



**DEPARTMENT OF TRANSPORTATION**  
Fresno Area Express | Q | Handy Ride

**DATE:** November 12, 2024

**TO:** GEORGEANNE A. WHITE, City Manager

**FROM:** GREGORY A. BARFIELD, M.A., Director of Transportation

**SUBJECT:** Unique Qualifications of Highway City Community Development (HCCD) for Outreach Services Related to the CARB STEP Grant

The purpose of this memorandum is to request the City Manager's affirmation that Highway City Community Development (HCCD) is uniquely qualified to provide outreach services related to the City of Fresno's California Air Resources Board (CARB) Sustainable Transportation Equity Project (STEP) Grant. Affirming this qualification will allow staff to proceed with the necessary actions to award a contract to HCCD without the standard Request for Proposal (RFP) process, as outlined in Administrative Order 6-19.

### **Executive Summary**

HCCD has extensive experience and established relationships within the West Fresno community, making it uniquely positioned to effectively engage residents and gather critical input on transportation needs and preferences. As a dedicated community benefit organization, HCCD's focus on connecting residents with essential services aligns perfectly with the goals of the STEP Grant, which seeks to enhance transportation equity. The STEP Grant application specifically identified HCCD as the community outreach partner, and now that the City has received the grant, it is essential to engage HCCD to fulfill this requirement.

HCCD's outreach strategy will involve surveys, focus groups, and public meetings to ensure broad community participation. This engagement is essential to understanding mobility challenges and informing the implementation of infrastructure improvements funded by the grant, which includes pedestrian safety enhancements, urban greening, and sustainable transportation options.

### **Background of HCCD**

HCCD has been an active community organization in West Fresno for many years, improving the quality of life for residents through various initiatives, including community engagement and advocacy for equitable access to services. Their knowledge of local demographics and community dynamics positions them uniquely to carry out the outreach required for the STEP Grant effectively.

Unique Qualifications of Highway City Community Development (HCCD) for Outreach Services Related to the CARB STEP Grant

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The City of Fresno's STEP Grant application required the identification of a community outreach partner. HCCD was selected as the identified partner in the grant application due to their extensive experience and established community ties. Now that the City has received the STEP Grant, it is essential that HCCD be engaged to perform the outreach services as outlined in the grant application.


The organization's history of collaboration with local government entities and its familiarity with transportation-related issues further enhances its qualifications. HCCD's outreach efforts will not only ensure compliance with the grant's community engagement requirements but will also empower residents to contribute to the decision-making processes affecting their transportation infrastructure.

**Justification for Uniquely Qualified Finding**

1. Required Partner in Grant Application: The STEP Grant application specifically identified HCCD as the community outreach partner, and now that the grant has been awarded, it is necessary to engage HCCD to fulfill this commitment
2. Expertise in Community Engagement: HCCD has demonstrated expertise in mobilizing and engaging community members, particularly those from traditionally underserved populations, making them ideally suited for this outreach project.
3. Established Relationships: The organization's long-standing relationships with local residents and stakeholders will facilitate effective communication and trust, which are critical for successful outreach efforts.
4. Alignment with STEP Objectives: HCCD's mission and outreach capabilities align directly with the objectives of the STEP Grant, which seeks to address transportation equity and improve accessibility for disadvantaged communities.

For all the reasons outlined above, I find that Highway City Community Development (HCCD) is uniquely qualified to perform the outreach services required for the implementation of the CARB STEP Grant.

Approved  Denied

  
Georgeanne A. White, City Manager

  
Date

Attachment:  
STEP Grant Agreement

STATE OF CALIFORNIA  
 California Environmental Protection Agency  
 California Air Resources Board  
 ASD/BCGB-337 (Rev 01/2021)

# GRANT AGREEMENT COVER SHEET

		GRANT NUMBER G23-STEP-03	
NAME OF GRANT PROGRAM Sustainable Transportation Equity Project (STEP)			
GRANTEE NAME City of Fresno			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000338		TOTAL GRANT AMOUNT NOT TO EXCEED \$5,087,000.00	
START DATE: September 27, 2024		END DATE: April 30, 2028	

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 the City of Fresno (the "Grantee").

- Exhibit A – Grant Agreement Terms and Conditions
- Exhibit B – Work Statement
- Exhibit B, Attachment I - Budget Summary
- Exhibit B, Attachment II - Scope of Work
- Exhibit B, Attachment III - Timeline, Deliverables, and Budget Details
- Exhibit B, Attachment IV - Key Project Personnel
- Exhibit C – Grantee Application Package
- Exhibit D – Request for Applications Package
- Exhibit E – Payee Data Record

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 certify 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) City of Fresno	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Alice Kindarara</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED BY RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Gregory Barfield</i>	
TITLE Branch Chief, Acquisitions	DATE 9/24/2024	TITLE Director of Transportation Fresno Area Express (FAX)	DATE 8/23/2024
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 2600 Fresno Street, Fresno, CA 93721	

### CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$5,087,000.00	PROGRAM 3510000L32	PROJECT 3900CLEAN	ACTIVITY 3228CTEM23
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$5,087,000.00	(OPTIONAL USE)		CHAPTER 38 STATUTE 2023 AB-102
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50068 FISCAL YEAR (ENY) 2023 (\$5,087,000.00)

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
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# Grant Agreement

## Sustainable Transportation Equity Project (STEP)

Environmental Justice and Transportation  
Equity in West Fresno  
City of Fresno

Sustainable Transportation and Communities Division  
California Air Resources Board  
September 2024

Grant Number: G23-STEP-03





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## **EXHIBIT A: GRANT AGREEMENT TERMS AND CONDITIONS**

### **BY AND BETWEEN THE CALIFORNIA AIR RESOURCES BOARD AND THE CITY OF FRESNO**

This Grant Agreement ("Grant", "Grant Agreement" or "Exhibit A") 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 City of Fresno Department of Transportation and Fresno Area Express (FAX) (hereinafter referred to as the "Grantee"). The Grantee is a California Public Agency with its principal place of business located at 2600 Fresno Street, Fresno, CA 93721. The Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement. The Parties agree as follows:

The Grantee agrees to comply with the requirements and conditions set forth in this Grant Agreement, as well as all commitments identified in the Work Statement (as referenced interchangeably, "Statement of Work" or "Exhibit B"), Grantee Application Package ("Exhibit C"), and the Request for Applications Package ("Exhibit D").

#### **A. PURPOSE**

1. Subject to the availability of funds and the Grantee's continuing compliance with this Grant Agreement, CARB shall provide funding from the Sustainable Transportation Equity Project ("Program") to the Grantee for the Environmental Justice and Transportation Equity in West Fresno ("Project") as provided in Exhibit B, referenced below. As referenced in this Grant Agreement, "Representative" or "Representatives" means and includes, individually and collectively, the Grantee's contractors, subcontractors, consultants, affiliates, agents, representatives, assigns, employees, or officers.
2. The Grantee agrees to comply with all of the terms, provisions, and conditions contained in this Grant Agreement ("Exhibit A") as well as the following Exhibits incorporated into and made a part of this Grant Agreement. 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:
  1. Grant Agreement Cover Sheet
  2. Exhibit A: Terms and Conditions
  3. Exhibit B: Statement of Work
    - i. Attachment I - Budget Summary
    - ii. Attachment II - Scope of Work

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- iii. Attachment III - Timeline, Deliverables, and Budget Details
- iv. Attachment IV - Key Project Personnel
- 4. Exhibit C: Grantee Application Package
- 5. Exhibit D: Fiscal Year (FY) 2022-23 Clean Mobility in Schools (CMIS) and Sustainable Transportation Equity Project (STEP) Request for Applications (RFA)
- 6. Exhibit E: Payee Data Record

**B. GRANT AMOUNT**

- 1. The total Grant fund amount ("Grant Funds") is set out in the Grant Cover Sheet to which this Exhibit A: Grant Agreement Terms and Conditions is attached. The amount of Grant Funds is also set out in Exhibit B: Attachment I - Budget Summary.<sup>1</sup>
- 2. The administration of Grant Funds is set out in Section F. Fiscal Administration below.

**C. PROJECT LIAISONS**

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

California Air Resources Board:

Cynthia Armour  
Sustainable Transportation and Communities Division  
California Air Resources Board  
1001 I Street  
Sacramento, California 95814  
Phone: (279) 216-0772  
Email: [Cynthia.armour@arb.ca.gov](mailto:Cynthia.armour@arb.ca.gov)

Grantee:

Drew Wilson  
Planning Manager  
City of Fresno  
2223 G Street  
Fresno, CA 93706  
Phone: (559) 621-1464  
Email: [Drew.wilson@fresno.gov](mailto:Drew.wilson@fresno.gov)

#### **D. TERM; TERMINATION; AMENDMENTS**

1. **Term.** The Term of this Grant Agreement ("Term") commences the date this Grant Agreement is fully executed by authorized representatives of both Parties (the "Effective Date") and terminates on April 30, 2028 (the "Termination Date") unless terminated or canceled sooner per the terms of this Grant Agreement. The Grantee's performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties, provided all required proofs of insurance have been provided for each applicable task before it is performed.
2. **Project Deemed Complete.** Upon completion of the Project, the Grantee shall submit a draft Final Status Report to the CARB Project Liaison no later than four (4) months before the Termination Date pursuant to Section I of this Grant Agreement. The Grantee's performance shall be deemed complete on the date CARB approves the Final Status Report. A Final Status Report must be received by CARB no later than one (1) month before the Termination Date, and a final request for payment must be received by CARB no later than the Termination Date (See Section I of this Grant Agreement for additional details).
3. **Termination**
  - a. **Termination Without Cause by Grantor.** This Grant Agreement may be terminated at any time for any or no reason by CARB upon providing forty-five (45) days' advance written notice.
  - b. **Termination for Cause by Grantee.** Upon providing one hundred eighty (180) days' advance written notice to the Grantor, the Grantee may terminate this Grant Agreement if the Grantor has breached a material provision of the Grant Agreement.
  - c. **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 the Grantee's Representatives have breached any of the terms or conditions of this Grant Agreement or if CARB has determined, in its sole discretion, that any of the Grantee's Representatives have 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 or where Grant Funds are used.
    - i. **Non-performance (Breach) Provisions.** The Grantee agrees that the following is a non-exhaustive list of the circumstances that constitute Grantee non-performance (breach) under this Grant.

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These circumstances will be solely determined by CARB and include, but are not limited to:

1. Failure to comply with any of the provisions of the Grant, including Exhibits.
  2. Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
  3. Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
  4. Misuse of Grant Funds.
  5. Funding of ineligible activities or other items.
  6. Exceeding the allowable Grant Fund allotment.
  7. Insufficient, incomplete, or faulty documentation.
  8. Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
  9. Poor performance as determined by a review or fiscal audit.
- ii. **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:
1. Within fourteen (14) days of any request, timely develop and implement a corrective action plan.
  2. Immediately cease all work and spending, and notify all contractors, subcontractors, consultants, and employees to immediately cease all work and spending.
- iii. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information ("PII"), intellectual property, documents, information

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and data relating to performance, accounting, administration, contracting, and management of the Grant Funds, the Project, and the Program, as well as any other materials requested by CARB or as otherwise required by any of the provisions of this Grant.

- iv. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property, and other property transferred to another CARB-selected third-party administrator or designee.
  - v. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately cease all work and cease all expenditure of Grant Funds.
  - vi. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the 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 as defined in Exhibit B: Attachment I - Budget Summary, and no payment shall exceed the total authorized amount for the Grant Funds.
4. **Contingency Provision.** In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to use or make the 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 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.
5. **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

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under this Grant Agreement. No work may be initiated by the Grantee, nor will any funding be disbursed by CARB, for the specific component to which CEQA is applicable 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. **Amendments.** This Grant Agreement may only be amended by a written Amendment fully executed by authorized representatives of both Parties.

## **E. 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 and the Exhibits.

1. **Parties.**

- a. "Grantor" or "CARB" shall mean the California Air Resources Board.
- b. "Grantee" or "City of Fresno" shall mean the City of Fresno Department of Transportation/Fresno Area Express.

2. **California Air Resources Board.** CARB is responsible for the following:

- a. Participating in regular coordination meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
- b. Reviewing and approving all Grant Disbursement Request Forms and distributing Grant Funds to the Grantee.
- c. Reviewing and approving reporting, engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, Status Reports, and the Final Report.
- d. Reviewing and approving the Project Plan and all its components.
- e. Providing program oversight and accountability (in conjunction with the Grantee).
- f. Reviewing, evaluating, and auditing the Grantee's administration, management, collaboration, partnership, and/or oversight of or with any "Representative" or "Representatives" of Grant Funds (i.e., recipient, recipients, sub-grantees, contractors, subcontractors, vendors, suppliers, consultants, Sub-applicants, project team members, and Community



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Partners), including but not limited to written agreements and disbursement requests.

