/2020	\$	\$	\$4,000
3.3	Conduct Training Sessions	6/30/2020	7/15/2020	\$	\$1,500	\$4,000
4.1	Finalize Bicycle Acquisition Plan	5/21/2020	6/15/2020	\$	\$	\$4,000
1.6.2	Submit Status Report			\$	\$	\$1,500
Subtotals				\$	\$6,500	\$
Disbursement Request #2			8/20/2020	Disbursement Amount \$35,000.00		

Attachment III – Key Project Personnel

Grantee:

Grant No.:

Project: Clean Mobility in Schools Pilot Project

Name	Position	Duties

SAMPLE

Grantee Application Package (insert here)

SAMPLE

Grant Application Package (insert here)

SAMPLE