

GRANT AGREEMENT COVER SHEET

GRANT NUMBER G24-MCAP-25

NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 8 (Fiscal Year 24/25)	
GRANTEE NAME Tehama County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000543	TOTAL GRANT AMOUNT NOT TO EXCEED \$93,331.91
START DATE: August 28, 2025	END DATE: June 30, 2033

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").



Project Funds – \$79,332.12
Implementation Funds – \$13,999.79
Total Grant Award – \$93,331.91
SB 535 Funding Target – \$0.00
AB1550 Funding Target – \$71,750.12

Exhibit A – General Terms and Conditions

In accordance with Assembly Bill (AB) 107, Section 15.14, twenty-five percent (25%) of the Fiscal Year 2024-25 GGRF funds allocated under this Grant, in the amount of \$23,332.98, shall be withheld. Upon determination of the final amount of the fourth quarter Cap-and-Trade Auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available to use. A formal Amendment may not be required to encumber and liquidate the remaining funds.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Tehama County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Branch Chief, Acquisitions	DATE 8/26/2025	TITLE ARCO	DATE 8-22-25
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1834 Walnut Street, Red Bluff, CA 96080	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$93,331.91	PROGRAM 3530000L39	PROJECT 3900CAP	ACTIVITY 3228CAP24
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$93,331.91	(OPTIONAL USE) FY24 GGRF \$69,998.93 upon grant execution and \$23,332.98 after 4 th quarter Cap-and-Trade auction		CHAPTER 22 STATUTE 2024 AB-107
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50083 FISCAL YEAR (ENY) 2024/\$93,331.91
I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A			DATE

California Air Resources Board
Fiscal Year 2024-2025 – AB 617 Community Air Protection (CAP) Incentives
GRANT AGREEMENT

General Terms and Conditions:

1. **Use of Terms:** This Grant Agreement ("Grant" or "Grant 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 Air District (referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.
 - a. As referenced in this Grant Agreement, "Grantee" or "Grantees" means and includes, individually and collectively, Grantee's assigns, employees, officers, and directors.
 - b. "Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.
 - c. "Day" or "days" means calendar days, unless expressly noted otherwise.
 - d. "Grant Funds" means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases "Grant Funds" and "Grant Award" have the same meaning and are used interchangeably.
2. **Grant Objectives:** CARB is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve

public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).

- a. In accordance with Assembly Bill (AB) 107, Section 15.14, 25 percent of the Fiscal Year 2024-2025 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
- b. The Grantee will select projects eligible under the *Carl Moyer Memorial Air Quality Standards Attainment Program Guidelines* (Moyer Guidelines) and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the Proposition 1B 2015 Guidelines relative to funding amounts and truck evaluations) or projects eligible under the *Community Air Protection Incentives -Guidelines* (CAP Incentives Guidelines), or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
- c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: no less than 80 percent of funds will go to projects that are located in and provide direct, meaningful, and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes of 2016); however, the Grantee will

meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.

- d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a summary of final selected projects consistent with Section IV of the *CARB Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines* (<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>). For each project selected the Grantee will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.
- e. When submitting project lists with disbursement requests, the Grantee will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB (www.arb.ca.gov/cci-resources).
- f. With CARB's assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.
- g. The Grantee will continue to monitor the ongoing implementation of the requirements of AB 617 and will work with CARB to address any new

priorities, as they are developed to support the community air quality protection goals of AB 617.

- h. The Grantee and CARB will work together to determine the feasibility of addressing any new community priorities.

3. **Additional Remedies for Non-Compliance:**

- a. Without limiting any of the parties' other remedies, and subject to the sections regarding Disputes and Termination below, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse of Grant funds, or fraud. CARB also reserves the right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.
- b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.
- c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims (including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

4. **Additional Required Terms for Grant Recipient Agreements Funded by This**

Grant: All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or

feasible as determined by Grantee:

- a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
- b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an

overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.

- d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement and, upon request by CARB, send to CARB a copy of said agreement.
- e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in violation of the California False Claims Act (Government Code Section 12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized

representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

- f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes ("air quality laws"), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient's agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient's continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient's continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.
- g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.
- h. Related Agreements must also contain, at a minimum, all of the following:
 - i. A clear and accurate description of the material, products, or

services to be procured.

- ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.
- iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.
- iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
- v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.
- vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 53 – Survival below.
- vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest; Electric Vehicle Charging Infrastructure and Equipment; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

5. **Advance Payments:**

- a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support the Grant program initiation and implementation.
- b. Grantee agrees that all advance payment requests submitted by Grantee will comply with the applicable provisions of Health and Safety Code Section 39603.1, title 17 of the California Code of Regulations (C.C.R.) Sections 91040 to 91044, and Government Code Section 11019.3 (for advance payments to Grant Recipients). In the event that these laws are revised or applicable new laws enacted, such revised or new laws will supersede the provisions of this section to the extent they conflict.
- c. Only CARB shall authorize an advance payment. CARB may provide advance payment to Grantee if CARB determines all of the following:
 - i. The advance payment is necessary to meet the purposes of the Grant program or project and is intended to alleviate a practical business or economic situation that would inhibit the program or project.
 - ii. The use of the advance payment is adequately regulated by Grant or budgetary controls, and is limited to the specific activities set forth in the Grant Agreement.
 - iii. Grantee shall revert all Grant Funds to CARB that are not liquidated by the term end date or if the Grant is terminated pursuant to the terms of this Grant Agreement. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses.
 - iv. The Grantee is either a small air district or meets all of the following criteria:
 1. Has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment.

2. Is in good standing with the Franchise Tax Board and Internal Revenue Service and, if the Grantee falls out of good standing with the Franchise Tax Board or Internal Revenue Service after advance payment is made, Grantee must return to any unliquidated Grant Funds to CARB. To the extent that Grantee is exempt from state or federal tax liability, Grantee may provide proof of such exemption in lieu of demonstrating good standing.
 3. Submits a spending plan to CARB for review prior to receiving the advance payment. "Spending plan" means an outline of how the advanced funds will be spent within the term of the Grant Agreement, including project schedules, timelines, milestones, and Grantee's fund balance for all state grant programs. CARB shall consider the available fund balance when determining the amount of the advance payment.
 4. Reports to CARB any material changes to the spending plan within 30 days of the material change. "Material Changes" means a change to the spending plan of twenty-five (25) percent or more in any line item in the spending plan.
 5. Agrees not to provide advance payment to any other entity.
- d. In the event of Grantee's nonperformance, Grantee shall return all Grant Funds received via advance payment that are not liquidated, pursuant to Section 39 and the terms of this Grant Agreement. Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
 - e. Notwithstanding section 5.c.iv.5. above, Grantee may, only if allowed by the CAP Incentives Guidelines, provide advance payment of Grant Funds to Grant Recipients where the Grant Recipient(s) is within the scope of "Recipient Entity," as defined in Health and Safety Code Section 39603.1, subd. (b)(2)(A), subject to the following additional requirements:
 - i. Advance payment to Grant Recipients is subject to prior approval from CARB.

- ii. Grantee shall assume all legal and financial risk of the advance payment. If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by Grant Recipients to ensure that the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.
- iii. CARB and Grantee shall prioritize advance pay to qualifying Grant Recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.
- iv. The advance pay shall not exceed 25 percent of the total amount or contract awarded to that qualifying Grant Recipient. At CARB's sole and absolute discretion, the advance pay may exceed the 25 percent limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying Grant Recipient provides sufficient justification and documentation for that larger advance.
- v. Grantee shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying Grant Recipient's workplan and written justification.
- vi. The qualifying Grant Recipient shall:
 - 1. Complete, and submit to Grantee, an Advance Payment Request Form. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
 - 2. Submit a certification to CARB of compliance with subsections 3) through 11), for each Advance Payment Request Form.
 - 3. Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not

limited to, invoices, contracts, estimates, payroll records, and financial records.

4. Demonstrate that Grant Recipient has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the entity is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.
5. Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, title 17, Section 91041, subd. (k), developed in a form and manner specified by CARB.
6. Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the Grant Recipient's agreement or contract.
7. Deposit any funds received as an advance payment into a federally insured account of the Grant Recipient that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and state laws and regulations, and the Grant Recipient shall report interest earned on the advance payment to CARB. The Grant Recipient's account shall be in the Grant Recipient's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.
8. Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grant Recipient. Further advance payments may be made if Grant Recipient is able to demonstrate that a

sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by the CARB.

9. Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section, and as otherwise required by CARB.
 10. Provide a final progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.
 11. Return to CARB or the Grantee any unused portion of the advance payment, including interest earned on the advance payment, no later than 30 calendar days after the termination, cancellation, or expiration of the Grant Recipient's agreement or contract, or such longer period as CARB may provide at its sole discretion.
6. **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.
 7. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least 30 days prior to the Grant term end date.
 8. **Americans with Disabilities Act (ADA):** Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.1, level AA (upon

the effective date applicable to air districts under 28 C.F.R. § 35.200(b)(2)), and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

- a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.
 - b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.
 - c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.
9. **Assignment:** This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.
10. **Audit:** Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for 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 State-funded incentive activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

11. **Authority:** Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party's behalf.
12. **Availability of Funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant.
13. **California Climate Investments:** Where applicable, the Grantee agrees to acknowledge the CCI program and CARB 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.

The 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: "Community Air Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities." And whenever applicable, the Spanish translation acknowledgement: "de Protección del Aire en la Comunidad forma parte de las Inversiones del Clima de California forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles

de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.”

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



14. **Compliance with Law:** Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.
15. **Computer Software and Project Data:** “Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee 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 form, such as computer memory or storage media.

Computer software developed or substantially modified using primarily Grant Funds must include a copyleft license comparable to GNU General Public License v3.0 (GPLv3) (available at <https://www.gnu.org/licenses/gpl-3.0.html>) or later version if the software source code is intended to be licensed or otherwise

released to the public. Other copyrightable Project Information Resources developed or substantially modified using primarily Grant Funds that are intended to be shared forward by the public must include a copyleft license comparable to Creative Commons Attribution Share Alike license version 4.0 or later (available at <https://creativecommons.org/licenses/by-sa/4.0/legalcode.en>). Exceptions to the copyleft license requirement of this subsection include where:

- a. The sharing of the material is restricted by law or regulation;
- b. The sharing of the material would create a risk to the detriment of national security, confidentiality of State, Grantee or Grantee Recipient information, or individual privacy;
- c. The sharing of the material would create a risk to the stability, security, or integrity of the systems or personnel of the State, Grantee, Grant Recipient or of the material's owner;
- d. The sharing of the material would create a risk to the State's, Grantee's, Grant Recipient's, or the material owner's, mission, programs, or operations.

CARB disclaims title and ownership rights to Project Information Resources. However, Grantee, to the extent it has the right to do so, grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to use, reproduce, share, publish, translate, and make collective works of the Project Information Resources, including computer software executable files but excluding for this license to CARB any computer source code, subject to applicable law on privacy and confidentiality. Grantee shall require Grant Recipients to grant CARB similar license rights to the extent Grant Recipient has the right to do so.

Grantee certifies that it has appropriate systems and controls 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 intellectual property laws. Grantee shall require Grant Recipients to make similar certifications.

16. **Confidentiality:** Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.
- Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, Sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, Sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.
17. **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 term of this Grant Agreement.
18. **Construction:** This Grant Agreement shall not be construed more strongly

against either Party regardless of who is more responsible for its preparation.

19. **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.
20. **Disbursement Deadline:** The Fiscal Year 2024-2025 CAP incentive funds specified in this Grant Agreement must be disbursed by **June 30, 2027**, per the Community Air Protection Incentives Guidelines, Chapter 3. Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2027**, to ensure adequate time for processing prior to the end of the fiscal year.
21. **Disbursement Request:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at Grants@arb.ca.gov with a CC to MSCDGrants@arb.ca.gov. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

Prior to submitting to the Accounts Payable Unit, the grantee has the option to submit their disbursement requests to project staff to allow for a pre-review of the request. The grantee agrees to modify, adjust or provide supporting documentation justifying disbursement requests, as identified by project staff or as needed.
22. **Earned Interest:**
 - a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.
 - b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.
 - c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the Program in a manner consistent

with applicable grant program guidelines or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.

- d. Grantee shall maintain accounting records (e.g. general ledger) that track earned interest accrued and expended, as follows:
 - i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
 - iii. The methodology for calculating earned interest must be included in any policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.
- e. Earned interest must be fully expended according to the *CAP Incentives Guidelines*, Chapter 3.
- f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.
- g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the annual *Air District Yearly Report Certification Form*. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any *Air District Yearly Report Certification Form(s)*, and Grantee shall fully cooperate and comply with all such requests.

