

DRAFT

Grant Agreement

Monterey Bay Municipal Fleet Electrification and Workforce Accelerator

Mobile Source Control Division
California Air Resources Board
September 2025

Grant Number: G22-ATDP-08



Exhibit A

Grant Agreement Terms And Conditions By And Between The California Air Resources Board And County of Monterey

1. Parties

This Grant Agreement ("Grant", "Grant Agreement", "Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the County of Monterey (hereinafter referred to as the "Grantee"). Grantee is a Local Government with its principal place of business located at 168 West Alisal Street, Third Floor, Salinas, CA 93901. Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement. The Grant Agreement includes the Grant Cover Sheet and all exhibits attached thereto.

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

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

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

"Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, Subgrantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds other than the Grantee or Resource Entities.

The Parties agree as follows:

2. Purpose and Incorporation

- a. CARB shall provide funding pursuant to the Advanced Technology Demonstration and Pilot Projects Program – Municipal Green Zones Program (“Program”) to Grantee for its Monterey Bay Municipal Fleet Electrification and Workforce Accelerator Project (“Project”) as provided in Exhibit B, as referenced below.
- b. In the Order of Precedence set out in the General Provisions below, Grantee agrees to comply with all of the terms, provisions and conditions contained in this Grant Agreement as well as the following Exhibits incorporated into and made a part of this Grant Agreement by this reference:
 - i. Grant Agreement Cover Sheet
 - ii. Exhibit A: Grant Provisions
 - iii. Exhibit B: Statement of Work:
 - 1) Attachment I: Budget Summary
 - 2) Attachment II: Project Schedule
 - 3) Attachment III: Key Project Personnel
 - iv. Exhibit C: FY 2021-22 and FY 2022-23 Grant Solicitation Package
 - v. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

3. Grant Amount

- a. The total Grant fund amount (“Grant Funds”) is set out in the Grant Cover Sheet to which this Exhibit A is attached. The Grant Funds are also set out in Exhibit B (Attachment I: Budget Summary).
- b. The administration of Grant Funds is set out in the Fiscal Administration Section, below.

4. Project Liaisons

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

California Air Resources Board:

The CARB Project Liaison is Peter Angelonides and correspondence regarding this Grant Agreement or performance shall be directed to:

Peter Angelonides
Air Pollution Specialist, Mobile Source Control Division
P.O. Box 2815
Sacramento, California 95812
Phone: (279) 208-7184
Email: peter.angelonides@arb.ca.gov

Grantee:

The Grantee Liaison is Cora Panturad, and correspondence regarding this Grant Agreement or performance shall be directed to:

Cora Panturad
Sustainability Program Manager, Sustainability Program
168 West Alisal Street, Third Floor
Salinas, CA 93901
Phone: (831) 755-5115
Email: panturadc@co.monterey.ca.us

5. Term, Termination, and Expiration

- a. **Term.** The term of this Grant Agreement (“Term”) commences the date this Grant Agreement is executed by authorized representatives of both Parties (the “Effective Date”) and terminates on May 31, 2028, unless terminated or canceled sooner per the terms of this Grant Agreement. Grantee’s performance of work or other expenses billable to CARB under this Grant Agreement may not commence until after full execution of this Grant Agreement by authorized representatives of both Parties.
- b. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft Final Report to the CARB Project Liaison no later than March 30, 2028, pursuant to the Reporting Section of this Grant Agreement. Grantee’s performance shall be deemed complete on the date CARB approves the final version of the Final Report. A final request for payment and final version of the Final Report must be received by CARB no later than May 1, 2028. (See the Reporting Section of this Grant Agreement for additional details.)
- c. **Termination and Expiration.**
 - i. **Termination by Mutual Agreement.** This Grant Agreement may be terminated at any time, and for any or no reason, by written mutual agreement which has been fully executed by authorized representatives of both Parties.
 - ii. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by Grantor upon providing thirty (30) days advance written notice.
 - iii. **Termination for Cause by Grantee.** This Grant Agreement may be terminated by Grantee if Grantor has breached a material provision of the Grant Agreement, Grantee has provided ninety (90) days advance written notice of the termination to Grantor, including details of which provision(s) are claimed to have been breached, and the Grantor has failed to bring itself into compliance within the ninety (90) days of the notice, or any longer time period as agreed by both Parties.
 - iv. **Termination for Cause by Grantor.** This Grant Agreement may be terminated by CARB without advance notice at any time if CARB has determined, in its sole discretion, that the Grantee, or any of their Grant Recipients, has breached any of the terms or conditions of this Grant Agreement, or has violated or are in violation of any of their respective obligations or responsibilities under this Grant Agreement

or any other agreement where CARB is an intended third party beneficiary.

- 1) **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute non-performance (breach) under this Grant Agreement. These circumstances will be solely determined by CARB and include, but are not limited to:
 - a) Failure to comply with any of the provisions of the Grant Agreement, including Exhibits.
 - b) Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
 - c) Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
 - d) Misuse of Grant Funds.
 - e) Funding of ineligible activities or other items.
 - f) Exceeding the allowable Grant Fund or Administrative Fee allotment.
 - g) Insufficient, incomplete, or faulty documentation.
 - h) Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
 - i) Poor performance as determined by a review or fiscal audit.
- 2) **Additional Remedies.** In addition to any other requirements and remedies set out elsewhere in this Grant Agreement, upon request by CARB, the Grantee will also perform as follows:
 - a) Within fourteen days of any request, timely develop and implement a corrective action plan.
 - b) Immediately cease all work and spending, and notify all Grant Recipients and Resource Entities to immediately cease all work and spending.
- v. **Transition of Funds, Data, and Property.**

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

 - 1) Transfer to CARB all unspent Grant Funds, including any advance payment and any earned interest. Within 45 days of receipt of notice from the Grantor of Grantee non-performance, if any, provide a money transfer confirmation of the returned funds.

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

vi. **Cessation of Work and Expenditure.**

Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner) by either Party, Grantee shall immediately cease all work, and cease all expenditure of Grant Funds and Administrative Fees.

vii. **Final Disbursement Request and Report.**

Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), Grantee shall submit a final Grant Disbursement Request Form and a final Status Report covering activities up to and including the termination date. The final Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request Form, and final Status Report, and once all intellectual property and requested data, information and property have been transferred and assigned to CARB, CARB, at its sole discretion, may make a final payment 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 authorized amount for the Grant Funds.

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

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

- e. **CEQA.** CARB retains full discretion to consider all available information relating to California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under this Grant Agreement. No work may be initiated by the Grantee, nor will any funding be disbursed by CARB, until CARB has affirmatively notified the Grantee in writing that this CEQA condition has been satisfied. If CARB decides not to proceed with this Grant Agreement, the Grant Agreement will be terminated immediately by CARB upon written notice to the Grantee.

6. General Duties and Requirements

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

Within CARB's sole and absolute discretion, CARB will designate a third-party administrator to manage, oversee, or administer projects and programs, which may include any or all of CARB's responsibilities under this Grant Agreement. Upon such designation, Grantee shall respond and report to, and comply with requests from, CARB's third-party administrator, when requested.

a. California Air Resources Board.

CARB is responsible for the following:

- i. Providing general project oversight and accountability (in conjunction with the Grantee).
- ii. Participating in regular meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
- iii. Reviewing and approving the project plan and all its components.
- iv. Reviewing and approving reports and other materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, Status Reports, and the Final Report.
- v. Reviewing, evaluating, and auditing Grantee's administration, management, collaboration, partnership, and/or oversight of, or with, any Resource Entity or Grant Recipient, including but not limited to written agreements, and disbursement requests.
- vi. Reviewing, approving, denying, or returning all Grant Disbursement Request Forms (Form MSCD/ISB-90).
- vii. Facilitating payments to Grantee after CARB approval of the Grant Disbursement Request Forms.

b. The Grantee.

The Grantee shall:

- i. Perform or cause to be performed, in a timely manner, all Project work

- as described in this Grant Agreement.
- ii. Comply with all applicable requirements of statutes and regulations under federal and California laws.
 - iii. Comply with all terms, provisions, and conditions of this Grant Agreement, including all incorporated documents, and fulfill all assurances, declarations, representations, and statements made by Grantee in the Grantee application materials (Exhibit D) and as reflected in the Solicitation (Exhibit C).
 - iv. Require Resource Entities and Grant Recipients, if any, to meet all the aforementioned requirements, as applicable.
 - v. Use best efforts and subject matter expertise in managing, overseeing and implementing the Project. This includes but is not limited to:
 - 1) Closely communicate with CARB any significant changes to Project implementation that would impact timely completion of the Statement of Work (Exhibit B).
 - 2) Applying best efforts, and industry best practices and standards, Grantee will manage, oversee and administer quality control and timely delivery of Project deliverables, ensuring that Resource Entities fulfill their obligations and responsibilities.
 - 3) When requested, assist CARB with other aspects of program development and implementation that facilitate CARB's larger goal for emission reductions and equity considerations.
 - vi. Perform Public Outreach and Workforce Development
 - 1) As needed or upon CARB request, prepare outreach and educational materials, in consultation with CARB, necessary to educate local community members about the benefits of the Project.
 - 2) As needed or upon CARB request, assist CARB in engaging with the local community and the public, and assist collecting and incorporating lessons learned from public outreach events and communications with the public and the local community.
 - vii. Data Collection and Processing
 - 1) Collect, process, and analyze data in accordance with the Grant Agreement terms and, upon request, provide said data to CARB in a timely manner.
 - 2) Keep Project data in compliance with all privacy requirements as set forth in this Agreement and applicable laws.
 - 3) Consult with and get CARB approval before the release of any data that has been collected during the course of the Project.
 - 4) Promptly respond to CARB's request for Project data.
 - 5) Promptly notify CARB if there is any request for Project data.
 - 6) Document findings from the Project.
 - 7) Coordinate with other CARB data collectors and processors, as requested by CARB.