3. **The Grantee.** The Grantee is responsible for the following:

- a. Perform or cause to be performed, in a timely manner, all Project work as described in this Grant Agreement, as well as Exhibit B.
- b. Comply with all applicable requirements of statutes and regulations under federal and California laws.
- c. 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 the Grantee in the Grantee Application Package (Exhibit C) and as reflected in the RFA (Exhibit D).
- d. Require the Grantee's Representatives to meet all the aforementioned requirements, as applicable.
- e. The Grantee shall use best efforts and subject matter expertise in managing, overseeing, and implementing the Project. The Grantee's responsibilities include, but are not limited to, the following tasks:
  - i. Closely communicate with CARB any significant changes to Project implementation that would impact timely completion of the Work Statement (Exhibit B).
  - ii. Applying best efforts and industry best practices and standards, manage, oversee, and administer quality control and timely delivery of Project deliverables, ensuring that Representatives fulfill their obligations and responsibilities.
  - iii. Accomplish all of the other Grantee duties, responsibilities, and obligations set out in all other sections of this Grant Agreement.
  - iv. When requested, assist CARB with other aspects of program development and implementation that facilitate CARB's larger goal for emission reductions and equity considerations.
- f. **Public Outreach and Workforce Development**
  - i. As needed or upon CARB request, prepare outreach and educational materials, in consultation with CARB, necessary to educate the local community and public about the benefits of the Project.
  - ii. 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.

iii. Ensure high job quality<sup>2</sup> when hiring in relation to or for the benefit of the Project using Grant funds.<sup>3</sup> CARB reserves the right to determine whether job quality is sufficient for hiring funded through the Project. Factors commonly considered to evaluate job quality include, but are not limited to:

1. Local living wages.
2. Benefits provided (i.e., health insurance, paid leave, sick leave, childcare services).
3. Geographic accessibility, connectivity, and commute distance.
4. Job strain, schedule predictability, and flexibility.
5. Worker engagement and involvement.
6. Robust metrics to measure job progress beyond self-reporting (e.g., enrollment, completion, placement, career opportunities, and documentation of labor market advancement).
7. Working conditions and health risks.
8. Job retention or duration of employment.

#### **g. Data Collection and Processing**

- i. The Grantee shall collect, process, and analyze data in accordance with the Grant Agreement terms and, upon request, provide said data to CARB in a timely manner.
- ii. Keep all Project data in compliance with all privacy requirements as set forth in this Agreement and applicable laws.
- iii. Consult with and get CARB approval before the release of any

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<sup>2</sup> Offer local living wages, benefits, predictable scheduling, opportunities for advancement, geographic accessibility, good working conditions, and job retention. "Funding Guidelines for Agencies that Administer California Climate Investments." (p. 13) California Air Resources Board. August 2018.

<sup>3</sup> "Fiscal year 2022-23 Application Guidance." Planning and Capacity Building, Clean Mobility in Schools, and the Sustainable Transportation Equity Project. July 24, 2023.

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data that has been collected during the course of the Project.

- iv. Promptly respond to CARB's request for Project data.
- v. Promptly notify CARB if there is any request for Project data.
- vi. Document findings from the Project.
- vii. Coordinate with other CARB data collectors and processors, as requested by CARB.

## **F. FISCAL ADMINISTRATION**

### **1. Budget**

- a. The maximum amount of Grant Funds payable to the Grantee by CARB under this Grant Agreement is defined in Exhibit B: Attachment I - Budget Summary and the Cover Sheet to which this Exhibit A is attached.
- b. Under no circumstance will CARB reimburse the Grantee for more than the allowable amount of Grant Funds. A written Amendment pursuant to Section D.6 of this Grant Agreement is required whenever there is a change to the Grant Fund amount.
- c. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds if, by nine (9) months prior to the Termination Date, seventy-five percent (75%) of total project 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, Section D of this Grant Agreement shall apply.
- d. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds if, by six (6) months after Grant Agreement execution, the Grantee does not have agreements executed with all sub-grantees listed in Exhibit B: Attachment IV. In the event of such termination, Section D of this Grant Agreement shall apply.
- e. The CARB Executive Officer retains the authority to terminate or reduce the amount of Grant Funds if the Grantee or a sub-grantee terminates an existing agreement, at the time of termination the scope of work has not concluded, and the Grantee does not execute an agreement with a replacement sub-grantee within six (6) months. In the event of such termination, Section D of this Grant Agreement shall apply.
- f. Where the total disbursed amount of the Grant Funds is less than the allowable amount, CARB, in its sole discretion, may re-allocate the remaining amount to other Project uses within the Project Schedule

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and Budget, which may only be accomplished through a written Amendment to the Grant Agreement.

- g. Line-item shifts of up to ten percent (10%) of the total Grant Fund amount may be made over the life of the Grant, subject to prior written approval from CARB. Line-item shifts greater than ten percent (10%) of the total Grant Fund amount require a written Amendment to the Grant. Line-item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total Grant Fund amount. All line-item shifts must be approved by CARB in writing and included in the Grant folder. If the Grant is amended, said Amendment must be in writing and all line-item shifts must be included in the Amendment.
- h. No Grant Funds shall be used to purchase real property (buildings, land, etc.). No Grant Funds may be used to purchase equipment, vehicles, or computers that would be required to be returned to the State at the end of the Grant Term.
- i. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- j. Grant Funds not liquidated by the end of the Grant Term must be returned within fifteen (15) days of the end of the Grant Term. Expenditure of Grant Funds shall not be reduced due to any loss incurred in an insured bank or investment account.

## **2. Project Funding**

### **a. The Grant Disbursement Form (Form MSCD/ISB-90)**

- i. Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in Section F. Fiscal Administration. 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 III, demonstration that the requirements of Section F. Fiscal Administration have been satisfied, and any other associated deliverables (if applicable). Where consistent with applicable laws, CARB will have the sole discretion to accelerate the allowable timeline for disbursement of Grant Funds identified in Exhibit B: Attachment III necessary to assure the goals of the Program are met.

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- ii. The Grantee shall submit the Grant Disbursement Requests to CARB's Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov), with a CC to the CARB Project Liaison. Prior to submitting to the Accounts Payable Section, the Grantee will submit unsigned disbursement requests to the CARB Project Liaison to allow for a pre-review of the request. 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.
- iii. The Grantee shall not submit disbursement requests from May 1 through July 15 of each year. This will accommodate the Financial Information System for California (FI\$Cal) going offline for end-of-year closing.
- iv. 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, accomplished, are not valid per the budget, or are not reasonable; or that the Grantee has not met other terms or conditions of the Grant.
- v. The Chief of the Transportation and Land Use Planning Branch 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 Chief of the Transportation and Land Use Planning Branch, are not reasonable or do not comply with the Grant Agreement.
- vi. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
- vii. In every instance where a request for reimbursement is submitted for approval, the Grantee payment requests will be subject to the advance review and approval of an authorized representative of CARB. The following requirements also apply in each instance:
  1. Submit valid, true, and correct invoices justifying the payment requested. Invoices must reflect only actual costs incurred by the Grantee.

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2. Submit a Grant Disbursement Request Form (Form MSCD/ISB-90), including all documents required to be accompanied with said form.
  3. Submit all documentation demonstrating the cost of work completed in the following categories where such reimbursements are allowed: 1) direct labor costs (including total staff time and labor costs); 2) external consultant fees for completed work (where applicable); 3) printing, mailing, travel, and other outreach expenses; and 4) indirect costs.
    - a. Direct costs are actual costs incurred that are directly tied to the implementation of the project, including, but not limited to, personnel costs (i.e., hourly wage), subcontracts, equipment costs, and travel expenses. Profits, profit sharing, shareholder interest, bonuses, and personal taxes are not reimbursable as direct or indirect costs.
    - b. Indirect costs (also sometimes referred to as overhead, general, or administrative costs) mean actual costs incurred for services or activities that are not directly tied to a specific project objective but support a common or joint purpose. Allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent and centralized data processing not already identified or reimbursed as a direct cost. Profits, profit sharing, shareholder interest, bonuses, and personal taxes are not reimbursable as direct or indirect costs. Indirect costs shall not exceed one percent (1%) of the total CARB Grant Funds awarded.
  4. Provide any and all additional invoices and documentation requested by CARB.
- viii. CARB will withhold payment of up to one percent (1%) of the Grant Funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity

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reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of Grant Funds.

- b. **Eligible and Ineligible Costs are set out in Exhibit D: Request for Applications Package.**
- c. **Maintain Documentation of Grant Funds.** The Grantee must maintain all supporting documentation and accounting of Grant Funds requested, expended, transferred, held, or used, including all of the following:
  - i. Personnel records, including but not limited to timesheets and other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percentage of time staff devoted to Project implementation and administration.
  - ii. Consultant fees, including but not limited to consultant contracts and invoices. All consultant fees must be pre-approved by CARB. Fees expressly identified in the budget as a part of the Grantee Application Package are considered pre-approved by CARB.
  - iii. Printing, mailing, and travel expenses, including but not limited to receipts and/or invoices.
  - iv. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The State's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
  - v. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB or its designee. These records must be retained for a minimum of five (5) years after submittal of the final Program invoice to CARB.
  - vi. The above documentation must be provided to CARB upon request, in quarterly Status Reports and in the Final Status Report.



### 3. Suspension of Payments

- a. 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 or the Grant has been terminated. The Grantee will not be reimbursed for any expenditure incurred during the suspension. Upon issuance of the suspension order, the 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 may subject the Grantee to liquidated damages. The Grantee shall resume work only upon receipt of written instructions from CARB.
- b. If CARB rescinds the suspension order and does not terminate the Grant, CARB may, within its sole and absolute discretion, elect to reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the Grant.

### 4. Resource Contributions

- a. Resource contributions include both cash match and in-kind services.
- b. **Cash Match**
  - i. Cash match funding from the Grantee, if applicable, can only be used in two (2) ways:
    1. To reduce the cost of implementation; and
    2. At CARB's discretion, to support the CARB-approved Project and other activities deemed essential by CARB for the Project.
  - ii. The above documentation must be provided to CARB in the Status Reports.
- c. **In-Kind Services.** The Grantee is encouraged to contribute in-kind services to improve the Project's effectiveness. "In-kind services," for purposes of the Project, means payments or contributions made in the form of goods and services, rather than direct monetary contributions. Funds expended on in-kind services must meet all the requirements described in this Grant and must be documented in the Status Reports to CARB.

### 5. Advance Payments

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- 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 Program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.
- b. The Grantee acknowledges that CARB has finalized Advance Payment regulations, which became effective on January 1, 2021. The Grantee also acknowledges that additional advance pay provisions can be found in the California Government Code. The Grantee agrees that this Grant Agreement and all advance payment requests must comply with Section 11019.3 of the Government Code, as well as California Code of Regulations (C.C.R.), title 17, sections 91040 to 91044.
- c. Recognizing that appropriate safeguards are needed to ensure Grant monies are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to the Grantee if CARB determines ALL of the following conditions exist:
  - i. The Grantee has complied fully with Section 11019.3 of the Government Code.
  - ii. The advance payments are necessary to meet the purposes of the Project.
  - iii. The use of the advance funds is adequately regulated by this Grant and budgetary controls.
  - iv. The RFA for this Grant contained the terms and conditions under which an advance payment may be received consistent with this section.
  - v. The Grantee qualifies under applicable laws to receive advance pay, including but not limited to the following criteria:
    1. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the California Franchise Tax Board and United States Internal Revenue Service.
    2. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement.
    3. Submits a spending plan to CARB for review prior to receiving the advance payment.

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4. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state Grant programs.
  5. CARB shall consider the available fund balance when determining the amount of the advance payment.
  6. The Grantee reports to CARB any material changes to the spending plan within thirty (30) days.
  7. The Grantee may not issue advance payments to subrecipients or any other entity.
- d. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. The Grantee shall provide a money transfer confirmation within forty-five (45) calendar days upon the receipt of a notice from CARB.
  - e. The Grantee must complete and submit to CARB for review and approval an Advance Payment Request Form along with each Grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
  - f. The Grantee must also submit a certification to CARB pursuant to C.C.R., title 17, section 91043 for each advance payment request.
  - g. CARB may provide an advance of the direct Project costs of the Grant if the Project has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
  - h. The Grantee assumes all legal and financial risk of the advance payment.
  - i. The Grantee shall place funds advanced under this section in an interest-bearing account. The Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible Grant-related expenses as outlined in this Grant Agreement or will be returned to CARB.
  - j. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned on the advance payment and shall submit quarterly fiscal accounting reports consistent with Section I. Reporting.
  - k. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned on the advance payment by the

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Termination Date unless the term of this Grant Agreement is extended up to June 30, 2028 (the "Reversion Date") by Grant Amendment.

**6. Financial Records and Accounts**

- a. Fiscal management systems and accounting standards. The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of local, State, or federal law or this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the 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.
- b. For any Grant Funds paid in advance, the Grantee shall not commingle the Grant Funds account with any other accounts, revenues, grants, donations, or funds. The Grantee shall maintain all advance pay Grant Funds in separate bank accounts designated specifically for the purposes of carrying out the obligations of this Grant. The bank accounts must be held in the name of the Grantee (the official agency legal name), and no other person or entity. The advance pay 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 or any of its Representatives. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended.