23. **Electric Vehicle Charging Infrastructure and Equipment:**

Grantee must ensure the following requirements are included in all Grant

Recipient agreements for electric vehicle charging infrastructure funded with Grant Funds, in whole or in part:

a. Installation:

- i. Prior to authorizing work, a Grant Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles must:
 - (a) Certify that the project will comply with Public Utilities Code Section 740.20 (Section 740.20) requirements or describe why the requirements do not apply to the project. The certification shall be signed by the Grant Recipient's authorized representative. For the purpose of this requirement, the certification may be included as a provision contained in the agreement with the Grant Recipient.
 - (b) Acknowledge that Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that will install electric vehicle charging infrastructure or equipment shall be submitted after work is completed as a condition of reimbursement.
- ii. Evidence such as Certification Numbers are not required to be obtained by Grantee if the Section 740.20 requirements do not apply to a project.
- iii. Prior to remitting payment to a Grant Recipient, Grantee shall collect all Section 740.20 Certifications to ensure the project complied with all Section 740.20 requirements, where applicable, and shall retain Certification Numbers in accordance with Grantee's records retention schedule.
- iv. The requirements of this section do not apply to any of the following:
 - (a) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility;

- (b) Electric vehicle charging infrastructure funded by monies 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
- (c) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

b. Reporting:

Under Public Resources Code Section 25231.5, 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 Grant Recipients for the installation of EVCs to comply with the CEC standards as required by Section 25231.5, 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.

- 24. **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.
- 25. **Environmental Justice:** In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.
- 26. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the 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 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 that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

27. **Fiscal Management Systems and Accounting Standards:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

28. **Force Majeure:** Neither CARB nor 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, enemy or

hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, 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, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

29. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools:** Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with the *CAP Incentives Guidelines*, applicable laws, including California Constitution, article XVI, Section 5, and article IX, Section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, Section 5, and article IX, Section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.
30. **GenAI Use and Reporting:** During the Term of the Grant Agreement, Grantee must notify CARB in writing, and require their Grant Recipients to notify CARB in writing, if they are aware of any work under this Grant Agreement that includes, or makes available, any previously unreported Generative Artificial Intelligent (GenAI)

technology, as defined in Government Code Section 11549.64, including GenAI from third parties or subcontractors. At the direction of CARB, Grantee and Grant Recipients shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or Grant Agreement performance, until use of such GenAI technology has been approved by CARB. Failure by Grantee to disclose awareness of any GenAI use by Grantee or Grant Recipients to CARB may be considered by CARB, at its sole discretion, a breach of the Grant Agreement and CARB may consider such failure to disclose GenAI as grounds for termination pursuant to the terms of this Grant Agreement.

31. **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 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. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
32. **Grantee's Responsibility for Work:** CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.
33. **Implementation Funding:** In accordance with Chapter 3: Program Administration, of the CAP Incentives Guidelines, the Grantee may use up to **15** percent of their CAP Incentives grant funds for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**15** percent of the total CAP Incentives grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **3** percent of the total CAP Incentives grant funds.

34. **Incorporated Documents:** Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated by reference into this Grant Agreement:
- a. District's Policies and Procedures (Refer to requirements in the CAP Incentives Guidelines approved by CARB).
 - b. As applicable, Moyer Program Guidelines, the Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines, the CAP Incentives Guidelines, Proposition 1B Goods Movement Emission Reduction Program 2015 Guidelines, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.
 - c. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
 - d. Advance Payment Request Form and Supplement to CARB's Advance Payment Request Form: AB 617 Community Air Protection (CAP) Incentives Grant Disbursement Request.
35. **Indemnification:** Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.
36. **Independent Contractor:** Grantee, and its 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.
37. **Insurance:** Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to

this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law. If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business day) notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

38. **Labor Compliance for Drayage and Short-Haul:** Grantee shall ensure that all agreements with any and all Grant Recipients who receive or use any Grant Funds to purchase, or lease for greater than one year, new drayage or short-haul trucks contain a requirement that as a condition of Grant Fund receipt or use and as a condition of participation in the Program, Grant Recipients must comply at all times with all applicable provisions of California Health and Safety Code Sections 39680 through 39693, which require Grant Recipients to maintain compliance with applicable labor law, retain direct control over the manner and means for performance of any individual using or driving the vehicle, and other requirements.
39. **Liquidation and Return of Funds:** Funds not liquidated by the Grantee by **June 30** of the eighth year following Grant Agreement execution (**June 30, 2033**) (the "Liquidation Deadline"), must be returned to CARB by **September 29, 2033**, unless a Grant Agreement Deadline Extension has been approved by CARB pursuant to Section 42 of this Grant Agreement ("Grant Agreement Deadline Extension").