7. Fiscal Administration

a. Budget.

- i. The maximum amount payable to Grantee by CARB shall not exceed the total amount of Grant Funds., (Exhibit B–Attachment I: Budget Summary).
- ii. Under no circumstance will CARB reimburse the Grantee for more than the allowable amount of Grant Funds. A written amendment pursuant to the General Provisions of this Grant Agreement is required whenever there is a change to the Grant Funds.
- iii. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds if, by March 15, 2027, seventy-five (75) percent of total Grant Funds have not been expended and accounted for in accordance with the terms and conditions of this Grant Agreement. In the event of such termination, the Term and Termination Section of this Grant Agreement shall apply.
- iv. Subject to prior written approval from CARB, Budget line-item shifts of up to 10 percent of the Grant Funds may be made during the Term, provided such shifts over 10 percent are made by written amendment to the Grant Agreement. Line-item shifts may be proposed by either Grantor or the Grantee and must not increase or decrease the total amount of the Grant Funds. All line-item shifts must be consistent with Exhibit B (Attachment I–Budget Summary, and Attachment II–Project Schedule).

b. Project Funding.

i. Grant Disbursement Form (Form MSCD/ISB-90).

- 1) Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in the Fiscal Administration Section. Disbursements requesting funds from multiple funding sources shall be submitted individually by funding source.

Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted to CARB a Grant Disbursement Request Form (Form MSCD/ISB-90), a Status Report, demonstration of completion of milestones stipulated in Exhibit B, Attachment II, demonstration that the requirements of this section, Fiscal Administration, have been satisfied, and any other associated deliverables (if applicable). CARB will have the sole discretion to accelerate the allowable timeline for disbursement of Grant Funds identified in Exhibit B, Attachment II, necessary to assure the goals of the Program are met.

- 2) The Grantee shall initially submit an unsigned Grant Disbursement

- Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review.
- 3) The Grantee shall submit the Grant Disbursement Requests to CARB's Accounting Section at grants@arb.ca.gov, with a CC to the CARB project liaison. The Grantee must submit Grant Disbursement Requests electronically, based on CARB's electronic submission guidance in effect at the time of the request. The Grantee must make all requests for payment by submitting the Grant Disbursement Request Form and all required documentation. Grant disbursement requests must be submitted by the Grantee to CARB no later than May 1 of each CARB fiscal year to ensure adequate time for processing prior to the end of that fiscal year. The funds specified in this Grant Agreement must be disbursed by June 30, 2028.
 - 4) Grant payments are, in each instance, subject to CARB's advance review and approval, including review and approval of Status Reports and any accompanying deliverables. A payment will not be made if the CARB Project Liaison determines that a milestone has not been accomplished or documented, that a deliverable meeting specification has not been provided, that claimed expenses have not been documented or accomplished or are not valid per the budget or are not reasonable, or that the Grantee has not met other terms or conditions of the Grant.
 - 5) 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. 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.
 - 6) CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- ii. **Supporting Documentation.**
- 1) For reimbursement, the requesting entity must submit:
 - a) Valid, true and correct invoices justifying the amount requested. Invoices must reflect only actual costs incurred by the entity requesting reimbursement.
 - b) All documentation demonstrating cost of work completed in the following categories: 1) Direct Labor Costs; 2) External Resource Entity fees for completed work (where applicable); 3) Direct Operating Costs; and 4) Indirect Costs.
 - c) Any additional documentation requested by CARB.
- iii. **Authorized Costs:**
Authorized Costs (if set out in Exhibit B of this Grant Agreement) may include but are not limited to the following:

1) **Direct Labor Costs**

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

2) **Direct Operating Costs**

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

Direct Operating Costs also include:

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

3) **Indirect Costs (Overhead)**

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

In order to claim indirect costs, the Grantee must first have in place a CARB approved indirect cost allocation plan (which must be an

attachment to Exhibit B of this Grant Agreement). Indirect costs may only be claimed if it is supported by a documented cost allocation plan that details which amounts and types of costs are classified as indirect and how those costs are allocated among all of the Grantee's projects and activities.

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

- a) There is no documented support for indirect costs, such as an indirect cost allocation plan.
- b) There is an indirect cost allocation plan, but it uses estimates instead of actual costs in the calculations.
- c) There is an indirect cost allocation plan, which uses actual costs, but the supported rate from the plan is less than the rate that was claimed.
- d) The method used to allocate costs is different than the one used to claim indirect expenditures.
- e) The indirect plan includes expenditures that were also claimed as direct costs (double billing).
- f) The indirect plan includes unallowable expenditures, such as fundraising or lobbying.
- g) The indirect plan includes costs that are more appropriately classified as direct, such as consultants hired for a specific project.
- h) The indirect plan is not updated each year with actual costs.

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

- 1) The Grantee is responsible for making payments directly to Resource Entities and Grant Recipients, if any, upon verifying completion of milestones in the Resource Entity or Grant Recipient agreements.

c. **Suspension of Payments.**

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

d. **Grantee Match Funding.**

- i. Match funding from the Grantee, if applicable, can only be used in two

ways:

- 1) To reduce the cost to the State to implement the Program and,
 - 2) at CARB's discretion, to support active demonstration and CARB-approved projects.
- ii. Documentation that shows compliance with the guidance above must be provided to CARB in the Status Reports.
- e. **In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Program's effectiveness. "In-kind services," for purposes of the Program, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described in this Grant and must be documented in the Status Reports to CARB.
- f. **Financial Records and Accounts.**
- i. Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise prohibited by law, Grantee further agrees that it will maintain separate Grant Fund accounts as required to manage and administer the Project, including the use of generally accepted accounting principles.
 - ii. Grantee shall not commingle the Grant Fund account with any other accounts, revenues, grants, donations, or funds. Grantee shall maintain all Grant Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank accounts must be held in the name of the Grantee (the official entity name, and not a dba), and no other person or entity. Grant Funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant Agreement. Grant Funds shall not be used as collateral for or an obligation to any debt, loan or other borrower commitments of the Grantee, Resources Entities, or Grant Recipients. All Grant Funds accounts shall adequately and accurately depict all amounts received and expended.
- g. **Earned Interest.**
- i. "Earned interest" means any interest generated from any and all Grant Funds provided to the Grantee and held in an interest-bearing account.
 - 1) Interest earned by Grantee must be reported to CARB. All interest income must be returned to CARB and/or reinvested in the Program in a manner approved by CARB. Grantee is responsible for reporting to CARB everything that is funded with interest earned on Grant Funds.
 - 2) Grantee must maintain accurate and complete accounting records

(e.g. general ledger) that tracks interest earned and expended on Grant Funds, as follows:

- a) The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
 - b) The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
 - c) The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
 - d) Earned interest must be fully expended by March 15, 2027.
- ii. Documentation of interest earned on the Grant Funds must be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects must be retained for a minimum of five (5) years after the interest has been expended.
 - iii. The above documentation must be provided to CARB in the monthly Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply with all such requests.

h. Additional Remedies for Non-Compliance.

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

cancellation or termination of the Grant Agreement, whichever occurs later.

1) Liquidated Damages

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

8. Documentation Of Expenditure Of State Funds.

Per the terms and conditions of this Grant Agreement as set out herein above and below, the Grantee must provide CARB with documentation accounting for the proper expenditure of Grant Funds and use of Administrative Fees. The documentation must be provided upon CARB request, and in Status Reports submitted monthly to CARB and in a final Status Report submitted at the completion of the Project prior to the Grantee receiving the last disbursement of funding.

9. Project Monitoring

a. Meetings.

- i. Initial meeting: A meeting will be held between key project personnel and CARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.
- ii. Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the CARB Project

Liaison. Such meetings may be conducted in any manner deemed appropriate by the CARB Project Liaison.

- iii. Site visits: Site visits shall be established by the CARB Project Liaison during the Term of this Grant Agreement.

b. Technical Monitoring.

- i. Any changes in the scope or schedule for the Project shall require the prior written approval of the authorized representatives of CARB (e.g. CARB Project Liaison) and will require a formal Grant amendment.
- ii. The Grantee shall notify the CARB Project Liaison, immediately in writing, if any circumstances arise (technical, economic, or otherwise), which might place continued operation or 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).
- iii. In addition to Status Reports (see the Reporting section), 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 Project.
- iv. Any change in budget allocations, re-definition of deliverables, or extension of the Project Schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and will require a formal Grant amendment.