**7. Earned Interest**

- a. "Earned interest" means any interest generated from any and all Grant Funds provided to the Grantee and held in an interest-bearing account.
- b. Interest earned by the Grantee must be reported to CARB. All interest income must be reinvested in the Project or Program in a manner approved by CARB. The Grantee is responsible for reporting to CARB everything that is funded with interest earned on Grant Funds.
- c. The Grantee must maintain accounting records (e.g., general ledger) that tracks interest earned and expended on Grant Funds, as follows:
  - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Project or Program.

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- 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 consistent with how it is calculated for the Grantee's other fiscal programs.
  - iv. Earned interest must be fully expended by the Termination Date unless the term of this Grant Agreement is extended up to the Reversion Date by grant amendment.
- d. 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 funded has been expended.
- e. The above documentation must be provided to CARB in the quarterly 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 the Grantee shall fully cooperate and comply with all such requests.

**8. Additional Remedies for Non-Compliance**

- a. Without limiting any of its other remedies, CARB may, for the 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, CARB, without limiting its other remedies, is entitled to repayment of all funds paid to the Grantee if the Grantee does not timely complete all Project Schedule and other tasks to the reasonable satisfaction of CARB.
- b. The Grantee understands, acknowledges, and agrees that failure to comply in whole or in part with Exhibit B (Statement of Work); with this Grant Agreement; or with applicable federal, State, and local 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. The Grantee understands, acknowledges, and agrees that the Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of the Grantee

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during the Term of the Grant Agreement and for the consecutive five (5) years following expiration, cancellation, or termination of the Grant Agreement, whichever occurs later.

**G. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS**

Per the terms and conditions of this Grant as set out herein above and below, the Grantee must provide CARB with documentation accounting for the proper expenditure and use of Grant Funds. The documentation must be provided upon CARB request, and in Status Reports submitted every three (3) months 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.

**H. PROJECT MONITORING**

**1. Meetings**

- a. 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.
- b. Review meetings: Meetings to discuss progress must be held monthly, beginning one (1) month after the initial meeting, unless otherwise determined by the CARB Project Liaison. Additional meetings may be scheduled by the CARB Project Liaison. Such meetings may be conducted in any manner deemed appropriate by the CARB Project Liaison.
- c. Site visits: Site visits shall be established by the CARB Project Liaison during the Term of this Grant.

**2. Monitoring**

- a. Any changes in the scope or schedule for the Project shall require the prior written approval of the CARB Project Liaison and may require a formal Grant Amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the Project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B: Attachment IV).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project

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Liaison that is needed to assess progress in completing tasks and meeting the objectives of the Project.

- d. 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 may require a formal Grant Amendment.

## **I. REPORTING**

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

- a. The Status Report provides a mechanism for the Grantee to validate the use of funding needed to implement the Program. The Grantee shall submit Status Reports fifteen (15) days after the end of every third month. The first Status Report must be submitted within fifteen (15) days of the end of Month 3 or when first requesting disbursement of funds, whichever is sooner. Status Reports may be submitted more or less frequently at the discretion of the CARB Project Liaison to align with disbursement requests.
- b. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for Status Reports.
- c. The Grantee acknowledges, understands, and agrees that any information contained in any Status Reports or other submissions provided by the Grantee or any of its officers, employees, agents, representatives, contractors, or subcontractors may be used by CARB or any of its third-party representatives to verify compliance with the provisions of this Grant Agreement. Furthermore, the 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.



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- d. The Grantee must provide Status Reports to CARB detailing Project activity, status of funds used, and current issues with administration or implementation. Status Reports shall contain, at a minimum:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and Grant ID.
  - ii. Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Exhibit B, Attachment II - Statement of Work.
  - iii. Statement of Work expected to be completed by the next Status Report.
  - iv. Notification of problems encountered and an assessment of their effects on the Project's outcomes and, if necessary, an updated Project timeline.
  - v. Status of any engagement, outreach, or education activities planned or conducted since the last Status Report, including status of related materials.
  - vi. Status of any Grant Funds disbursed to or held by the Grantee, including earned interest, and status of any resource contribution that has been used.
  - vii. Other data and analysis as requested by the CARB Project Liaison.
- e. 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 III.
- f. 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 Exhibit B: Attachment III.

**2. Annual Data Report and Other Data as Requested**

- a. The Grantee will track and report metrics such as, but not limited to, the data types outlined in the RFA on an annual basis. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Status Report.
- b. The Grantee must provide data in support of other CARB needs such as requests from legislators or the Governor's office, data reporting required by California Climate Investments, and other needs such as

regulatory development.

### 3. **Final Status Report**

- a. The Grantee must submit a draft Final Status Report to CARB within thirty (30) days of Project completion or no later than four (4) months before the Termination Date, whichever occurs sooner.
- b. The draft Final Status Report must include, at a minimum:
  - i. Total Grant Fund expenditures documentation (including but not limited to resource contributions).
  - ii. Overview of the Project as a whole from inception through the end of the Term, including background, partnerships, and funding sources.
  - iii. Summary of all funded tasks, Project milestones, and deliverables.
  - iv. Data collected from vehicles, facilities, and participants, compiled from all Quarterly Status Reports and Annual Data Reports.
  - v. Assessments of behavior change, vehicle miles traveled, access to key destinations, affordability, change in knowledge and acceptance of clean transportation options, and participant evaluations, including the results of any surveys conducted.
  - vi. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.
  - vii. Estimated GHG and other air pollutant emission reductions, as well as other co-benefits, provided or achieved by the Project.
  - viii. Implementation challenges, best practices, and lessons learned, including suggestions for future consideration for wider-scale implementation of the Program in other communities and other Program improvements.
  - ix. Earned interest.
  - x. Other data and analysis as mutually agreed upon between the Grantee and CARB.
- c. The Final Status Report must be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under Section P.2 of this Grant Agreement.

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- d. The draft Final Status Report must be submitted to CARB in an appropriate format agreed upon between the CARB Project Liaison and the Grantee.
- e. The Final Status Report must meet the requirements specified in this Grant.
- f. Upon approval of the draft Final Status Report by CARB Project Liaison, the Grantee shall submit to CARB an original executed (signed) Final Status Report (inclusive of all supporting documentation), plus an electronic version of same. The Grantee must provide the Final Status Report to CARB within ninety (90) days of CARB receiving the draft Final Status Report or one month before the Termination Date, whichever comes first.
- g. The Final Status Report must also contain the same signed statement set out in Section I.1.c) above.

**J. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee shall comply with all oversight responsibilities identified in this Grant Agreement.
2. 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.
3. The Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known substandard work; suspected or actual breach of any Representative agreement, fraud, misrepresentations, or abuse of funds; suspected or known violations of any Grant terms or conditions; and all misrepresentations and fraud carried out by the Grantee, any of the Grantee Representatives, or any third parties. The 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, including appropriately prosecuting or litigating any civil or criminal claims as determined necessary by CARB or its representative.

**K. PROJECT RECORDS**

1. The Grantee shall establish and maintain records of the Project. As further described below, by way of example but not limitation, Project records may include Grantee and Grantee Representative financial records, meeting records, insurance records, sub-agreements, timesheets, and deliverables

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outlined in Exhibit B. The Grantee shall:

- a. 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 (5) 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.
  - b. Remediate documents and webpages, as needed, to be ADA-compliant in accordance with the Web Content Accessibility Guidelines 2.0, or a subsequent version, as provided under Section P.2 of this Grant Agreement.
  - c. Develop a systematic process and schedule to back-up Project database(s) each day, at a minimum.
  - d. Develop and enforce security measures to safeguard Project database(s).
  - e. Provide data updates to CARB upon request, which could include all Project records.
  - f. Provide periodic data summaries to CARB, at CARB's request, outside of the normal data reporting process.
  - g. Provide Quarterly Status Reports and Annual Data Reports to CARB per the requirements in Section I. Reporting. Where requested by CARB, the Grantee will clarify, supplement, modify, or update its Status Reports.
  - h. Where necessary as solely determined by CARB, the Grantee shall support CARB's enforcement efforts, including the recapturing of funds and by providing CARB with any information, documents, data, or other materials needed to investigate or carry out such efforts.
  - i. 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.
2. Financial Records. Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:
- a. Establish an official file for the project, which shall adequately document

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- all significant actions relative to the project.
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project.
  - c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any.
  - d. Establish an accounting system which will adequately depict final total costs of the project, including Grant management costs.
3. Project Participant Records. The Grantee is required to establish and maintain participant records, which must include, at minimum:
- a. Project participant proposals (denied, approved, and removed).
  - b. Initial participant surveys and survey updates.
  - c. Unique identifier that links each project to its corresponding project and associated cost.
  - d. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals).
4. The Grantee shall retain a combined file for the Project containing:
- a. A copy of the fully executed Grant Agreement and exhibits, as well as any Amendments to the Grant Agreement, if applicable.
  - b. A copy of the Project Implementation Plan and all its parts.
  - c. Copies of the Grantee's Grant Disbursement Request Forms and associated back-up documentation.
  - d. Documentation of all expenditures, including timesheets and earned interest generation and expenditure (see Section F.7 for more information).
  - e. Written, digital and electronic (including email) communications between CARB and the Grantee, communications between the Grantee Representatives and the Grantee, and (where included or part of the communication) all communications between CARB and the Grantee Representatives.
  - f. Copies of all deliverables from the Grantee, except as otherwise determined by CARB, including but not limited to Quarterly Status Reports, Annual Data Reports, and the Final Status Report.

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- g. 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.
  - h. Data that has been collected during the implementation of the Project.
  - i. Any documents, files, or webpages that have been created to support the Project or Program.
  - j. Presentations, pamphlets, posters, videos, or other electronic media used to support the Project or Program.
  - k. Records, contracts, subcontracts, statements of work, work products, and invoices from or with the Grantee Representatives.
  - l. All other information that adequately documents all significant actions related to the Project.
5. All Project records must be retained for a period of five (5) years after termination or expiration of the Grant, 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 include hard drives and flash drives shall be provided. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
6. All Project records are subject to audit pursuant to the audit provisions of this Grant Agreement.

**L. INTELLECTUAL PROPERTY**

1. Any webpage(s), software, databases, project data, or other intellectual property developed, licensed, or purchased by the Grantee with any Grant Funds shall be transferred and permanently assigned to CARB or, at CARB's sole discretion, to a new third-party administrator/Grantee selected by CARB if the Grant Agreement is terminated, cancelled, or expires, or if the Grantee is replaced by a different grantee to manage the Project. It will be the Grantee's responsibility to immediately turn over this property and information to CARB no later than ten (10) business days prior to the termination, cancellation, or expiration of this Grant Agreement (whichever is sooner) and provide all reasonable and necessary assistance needed to ensure a smooth transition in accordance with the Project Transition Plan.

## M. GRANT ACKNOWLEDGEMENT

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for the project, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>4</sup> Below are specific requirements for acknowledgement.

The Grantee agrees to include the California Climate Investments funding boilerplate language and California Climate Investments and CARB logos on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The acknowledgement must read as follows: '[PROGRAM/PROJECT NAME] 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 when applicable, the Spanish translation acknowledgement must read as follows: '[NOMBRE DEL PROGRAMA/PROYECTO] forma parte de las Inversiones del Clima de California, una 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 California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison. The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the

<sup>4</sup> [California Climate Investments Media & Communications Guide](#)



collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



## **N. CONFIDENTIALITY AND DATA SECURITY**

1. 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. 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. Therefore:
  - a. Rights to Data: The Grantee acknowledges, accepts and agrees that as between the Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation, and materials shall remain the exclusive property of the Grantor, and the Grantee has a limited, non-exclusive license to access, and use said information solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by the Grantee or Grantee's Representatives is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data stored or transmitted by the Grantee or any of the Grantee Representatives for unrelated or commercial purposes, advertising or advertising-related purposes, or any other purpose other than security or service delivery analysis that is not explicitly authorized by the Grantor.
  - b. The Grantee certifies that it has appropriate systems and controls in place to ensure that the Project and Grant Funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.
  - c. Information or data, including but not limited to 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. During the Term, in the performance of any of

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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.

- d. The Grantee must ensure that the Grantee Representatives 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.
- e. The Grantee and the Grantee Representatives must adhere to all CARB confidentiality, disclosure, and privacy policies.
- f. If the Grantee suspects loss or theft of PII or other confidential information, the Grantee must report any lost or stolen PII, including all information, data, or equipment developed or collected pursuant to this Grant, to CARB immediately and report to State or federal officials where required by applicable laws.
- g. The Grantee must sign all non-disclosure and confidentiality agreements provided by CARB and shall require the Grantee Representatives that are supporting the Grant Agreement or are paid with any Grant Funds, in whole or in part, to do the same when requested by CARB.
- h. The Grantee agrees to immediately notify CARB, and, where required by applicable law, State or federal officials, 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. The 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 conduct its own independent investigation and that the Grantee shall cooperate fully in such investigations.
- i. The 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 the Grantee or any of its Representatives, 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

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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.

