

# APPENDIX I: DRAFT SAMPLE GRANT AGREEMENT

An actual Grant Agreement will align with a project's implementation plan, schedule, budget, and other details. Note, however, that much of the language in a Grant Agreement is not subject to change and not negotiable, including but not limited to the language in sections J. Oversight and Accountability, K. Project Records, and N. General Provisions.

EXHIBIT A

## 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 the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Grantee Proposal Package (Exhibit C) and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

### B. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.

The 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" program.' Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas

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

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.



The Grantee agrees to acknowledge CARB as a funding source for STEP 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 STEP as one of CARB's Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB's suite of Low Carbon Transportation 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: STEP  
Authorized Official:  
Title:

Total Grant Amount: \$  
Total Resource Contribution: \$

#### D. GRANT PARTIES AND CONTACT INFORMATION

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

Bree Swenson  
Sustainable Transportation and Communities Division  
California Air Resources Board  
1001 I Street  
Sacramento, California 95814  
Phone: (916) 440-8284  
Email: [Breanna.Swenson@arb.ca.gov](mailto:Breanna.Swenson@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

1. 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.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **January 31, 2025**.
3. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2025**.
4. 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 STEP.

### 1. CARB's Role

CARB is responsible for the following:

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

### 2. The Grantee's Tasks

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

- a. The Grantee's key project personnel will participate in meetings with CARB staff. The 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 collaboration with CARB's Project Liaison, will plan, conduct, and attend an initial meeting with CARB staff following execution of the Grant Agreement. Topics for discussion may include, but not be limited to, the following:
    1. Project tasks, timelines, and milestones
    2. Project design and community engagement, 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, as well as 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 provided prior to the meeting
    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. Responses to CARB and public requests in a timely manner.
  - iv. Coordination with other CARB projects (e.g., One Stop Shop, Clean Mobility Options Voucher Pilot) where appropriate and as requested by CARB.
- b. The Grantee will coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure. This must include:
    - i. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping CARB informed of progress on the project.
    - ii. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
    - iii. Accessible public meetings to share progress and receive feedback on project implementation and design
    - iv. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project

- v. Incentivize participation of all project partners, including Community Partners, appropriately
- c. The Grantee will directly and actively engage community residents during project implementation to ensure that project design and implementation meet the needs of the residents. The Grantee must:
  - i. Use community engagement methods recommended in STEP's Community Inclusion Guidance.
  - ii. Develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.
  - iii. Conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents
  - iv. Focus on engaging hard-to-reach residents whose interests have historically been under-represented
  - v. Incentivize community residents appropriately for their time and expertise during their participation in community engagement activities
- d. The Grantee will conduct outreach and education with community residents to inform their participation in decision-making processes. The Grantee must:
  - i. Use outreach and education methods recommended in STEP's Community Inclusion Guidance
  - ii. Conduct outreach and education activities that meet the needs of the residents, such as translating materials and creating events at times that are convenient to community residents
- e. Develop Policies and Procedures Manuals. Such documents and process flow charts should describe the Grantee's administrative actions for evaluating and processing project participants and data gathering and reporting for all aspects of the project. 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. Community engagement, outreach, and education
    - 2. Participant information
    - 3. 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
- f. Establish and maintain records on, but not limited to, participants and events as follows:
  - i. Identify participant data that are confidential and develop measures to keep these data confidential. For example, residential addresses must be kept confidential.
  - ii. Record the physical address and census tracts of each event location.
  - 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 the grant term expires.
  - vii. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.
- g. The Grantee will report on and assess progress throughout project implementation via participant and project metrics, Status Reports, and the Final Report, as follows:
  - i. The Grantee will develop plans for the collection of data and carry out those plans using appropriate metrics and tools. CARB will coordinate with the 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, midway through a project, and at the end for Final Report reporting.
  - ii. The Grantee will track and report metrics, such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. The Grantee must track and report this data at least quarterly.
  - iii. Participate in third-party research projects as requested by CARB.
  - iv. Status Reports: The Grantee will 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 at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Section I of this Grant Agreement.