10. Reporting

a. Monthly Status Reports.

- i. The Grantee shall submit Status Reports on a monthly basis. The Status Reports shall be provided in a format agreed upon between CARB Project Liaison and Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.
- ii. Grantee acknowledges, understands and agrees that any information contained in any Status Reports or other submissions provided by Grantee, or any of its Resource Entities, may be used by CARB or any of its third party representatives to verify compliance with the provisions of this Grant Agreement. Furthermore, Grantee acknowledges, understands and agrees that Status Reports submitted to CARB must include the following certification signed by a person with authority to make such a certification on behalf of the Grantee:

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

knowingly submitting false statements, claims or information to the State of California, including the possibility of criminal sanctions.

- iii. Grantee must provide Status Reports to CARB detailing Project activity including the status of funds used, current issues with administration or implementation. Status Reports shall contain, at a minimum:
 - 1) Current status of each Project milestone and deliverable, status of Grant Funds, if any match funding has been used, problems encountered and status of the Project timeline.
 - 2) Status of any outreach efforts being planned or completed since the last report.
 - 3) Status of any administrative tasks required by CARB, such as report templates, translation services, or ADA remediation.
 - 4) Status of data collection for each Project, reports on data collected so far, and plans for future data collection efforts.
 - 5) Status of any Grant Funds disbursed to or held by the Grantee, including earned interest.
 - iv. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Status Report must be submitted monthly, but may additionally be provided on an as-needed basis to justify additional funding from CARB. The first Status Report must be submitted one month after this Grant Agreement is fully executed or when first requesting disbursement of funds, whichever is sooner.
 - v. Every Grant Disbursement Request Form (Form MSCD/ISB-90) shall be accompanied by a Status Report that documents work toward completion of a milestone specified in Exhibit B, Attachment II.
 - vi. If the Project is behind schedule, the Status Reports must contain an explanation of reasons for delay, and how the Grantee plans to resume timely completion of milestones and deliverables in the Project Schedule (Exhibit B, Attachment II).
- b. **Final Report.**
- i. The Grantee must submit an ADA-compliant draft Final Report to CARB when the Project is complete or no later than March 31, 2028, before the expiration of the Term, whichever occurs sooner.
 - ii. The draft Final Report must include, at a minimum:
 - 1) Total fund expenditures documentation (including but not limited to administrative fee, match and in-kind funds);
 - 2) Status of any ongoing Project milestones, deliverables or issues;
 - 3) Summary of all Project milestones and deliverables that have been completed;
 - 4) Outreach and educational efforts;
 - 5) Implementation challenges;

- 6) Recommendations for potential Program improvements; and,
- 7) Earned interest.
- iii. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified in this Grant Agreement. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall submit to CARB an original executed (signed) final version of the Final Report (inclusive of all supporting documentation), plus an electronic version of same, no later than 30 days before the expiration of the Term.
- iv. The Final Report must also contain the same signed certification statement set out in the Monthly Status Report section above.

11. Oversight And Accountability

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

12. Project Record Maintenance

- a. Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records include Grantee, Resource Entity, and Grant Recipient financial and Program records ("Project Records").
- b. Grantee shall:
 - i. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the Term of the Grant Agreement plus five years. Upon completion of the required record-retention period, the Grantee must submit all Project records to CARB.

- Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
- ii. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, level AA, or a subsequent version, as provided under this Grant Agreement.
 - iii. Develop a systematic process and schedule to back up Project database(s) each day, at a minimum.
 - iv. Develop a plan for disaster recovery of all relevant software applications, websites, and data.
 - v. Develop and enforce security measures to safeguard Project database(s).
 - vi. Provide data updates to CARB upon request, which could include production of all Project records.
 - vii. Provide periodic data summaries to CARB.
 - viii. Provide monthly and the annual Status Reports to CARB detailing the status of the Project, the anticipated reports to be issued, and any upcoming disbursement requests. Where requested by CARB, Grantee will clarify, supplement, modify, or update its Status Reports at no additional cost to CARB.
 - ix. Where necessary as solely determined by CARB, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds from Grantee, Resource Entity or Grant Recipient, and by providing CARB with any information, documents, data, or other materials needed to investigate or carry out such efforts.
 - x. Support CARB in efforts to track key information about the distribution of Grant funds to support the development, deployment, and commercialization of advanced technology vehicles, equipment, and infrastructure.
- c. The Grantee shall retain a combined file for the Project containing:
- i. Original executed copy of the Grant Agreement and exhibits, as well as any amendments to the Grant Agreement, if applicable.
 - ii. CARB approved plans, policies, procedures and manuals.
 - iii. Copies of Grantee's Grant Disbursement Request Forms and supporting documentation.
 - iv. Documentation of earned interest generation and expenditure (see Fiscal Administration for more information).
 - v. Communications related to the Project, by and between CARB, Grantee, Resource Entities, and Grant Recipients.
 - vi. Copies of all deliverables from the Grantee, except as otherwise determined by CARB.
 - vii. Copies of any decision that CARB has made in support of the Project, such as minor changes in project scope, changes in timeline, or line-

- item shifts.
 - viii. Data that has been collected during the implementation of the Project.
 - ix. Any documents, files or webpages that have been created to support the outreach of the Project.
 - x. Presentations, pamphlets, posters, videos, or other electronic media used to support the Project.
 - xi. An official file for Program and Project, which shall adequately document all significant actions relative to the Project.
 - xii. Records, contracts, subcontracts, statements of work, work product from Resource Entities.
- d. All Project records must be retained for a period of five (5) years after termination or expiration of the Grant Agreement, whichever occurs first. Upon completion of the fifth year of record retention, the Grantee shall submit all remaining Project records to CARB that have not previously been requested or turned over to CARB. Hardcopy or electronic transfer of electronic records are suitable. Acceptable forms of electronic media, including hard drives and flash drives, shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- e. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

13. Acknowledgement of CARB

Grantee agrees to acknowledge the California Air Resources Board (CARB) as a funding source for the Project and all Grant Recipient projects, when such projects are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material.

Grantee shall adhere to CARB's logo usage requirements, in a manner directed by CARB. CARB logos and any additional required materials shall be provided to the Grantee by CARB staff.

14. CCI

Where applicable, Grantee agrees to also acknowledge the California Climate Investments (CCI) program as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (<http://www.caclimateinvestments.ca.gov/logo-graphics-request/>). Below are specific requirements for acknowledgement.

Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of

promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "Advanced Technology Demonstrations and Pilot Projects, is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Invest, formerly known as Cap-and-Trade, dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities." And whenever applicable, the Spanish translation acknowledgement: Programa de Demostración de Tecnología Avanzada y Proyectos Piloto forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Invest, anteriormente conocido como Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente - especialmente en comunidades en desventaja.

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

Figure 1: CCI logo



15. Data and Intellectual Property Ownership

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

printouts, or may be retained in machine-readable form, such as computer storage media.

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

- a. Ownership.
Project Information Resources developed, licensed, or acquired by a Grantee, Resource Entity, or Grant Recipient shall be the exclusive property of that entity.
- b. Copyleft License.
Computer software developed or substantially modified using Grant Funds must include a copyleft license comparable to [GNU General Public License version 3.0 or later \(GPLv3\)](#).

Other copyrightable Project Information Resources that are developed or substantially modified using Grant Funds and shared with third parties must also include a copyleft license comparable to Creative Commons Attribution Share Alike license, version 4.0 or later ([Legal Code - Attribution-ShareAlike 4.0 International - Creative Commons](#)).

Exceptions to the copyleft license requirement of this subsection include where:

- i. The sharing of the material is restricted by law or regulation;
 - ii. The sharing of the material would create an identifiable risk to the detriment of national security, confidentiality of State information, or individual privacy;
 - iii. The sharing of the material would create an identifiable risk to the stability, security, or integrity of the systems or personnel of the State, or of the material's owner; or,
 - iv. The sharing of the material would create an identifiable risk to the State's, or the material owner's, mission, programs, or operations.
- c. Intellectual Property Law.
Appropriate systems and controls must be in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other State, federal, or international intellectual property laws; and,

d. CARB License.

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

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

16. Confidentiality And Data Security

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

- i. Unauthorized use of Project Information Resources by Grantee, Resource Entities, Grant Recipients, or other third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data which has been stored or transmitted by Grantee, Resource Entities, or Grant Recipients, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.
- ii. Project information or data, including but not limited to personally identifiable information (“PII”) and all records and supporting documentation that personally identifies or describes an individual or individuals, is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. In performance of any of the terms or conditions of this Grant, the Grantee shall safeguard all such information, records, applications, PII and data which comes into its possession or control in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.