- j. If the Grantee believes disclosure of a confidential record or information may be required under the California Public Records Act, the Grantee shall first give CARB at least ten (10) calendar 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. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests. The 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.
- k. The Grantee assumes all responsibility and liability for the security and confidentiality of PII, sensitive and confidential information, and data under its jurisdiction or control.
- l. The Grantee certifies, represents, and warrants that:
  - i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect confidential, sensitive and PII data and information.
  - ii. The Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
    1. The California Information Practices Act (Civil Code Sections 1798 et seq.).
    2. 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;
    3. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and the Grantee's plan to correct any negative

findings shall be made available to CARB upon request.

4. 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 the Grantee's plan to correct any negative findings and implementation progress reports shall be made available to CARB upon request.
5. Privacy provisions of the Federal Privacy Act of 1974; and
6. 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 1075, 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.

## **O. INSURANCE REQUIREMENTS**

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

### **1. General Insurance Provisions**

- a. 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 (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal: The Grantee is responsible to notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other

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remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.

- c. Premiums, Assessments and Deductibles: The Grantee is responsible for any premiums, policy assessments, deductibles, or self-insured retentions contained within their insurance program.
  - d. Primary Clause: Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - e. Insurance Carrier Required Rating: All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - f. Endorsements: Any required endorsements requested by the State 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.
  - g. Inadequate Insurance: Inadequate or lack of insurance does not negate the Grantee's obligations under the Grant.
  - h. Use of Contractors, Consultants, or Subcontractors: In the case of the Grantee's utilization of contractors, consultants, or subcontractors to complete any part of the Grant scope of work, the Grantee shall include all contractors, consultants, and subcontractors as insureds under the Grantee's insurance or supply evidence of the contractor's, consultant's, or subcontractor's insurance to the State equal to the policies, coverages, and limits required of the Grantee.
2. **Grant Insurance Requirements.** The Grantee shall display evidence of the following on a certificate of insurance, which includes all the required endorsements, including additional insured endorsements and waiver of subrogation/right to recover 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:
- a. Commercial General Liability: The Grantee shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. Recipients shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per

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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 claim is made or suit is brought subject to the Grantee’s limit of liability. 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 “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- b. **Automobile Liability:** If the Grantee will be using vehicles to complete the Project or driving a vehicle onto State property, automobile liability insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Grantee shall maintain motor vehicle liability with limits of not less than \$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 Grantee shall maintain 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. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. 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 “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
  - i. In the event that the Fleet Owner maintains business automobile liability insurance, the insurance policy must name “the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds” by

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endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable.

- ii. By signing the Grant Agreement, the Grantee certifies that the Grantee and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two (2) ways:
- i. If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; OR,
  - ii. If coverage is endorsed to the General Liability policy, the insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

Either policy must name, by endorsement, "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of any recipient of CARB funds including any electric bikes and scooters in connection with any such work or operations." The endorsement must state the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- d. Workers Compensation and Employers Liability: The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer's liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
- e. Crime Insurance: Crime insurance requirements are negotiable at CARB's sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities

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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, California Air Resources Board. 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 "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- f. Non-Profit Organization with Volunteers Only (applicable to non-profit organizations only): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- g. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering 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 Grantee. 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 "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured



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endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.

- h. Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim and \$5,000,000 aggregate. 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 "the State of California, the California Air Resources Board, and each of its and their officers, agents, and employees as additional insureds" by an endorsement that states the names exactly as stated above in this Grant Agreement. A blanket additional insured endorsement is not acceptable. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must also be attached to the certificate.
- i. Self-insurance: If the Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.
  - i. Workers' Compensation - The Grantee will provide a copy of its Certificate of Consent to Self-Insure from the Department of Industrial Relations.
  - ii. 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.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior four (4) years has been at least \$500,000.

## **P. GENERAL PROVISIONS**

1. **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.

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2. **Americans with Disabilities Act (ADA) Language.** The 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 and/or its Representatives, 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 (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, 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 Work provided to CARB or the public in PDF format, the Grantee, along with its Representatives, 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. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of materials provided under this Grant Agreement.

The Grantee must bring into compliance any Work by the Grantee or its Representatives not meeting the Accessibility Requirements. If the 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 the Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. The 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 (1) year following delivery of the final deliverable under this Grant Agreement.

Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

3. **Assignment.** This Grant is not assignable, either 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.
4. **Assurances.** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of its Representatives that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

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5. **Audit.** The Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, 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. The 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 five (5) years after a funded incentive activity has concluded, whichever is later. The Parties may stipulate to a longer records retention period. The Grantee agrees to allow such CARB and other state designated representatives (including auditors) access to such records during normal business hours and to allow interviews of any and all Representatives who might reasonably have information related to such records. Furthermore, the Grantee agrees to include in all agreements with Representatives 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 Representatives in relation to performance or use of the Grant Funds under this Grant Agreement.
6. **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 the Party's behalf.
7. **Availability of Funds.** The Grantee acknowledges, agrees, and understands that the Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.
8. **CARB as Third-Party Beneficiary.** The Grantee and all Representatives acknowledge, agree, accept, and understand that CARB is a third-party beneficiary to all written Agreements entered into by or between the Grantee or Representatives and all third parties where Grant Funds are used for payments under such written Agreements.
9. **Compliance with Law.** The Grantee agrees that it will, at all times, comply with, and require its Representatives to comply with, all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements during the Term.
10. **Conflict of Interest.** 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

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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 \$10,000 or three (3) 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.)

For this reason, CARB officials, including but not limited to advisory body members, also 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.

Note that 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. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.

Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.

The Grantee certifies that it, along with its officers, directors, and employees, complies with applicable State and federal conflict of interest laws at the time it enters into this Grant Agreement and shall remain in compliance with all such laws during the Term of this Grant Agreement. The Grantee, and its officers, directors, and employees, may 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 Agreement. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with the Grant Agreement duties throughout the Grant Agreement Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant Agreement. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest that occur or may occur during the Grant Agreement Term.

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11. **Construction.** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
12. **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.
13. **Disadvantaged Communities.** The Grantee, for the purposes of this Program and the Project, 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>.
14. **Disputes.** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute between the 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 thirty (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.
15. **Electric Vehicle Charging Infrastructure and Equipment.**
  - a. Prior to executing agreements with the Grantee's Representatives, the Grantee must ensure the following requirements are included in all agreements pursuant to this Grant:
    - i. Prior to authorizing work, a Representative that is provided any funds to install electrical charging equipment for use by on-road transportation vehicles must require both of the following:
      1. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) 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

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will install electric vehicle charging infrastructure or equipment.

- ii. Evidence, such as Certification Numbers, is not required to be obtained by the Grantee if AB 841 requirements do not apply to a project.
  - iii. Prior to remitting payment to any project partner, the 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.
- b. All electric vehicle chargers and charging stations installed on or after January 1, 2024, must be compliant with recordkeeping and reporting standards as described in the California Energy Commission's (CEC's) regulations, developed under AB 2061 (Ting, Chapter 345, Statutes of 2022).
- i. Compliance includes:
    - 1. Compliance with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
    - 2. Compliance with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements.
    - 3. If there is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Grantee shall verify receipt by signing the disclosure.
    - 4. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four (4) or fewer dwelling units.
- c. The AB 841 and AB 2061 electric vehicle requirements do not apply to any of the following:
- i. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,

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- ii. 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
  - iii. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
- d. For infrastructure obtained with CARB funding that is not completely sited on the Grantee's owned property and obtrusive to property not owned by the Grantee, the Grantee will obtain and keep written approval from the property owner (including public agencies if relevant).
  - e. Infrastructure obtained with CARB funding will be maintained in good repair and in accordance with the manufacturer's recommended use and maintenance through the Grant Term.

16. **Entitlements and Regulatory Compliance.** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, 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.

17. **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 laws.

18. **Equipment/Vehicle Ownership.** Equipment, acquired by the Grantee or any of the Grantee's Representatives, is defined as having a useful life of at least one (1) year from the date of purchase, having an acquisition unit cost of at least \$5,000, and purchased with CARB funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements, or tools purchased, used, or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination, or expiration of this Grant Agreement, whichever

occurs first, and CARB shall solely determine the future use of all Equipment. Upon completion of the Grant Term, Equipment not requested for return to CARB shall be utilized by the Grantee for the benefit of the community the Grantee serves, without further involvement by CARB.

19. **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 the Grantee or any of the Grantee Representatives is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of the Grant Agreement or return of all Grant Funds. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.
20. **Force Majeure.** Neither CARB nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, 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 the Grantee invokes this clause, in which case the 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.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately recommence 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.



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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.

21. **Funding Prohibitions for Sectarian Purposes and Non-public Schools.** The Grantee may use or authorize the use of CARB-provided funds only in any 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 the 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 Grant Funds, or termination of this Grant Agreement or any other agreements.
22. **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. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
23. **Grantee's Responsibility for Work.** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of the Grantee's Representatives. The 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 any of the Representatives. CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.
  - a. Upon request, the Grantee will provide CARB copies of fully executed agreements with any and all Representatives. CARB may request them during, and for a period of five (5) years after the end of, the Grant Term and the Grantee agrees to provide them within thirty (30) calendar days of such request. For agreements that are listed as "to be determined" in the Budget, the Schedule, or elsewhere in any attachment to this Grant Agreement, the Grantee must submit a written justification to CARB, identifying the Representative and specific items of cost expected to be incurred by that Representative, which in each instance shall be subject to advance approval by CARB. In addition, the Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.

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- b. The Grantee is required, where feasible, to employ best contracting and procurement practices that promote open competition for all goods and services. The Grantee shall obtain price quotes from an adequate number of sources for all subcontracts.
- c. Upon request, the 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.
- d. The Grantee is responsible for handling all contractual and administrative issues arising out of or related to any agreements it enters into with any of its Representatives. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any of the Grantee's Representatives, and no agreement may relieve the Grantee of its responsibilities under this Grant Agreement. The Grantee is solely liable and responsible for the acts and omissions of its Representatives or persons directly or indirectly employed by any of them.
- e. The Grantee's obligation to pay its Representatives 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 of the Grantee Representatives. The Grantee is responsible for establishing and maintaining contractual agreements with and reimbursing each of the Grantee Representatives for work performed in accordance with the terms of this Grant Agreement.
- f. All agreements with the Grantee Representatives must, at a minimum, incorporate all of the following:
  - i. A clear and accurate description of the material, products, or services to be procured.
  - ii. A detailed budget and timeline.
  - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provisions for such sanctions and penalties as may be appropriate.
  - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.

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vi. Language conforming to all of the General Provisions of this Grant Agreement.

g. 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 termination.

**24. Indemnification.** The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, 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 its Representatives, 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.

**25. Independent Actor.** The Grantee and its Representatives, if any, in their/its 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.

**26. Nondiscrimination.** During the performance of this Grant Agreement, the Grantee, its Representatives, and each of their/its respective contractors, subcontractors, consultants, and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds. In addition:

a. During the performance of this Grant Agreement, the Grantee, its Representatives, and each of their/its respective contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall the Grantee, its Representatives, or any of their/its respective contractors, subcontractors, consultants, or agents refuse to

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hire or employ any person or refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g., family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.

- b. The Grantee, its Representatives, and their/its respective contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
- c. The Grantee, its Representatives, and their/its respective contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
- d. The Grantee, its Representatives, and their/its respective contractors, subcontractors, agents, and consultants 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.
- e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.
- f. The Grantee acknowledges, accepts, and understands that, pursuant to Gov. Code section 11136, whenever CARB has reasonable cause to believe that the Grantee or any of its contractors, subcontractors, consultants or agents has violated any of the provisions of Gov. Code section 11135 or section 12900 et seq., or any of the provisions of Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation

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adopted to implement these sections or Article 1 (commencing with Gov. Code section 12960) of Chapter 7 of the Government Code, then CARB will notify the Grantee or, where applicable, the contractor, subcontractor, consultant, or agent, of such alleged violations and will submit a complaint detailing the alleged violations to the Civil Rights Department for investigation and determination pursuant to Gov. Code section 12960 et seq.

- g. Furthermore, the Grantee acknowledges the existence and application of CARB's Civil Rights Policy found at <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

**27. Notice.**

- a. 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:
  - i. By delivery in person.
  - ii. By certified U.S. mail, return receipt requested, postage prepaid.
  - iii. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
  - iv. By electronic means.
- b. 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 (1) 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 C 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 C of this Grant Agreement.

- 28. No Third-Party Rights.** 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 as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation, or undertaking

established herein.

29. **Office of Foreign Asset Control.** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy, or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under programs that are not country-specific. These lists can be found at: <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Grantee represents, warrants, and agrees that neither the Grantee nor any of its Representatives are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the OFAC's SDN or other Lists. The property and interests in property of an entity that is fifty percent (50%) or more owned, whether individually or in the aggregate, directly or indirectly, by one (1) 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. 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>.
30. **Ownership.** All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third-party without CARB's advance written approval. Notwithstanding the above, in the event the Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, the Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.
31. **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.