- v. Final Report: The Grantee will provide a Draft Final Report within 90 days of project completion or by January 31, 2025, whichever comes first. Final reports will contain at minimum the information outlined in Section I of this Grant Agreement.
- h. The Grantee will implement the project defined in the Grantee's proposal. Any modifications to or additional design of the project will incorporate community decision-making. Project design may include a combination of the elements described in Appendix E of the Grant Solicitation. The project identified in the Grantee's proposal must:
  - i. Meet applicable State laws
  - ii. Meet STEP's objectives, including:
    - 1. Address a community-identified transportation need
    - 2. Support increasing access to key destinations
    - 3. Facilitate or achieve GHG emission reductions
  - iii. Meet all requirements specified in Appendix E of the Grant Solicitation
- i. Meeting applicable requirements of statutes; applicable State law; the FY 2019-20 Funding Plan; the FY 2019-20 STEP Planning and Capacity Building Grant Solicitation; this Grant Agreement; and all Attachments, Exhibits, and Appendices to this Grant Agreement. The FY 2019-20 Funding Plan for Clean Transportation Incentives is available at: <https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf>

## 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 formal 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 STEP.



- 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 10 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 10 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. Funds not liquidated by March 31, 2025 must be returned by **April 15, 2025**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

## 2. Pilot Project Eligible Costs

Draft allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation and subject to change pending the selected Grantee's proposal and work plan.

## 3. Resource Contributions

Resource contributions from the Grantee 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. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the STEP Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

## 4. 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.

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:
  - v. 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
  - vi. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement
  - vii. Submits a spending plan to CARB for review prior to receiving the advance payment
  - viii. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all State grant programs
  - ix. CARB shall consider the available fund balance when determining the amount of the advance payment
  - x. Reports to CARB any material changes to the spending plan within 30 days
  - xi. 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. The Grantee shall place funds advanced under this section in an interest-bearing account. The 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. The 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. The 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.

## 5. 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; has completed 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, G, H and 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; or 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.5, Advance Payment) 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 Sustainable Transportation and Communities 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 Sustainable Transportation and Communities 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, 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.
6. 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 and Status Report, and when 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, grant funds must be returned to CARB within 45 days.

## 7. 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 2019-20 Funding Plan for STEP.<sup>2</sup>

## 8. 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 STEP 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 Proposal Package (Exhibit C) are considered pre-approved by CARB.

<sup>2</sup> Funding Plan for Fiscal Year 2019-20 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- 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 STEP grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in quarterly Status Reports and a Final Report.

## 9. 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 STEP funds must be reported to CARB. All interest income on STEP 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 STEP or returned.
- b. All interest income on advance payment at CARB’s discretion 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 STEP funds, as follows:
  - i. The calculation of interest must be based on 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-STEP 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, 2025 or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on STEP 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 the 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 and 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, task dates, etc.) are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. 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 the 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 the CARB Project Liaison and may require a written Grant Agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment III).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the 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 the 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. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- 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. Each Status Report must include, at minimum:



- i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
  - ii. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
  - iii. Statement of work expected to be completed by the next progress report
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
  - v. Data collected from participants since the last data reporting
  - vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable
  - vii. An evaluation of any community engagement, outreach, and education strategies deployed
  - viii. Accounting records, including expenditure and income information and supporting documentation
  - ix. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation
  - x. Discussion of the project's adherence to the project timeline
  - xi. Other data and analysis as mutually agreed upon between the Grantee and CARB
- a. 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 STEP funding has been expended. The Final Report must be submitted within 90 days of program completion or by March 31, 2025, whichever comes first. A draft Final Report is due to CARB by January 31, 2025.
  - c. The Final Report must include, at a minimum:
    - i. Total expenditures in detail to date and for the period between the last quarterly report and the Final Report
    - ii. Excel spreadsheet of the funded project and project milestones
    - iii. Summary report of the projects 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 project as whole from beginning through the end of the grant term, including project and community background, partnerships, and funding sources
    - v. Analysis of participant evaluations, such as results of any pre- and post-surveys conducted
    - vi. Changes in participant knowledge of and acceptance of clean transportation options
    - vii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
    - viii. Co-benefits provided by the project as mutually agreed upon between the Grantee and CARB
    - ix. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
    - x. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities
    - xi. Implementation challenges and recommendations for potential program improvements