- iii. Grantee must ensure that the Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, Resource Entities, and Grant Recipients are informed of the confidential nature of any shared information or data; and, ensure by written agreement that such individuals and entities are prohibited from copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than in compliance with applicable laws and in fulfillment of this Grant, and are precluded from taking any action otherwise prohibited under any provision of this Grant or applicable laws.
- iv. All of the persons and entities listed in the subsection above must adhere to all CARB confidentiality, disclosure, and privacy policies.
- v. Grantee must sign all non-disclosure and confidentiality agreements provided by CARB, and shall require their Resource Entities and Grant Recipients to do the same when requested by CARB.
- vi. Grantee must report any data breach, loss, or theft of Project Information Resources or Project Equipment to CARB immediately, and to any local, State, or federal officials as applicable.
- vii. Grantee agrees to notify CARB immediately of any security incident involving suspected or actual release or breach of any information system, servers, data, or any other information developed or collected pursuant to this Grant. Grantee agrees that CARB has the right to participate in the investigation of a security incident involving such suspected or actual release or breach, or to conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- viii. Grantee agrees that it shall be responsible for all costs incurred by it and by CARB due to a security incident resulting from any act or omission of Grantee or any of their Resource Entities or Grant Recipients, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If applicable law requires, or if CARB determines, that notice to the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
- ix. If Grantee believes disclosure of a confidential record or information may be required by law, such as the California Public Records Act (Gov. Code, § 7920.000, et seq.), court order, or legal process (such as a

subpoena), Grantee shall first give CARB at least fourteen (14) days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. Grantee agrees that it will not challenge or authorize or endorse any challenge to any action or request by CARB to obtain a protective order or court order to prevent the release of any information.

- x. Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information and data under its jurisdiction or control.
- xi. Grantee certifies, represents, and warrants that:
 - 1) Its data and information security standards, tools, technologies and procedures are sufficient to protect confidential, sensitive and PII data and information;
 - 2) Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 - a) California Information Practices Act (Civil Code sections 1798, et seq.);
 - b) California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A pertaining to encryption of confidential, sensitive and/or PII information or data;
 - c) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Grantee's plan to correct any negative findings shall be made available to CARB upon request;
 - d) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to CARB upon request; and
 - e) Privacy provisions of the Federal Privacy Act of 1974; Compliance with industry standards and guidelines applicable to the work performed under the Grant. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS Publication 1075- Tax Information Security Guidelines for Federal, State, and Local Agencies, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social

Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

17. Insurance Requirements

The Grantee, and each Resource Entity or Grant Recipient, must comply with all requirements outlined in the (a) General Insurance Provisions section and (b) Grant Insurance Requirements section below. No payments of Grant Funds (including Administrative Fees) will be made under the Grant until and unless the Grantee fully complies with all insurance requirements.

This provision does not apply to voucher recipients or similar third parties who receive Grant Funds for the purchase or lease of vehicles or equipment for their sole and exclusive ownership and personal use, and not for performance under this Grant Agreement where such vehicle or equipment will be used by the Grantee, Resource Entities, Grant Recipients, or the general public. Such individuals must obtain any and all insurance as required by the law and must show proof of such insurance upon the request of CARB or Grantee.

a. General Insurance Provisions.

i. Coverage Term

Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.

ii. Policy Cancellation or Termination & Notice of Non-Renewal

The Grantee is responsible for notifying the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of CARB, and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.

iii. Premiums, Assessments, and Deductibles

The Grantee is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.

iv. **Primary Clause**

Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.

v. **Insurance Carrier Required Rating**

All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VII. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

vi. **Endorsements**

For any work or activity performed or carried out in whole or in part using Grant Funds or to carry out any term or condition of this Grant Agreement, each insurance policy must name in an endorsement, using the following language exactly as presented here, "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds." A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California is required and must also be attached to the certificate.

Any required endorsements requested by the State or required in this Grant Agreement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

vii. **Inadequate Insurance**

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

viii. **Satisfying a Self-Insured Retention (SIR)**

All policies with a SIR shall be endorsed to allow the State to satisfy the SIR or deductible at the State's discretion. The State may fund the SIR or deductible by deducting that amount from any Grant Funds otherwise due to the Grantee. Policies shall not contain any provision that limits the satisfaction of the SIR or deductible to the Named Insured.

Alternatively, the Grantee can obtain from its insurer, and produce to CARB, an express elimination of the requirement to pay the SIR or Deductible for "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds."

ix. **Available Coverages/Limits**

All coverage and limits available to the Grantee shall also be available and applicable to the State.

x. **Resource Entities and Grant Recipients**

In the case of the Grantee's utilization of Resource Entities to complete any part of the Grant scope of work, the Grantee shall include all Resource Entities as insureds under the Grantee's insurance or supply evidence of the Resource Entity's insurance to the CARB equal to or greater than the policies, coverages, and limits required of the Grantee. Grantee shall also ensure that Grant Recipients carry the same or greater coverage for the work or services performed.

b. **Grant Insurance Requirements.**

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

i. **Commercial General Liability**

Each entity shall maintain commercial general liability (CGL) 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. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom a claim is made or a suit is brought subject to the entity's limit of liability.

ii. **Automobile Liability**

If the entity will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance or business automobile liability insurance is required. For vehicles used in a CARB-funded shared mobility services that are not subject to Civil Code section 2505 (e.g., carshare vehicles, shuttles, and buses), the entity shall maintain business motor vehicle liability with limits of not less than a \$5,000,000 per accident. For any other vehicle that is not used in a CARB-funded shared mobility service (e.g., vehicles used for project planning, rebalancing, maintenance, marketing, outreach, or driving to events), the entity shall maintain business motor vehicle liability with limits of not less than

\$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

Grantee certifies that the Grantee and any of their Resource Entities or Grant Recipients possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. At the request of CARB, each entity must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant.

iii. **Workers Compensation and Employers Liability**

The entity shall maintain statutory worker's compensation, with statutory limits, and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000 per claim are required.

The entity shall notify CARB in writing if they have no employees, or are otherwise exempt from worker's compensation, and therefore also exempt from this requirement for employer's liability coverage. If the entity retains employees or otherwise loses its exemption from worker's compensation at any point during the term of this Grant Agreement, it shall immediately notify CARB and comply with the worker's compensation and employer's liability insurance requirements stated herein.

iv. **Cyber Liability (If applicable)**

The entity shall maintain Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the state of California in the care, custody, or control of the insured.

v. **Crime Insurance (If applicable)**

Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee or Grant Recipient will have on hand at any time must be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery, or alteration, and inside/outside money and securities coverages including first- and third-party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, and the California Air Resources Board.

vi. **Professional Liability (Errors and Omissions)**

The entity shall maintain insurance appropriate to the entity's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

vii. **Self-Insurance**

If a Grantee has elected to be self-insured, they must receive approval of their self-insurance program from CARB. To obtain CARB approval, the Grantee must submit the following documents to CARB:

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

Grantee must also provide:

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

18. General Provisions (Alphabetical)

a. **Alternative Enforcement.**

The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

b. **Amendment.**

This Grant Agreement may only be amended by a written amendment to this Grant Agreement which has been fully executed by authorized representatives of both Parties. Unless otherwise approved by CARB, requests by Grantee for amendment of this Grant Agreement must be made at least sixty (60) days prior to the Grant term end date.

c. **Americans with Disabilities Act (ADA) Language.**

Grantee must ensure that all products and services submitted to, uploaded, or otherwise provided to or funded by CARB or made available to the public by the Grantee, their Resource Entities or Grant Recipients, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Grant Agreement, including Status Reports (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB or the public in PDF format, Grantee, along with their Grant Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request from the Grantee documentation of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.

- i. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, Resource Entities, or Grant Recipients, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement.
- ii. Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

d. **Assignment.**

This Grant Agreement is not assignable, in whole or in part, by the Grantee without the advance written consent of CARB in the form of a formal written amendment signed by authorized representatives of both Parties.

e. **Assurances.**

CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee, Resource Entities, or Grant Recipients, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

f. **Audit.**

Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor (formerly known as the California Bureau of State Audits), and any of their respective designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Grant Agreement and all Grant Funds received or expended. Grantee agrees to maintain such records for a possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a funded incentive activity has concluded, whichever is later. The Parties may stipulate to a longer records retention period. Grantee agrees to produce all such records to CARB upon request, allow CARB and other state designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of Grantee and any and all of Grantee's Resource Entities and Grant Recipients who might reasonably have information related to such records. Furthermore, Grantee agrees to include in all agreements, contracts and subcontracts, language identical to or similar to this paragraph to ensure CARB has the ability and right to audit records and conduct interviews of any and all Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, Resource Entities, and Grant Recipients in relation to performance or use of the Grant Funds under this Grant Agreement.

g. **Authority.**

Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on that Party's behalf.

h. **Availability of funds.**

Grantee acknowledges, agrees and understands that Grantor's obligations, including but not limited to payment or reimbursement, under this Grant Agreement are contingent upon the availability of designated or legislatively appropriated funds. In the event funds are not available, Grantor shall have no obligation and no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant Agreement or for any other

reason. Grantee acknowledges it has no reasonable reliance interest in receiving any funds under this Grant Agreement in the event such funds are not designated or legislatively appropriated.

i. **Compliance with Law.**

The Grantee agrees that it will, at all times, comply with, and require their Resource Entities and Grant Recipients to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Term. This requirement includes, but is not limited to:

- i. Obtaining any permits or approvals necessary to undertake the activities funded by the Grant Funds, and complying with all environmental review requirements associated with such activities; and,
- ii. Compliance with federal law which prohibits employers from hiring, recruiting, or referring people who do not have the legal right to work in this country; or, hiring contractors who hire people who do not have the legal right to work in this country. (8 U.S.C. § 1324a.).