32. **Prevailing Wages and Labor Compliance.** Where applicable, the Grantee agrees to be bound by and comply with all the provisions of California Labor Code including but not limited to Section 1771 et seq. regarding prevailing wages, and other provisions pertaining to recordkeeping and contractor/subcontractor registration. The Grantee agrees to monitor all agreements that are funded in whole or in part with Grant Funds to ensure that the provisions of California Labor Code Sections 1720-1861 are being met by the Grantee and all Grantee Representatives. The Grantee acknowledges, accepts, and agrees that wherever any public work (as defined in the Labor Code) is paid for in whole or in part out of public funds, then the Grantee and all Grantee Representatives must in all instances comply with the prevailing wage requirements as well as contractor and subcontractor registration requirements under the applicable provisions of the Labor Code. Failure to do so is a material breach of this Grant Agreement and may subject the Grantee and/or any of the Grantee Representatives to penalties and other violations imposed by the Department of Industrial Relations.
33. **Professionals.** The 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.
34. **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.
35. **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.
36. **Timeliness.** Time is of the essence in the performance of this Grant Agreement. The Grantee shall proceed with and complete all of its obligations under this Grant Agreement in a timely and expeditious manner.
37. **Total Agreement; Entirety.** 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.
38. **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

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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.



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## **EXHIBIT B: WORK STATEMENT**

[Attachment I - Budget Summary](#)

[Attachment II - Scope of Work](#)

[Attachment III - Timeline, Deliverables, and Budget Details](#)

[Attachment IV - Key Project Personnel](#)

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**Attachment I - Budget Summary**

Grantee: City of Fresno

Project: Environmental Justice and Transportation Equity in West Fresno

Grant Number: G23-STEP-03

	<b>Total Costs</b>
Direct Grant Management Costs (part of Task 1)	\$98,500.00
Indirect Grant Management Costs (part of Task 1)	\$50,000.00
Project Costs (all other Tasks)	\$5,058,500.00
	<b>Total Funding</b>
CARB Funds <sup>5</sup>	\$5,087,000.00
Resource Contribution	\$120,000.00
<b>Total</b>	<b>\$5,207,000.00</b>

## **Attachment II - Scope of Work**

Grantee: City of Fresno

Project: Environmental Justice and Transportation Equity in West Fresno

Grant Number: G23-STEP-03

### **Task 1. Grant Management**

Administer the various tasks of the project, including participation in meetings with CARB; development and implementation of the Project Plan; record keeping procedures; reporting procedures; and financial tracking and disbursements. Administer the various tasks of the project, including participation in meetings with CARB; development and implementation of the Project Plan; record-keeping procedures; reporting procedures; and financial tracking and disbursements.

#### 1.1. Conduct meetings and communicate with CARB staff.

1.1.1. Kick-off meeting: The Grantee's and sub-grantee's key project personnel (See "Attachment IV (Key Personnel)"), in collaboration with CARB, will plan, attend, and conduct a kick-off meeting with CARB staff within forty-five (45) days of the execution of the Grant Agreement, unless another timeframe is agreed upon by CARB. The kick-off meeting will be virtual unless otherwise noted by CARB. Topics for discussion may include, but not be limited to, the following:

- a. Upcoming project tasks, timelines, and milestones;
- b. Opportunities for synergy between project tasks;
- c. Content and format for quarterly reports, annual data collection, and final reports;
- d. Next steps for, and CARB review of, Project Plan and outreach and education materials;
- e. Schedule for ongoing coordination meetings; and
- f. Other items as necessary.

1.1.2. Continue coordination with CARB to discuss project status. Check-ins with CARB will be held monthly or quarterly, per CARB, and a final meeting will be held at the conclusion of the project. At minimum, the Grantee's key project personnel will participate in meetings with CARB staff. Other project partners may participate as needed or as requested by CARB. Meetings will be virtual unless otherwise noted by CARB. Additional meetings may be scheduled at the discretion of CARB.

Check-ins are the responsibility of the Grantee and should include:

- a. Agenda for the meeting with online meeting information provided

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- prior to the meeting;
- b. Discussion of project activities, deliverables, schedule, and milestones;
- c. Discussion of any difficulties encountered since the last project update;
- d. Concerns or questions requiring resolution from CARB;
- e. Notification of any pending disbursement requests; and
- f. Scheduling the next project coordination meeting.

1.2. Coordinate with all project partners, including sub-grantee and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the partnership structure. This must include:

- a. Executed agreements with all parties that will be compensated in return for specific work or information supplied as part of the scope of work;
- b. Regular communication with sub-grantee, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping CARB informed of progress on all projects, including those that are being led by the sub-grantee;
- c. Regular communication with all Community Partners in a mutually agreed upon format to share progress and receive feedback on project implementation and design;
- d. Accessible hybrid public meetings to share progress and receive feedback on project implementation and design;
- e. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project;
- f. Participation in the Clean Mobility Equity Alliance; and
- g. Coordination with other CARB projects (e.g., Access Clean California, Clean Mobility Options Voucher Pilot) where appropriate and as requested by CARB.

1.3. Develop the Project Plan. This plan will serve as a more detailed blueprint of the scope of the Grant overall. It is meant to be a useful tool for the Grantee, CARB, and other partners to plan, understand, and refer back to details of the work agreed upon. CARB must review and approve the plan before it is implemented. The Grantee, CARB, and the project partners should revisit the Project Plan consistently over the grant term and update as needed within the bounds of the Grant Agreement scope. This plan will include multiple parts, which, depending on the project types funded, may include but are not limited to:

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- a. Outreach and engagement plan;
- b. Data collection, evaluation, and reporting plan;
- c. Internal procedures, communication, and partnership structure plan;
- d. Vehicle acquisition plan;
- e. Individual project or service operations plans;
- f. Long-term sustainability plan.

1.4. Fulfill any needed project readiness requirements such as obtaining permits for charging infrastructure, obtaining encroachment permits, and ensuring sufficient electrical capacity at designated charging station sites.

1.5. Project records. Establish and maintain records on each aspect of project implementation. Report on and assess progress throughout project implementation via a combination of metrics defined by CARB and metrics defined by the Grantee and the community. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include better understanding the projects' impacts on behavior change, vehicles miles traveled, and equity.

- 1.5.1. For all projects, track and report metrics, such as, but not limited to, the data types outlined in the solicitation on an annual basis;
- 1.5.2. Participate in third-party research projects as requested by CARB;
- 1.5.3. Status Reports: Submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly but may submit more regularly if necessary to justify more frequent disbursements with prior approval from CARB. Status reports must follow a specific format and include specific topics as requested by CARB;
- 1.5.4. Final Report: The Final Status Report must be submitted within ninety (90) days of CARB receiving the draft Final Report or by the Termination Date, whichever comes first. A draft Final Status Report is due to CARB within thirty (30) days of Project completion or no later than four (4) months before the expiration of the Term, whichever occurs sooner. Final reports must follow a specific format and include specific topics as requested by CARB;
- 1.5.5. Identify participant data that is confidential and develop measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be

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kept confidential;

- 1.5.6. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum;
- 1.5.7. Develop and enforce security measures to safeguard project database(s);
- 1.5.8. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection;
- 1.5.9. Retain files during the term of the Grant Agreement plus three years after the Grant term expires; and
- 1.5.10. Transfer all project records to CARB once the project ends or five (5) years after the Grant term expires, whichever comes first.

1.6. Document, track, and report expenditures, including expenditures of State funds and resource contributions.

**Task 2. Community Engagement Efforts.**

Following project launch, efforts to address barriers to equity and adequately serve disadvantaged populations will be guided by a public outreach and community engagement campaign that prioritizes engagement of the hardest-to-reach populations.

In close partnership with the City of Fresno, Highway City Community Development, Inc. (HCCD), The City of Fresno Active Transportation Advisory Committee (ATAC), and the diverse group of Community Partners in West Fresno will spearhead engagement efforts and will implement a variety of outreach methods to ensure meaningful, continuous, and informative feedback from the community. The collection of these organizations will be referred to as the Community Engagement Team.

- 2.1. *Conduct surveys to ensure that the West Fresno STEP Project continuously meets community needs.* There will be at least one (1) survey, with additional surveys being conducted if necessary. Any surveys will be drafted in both English and Spanish, promoted by Community Partners, and collected, tabulated, and analyzed by the Community Engagement Team prior to project launch to inform High Intensity Activated CrossWalks (HAWK) pedestrian crossings, sidewalk locations, and bike rack placement. The survey, or surveys, will include in-depth questions about the community's mobility needs, demographics, disabilities, and

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any potential additional inputs. The survey, or surveys, will be distributed through various channels to ensure all members of the community have an opportunity to provide input. This will include, but not be limited to; paper, online, in-person, social media polls, and group exercises.

2.1.1. Develop a suite of materials to be utilized for raising project awareness and education in English, Spanish, Hmong, and Punjabi. Materials will be for all the different components of the project and will include surveys, webpage, meeting announcements, project fact sheets, and mailers.

2.2. *Host at least two (2) and up to five (5) focus groups at community destinations and collect summaries.* Each Community Partner has their own extensive network of locations and institutions that will host discussions focused on community members' mobility challenges, their experience with the active transportation improvements, and opportunities for project improvement. The Community Engagement Team will provide a summary of the main points of their focus group dialogues to City of Fresno staff for evaluation and incorporation of proposed improvements.

2.3. *Location Identification.* The identification of suitable locations for interventions constitutes a critical phase of the project. Interventions include installing HAWK pedestrian crossings, filling sidewalk gaps, and determining bike rack placements, as well as the selection of Urban Greening elements. The Community Engagement Team will prioritize areas based on residents' needs identified through Tasks 2.1 and 2.2, ensuring that selected locations are confirmed as feasible by the City of Fresno Public Works Department. To gather comprehensive input on proposed project locations, the Community Engagement Team will collaborate with local schools to host informative events. Soliciting feedback from residents regarding the most frequented paths for students and community members will be central to this process. The selection process will involve multiple iterations, with at least two (2) rounds of narrowing down the final locations. This iterative approach ensures that chosen sites for all improvements align closely with community preferences and logistical considerations.

2.4. *Local Design Contest.* The Community Engagement Team will lead the development of a design contest aimed at encouraging residents to create locally themed bike racks, infusing a unique character into the project. To ensure broad participation, the Community Engagement Team will actively involve the community through a workshop at the HCCD Community Center, a robust social

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media campaign, participation in community events, integration into school arts programs, and strategic distribution of outreach materials. These efforts aim to engage residents of all ages, fostering creativity, ownership, and pride in the project while contributing to its success and impact on the local community.

2.5. *Community Education.* In collaboration with Community Partners, the Community Engagement Team will develop educational materials aimed at educating both drivers and pedestrians on the operation and significance of HAWK pedestrian crossings. These materials will highlight the new bike racks and sidewalk locations, emphasizing their role in enhancing pedestrian safety and community connectivity. The educational materials will be disseminated through printed formats and social media platforms, comprising a set of informative pieces designed to raise awareness and promote safe usage of the pedestrian crossings.

2.6. *Hold public launch events including: a launch event for the unveiling of new sidewalks and bike racks, and ribbon cutting for each HAWK crossing installation.* The objective of the launch events will be to highlight safety improvements and generate community interest. The Community Engagement Team will invite residents to the launch events through local media outlets (e.g., KMPH Fox 26, ABC30, and Univision television stations, The Fresno Bee, the Fresno Community and Economic Development Partnership (CEDP), etc.); the social media platforms and newsletters of the City of Fresno, FAX, and the Community Partners; City Council Offices; local school districts; senior centers; and other community-based organizations. The Mayor of the City of Fresno and local city council members will be invited to attend.

2.6.1. *Bike Giveaway.* An engaging bike education and giveaway event will be organized in collaboration with BPAC and HCCD once the bike racks are installed. This event will feature a bike rodeo, educational sessions, and the distribution of twelve (12) of more bike accessories, sets of safety equipment, and bikes to community members, promoting bicycling as a sustainable transportation choice in West Fresno.

2.7. *Canvass at local seasonal events such as farmers markets, school events, community health workshops, etc.* This ongoing outreach will involve tasks such as distributing surveys from Task 2.1; presenting maps illustrating the planned HAWK crossings, bike rack placement, and sidewalk locations.

2.8. *Data, Evaluation, and Reporting from Community Partners.* The Community Engagement Team will be responsible for collecting and evaluating community



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input through the various mechanisms outlined in Task 2. The Community Engagement Team is the voice of the community and therefore will be responsible for digesting and evaluating community feedback and reporting it back into the established feedback loops to ensure project improvement.