Per Chapter 3 of the CAP Incentives Guidelines, CARB will not require a return of funds under executed contract. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

"Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

Following the requirements of Chapter 3 of the CAP Incentives Guidelines, CARB may approve a redirection of funds to another district as a follow-up action if and when the Grantee is not meeting liquidation targets. This determination may be made solely at CARB's discretion.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 4.c above. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

40. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with, and complete the Projects funded by this Grant Agreement, in an expeditious manner.
41. **Progress Milestones:** Per Chapter 3 of the CAP Incentives Guidelines, the yearly progress milestones and dates are as follows for the Grant Funds provided under this Grant Agreement. Per the CAP Incentives Guidelines, these milestones are advisory in nature, though they will serve as the basis for air districts to demonstrate the need for extensions approved per Section 42 of this Grant Agreement.
 - a. First milestone: 50 percent of Grant Funds under executed contract by **June 30, 2030**.
 - b. Second milestone: 100 percent of Grant Funds under executed contract, and 50 percent of Grant Funds liquidated, by **June 30, 2032**.
 - c. Third milestone: 100 percent of Grant Funds liquidated by **June 30, 2033**.

42. **Grant Agreement Deadline Extensions:** CARB may approve a Grant Agreement Deadline Extension for this Grant Agreement that can be up to two years, so long as all of the conditions below have been met, as solely determined by CARB:
- a. Except for progress milestones, which are advisory in nature, the Grantee has been and continues to be in full compliance with all provisions of the CAP Incentives Guidelines and all provisions of this Grant Agreement.
 - b. The Grantee shall agree to liquidate all Grant Funds (commit and expend all Grant Funds and complete all projects) by no later than the Grant Agreement Deadline Extension. Grant Funds not liquidated by the Grant Agreement Deadline Extension must be returned to CARB within 90 days. Expenditure of Grant Funds may not be reduced due to any loss incurred in an uninsured bank or investment account.
 - c. The Grantee has demonstrated, to the satisfaction of CARB, that it has not met the second or third yearly progress milestones as defined in Section 41 of this Grant Agreement.
 - d. The Grantee has provided an explanation of the extraordinary or unforeseen circumstances resulting in the progress shortfalls that necessitated requesting a Grant Agreement Deadline Extension.
 - e. The Grantee has provided CARB with a general plan to liquidate Grant Funds by the Deadline Extension. The Grantee may submit a printout of its CAP Progress Report generated from the Clean Air Reporting Log (CARL) Report Utility to meet this condition.
 - f. The Grantee has agreed to provide suitable and timely notice to the public, via a publicly accessible web page, of the Grant Agreement Deadline Extension.
43. **Disputes:** Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant

Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion, shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 55– Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 28 – Force Majeure.

44. **Nondiscrimination**: During the performance of this Grant Agreement, Grantee 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, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee 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.
- a. During the performance of this Grant, Grantee 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.

- b. Grantee 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.
- c. Grantee 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.
- d. Grantee acknowledges and agrees that, pursuant to Government Code Section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has 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 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.
- e. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee 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 pursuant to the terms of this Grant Agreement.
- f. 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.](#)

- g. Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a Grant Recipient has violated the provisions of this section and take appropriate remedial action as required by law or by CARB.

45. **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 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 shall include in all recipient agreements an acknowledgment that the Grant Recipient 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 or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

46. **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:
- a. Grant Agreement Cover Sheet
 - b. Exhibit A – General Terms and Conditions

47. **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.
48. **Personally Identifiable Information (PII):** Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).
49. **Prevailing Wages and Labor Compliance:** Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.
50. **Project Equipment:** Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.
When Project Equipment is no longer needed for the original program purpose, Grantee must request disposition instructions from CARB. However, equipment with a current fair market value of \$10,000.00 or less (per unit) may be retained, sold, or otherwise disposed of without requesting disposition instructions from CARB.
51. **Professionals:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

52. **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, shall not be affected.
53. **Survival:** All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor Compliance for Drayage and Short-Haul; Nondiscrimination (except for 41.d); Office Of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.
54. **Term:** This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, is terminated or all conditions of the Grant Agreement have been met, whichever occurs first. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Fiscal Year 2024-2025 CAP incentive funds.
55. **Termination:** CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 43 – Disputes.
56. **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.

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.

57. **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 right with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.