A failure of the Grantee to comply fully at all times with this section is a breach of this Grant Agreement and is cause for immediate termination of the Agreement without advance notice.

j. **Conflict of Interest.**

Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

Government Code Section 87104 prohibits public officials of CARB, which includes any member, officer, employee, or consultant of a CARB advisory body, from making a formal or informal appearance before, or oral or written communication to CARB for the purpose of influencing a decision by CARB on a grant or other entitlement for use, such as a contract, loan, license, or permit. Prohibited communications include grant applications, letters, emails, phone calls, meetings, or any other form of oral or written communication within or outside of a public committee meeting with CARB, or CARB staff, for the purpose of influencing a CARB decision on an application for funding submitted to CARB. A knowing or willful violation of this section may result in a member being guilty of a misdemeanor and fined up to the greater of \$10,000 or three times the amount of an amount unlawfully received. If a court

determines a violation occurred and that the official action might not otherwise have been taken or approved if not for the prohibited communication, the grant may be voided. (See Gov. Code §§ 91000, 91003.)

- i. For this reason, CARB officials, including but not limited to advisory body members, may not be a signatory or administrator on a grant application, or on any resulting grant agreement. Such individuals should not be listed on the grant application except as necessary to show their role in the organization.
 - ii. An advisory body member's organization may continue to be eligible for a grant. However, the grant must not follow any communications for purposes of influence by the advisory body member on CARB's decision on that grant agreement. That organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
 - iii. Applications from organizations affiliated with CARB Board members may require additional review and CARB Board approval. This process may delay grant execution and/or distribution of funds.
- k. **Construction.**
Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
- l. **Cumulative Remedies.**
The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
- m. **Days.**
"Day" or "Days" means calendar days, unless expressly noted otherwise.
- n. **Disadvantaged Communities.**
The Grantee, for the purposes of this Program, the Project and all Grant Recipient projects, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at:
<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>
- o. **Disputes.**
The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between Grantee and CARB, unless otherwise directed by CARB. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to final resolution by the

CARB Executive Officer, or the Executive Officer's designated representative, in the Executive Officer's sole discretion. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.

p. **Electric Vehicle Charging Infrastructure and Equipment Installation.**

Grantee must ensure the following requirements are included in all Grant Recipient and Resource Entity agreements for electric vehicle charging infrastructure funded with or performed using Grant Funds:

- i. In order to obtain authorization to start work from Grantee, an entity that is awarded funds to install electrical charging equipment for use by on-road transportation vehicles must provide both of the following:
 - 1) An "AB 841 Certification" that certifies the project will comply with all Assembly Bill (AB) 841 (Ting, 2020) (Pub. Util. Code, § [740.20](#)) (AB 841) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-grantee's authorized representative; and,
 - 2) EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
- ii. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
- iii. Prior to remitting payment to an entity for said installation, Grantee is responsible for collecting all AB 841 Certifications, to ensure the project did comply with all AB 841 (2020) requirements, and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.
- iv. These electric vehicle requirements do not apply to any of the following:
 - 1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
 - 2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Sub article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations), and
 - 3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

q. **Electric Vehicle Charger Uptime.**

Under AB 2061 (ch. 345, stats. 2022; Pub. Resources Code, § 25231.5, as amended by AB 126 (ch. 319, stats. 2023)), the California Energy Commission (CEC) is required to develop uptime recordkeeping and reporting standards for electric vehicle chargers and charging stations (collectively, "EVCs") that will apply to all State-funded EVCs installed between January 1, 2024, and January 1, 2035. Grantee shall require Resource Entities and Grant Recipients for the

installation of EVCs to comply with the CEC standards as required by AB 2061, for a minimum of 6 years, unless the CEC decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs installed at residential real property containing four or fewer dwelling units.

r. **Entire Agreement.**

This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

s. **Equipment/Vehicle Ownership.**

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools purchased, licensed, or constructed by Grantee or any of their Resource Entities using Grant Funds during the Term. CARB, within its discretion, may elect to determine the normal useful life of such Project Equipment. Project Equipment is defined as having a useful life of at least one year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB funds. All such Project Equipment is, upon acquisition, the exclusive property of the entity that acquired it, and shall primarily, but need not be exclusively, be used for the purposes of carrying out the obligations of this Grant Agreement during the Term. Upon request by CARB during the Term, in the event of cancellation or termination for cause, the Project Equipment, and title thereto, shall be delivered to CARB.

t. **Environmental Justice.**

In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations, of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state and federal law.

u. **Executive Order N-6-22 - Russia Sanctions.**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 ("EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state of California ("State") agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor

or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

v. **Force Majeure.**

Neither CARB nor the Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil unrest, war, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately of the intent to invoke the clause and the reasons why the force majeure event is preventing that Party from, or delaying that Party in, performing its obligations under this Grant Agreement. CARB may terminate this Grant Agreement immediately, in writing and without penalty, in the event Grantee invokes this clause, in which case Grantee shall immediately return all remaining Grant Funds to CARB or a CARB designee, cease all expenditure of Grant Funds, and turn over all documents, records, deliverables, intellectual property and other information in relation to this Grant Agreement.

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

w. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools.**

Grantee, Resource Entities, and Grant Recipients may use or authorize the use of CARB-provided funds only in a manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, article IX, section 8, and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with California Constitution, article XVI, section 5 and article IX, section 8. Failure to provide any requested information may result in denial of future Administrative Fees or Grant Funds or termination of this Grant Agreement or any other agreements.

x. **GenAI Technology Use & Reporting.**

- i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § [11549.64](#).)

- ii. During the Term of the Grant Agreement, Grantee must immediately notify CARB in writing, and require their Resource Entities and Grant Recipients to immediately notify CARB in writing, if they are aware of any work performed under this Grant Agreement that:
 - (1) Will provide GenAI technology as a deliverable to CARB; or,
 - (2) Utilizes GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - (i) Functionality of a State system;
 - (ii) Risk to the State; or,
 - (iii) Performance under this Grant Agreement.

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

Notification shall be provided to the CARB Project Liaison.

- iii. At the direction of CARB, Grantee shall discontinue, and require their Resource Entities and Grant Recipients to discontinue, the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.
- iv. If Grantee, Resource Entities, or Grant Recipients are using GenAI to perform work under this Grant Agreement, Grantee shall, and require their Resource Entities and Grant Recipients to, do the following:
 - 1) Allow CARB to augment the GenAI training data with CARB data;
 - 2) Track and disclose the quality of the GenAI training data used, and generated data, for any GenAI in relation to this Grant Agreement, using suitable metrics and methods to measure the accuracy, relevance, and bias of the data over time;
 - 3) Share such metrics and methods, as well as the underlying data and output, with CARB upon request by CARB or at periodic intervals as may be agreed by the Parties;
 - 4) Provide CARB reasonable access to the GenAI security logs, latency statistics, and other related GenAI security data that affect this Grant Agreement and generated data, at no cost to CARB;
 - 5) Allow CARB to audit, review, or investigate the quality of the GenAI Training Data at any time, subject to reasonable notice and the confidentiality obligations;
 - 6) Ensure that all generated data that materially impacts deliverables created pursuant to the Grant Agreement contains a digital watermark or other digital identification that clearly identifies that the generated data was created by GenAI; and,
 - 7) Comply with all other applicable laws, regulations, and guidelines concerning the identification of generated data, including but not limited to the California AI Transparency Act (Bus. & Prof. Code §§ 22757 et seq).

- v. CARB, at its sole discretion, may consider failure by Grantee, Resource Entities, or Grant Recipients to comply with the terms of this section to constitute a material breach of the Grant Agreement. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.
- y. **Governing Law and Venue.**

This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- z. **Grantee's Responsibility for Work.**

Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any Resource Entity or Grant Recipient. Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of, or as a consequence of this Grant Agreement, including, but not limited to, payment disputes with Grantee's employees, officers, directors, members (of a limited liability company (LLC) form of entity), partners (of a partnership form of entity), agents, representatives, assigns, Resource Entities, or Grant Recipients. CARB will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

 - i. All subcontracts must be submitted to CARB upon request for review prior to execution. CARB may also request them during or after the Grant term and Grantee agrees to provide them within five (5) calendar days. For subcontracts that are listed as "to be determined" in the Budget, the Schedule or elsewhere in any attachment to this Grant Agreement, Grantee must submit a revised Budget to CARB, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor, which in each instance shall be subject to advance approval by CARB. In addition, Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which Grantee will seek reimbursement.
 - ii. Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
 - iii. Upon request, Grantee will provide CARB a copy of all solicitations for services or products used or needed to carry out the terms of this Grant