**Task 3. West Fresno Active Transportation Projects.**

The Grantee is taking the initiative to enhance pedestrian and active transportation infrastructure across West Fresno, with a focus on facilitating transit accessibility and bolstering safety. This effort encompasses a range of projects, such as the implementation of HAWK pedestrian crossings to allow pedestrians to cross the road safely; sidewalk improvements; and bike rack installation at the HCCD Community Center and throughout the project area to support biking in the community. The Grantee will obtain all permits through the Capital Development Department. The permits will be applied for within six (6) months after the locations for the improvements are identified and are expected to be approved within approximately ninety (90) to one hundred eighty (180) days. Following this timeline, construction is estimated to commence approximately fourteen (14) to sixteen (16) months after the start of the project. The combined impact of these active transportation projects (ATP) is designed to create a more pedestrian-friendly and transit-oriented environment, ultimately resulting in improved mobility, safety, and well-being for people of all ages in West Fresno.

3.1. HAWK Pedestrian Crossings: The introduction of a minimum of one (1) and up to three (3) HAWK pedestrian crossings is a pivotal aspect of this project, aimed at enhancing pedestrian safety and simplifying road crossing for residents, with a particular emphasis on school-aged children and their caretakers. The strategic placement of these HAWK pedestrian crossings will ensure a safe passage for pedestrians, further bolstering safety for residents who rely on active transportation methods, such as walking and biking.

3.1.1. *Release RFP for Final Design and Construction.* Following the identification of suitable locations, the City will release a Request for Proposal (RFP) for the final design and construction of the HAWK pedestrian crossings. Contracts awarded for this purpose will adhere to the City's Project Labor Agreement and work will not begin until all required permits have been received.

3.2. Sidewalks: Another integral component of the project is the expansion of sidewalks, with plans to extend 4,000 to 8,000 linear feet of sidewalks, as well as curb, gutters, landscaping, and shade trees within the project area.

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The addition of sidewalks will provide residents with dedicated pedestrian pathways, promoting walkability and encouraging active transportation methods. This initiative's primary goal is to create a more pedestrian-friendly environment, especially beneficial to low-income and disadvantaged communities for whom walking is a primary mode of transportation.

3.2.1. *Release RFP for Construction:* Once suitable locations are identified, the City will release an RFP for the construction of the sidewalks. These contracts will adhere to the City's Project Labor Agreement and work will not begin until all required permits have been received.

3.3. *Bike Racks Creation and Installation.* To further promote biking as a sustainable mode of transportation, the project includes the installation of ten (10) to twenty (20) bike racks at the HCCD Community Center and throughout the project area. These locally themed bike racks will offer secure and convenient parking spots for residents' bicycles, encouraging more people to choose biking as a sustainable means of transport. The overarching goal is to reduce car usage, contributing to a cleaner and more sustainable transportation ecosystem in West Fresno.

3.3.1. *Hire Local Fabricator and Install Bike Racks:* The project will identify and employ a local fabricator, such as Lehman's Manufacturing Company and Blast Tech, to bring the bike rack designs to life, further supporting the local economy. The bike racks will be installed by the City of Fresno's Public Works Department.

3.4. *Urban Greening:* This component involves collaborating with local organizations such as Tree Fresno to guide tree selections, develop diverse plant palettes, and highlight community benefits. The design of tree placements will prioritize City property, ensuring optimal placement and maintenance. Careful tree selection considers climate, soil, and aesthetics to provide shade, improve air quality, and enhance the neighborhood's visual appeal. Diverse plant palettes, focusing on installing native and drought-tolerant plants, complement chosen trees, creating cohesive landscapes. Examples of the types of urban greening that may be considered include trees, bioswales, and other native vegetation. Educational materials developed in Task 2.5 will emphasize the benefits of urban greening, promoting community health,

City of Fresno - Environmental Justice & Transportation Equity in West Fresno - G23-STEP-03

sustainability, and overall well-being. The goal is to create a greener, more resilient community prioritizing environmental stewardship and resident welfare. By improving shade, air filtration, and creating a noise barrier, urban greening can enhance walkability and non-auto circulation. Maintenance of the urban greening improvements will be added to the City's standard maintenance plan.

3.4.1. *Release RFP for Construction:* Once suitable locations are identified, the City will release an RFP for the installation of the Urban Greening Elements and associated infrastructure. This will be included with the sidewalk construction RFP. These contracts will also adhere to the City's Project Labor Agreement and work will not begin until all required permits have been received.

3.5. *Ongoing Reporting.* The City will be responsible for tracking and reporting on outcomes to determine effectiveness of the ATP work. This reporting includes key performance indicators such as collision and injury rates within the project area, pedestrian and bicyclist counts, public perception and satisfaction, etc. A summary report of key performance indicators will be prepared for inclusion in the Final Status Report.

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**Attachment III – Timeline, Deliverables, and Budget Details**

Grantee: City of Fresno  
 Project: Environmental Justice and Transportation Equity in West Fresno  
 Grant Number: G23-STEP-03

<b>Task #</b>	<b>Approximate Start Date</b>	<b>Approximate End Date</b>
<b>Task 1</b>	September 27, 2024	April 30, 2028 (Grant ends)
<b>Task 2.1</b>	October 15, 2024	January 15, 2025
<b>Task 2.2</b>	November 15, 2024	March 31, 2025
<b>Task 2.3</b>	October 15, 2024	March 31, 2025
<b>Task 2.4</b>	October 15, 2024	July 1, 2026
<b>Task 2.5</b>	October 15, 2024	April 30, 2028 (Grant ends)
<b>Task 2.6</b>	March 31, 2027	April 30, 2028 (Grant ends)
<b>Task 2.7</b>	October 15, 2024	April 30, 2028 (Grant ends)
<b>Task 2.8</b>	November 15, 2024	April 30, 2028 (Grant ends)
<b>Task 3.1</b>	May 1, 2025	April 30, 2028 (Grant ends)
<b>Task 3.2</b>	May 1, 2025	April 30, 2028 (Grant ends)
<b>Task 3.3</b>	May 1, 2025	April 30, 2028 (Grant ends)
<b>Task 3.4</b>	May 1, 2025	April 30, 2028 (Grant ends)
<b>Task 3.5</b>	November 15, 2024	April 30, 2028 (Grant ends)

City of Fresno - Environmental Justice & Transportation Equity in West Fresno - G23-STEP-03

<b>Task #</b>	<b>Task Description</b>	<b>Expected Start Date</b>	<b>Expected End Date</b>	<b>Deliverables</b>	<b>CARB FY 23 GGRF Funds</b>	<b>Resource Contribution</b>
<b>1</b>	<b>Grant Management</b>	Month 1	Month 44	Quarterly Status Reports, Project Plan, agreements with Sub-grantees and Community Partners, meeting records, expenditure tracker, Annual Data Reports and other info requested, and Final Status Report.	\$148,500	\$0
<b>2</b>	<b>Community Engagement Efforts</b>					
2.1	Conduct Surveys	Month 2	Month 5	Documentation of outreach and engagement conducted, which may include survey results, data collected, agendas, sign-in sheets or participant lists, photos, and handouts/flyers.	\$15,000	\$10,000
2.2	Focus Groups	Month 3	Month 7	Documentation of outreach and engagement conducted, which may include survey results, data collected, agendas, sign-in sheets or participant lists, photos, and handouts/flyers.	\$30,000	\$25,000
2.3	Location Identification	Month 2	Month 7	Materials used to gather input on proposed intervention locations, including but not limited to a feedback summary and map. Documentation of outreach and engagement conducted, which may include survey results, data collected, agendas, sign-in sheets or participant lists, photos, and handouts/flyers.	\$24,000	\$0

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2.4	Local Design Contest	Month 2	Month 25	Copy of contest submissions, including winning design. Documentation of outreach and engagement conducted, which may include survey results, data collected, agendas, sign-in sheets, attendance estimates or participant lists, photos, and handouts/flyers.	\$5,000	\$0
2.5	Community Education	Month 2	Month 44	Documentation of outreach and engagement conducted, which may include survey results, data collected, agendas, sign-in sheets, attendance estimates or participant lists, photos, and handouts/flyers.	\$3,000	\$5,000
2.6	Launch event	Month 31	Month 44	Documentation of outreach and engagement conducted, which may include survey results, data collected, agendas, sign-in sheets, attendance estimates or participant lists, photos, and handouts/flyers.	\$30,000	\$0
2.7	Canvassing	Month 2	Month 44	Documentation of outreach and engagement conducted, which may include survey results, data collected, agendas, sign-in sheets, attendance estimates or participant lists, photos, and handouts/flyers.	\$8,000	\$0
2.8	Data, evaluation and reporting	Month 3	Month 44	Summary of community input included in status reports and other data upon request.	\$5,000	\$0

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3	Bikeway Supporting Infrastructure				CARB Funds	Resource Contribution
3.1	HAWK Signals	Month 9	Month 44	Project plan, implementation, and documentation of installation, which may include photos.	\$2,124,000	\$30,000
3.2	Sidewalks	Month 9	Month 44	Project plan. Construction of sidewalks and pedestrian supportive infrastructure. Documentation of installation, which may include photos.	\$2,146,500	\$30,000
3.3	Bike Racks	Month 9	Month 44	Contract or documentation of purchase with company providing this service. Site plan. Documentation of installation, which may include photos and site plans.	\$28,000	\$10,000
3.4	Urban Greening	Month 9	Month 44	Permits, and/or contract with company providing this service. Implementation of landscaping enhancements. Documentation of installation, which may include photos and site plans.	\$290,000	\$ 10,000
3.5	Reporting	Month 3	Month 44	Summary of community input included in status reports and other data upon request.	\$230,000	\$0
<b>Total</b>					<b>\$5,087,000</b>	<b>\$120,000</b>

**Attachment IV - Key Project Personnel**

Grantee: City of Fresno

Project: Environmental Justice and Transportation Equity in West Fresno

Grant Number: G23-STEP-03

<b>Role and Name of Entity</b>	<b>Personnel Name and Title</b>	<b>Expected Duties</b>
Grantee - City of Fresno - Department of Transportation	Drew Wilson, Planning Manager	Grant Management
Grantee - City of Fresno	Linda Taylor, Administrative Manager	Fiscal and Grant Reporting Support
Grantee - City of Fresno	Stephanie Pearl, Community Coordinator	Outreach and Education
Grantee - City of Fresno - FAX	Jill Gormley, Assistant Director of Public Works	Grant Management
Sub-grantee - Highway City Community Development, Inc	April Henry, Executive Director and CEO	Outreach and Education
Community Partner - Centro La Familia Advocacy Services	Margarita A. Rocha, Executive Director	Outreach and Education
Community Partner - Every Neighborhood Partnership	Andrew Feil, Executive Director	Outreach and Education
Community Partner - Fresno Interdenominational Refugee Ministries	Paula Cha, Program Manager	Outreach and Education
Community Partner - The Jakara Movement	Naindeep Singh, Executive Director	Outreach and Education
Community Partner - Reading and Beyond	Sandra R. Flores, CEO	Outreach and Education



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**EXHIBIT C: GRANTEE APPLICATION PACKAGE**

CARB will include selected portions of the Grantee's Full Phase application in this section.

# Clean Mobility in Schools and the Sustainable Transportation Equity Project FY 2022-23 Request for Applications

## APPENDIX B: Full Phase Application Template

**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More information: <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

## FY 2022-23 CMIS and STEP RFA – APPENDIX B

The California Air Resources Board (CARB) requires applications to be accurate, and Lead Applicants are strongly encouraged to ensure their applications are brief and clear. If a project is selected for funding, the application will be incorporated into the grant agreement and sections of it may be added into the body of the grant agreement. Applications will be considered a promise to perform actions in a specific project and are not considered a starting place to begin negotiations on the project's final scope.

**Instructions:** Complete the Application Template below to apply for Clean Mobility in Schools (CMIS) or the Sustainable Transportation Equity Project (STEP). Refer to the Request for Applications (RFA) for more information. All sections of the template must be completed, all statements requiring signature must be signed and dated, and all required components must be included for the application to be scored.

When a Lead Applicant is informed that they have moved on to the Full Phase application, they will receive a link to the Kiteworks platform from CARB. This link will be unique to each Lead Applicant. Lead Applicants must upload their signed Full Phase application and all components listed in the Application Checklist electronically to Kiteworks no later than **11:59 pm (Pacific Time) on November 3, 2023 (the Full Phase Deadline)**. No oral, telephone, facsimile, mailed, or e-mailed applications will be accepted. Lead Applicants may upload drafts to Kiteworks in advance of the deadline but must delete any documents they do not wish to submit as part of their Full Phase application by the Full Phase Deadline. CARB will not begin review of the Full Phase applications until November 4, 2023.

Applications uploaded after the Full Phase Deadline will be rejected and not scored. Lead Applicants are encouraged to upload applications in advance of the deadline to avoid delays due to technical difficulties. CARB will not accept applications uploaded after the deadline for any reason.

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are available to provide tailored support to each Applicant based on their needs. The technical assistance providers will reach out to each Lead Applicant invited to apply based on their Concept Phase application.

CARB will hold two Question & Answer sessions during the Full Phase to help answer potential Applicants' questions. See the section "Q&A sessions" in the RFA for more details.


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**1. Cover Page**

Print clearly or type all information on this application.