- xii. Other data and analysis as mutually agreed upon between the Grantee and 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 STEP due to non-compliance with program requirements.
3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associate 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 the 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 Records

The Grantee shall retain a STEP file containing:

- b. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable)
- c. Policies and Procedures Manual
- d. Copies of Grant Disbursement Request Forms and attachments
- e. Copies of Status Reports
- f. 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 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 project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs of the project, including grant implementation costs

## 3. Project Participant Records

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

- a. Project participant proposals (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 of 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 STEP 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 and passwords 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 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:** The 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. The 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. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the 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 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 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 the 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 must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may



terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

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, the 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. The Grantee and subcontractors shall ensure 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 §2990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7825 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 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 the Grantee if CARB determines that the project has not progressed satisfactorily during the previous three months and the 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. The 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 this Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any 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 (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the 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 thirty (30) 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 – The Grantee is responsible to notify the Program Administrator within five (5) business days of any cancellation, non-renewal or material change that affects

- required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and 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 this grant upon the occurrence of such event, subject to the provisions of this 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 this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - e. Insurance Carrier Required Rating – All insurance companies 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 Awardee’s obligations under the grant.
  - h. Satisfying a Self-Insured Retention (SIR) – All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (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 Awardee shall also be available and applicable to the State.
  - j. 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 Subcontractor’s insurance to The State equal to policies, coverages, and limits required of the Grantee.
2. 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 Grantee must assure the community pilot project(s) funded by the Program Administrator (CARB) fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:

- a. Commercial General Liability – The Grantee shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent the Grantees, products, completed operations, personal & 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 the Grantee’s limit of liability.

**The policy must name “State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations”.**

- b. Workers Compensation and Employers 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. By signing this 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.**

- c. Either policy must name “State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations. “Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.
- d. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

**WORK STATEMENT**  
**Attachment I – Budget Summary**

Grantee:

Project:

Grant Number:

|                                     | <b>Total Costs and Funding</b> |
|-------------------------------------|--------------------------------|
| Project Costs                       | \$                             |
| Direct Grant Implementation Costs   | \$                             |
| Indirect Grant Implementation Costs | \$                             |
| Total Grant Funds                   | \$                             |
| Resource Contribution               | \$                             |
| <b>Total Proposal Funds</b>         | <b>\$</b>                      |

EXHIBIT B

Attachment II – Project Milestones and Disbursement Schedule

Sample only. Sample only. This will be adapted from the timeline in the Applicant’s proposal template.

|        | Description                    | Start date | Completion date | Roles | Deliverables (if applicable) | Request for STEP funds |
|--------|--------------------------------|------------|-----------------|-------|------------------------------|------------------------|
| Task 1 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| Task 2 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| Task 3 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| Task 4 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| [Etc.] |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
|        | <b>Disbursement request #1</b> |            | <b>0/0/0</b>    |       |                              | <b>\$</b>              |

|        | Description                    | Start date | Completion date | Roles | Deliverables (if applicable) | Request for STEP funds |
|--------|--------------------------------|------------|-----------------|-------|------------------------------|------------------------|
| Task 5 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| Task 6 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| Task 7 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| Task 8 |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
| [Etc.] |                                | 0/0/0      | 0/0/0           |       |                              | \$                     |
|        | <b>Disbursement request #2</b> |            | <b>0/0/0</b>    |       |                              | <b>\$</b>              |



Attachment III – Key Project Personnel

Grantee:  
Project:  
Grant Number:

| Name | Position | Duties |
|------|----------|--------|
|      |          |        |
|      |          |        |
|      |          |        |
|      |          |        |
|      |          |        |
|      |          |        |
|      |          |        |

**Grantee Proposal Package**

CARB will insert the Applicant's proposal package here.

**Grant Solicitation Package**

CARB will insert the STEP solicitation package here.