- Agreement, including copies of the proposals or bids received.
- iv. Grantee is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Grant Agreement. No subcontract may relieve Grantee of its responsibilities under this Grant Agreement. Grantee is solely liable and responsible for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them.
 - v. Grantee's obligation to pay the Resource Entities and Grant Recipients is an independent obligation from CARB's obligation to make payments to the Grantee. As a result, CARB has no obligation to pay or enforce the payment of any funds to any such third parties. Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each such third parties for work performed in accordance with the terms of this Grant Agreement and the terms of any such third party agreements.
 - vi. All Grant Recipient and third party agreements must, at a minimum, incorporate all of the following:
 - 1) A clear and accurate description of the material, products, or services to be procured.
 - 2) A detailed budget and timeline.
 - 3) Provisions that allow for administrative, contractual, or legal remedies in instances where the Grant Recipient or third party violates or breaches contract terms, and provides for such sanctions and penalties as may be appropriate.
 - 4) Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
 - 5) A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
 - 6) Language conforming to all of the General Provisions of this Grant Agreement.
 - vii. Without limiting any of CARB's other remedies, failure to comply with the above requirements is a material breach of this Grant Agreement and grounds for immediate termination.
- aa. **Indemnification & Hold Harmless.**
- Grantee agrees to indemnify, defend at their own expense, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, volunteers, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees, arising out of, resulting from, or related to any actions or inactions of the Grantee, or any of their Resource Entities or Grant Recipients, in performance under this Grant Agreement, including but not limited to actions or inactions relating to, arising out of or resulting from the

operation, design or manufacture of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

bb. **Independent Actor.**

The Grantee, Resource Entities, and Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or CARB.

cc. **Labor Compliance for Drayage and Short-Haul (AB 794).** (If applicable.)

Grantee shall ensure that all agreements with any and all of their Grant Recipients who receive or use any Grant Funds to support the purchase, or lease for greater than one year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB 2737 (2022), including all applicable provisions of California Health and Safety Code sections [39680 through 39693](#), as a condition of Grant Fund receipt or use and as a condition of participation in the Program.

dd. **Nondiscrimination.**

- i. During the performance of this Grant Agreement, Grantee and its Resource Entities and Grant Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee, Resource Entities, and Grant Recipients shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination and harassment. Grantee, Resource Entities, and Grant Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- ii. During the performance of this Grant, Grantee and its Resource Entities and Grant Recipients shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of

- 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.
- iii. Grantee, Resource Entities, and Grant Recipients shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.
 - iv. Grantee, Resource Entities, and Grant Recipients shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.
 - v. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee, Resource Entities, or Grant Recipients have violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Resource Entity or Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.
 - vi. In the event of Grantee's or its Resource Entity's or Grant Recipient's noncompliance with this provision, Grantee or its Resource Entity or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement.
 - vii. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at:
<https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.
 - viii. To the extent that the Grant includes federal funding, Grantee and its Resource Entities and Grant Recipients should refer to the U.S. EPA [Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices](#). Though not legally required, this guidance document may assist recipients of U.S. EPA financial assistance (such as

grantees) when developing and improving their legally required federal civil rights compliance efforts.

- ix. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements, including but not limited to those with Resource Entities and Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement.

ee. **Notice.**

- i. Any notice, demand, request, consent, or approval that either Party desires or is required to give to the other Party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- 1) By delivery in person.
- 2) By certified U.S. mail, return receipt requested, postage prepaid.
- 3) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- 4) By electronic means.

- ii. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective seven (7) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the overnight delivery service. Notices sent electronically will be effective on the date of transmission, where it is documented in writing. Notices shall be sent to the persons and addresses set forth in Section 4, Project Liaisons, of this Grant Agreement. Either Party may, by written notice to the other, designate a different address that shall be substituted for the names of persons identified under Section 4 of this Grant Agreement.

ff. **Office of Foreign Asset Control.**

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee represents, warrants, and agrees that Grantee is not, and will not become, in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall include in all agreements with its Resource Entities and Grant Recipients an acknowledgment that the entity and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee, any Resource Entity, or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

gg. **Order of Precedence.**

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

- i. Grant Agreement Cover Sheet
- ii. Exhibit A: Grant Provisions
- iii. Exhibit B: Statement of Work:
 - 1) Attachment I: Budget Summary
 - 2) Attachment II: Project Schedule
 - 3) Attachment III: Key Project Personnel
- iv. Exhibit C: FY 2021-22 and FY 2022-23 Grant Solicitation Package
- v. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

hh. **Paragraph Headings.**

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

ii. **Prevailing Wage and Labor Compliance.**

Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by Grantee, Resource Entities, and Grant Recipients.

jj. **Professionals.**

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

kk. **Severability.**

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the

validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected, and will remain in full force and effect.

ll. **Survival.**

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

mm. **Third Party Agreements, Required Terms.**

All grants, subgrants, technical grants, contracts, vouchers, agreements and subcontracts entered into by and between Grantee and any Resource Entity or Grant Recipient using or applying Grant Funds (in whole or in part) shall contain the language (or similar language with the same meaning and intent) in the following terms of this Grant Agreement: Audits, Authority, Availability of Funds, California Climate Investments (CCI) (if applicable), Compliance with Law, Confidentiality and Data Security, Conflicts of Interest, Data and Intellectual Property Ownership, Electric Vehicle Charging Infrastructure and Equipment Installation (if applicable), Electric Vehicle Charger Uptime (if applicable), Entire Agreement, Equipment/Vehicle Ownership, Force Majeure, Funding Prohibitions for Sectarian Purposes and Non-Public Schools, Fiscal Administration, Governing Law and Venue, Indemnification and Hold Harmless, Independent Actor, Labor Compliance for Drayage and Short-haul (AB 479) (if applicable), Non-Discrimination, Prevailing Wage and Labor Compliance, Survival, and Third Party Beneficiaries.

nn. **Third Party Beneficiaries.**

Grantee represents, warrants and agrees that CARB and the State of California are third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term, and upon request by CARB, shall send to CARB a copy of said agreements.

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

oo. **Timeliness.**

Time is of the essence in the performance of this Grant Agreement. Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.

pp. **Waiver of Rights.**

Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of CARB provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Exhibit B, Statement of Work

Grant No.: G22-ATDP-08

Attachment I - Budget Summary

Grantee: County of Monterey

Project: Monterey Bay Municipal Fleet Electrification and Workforce Accelerator

Disbursement of Funds:

Budget Summary Table					
Task 1: Planning; Barrier Identification and Solution Development					
Task	CARB Funds		CEC Funds	Match Funds	
	Project	Admin	Project	Cash	In-Kind
1.1 - Project Management Team (PMT)					
1.1.1 - Establish PMT	\$127,260				
1.1.2 - PMT Project Management (Recurring)				\$313,269	
1.1.3 - Midpoint Report	\$72,000				
1.1.4 - Draft PMT Final Report	\$72,000				
1.1.5 - Final PMT Final Report	\$72,000				
1.2 - Community of Practice (COP)					
1.2.1 - Discovery/Prepare Approach	\$50,000				
1.2.2 - Quarterly Community of Practice Reports	\$411,808				
1.2.3 - Procure Consultants	\$311,808				
1.2.2 - Tactics and Lessons Learned Report	\$411,808				
1.2.3 - Final Change Management Report	\$511,808				
1.3 - Implement City of Santa Cruz's Fleet Electrification Tool					
1.3.1 - Collect Data for Fleet					

Monterey Bay Municipal Fleet Electrification and Workforce Accelerator - Advanced
Technology Demonstration and Pilot Projects Program

Electrification Tool Expansion					
1.3.2 - Fleet Electrification Tool Model Completion	\$67,000				
1.3.3 - Fleet Electrification Tool Report	\$67,000				
1.4 - Develop Employee EV Subsidy Program					
1.4.1 - Impact of Employee Commutes Report	\$33,333				
1.4.2 - Draft Employee EV Subsidy Program Report	\$33,333				
1.4.3 - Final Employee EV Subsidy Program Report	\$33,333				
1.5 - Monterey Bay Area Climate Justice Collaborative Project Advisory Group Formation					
1.5.1 - Kickoff Meeting	\$120,522				
1.5.2 - Quarterly Workforce and Community Feedback Meetings (Recurring)				\$204,193	
1.5.3 - Outreach Process Refinement Report	\$120,522				
1.5.4 - Final Outreach Report	\$120,522				
Subtotal for Task 1	\$2,636,056			\$517,462	
Task 2: Workforce Development CEC Funded**					
Subtotal for Task 2			\$115,203	\$126,510	
Task 3: Electric Vehicle and Charging Procurement and Data Collection					
3.1 -CEC Funded EV Charging Infrastructure Procurement					
3.1.1 - Contract with EVSE Manufacturers					
3.1.2 - EVSE Installed**			\$5,572,923	\$13,582,757	
3.1.3 - Maps and Photographs of EVSE Installations					
3.2 - CARB Funded EV Procurement					
3.2.1 - EVs Purchased					
3.2.2 - EV Deliveries and Telematics Installations (Recurring)	\$5,926,653			\$1,480,699	

Monterey Bay Municipal Fleet Electrification and Workforce Accelerator - Advanced
Technology Demonstration and Pilot Projects Program

3.3 - Data Collection and Final Report Deliverables					
3.3.1 - EV Data Collection and Draft Final Report					
3.3.2 - Final Report*	\$200,000				
Subtotal for Task 3	\$5,926,653		\$5,572,923	\$15,063,456	
Task 4: Grant Administration					
4.1.1 - Quarterly Reports		\$1,256,594			
(Recurring)					
Subtotal for Task 4		\$1,256,594			
Totals	CARB Project	CARB Admin	CEC Project	Cash	In-Kind
Subtotals	\$8,762,709	\$1,256,594	\$5,688,125	\$15,707,428	
CARB Grant Total (Project and Admin)	\$10,019,303				
CEC Grant Total (Project)	\$5,688,125				
Grantee Match Total (Cash and In-Kind)	\$15,707,428				
Project Total	\$31,414,856				

*CARB will not reimburse for the Final Report until approval of the Final Report.