1. Project Name: <b>Environmental Justice and Transportation Equity in West Fresno</b>
2. Organization Name: <b>City of Fresno, Department of Transportation/Fresno Area Express (FAX)</b>
3. Type of Organization: <b>Public Agency</b>
4. Contact Name and Title: <b>Drew Wilson, Planning Manager</b>
5. Person with Contract Signing Authority (if different from above): <b>Gregory A. Barfield, M.A., Interim Director</b>
6. Mailing Address and Contact Information: Street: <b>2223 G Street</b>
City, State, Zip Code: <b>Fresno, CA 93706</b>
7. Phone: <b>559.621.1464</b>
8. Email: <b>drew.wilson@fresno.gov</b>
9. <input checked="" type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.

The undersigned declares that he or she is an official/agent of responding Lead Applicant and Sub-applicants and is empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant (and Sub-applicants and Project Teams). The undersigned hereby represents, warrants, certifies and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements and/or other legal consequences.

Printed Name of Responsible Party: <b>Gregory A. Barfield</b>	Title: <b>Assistant City Manager</b>
Signature of Responsible Party: 	Date: <b>November 2, 2023</b>

**Third Party Certification** (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of Funding to Third Party:

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## 2. Application Checklist

Use this section to check that all required application components have been included and will be submitted to CARB. All components in the table below are required for the application to be scored.

Application Component	Included? Yes/No
Completed Application Template (including signed Cover Page and Section 17)	Yes
Letters of Commitment and Support Attachments	Yes
Scope and Timeline Attachment	Yes
Budget Attachment	Yes
Readiness Documentation Attachments	Yes

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### 3. Eligibility Requirements

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met. CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	Eligibility Requirements	Yes/No/N/A
Overall	Have all sections of the Application Template been completed and does the application include all required components listed in the Application Checklist in the Full Phase Application Template?	Yes
Overall	Was the application uploaded to Kiteworks by the Full Phase Deadline?	Yes
Concept Phase Application Updates and Confirmation (Section 4)	Do any updates made to the Concept Phase application still meet the Concept Phase eligibility requirements and result in a minimum score of 70% based on the Concept Phase scoring criteria?	Yes
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects located within disadvantaged or low-income community census tracts within the Project Community?	Yes
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects from the categories listed in Tables 4 and 5 above?	Yes
Budget (Section 10)	Does at least 5% of the total proposed budget fund data collection, evaluation, and reporting?	Yes
Budget (Section 10)	Is no more than 1% of the total requested funds set aside to cover indirect costs?	Yes
Project Benefits (Section 11)	For any shared mobility projects, does the average minimum occupancy per vehicle meet the requirements outlined in Table 6 above? (N/A for applications that do not include shared mobility projects.)	Yes
Readiness (Section 12)	Does the Lead Applicant confirm that proposed infrastructure installations are eligible for CEQA exemption and agree to comply with the CEQA documentation requirements, where applicable?	Yes
Readiness (Section 12)	Does documentation confirm that any applicable site control and permits have or will be met before the relevant project is scoped to start, where necessary?	Yes
Data Collection, Evaluation, and Reporting (Section 13)	Do Applicants agree to comply with all data requirements listed in the application materials, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB?	Yes

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#### 4. Concept Phase Application Updates and Confirmation

Confirm whether the responses submitted in the Concept Phase application are still accurate. If they need to be updated, describe any updates that have been made. This section will be used to confirm that any updates to the Concept Phase application still meet eligibility requirements and score at least 70% according to the Concept Phase eligibility requirements and scoring criteria. This section will also be used as background information when scoring the Full Phase application.

<b>Concept Phase Application Section</b>	<b>For each section of the Concept Phase application, if no updates need to be made, write "No updates" below. If updates do need to be made, describe those updates below.</b>
Section 4. Funding Request	Updated costs for community outreach and microtransit.
Section 5. Timeline	No updates
Section 6. Project Community	No updates
Section 7. Applicants and Partnership Structure	No updates
Section 8. Project Descriptions and Transportation Equity	No updates

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### 5. Application Summary and Community Vision

Briefly summarize the overall application. Include a high-level description of the Project Community, the proposed projects, and how these projects will work together to achieve the community’s vision of transportation equity. This response will be posted publicly on CARB’s website and will be used as background information when scoring the Full Phase application. *(Maximum 1,000 characters)*

Input response below:
<p>The City of Fresno Transportation Department is embarking on a transformative project to advance transportation equity in West Fresno for low-income and minority communities living in the Three Palms Mobile Home Park and transitional housing locations. This area has been historically separated from the rest of the city by major highways and railroad tracks (including future High Speed Rail) and systematically excluded from public transit, leading to significant challenges in reaching essential services safely. Working closely with community partners and drawing on city data, the City proposes two key initiatives: a zero-emission microtransit service, and active transportation projects including sidewalk rehabilitation, installation of HAWK pedestrian crossings, and bike racks. The project will promote environmental justice, economic mobility, and equitable access in West Fresno by addressing the unique challenges faced by disadvantaged residents and creating a more connected community.</p>



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## 6. Applicants

Follow the instructions below. These responses will be scored.

- A. Outline the roles and responsibilities of each Lead Applicant and Sub-applicant. Describe why, through relevant expertise, experience, and skillsets, the Lead Applicant and each Sub-applicant is suited for their identified role and how, as a whole, they have the necessary qualifications to complete the projects. *(Maximum 3,000 characters)*

<p>Input response below. Include the name of any relevant attachments:</p> <p><b>Lead Applicant: The City of Fresno.</b> The City's Transportation Department houses Fresno Area Express (FAX), which manages transit services with 18 fixed routes, 120 buses, and 287 drivers. FAX is the largest transit provider in California's Central Valley, with 10.5 million annual boardings pre-COVID. FAX, in collaboration with the City's Department of Public Works (DPW) and community representatives, has conducted multiple planning exercises that will inform project implementation including the Active Transportation Plan, the West Area Neighborhood Specific Plan, and the Three Palms and Mobile Home Park Community Transportation Needs Assessment. The City will oversee project coordination, contractual matters, and reporting, bringing an understanding of local infrastructure, public transit operations, and established communication channels to boost ridership.</p> <p><b>Sub-Applicant: Highway City Community Development, Inc. (HCCD)</b> HCCD is a community-based organization focused on improving the lives of residents in West Fresno (west of Highway 99), particularly those with resource limitations and mobility challenges. Having served the community for 40 years, HCCD recently opened a community center with a multi-purpose space to hold community and cultural events. HCCD will be the primary outreach and engagement organization, working closely with the Community Partners to ensure community needs continuously inform the project. The Center parking lot will provide space for microtransit vehicle storage and charging stations.</p> <p><b>Sub-Applicant: Via Transportation as Tidewater Transit, LLC. (Via)</b> Via is a private entity and leader in microtransit solutions. Via was established in 2012 with a mission to build software and deliver operations that power the world's most convenient and efficient public mobility solutions. Via has a strong presence in California, with 70 staff and 50 partnerships with public and private entities statewide. Via will implement the microtransit service in West Fresno (FAX-Go), including sourcing vehicles, managing drivers, and overseeing daily operations.</p> <p><b>Community Partners: Centro La Familia Advocacy Services (CLFA), Every Neighborhood Partnership (ENP), Fresno Interdenominational Refugee Ministries (FIRM), the Jakara Movement, and Reading and Beyond.</b> The Community Partners represent a diverse cross-section of the West Fresno community, representing Latino, Sikh, refugee and interdenominational groups. CLFA supports families and individuals throughout Fresno; ENP connects churches and partners to serve the community;</p>
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- B. Provide documentation of each Applicant’s commitment to furthering equity and environmental justice. Describe each Applicant’s relationships with Community Partners and representatives. Provide documentation and describe the outcomes of past work with Community Partners and representatives. *(Maximum 3,000 characters)*

<p>Input response below. Include the name of any relevant attachments:</p> <p>FAX is deeply committed to equity in transportation, serving a diverse community with many low-income riders and households without access to vehicles. FAX prioritizes accessibility, affordability, safety, and clear communication; community engagement and equity partnerships are integral to its mission. Moreover, FAX actively supports environmental sustainability through zero-emission bus procurements and improved infrastructure, showing a dedication to enhancing air quality and public health. FAX is taking significant steps to reduce environmental impact while promoting geographic equity and an inclusive transit system.</p> <p>HCCD is committed to breaking down barriers to inclusion and equity in West Fresno. With its Teague Community Resource Center, HCCD staff direct individuals to appropriate services focused on education, health, housing, and economic development. HCCD represents a community that is 61% LatinX/Hispanic, 16% Asian, 13% Caucasian, and 8% Black, with 29.3% of children in poverty and 70% of census tracts showing food insecurity. HCCD holds regular outreach events, children camps, health fairs, and interactive community sessions that foster unity across the diverse community. HCCD also has three co-tenants in the center including Centro La Familia, a Fresno County Library branch, and a parent engagement team for Central Unified School District, ensuring cohesive services.</p> <p>While community engagement will be led by the Community Partners, the City has extensive experience conducting community outreach, and Via has experience developing comprehensive programs such as payment options for unbanked riders to ensure those with the highest barriers to entry are able to ride microtransit.</p> <p>Via is deeply committed to advancing equity, environmental justice, and community participation in its microtransit partnerships, proactively tracking indicators below:</p> <ul style="list-style-type: none"> <li>- Equity: Across Via's US services, 80% of riders make less than \$50k per year and 50% make less than \$25k. Via's understanding of these riders, who use Via services to find and maintain employment, shop for groceries, and transport families, informs Via's approach to designing effective transit. Via's Data Science team recently determined that in communities served by Via, the number of jobs accessible by public transit increased by 46% after microtransit was introduced.</li> <li>- Environmental Justice: Via has quantified how microtransit impacts emissions and congestion. 40.8% of Via-powered microtransit rides have replaced trips previously served by private vehicles, and microtransit helped reduce overall emissions by 4,853 tons - a 35.2% decrease.</li> <li>- Community Partners: Across all Via services, our Community Engagement team is committed to partnerships with local organizations. This past year, Via has been working with the Fresno Council of Governments to conduct a microtransit feasibility</li> </ul>
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## 7. Partnership Structure

Expand on the description provided in the Concept Phase application about how the partnership structure has been or will be created to accurately represent the Project Community. Describe the governance and decision-making structure of the partnership, including how the structure prioritizes decisions made by Community Partners and other community residents. Describe the legal and financial structure of the partnership, including who is contracting with whom and how the Lead Applicant will procure, contract with, and pay Sub-applicants and Community Partners. Finally, describe how the partnership structure will address power dynamics and potential inequities that may exist between partners. Lead Applicants may submit diagrams that demonstrate the partnership structure as attachments, but this is not required.

This response will be scored. (Maximum 3,000 characters)

<p>Input response below. Include the name of any relevant attachments:</p> <p>The partnership structure for this project has been carefully designed to represent the diverse community of West Fresno, prioritize community input, and address potential inequities among partners. Decisions will be made by consensus and if consensus cannot be reached, the City and HCCD must both vote "yes" to move forward with any project modifications.</p> <p><b>Governance:</b> All coalition members - including the City, HCCD, Via, and all Community Partners - have worked holistically to develop the project proposal. Moving forward, the coalition will employ a clear governance structure to ensure the diverse representation of community voice throughout the life of the project. For example, each organization has appointed a single point of contact responsible for owning deliverables and facilitating communication among stakeholders. This approach reduces the potential for delays caused by misunderstandings or communication gaps, ensuring a streamlined and equitable decision-making process. Additionally, the coalition will assign task forces for project oversight and coordinate regular, meaningful, and purposeful governance meetings (see Appendix XI):</p> <ul style="list-style-type: none"> <li>- ATP Initiatives, spearheaded by DPW and FAX, with HCCD and Community Partner representatives. Convene monthly.</li> <li>- FAX-Go, spearheaded by Via with FAX representatives. Convene weekly to review operational updates and quarterly to assess project outcomes.</li> <li>- Community Outreach, Engagement, and Workforce Development, spearheaded by HCCD with representatives from the City and each Community Partner. Convene monthly to update outreach materials, report on effective engagement strategies, and share workforce development referrals. Convene quarterly with Via to provide project feedback.</li> </ul> <p><b>Addressing Power Inequities:</b> Community Partners will be encouraged to collect quarterly input on outcomes and perception (e.g. sidewalk effectiveness, bike rack placement, microtransit service hours, etc) and then have the opportunity to report those findings to the City, HCCD, and Via. The applicants have a longstanding history of collaboration and a track record of working together effectively on community initiatives, including the City's Advancing Health Literacy Program, funded by the HHS.</p>
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### 8. Letters of Commitment and Support

Provide a letter of commitment and support from each Applicant. Use the Letters of Commitment and Support Template (Attachment I) to ensure that all necessary topics are covered. Letters of commitment and support from Community Partners, as well as from entities that are necessary for the project to move forward and be sustained in the long-term, such as elected officials, electrical utilities, and government entities that own the right-of-way, are encouraged.