**Milestones to be paid out by CEC and all match associated with these milestones will be in accordance with CEC requirements, see CEC grant agreement. Regardless of which agency is paying on a milestone, the Grantee will ensure that all deliverables for all milestones are sent to both CARB and CEC.

Grant Funds

The Grantee shall receive grant funding in accordance with Fiscal Administration Section of this Grant Agreement.

Exhibit B, Statement of Work

Grant No.: G22-ATDP-08

Attachment II - Project Schedule

Grantee: County of Monterey

**Project: Monterey Bay Municipal Fleet Electrification and Workforce Accelerator
Detailed Scope of Work and Schedule**

Task Name	Milestone	Completion Date
Task 1: Project Management: Planning, Barrier Identification and Solution Development	1.1 - Project Management	
	1.1.1 - Establish Project Management Team (PMT)	5/29/2026
	1.1.2 - PMT Project Management	Quarterly
	1.1.3 - Midpoint Report	3/30/2027
	1.1.4 - Draft PMT Final Report	2/25/2028
	1.1.5 - Final PMT Final Report	3/31/2028
	1.2 - Community of Practice (COP)	
	1.2.1 - Kickoff Discovery/ Prepare Approach	9/1/2026
	1.2.2 - Quarterly Community of Practice Reports	Quarterly
	1.2.3 - Procure Consultants	7/15/2026
	1.2.4 - Tactics and Lessons Learned Report	3/1/2027
	1.2.5 - Final Change Management Report	1/28/2028
	1.3 - Implement City of Santa Cruz EV Fleet Electrification Tool	
	1.3.1 - Collect Data for Fleet Electrification Tool Expansion	9/5/2026
	1.3.2 - Fleet Electrification Tool Model Completion	2/26/2027
	1.3.3 - Fleet Electrification Tool Report	9/30/2027
	1.4 - Develop Employee EV Subsidy Program	
	1.4.1 - Impact of Employee Commutes Report	1/30/2027
	1.4.2 - Draft Employee EV Subsidy	7/30/2027

	Program Report	
	1.4.3 - Final Employee EV Subsidy Program Report	2/25/2028
	1.5 - Monterey Bay Area Climate Justice Collaborative Project Advisory Group Formation	
	1.5.1 - Kickoff Meeting	6/24/2026
	1.5.2 - Quarterly Workforce and Community Engagement Feedback Meetings	Quarterly after 6/24/2026
	1.5.3 - Outreach Process Refinement Report	12/31/2026
	1.5.4 - Final Outreach Report	2/28/2028
Task 2: Workforce Development (CEC Funded)	2.1 - EV and EV Charging Installation Workforce Training Sessions	
	2.1.1 - Training Schedule, Locations, and Workforce Training Contractors Selected for Workshops	4/30/2026
	2.1.2 - Lessons Learned Workforce Training Report	3/31/2027
	2.1.3 - Complete Staff Training Curriculum	9/30/2027
	2.1.4 - Final Workforce Development Report	3/31/2028
	2.2 - EVITP Certification Electrician Training and Outreach	
	2.2.1 - Develop EVITP Certification Webinar Materials	9/30/2027
	2.2.2 - DRAFT EVITP Certification Training Report	9/30/2027
	2.2.3 - Final EVITP Certification Training Report	3/31/2028
	Task 3: Electric Vehicle and Charging Infrastructure Procurement and Data Collection	3.1 - Install 95 CEC funded EV Charging Stations
3.1.1 - Contract with EVSE Manufacturers		7/1/2026
3.1.2 - EVSE Installed		5/3/2027
3.1.3 - Maps and Photographs of EVSE Installations		5/3/2027
3.2 - CARB Funded EV Procurement		
3.2.1 - EVs Purchased		3/31/2027
3.2.2 - EV deliveries and Telematics Installations		3/31/2027
3.3 - Data Collection and Report		2/28/2028

	Deliverables	
	3.3.1 - EV Data Collection and Draft Final Report	2/28/2028
	3.3.2 - Final Report	3/30/2028
Task 4: Grant Administration	4.0 - Grant Administration	
	4.1.1 - Quarterly Reports	Quarterly

TASK 1 Project Management, planning, barrier identification and solution

development: Staff from each jurisdiction will serve on a Project Management Team (PMT) for the duration of the project and will participate in quarterly meetings for two and one-half years facilitated by grantee staff. The PMT will be lead points of contact between the Grantee and Subgrantees to complete the scope of work under this agreement. This work includes but is not limited to data collection and management, navigating jurisdictional and organizational differences, technical analysis, and proposing fleet transition alternatives.

The Grantee will work with the PMT to form a larger “community of practice” (COP) that will serve as a forum for fleet management staff, from managers to EV users to mechanics to maintenance staff, to identify and overcome barriers to transitioning fleets from internal combustion engines to EVs. The COP will meet on a quarterly basis and be facilitated by competitively procured change management professionals. The consultants will use a change management methodology to develop a stakeholder analysis, identify impacted groups of municipal staff, and how those staff impacts could result from a transition to EVs. The Grantee will consider a ProSci certification as an element of the procurement process to select a consultant to facilitate this task. Outcomes will include recommendations, vetted by the COP, to help transition organizational policies, standard operating procedures, staff roles and responsibilities and other behavioral aspects of municipal fleet management.

The County of Monterey, City of Watsonville, and County of Santa Cruz will also adopt the Fleet Electrification Planning Tool. The City of Santa Cruz recently completed this web-based tool that analyzes their existing fleet inventory characteristics (both internal combustion and EVs), their existing EV charging infrastructure, and their parking facilities (e.g., corporation yard, city hall) together with data on EV costs, GHG avoided and available incentives, to create user-specified scenarios on transitioning fleets to EVs. The City of Santa Cruz’s initial work in establishing the tool will reduce the cost of adopting it, or a similar tool, for other jurisdictions by approximately half.

The Project Management Team and Grantee will develop a framework for participating jurisdictions to offer EV purchase subsidies for the lower paid

employees of the jurisdictions. This will be evaluated as an equity consideration to share the benefits of EV adoption with employees who may not be able to purchase an EV on their own.

The Grantee will contract with Ecology Action to engage with the Monterey Bay Area Climate Justice Collaborative during the scope of this project to best bring the benefits and opportunities of the project to DACs, LICs, and lower-income people. This includes all subtasks in Task 1 as well as the CEC funded workforce development elements of Task 2.

Task 1.1: Project Management Team

Task Description: The Regional Climate Project Working Group (RCPWG) will establish a Project Management Team to provide overall project management of the scope of work data gathering and coordination, and infrastructure and technical planning across subgrantees and subcontractors. The PMT will support data gathering for the community of practice, (Task 1.2), and fleet electrification tool, (Task 1.3), and contribute to and review the final report.

Task 1.1.1 - Establish PMT

Deliverable Description: Documentation of PMT member selection, PMT kick-off meeting with attendee list and agenda.

Due Date: May 29, 2026.

Task 1.1.2 - PMT Project Management

Deliverable Description: Status reports from PMT included in quarterly reports, labor or invoices of work performed by PMT members.

Due Date: Quarterly

Task 1.1.3 - Midpoint Report

Deliverable Description: Report on midpoint of Project Management, planning, barrier identification and solution development.

Due Date: March 30, 2027

Task 1.1.4 - Draft PMT Final Report

Deliverable Description: PMT's contribution to the Final Report (draft for CARB review).

Due Date: February 25, 2028

Task 1.1.5 - Final PMT Final Report

Deliverable Description: Final Report in CARB-specified format.

Due Date: March 31, 2028

Task 1.2: Community of Practice

Task Description: The RCPWG will establish a community of practice to provide a forum for peer learning, identify barriers to electric vehicle (EV) adoption for municipal operations within fleet management teams (e.g., users, fleet managers, mechanics, maintenance staff), and propose solutions to the barriers.

Task 1.2.1 - Kickoff: Discovery/Prepare Approach

Deliverable Description: Documentation of Community of Practice members list, kick-off meeting agenda, meeting notes.

Due Date: September 1, 2026

Task 1.2.2 - Quarterly Community of Practice Reports

Deliverable Description: Status reports from COP included in quarterly reports, labor or invoices of work performed by COP members.

Due Date: Quarterly

Task 1.2.3 - Consultants Solicitation

Deliverable Description: Provide copies of competitive solicitation materials and invoices for labor related to consultant procurement.

Due Date: July 15, 2026

Task 1.2.4 - Tactics and Lessons Learned Report

Deliverable Description: Report on unique tactics for adoption, lessons learned and recommendations.

Due Date: March 1, 2027

Task 1.2.5 - Final Change Management Report

Deliverable Description: Final Report on Change Management closeout and sustainment plan.

Due Date: January 28, 2028

Task 1.3: Implement Expansion of City of Santa Cruz's Ev Fleet Electrification Tool

Deliverable Description: The RCPWG will implement the City of Santa Cruz's Fleet Electrification Planning Tool across three jurisdictions to assess its utility for planning transformation of municipal fleets to EVs.

Task 1.3.1 Collect Data for Fleet Electrification Tool Expansion

Deliverable Description: Submit a preliminary data report on existing fleet characteristics and other inputs for model improvements. Provide CARB with labor or invoices for work performed for the completion of this task.

Due Date: September 5, 2026

Task 1.3.2 Fleet Electrification Tool Expansion Completion

Deliverable Description 1.3.2. Completed model of fleet electrification scenarios for the County of Monterey, County of Santa Cruz, and City of Watsonville.

Due Date: February 26, 2027

Task 1.3.3 Fleet Electrification Tool Report

Deliverable Description: Report analyzing scenarios across the jurisdictions, decisions made using scenarios, assessing utility of model across jurisdictions and comparing costs of electrification across the jurisdictions.

Due Date: September 30, 2027

Task 1.4: Develop Employee EV Subsidy Program

Deliverable Description: The RCPWG will develop a framework for an employee subsidy program for EV purchases and for standard operating procedures that provide charging access at work.

Task 1.4.1 Impact of Employee Commutes Report

Deliverable Description: Report on Impact of employee commutes.

Due Date: January 30, 2027

Task 1.4.2 Draft Employee EV Subsidy Report

Deliverable Description: Draft Report on framework for equitable employee subsidy program for EV purchase.

Due Date: July 30, 2027

Task 1.4.3 Final Employee EV Subsidy Report

Deliverable Description: Final Report on framework for equitable employee subsidy program for EV purchase.

Due Date: February 25, 2028

**Task 1.5: Monterey Bay Area Climate Justice Collaborative Project
Advisory Group Formation**

Task Description: Engage with the Monterey Bay Area Climate Justice Collaborative with over 50% frontline serving organization membership to serve as a project advisory group and channel for outreach to their community constituents, including subgrants to CBOs providing services in each jurisdiction for participation.

**Task 1.5.1 Monterey Bay Area Climate Justice Collaborative Advisory
Group Kickoff Meeting**

Deliverable Description: Kickoff meeting agenda and notes.

Due Date: June 24, 2026

**Task 1.5.2 Monterey Bay Area Climate Justice Collaborative Advisory
Group Meetings**

Deliverable Description 1.5.2: Status reports from Monterey Bay Area Climate Justice Collaborative Advisory Group included in quarterly reports, labor or invoices of work performed by collaborative members

Due Date: Quarterly after June 24, 2026

Task 1.5.3 Outreach Process Refinement Report

Deliverable Description: Report summarizing feedback from collaborative on approach to workforce and community engagement. Outline of Draft Report.
Due Date: December 31, 2026

Task 1.5.4 Outreach Report

Deliverable Description: Outreach report describing results of collaborative engagement, feedback at events and recommendations for future engagement of disadvantaged and low-income communities.
Due Date: February 28, 2028

Task 2 will be funded by CEC, see agreement with Grantee and CEC for further information.

TASK 2 Workforce Development: This task includes training for jurisdictions' major EV users, mechanics and maintenance staff. It will start with two joint training sessions across the jurisdictions (one for EV users and one for mechanics/maintenance staff) as well as five three-hour hands-on training sessions with mechanics and maintenance staff at their sites with their EVSEs and their EVs. This task also includes efforts to increase the number of electricians who have completed the Electrical Vehicle Infrastructure Training Program (EVITP).

Task 2.1: The RCPWG will provide training to EV and EV charging installation operators, mechanics and maintenance staff and expand this effort through regional workforce analysis and coordination. Training sessions will include two large plenary sessions (one for EV users and one for mechanics and maintenance staff) and four classroom/field sessions for each jurisdiction.

Task 2.2: The RCPWG will promote increased EVITP Certifications (or equivalent certification required by Federal or State grant programs) for electricians in Monterey Bay to enable accelerated infrastructure development and maximizing funding to local contractors for grant funded electrification projects.

TASK 3 Electric vehicle and charging infrastructure procurement and data collection: The RCPWG jurisdictions participating in the Fleet Accelerator will purchase approximately 116 municipal fleet EVs, including light and medium duty utility vehicles, street sweepers, transfer trucks, vans, landscaping vehicles, and forklifts, as well as associated EVSE infrastructure. By the end of the grant, the region will have acquired and installed telematics and performed required data collection for approximately 116 zero-emission vehicles and 196 EVSEs, including those proposed for purchase and those provided as in-kind match. Data collection during the final year of the grant will help to identify processes to optimize future use, maintenance and procurement.

Task 3.1: CEC Funded EV Charging Infrastructure Procurement

Task Description: The RCPWG will procure install 95 EV charging stations using CEC funds.

Tasks 3.1.1 through 3.1.3 will be funded by CEC, see CEC agreement with Grantee and CEC for further details.

Task 3.2: CARB Funded EV Procurement

Task Description: The RCPWG will procure 91 EVs using CARB funds across the participating jurisdictions. CARB funding will be paid on a recurring milestone basis. The RCPWG will procure 25 EVs as match.

Task 3.2.1 EVs Purchased

Deliverable Description 3.2.1: Invoices for EV purchase orders.

Due Date: March 31, 2027

Task 3.2.2 EV Deliveries and Telematics installations

Deliverable Description 3.2.2: Proof of receipt for delivery of EVs, invoices, photographs, vehicle registrations (if applicable), odometer readings (if applicable), Vehicle Identification Numbers, and telematics installed.

Due Date: March 31, 2027

Task 3.3 EV Data Collection and Report Deliverables

Task Description: The RCPWG will collect and submit data as required by Appendix F to the Advanced Technology Demonstration and Pilot Projects Grant Solicitation, slide Deck summarizing jurisdictional accomplishments/process.

Task 3.3.1 EV Data Collection and Draft Final Report

Deliverable Description 3.3.1: Data collection share and draft Demonstration Report with draft analysis on EVs.

Due Date: February 28, 2028

Task 3.3.2 Final Report

Deliverable Description 3.3.2: Data delivered in CARB-specified format.

Due Date: March 31, 2028

TASK 4 Grant Administration:

Task Description: The County will provide fiscal administration and complete progress reports.

Task 4.1.1 Quarterly Reports

Deliverable Description 4.1.1: Quarterly Reports tracking agreement progress, including but not limited to fiscal administration, progress milestones, and match funding

Due Date: 10th calendar day of each January, April, July, and October during the approved term of this Agreement.

Task 4.1.2 Kickoff Meeting With CEC

Deliverable Description 4.1.2: Kickoff meeting with Grantee and CEC, agenda, notes. Monthly meetings thereafter.

Due Date: April 15, 2026; Monthly thereafter.

*This Agreement between CARB and the Grantee is a companion agreement to the agreement between CEC and the Grantee. CEC's agreement with the Grantee has additional details for all CEC Funded Milestones and upon execution shall be incorporated by reference.

Exhibit B, Statement of Work

Grant No.: G22-ATDP-08

Attachment III - Key Project Personnel

Grantee: County of Monterey

Project: Monterey Bay Municipal Fleet Electrification and Workforce Accelerator

Name	Position	Duties
Cora Panturad	Sustainability Program Manager	Primary contact and lead on project for Regional Climate Project Working Group. County of Monterey Sustainability Program Manager. Responsible for contracting, grant admin, implementation, and coordinating with sub-awardees.
Tiffany Wise-West	Sustainability & Resilience Officer	Primary contact for City of Santa Cruz
Celina Stotler	Integrated Waste Manager	Primary contact for County of San Benito
Tatiana Brennan	Senior Administrative Analyst	Primary contact for County of Santa Cruz
Gabriel Gordo	Administrative Services Manager	Primary contact for City of Monterey
Kirsten Liske	Senior Director Regional Climate Leadership	Primary contact for Ecology Action, responsible for workforce development, EV expertise, outreach, and facilitation services

Exhibit C, Grant Solicitation

Grant No.: G22-ATDP-08

This exhibit incorporates by reference the Grant Solicitation for the Advanced Technology Demonstration and Pilot Projects Program - Municipal Green Zones dated July 14, 2023, found at [Low Carbon Transportation Investments and AQIP Grant Solicitations | California Air Resources Board](#).

Exhibit D, Grantee Application Package

Grant No.: G22-ATDP-08

[Insert here the pdf of the Grantee’s actual application package, making the information they submitted part of this agreement. A link may be provided instead, if this information is available online, and then here put “This exhibit incorporates by reference the Grantee’s Application Package for the Advanced Technology Demonstration and Pilot Projects Program - Municipal Green Zones dated [date of application] found at [online link to that specific Grantee’s application materials].”.