This response will be used to score the partnership structure and long-term sustainability sections. *(Maximum 500 characters)*

List letters attached to application:
Letters of Commitment and Support from the following in Appendix 1:  The City of Fresno, The Highway City Community Development, Inc., Via Transportation Inc., Centro La Familia Advocacy Services, Every Neighborhood Partnership, Fresno Interdenominational Refugee Ministries, The Jakara Movement, Reading and Beyond, Fresno City College, DRIVE Initiative, West Fresno Family Resource Center, Fresno County Public Library, Fresno Housing, Central Unified School District, City Council Districts 1-3

### 9. Scope and Timeline

Provide a scope and timeline using the Scope and Timeline Template (Attachment II). Follow the instructions in the template. The proposed scope and timeline should outline the tasks needed to complete each project and approximate start and end dates for each task and sub-task.

This response will be scored.

Input name of scope and timeline file:
Appendix 2 (II).pdf

### 10. Budget

Provide a detailed budget using the Budget Template (Attachment III). Follow the instructions in the template. The proposed budget should estimate all labor, material, equipment, construction, installation, and grant management costs associated with the proposed projects. Labor rates must account for overhead and fringe benefits. Projected costs must account for any expectation of cost increases (e.g., cost of living increases, inflation).

This response will be used to confirm the eligibility of the budget and will be scored.

Input name of budget file:
Appendix 3 (III) Budget.xlsx

## 11. Project Benefits

- A. **Transportation equity:** Expand on the description provided in the Concept Phase application about how the projects will work together to increase transportation equity, address community-identified needs, and increase access to key destinations. Consider how the projects will address and incorporate transportation equity as defined in the RFA, different elements that support transportation equity (e.g., accessibility, affordability, reliability, safety, and environmental sustainability), and the environmental justice principles. Describe how the solutions identified are suited to specific characteristics of the Project Community, including the specific needs of hard-to-reach residents.

This response will be scored. (Maximum 4,000 characters)

<p>Input response below. Include name of any relevant attachments:</p> <p><b>Addressing Community-Identified Needs:</b> The City has overseen several multi-year planning and community engagement initiatives - the Clean Mobility Options (CMO) planning grant, the West Area Neighborhoods Specific Plan, and the most recent Active Transportation Plan (ATP) (Appendices V, VI, and VII) - which are now being used to inform the STEP project:</p> <ul style="list-style-type: none"> <li>- West Area Plan: Community stakeholders identified the needs for "the installation of transportation infrastructure to improve traffic flow" and "to expand transit service in the West Area."</li> <li>- CMO: Residents' concerns were primarily centered around the "lack of safe and direct access to public bus routes and walking/biking paths" and the need to "alleviate heavy congestion."</li> <li>- ATP: The City sought out community input to inform the location of sidewalk improvements and locations of potential HAWK crossings and bike racks.</li> </ul> <p><b>Increasing Access to Key Destinations:</b> Community input from all planning studies have been leveraged to inform the design and destinations for the microtransit service area, HAWK locations, and sidewalk improvements:</p> <ul style="list-style-type: none"> <li>- HCCD Community Center (HAWK location, in service area);</li> <li>- Addams Elementary (HAWK location with sidewalk improvements, in service area);</li> <li>- The local Walmart (outside service area, but included as a key point of interest where residents can request pick-ups and drop-offs);</li> <li>- The Island Waterpark (same as above);</li> <li>- The Marketplace at El Paseo (same as above).</li> </ul> <p><b>Increasing Transportation Equity:</b>  <i>Accessibility:</i> Residents living in West Fresno currently must walk nearly a mile, crossing railroad tracks, to reach transit stops or stores, despite a direct distance of 0.2 miles. Residents resort to unsafe and illegal crossings of exit ramps and railroad tracks. All ATP investments will be reviewed with an eye to travel time reduction, safety, and universal accessibility. At least 25% of the microtransit fleet will be wheelchair accessible.</p>
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FY 2022-23 CMIS and STEP RFA – APPENDIX B

**B. Shared mobility occupancy:** For any shared mobility projects that operate with vehicles (rather than micromobility devices), what is the average minimum occupancy per vehicle expected?

This section will be used to confirm eligibility of the proposed shared mobility projects. *(Maximum 200 characters)*

Input response below. If N/A, explain why:
The expected minimum vehicle occupancy is 3.0. Via will conduct continuous algorithm refinement to minimize empty vehicle travel and improve the person miles traveled (PMT) to VMT ratio.

**C. Displacement prevention:** For community-based (not school-based) clean transportation projects, describe displacement vulnerabilities that currently exist in low-income households and small businesses within the community and how the proposed projects will enact new or coordinate with existing policies and programs to help prevent displacement of existing low-income households and small businesses that may occur due to the CARB-funded projects.

This response will be scored. For CMIS (school-based) projects, this section is N/A and will not be factored into the score. *(Maximum 1,000 characters)*

Input response below. If N/A, explain why:
West Fresno faces existing displacement vulnerabilities, with 20% of residents living in poverty, 84% identifying as non-White or Hispanic/Latino, and 12% with disabilities. Additionally, eight out of nine census tracts in the project area are designated as SB 535 Disadvantaged Communities.
The proposed projects are aligned with the City's "Complete Neighborhoods" philosophy and target the root causes of displacement by improving access to vital resources like jobs, healthcare, and groceries; enhancing the neighborhood's appeal; and fostering community bonds.
Additionally, the projects enhance access not only within West Fresno but also to broader Fresno, benefiting local businesses in both areas by encouraging inter-neighborhood travel. The introduction of zonally based microtransit further safeguards against gentrification, as it allows the City to easily scale and modify the service zone to target the most vulnerable communities as needed, ensuring a more equitable approach.

FY 2022-23 CMIS and STEP RFA – APPENDIX B

### 12. Readiness

Follow the instructions below. These responses will be used to confirm that the projects will meet readiness requirements.


- A. **CEQA:** Do you agree with the following statement? I understand that any proposed infrastructure installation must be eligible for a CEQA exemption and that funding for any proposed infrastructure installation is contingent on 1) providing a completed CEQA worksheet to CARB for each relevant project before grant agreement execution and 2) providing documentation of a CEQA Notice of Exemption, as described in the RFA, to CARB within six months of grant agreement execution. This is not applicable to projects on tribal lands or to projects that do not include any proposed infrastructure installations. *(Maximum 300 characters)*

Input response (Yes, No, or N/A) below. If N/A, explain why:
Yes

- B. **Other Readiness:** Provide documentation to confirm that any applicable site control or permits have been obtained or will be obtained before the relevant projects are scoped to start, and describe plans to obtain permits for each proposed infrastructure installation. *(Maximum 300 characters)*

The Governor’s Office of Business and Economic Development is available to provide permitting assistance. Contact information is available below:

Mr. Tyson Eckerle  
 Phone: (916) 322-0563  
 Email: [tyson.eckerle@gobiz.ca.gov](mailto:tyson.eckerle@gobiz.ca.gov)

Input response below and list documentation attached to application, if applicable:
- Appendix 8: USDOT registration for Via's entity Tidewater Transit LLC, which will apply for the relevant California license. 

### 13. Data Collection, Evaluation, and Reporting:

Answer the question below. This response will be used to confirm eligibility of the application.

Do you agree with the following statement? All Applicants have read and understand the data collection, evaluation, and reporting requirements and, as the Lead Applicant, I agree that all Applicants shall comply with all data requirements listed in the RFA, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB.

Input response (Yes or No) below:
Yes



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## 14. Outreach and Engagement

Describe how outreach and engagement activities will focus intentionally on involving hard-to-reach residents in low-income and disadvantaged communities. Describe how the proposed projects will be inclusive and encourage diverse community resident feedback, incorporating specific ways for residents to make decisions about the projects that will impact them. Describe how the proposed projects will encourage the use of the clean transportation services provided and educate end users on the clean transportation options available.

This response will be scored. (Maximum 3,000 characters)

<p>Input response below:</p> <p>The City, HCCD, CLFA, ENP, FIRM, the Jakara Movement, and Reading and Beyond will comprise the Community Engagement Team to spearhead outreach and engagement.</p> <p><b>1. Diverse, inclusive, and context-specific engagement approaches that elicit community feedback and encourage decision making by residents.</b></p> <p>a. <i>Continuous customer surveys to ensure that the West Fresno STEP project meets community needs.</i> Following award contracting, the Team will develop and distribute surveys to gather a final round of feedback from West Fresno community members regarding their mobility needs. The survey results will inform the ultimate service design, encompassing factors like sidewalk and bike rack placements, the microtransit service area, key points of interest (within and outside the service zone), and service hours. Going forward, the Team will make necessary adjustments to the survey and collect responses on a bi-annual basis. The Team will utilize the Fresno Community Economic Development Partnership (Fresno CEDP), a coalition of 16 place-based non-profit organizations, to ensure the survey reaches a diverse cross-section of the community.</p> <p>b. <i>Hosting focus groups and interviews.</i> The HCCD Community Center will serve as the central hub for STEP focus groups and interviews. The Team will conduct quarterly sessions for the community and will offer a platform for participants to review performance metrics (including HAWK effectiveness and FAX-Go wait times) and identify potential avenues for project improvement. Each Community Partner has their own network of locations (e.g. Paaras Youth Center, Every Neighborhood Partnership HQ, etc) to host supplementary focus group discussions.</p> <p><b>2. Outreach on clean transportation offerings to drive knowledge, adoption, and education.</b></p> <p>a. <i>Public launch events to highlight safety improvements and drive community interest in FAX-Go.</i> Kick-off events will showcase the new HAWK crossings and the launch of the microtransit service. The Team will invite residents through local media outlets and community-based organizations (e.g. KMPH Fox 26 and ABC30 television stations, The Fresno Bee, the Fresno CEDP, etc).</p>
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FY 2022-23 CMIS and STEP RFA – APPENDIX B

## 15. Long-term Sustainability

Describe the plan for the long-term sustainability of the proposed projects after the grant term ends. This may include what financial tools and resources are available to support the projects in the long-term, what partnerships will enable projects and project benefits to be sustained in the long-term, the future impact of capacity building activities and sustained community engagement, and how capital investments and social infrastructure will continue to benefit the Project Community after the grant term. If this information is not available, describe a plan for determining how the proposed projects will reach long-term sustainability.

This response will be scored. (Maximum 3,000 characters)

<p>Input response below:</p> <p>The long-term sustainability of the proposed projects has been planned to ensure their continued success beyond the grant term.</p> <p><b>Financial tools and resources for long-term sustainability.</b> For the proposed microtransit service, a robust framework for long-term sustainability is firmly in place. Every year, FAX secures an ample operating budget from dedicated sources such as the Fresno County Local Tax Measure C and the California Transportation Development Act (TDA). FAX plans to incorporate the microtransit project into the Measure C vote when it undergoes renewal in 2027. In the unlikely event that Measure C does not pass, and recognizing that such an outcome would have broader implications for FAX, a secondary option involves rolling the project into the Department's TDA allocation. Funding for transit operations is also routinely pursued from recurring sources like the California Low Carbon Transit Operations Program and the federal Congestion Mitigation and Air Quality Improvement program, solidifying the long-term sustainability of the microtransit service.</p> <p>As ridership increases, FAX is well-prepared to scale transit service accordingly, as Via's technology has a demonstrated track record of achieving the most cost-efficient per-ride rate in the industry. Via's algorithms are designed to increase vehicle utilization, reduce travel time and VMT, and deliver a high-quality service for riders. Leveraging machine learning and artificial intelligence, Via's software uses data from 115 million historical trips to make routing decisions based on real-time traffic speeds and demand, enabling vehicles to circumvent congested areas and slower roads. This routing results in more precise wait times and estimated times of arrival for riders and a lower cost per ride for the City, supporting long-term sustainability. Continuous monitoring of performance will allow the City to assess and adapt services as needed.</p> <p><b>Long-term benefit from capital investments and social infrastructure.</b> The proposed sidewalks, street trees, and bike racks have expected lifespans exceeding 50 years, laying a strong foundation for long-term community benefit. The HAWK pedestrian crossings will also be considered a safety project by the City's DPW, ensuring inclusion in the DPW Standard Maintenance Plan. This proactive approach guarantees that safety measures, such as fixing lights, will be promptly addressed. <span style="float: right;">+</span></p>
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## 16. Workforce Development

Describe how the proposed projects will support workforce development in the climate and clean transportation sectors (e.g., partnering with workforce development and training programs with career pathways, providing economic opportunities through high-quality jobs) with a focus on Project Community residents who face barriers to employment.

This response will be scored. (Maximum 3,000 characters)

<p>Input response below:</p> <p>The proposed projects aim to generate high-paying jobs that will bolster local workforce development in the climate and clean transportation sectors. The City's STEP Workforce Development plan encompasses the following components:</p> <p><b>1. Hiring Local Drivers for Microtransit Service and Apprenticeships for HAWK Construction; and Ongoing Training in Climate and Transportation Sectors.</b> The City and Via will work together to follow the City's hiring process and ensure that the microtransit service is staffed with local employees, creating anywhere between 10-20 full- and part-time jobs. Driver will embark on an extensive onboarding program to equip them with a diverse range of skills, including training on: operating electric vehicles; assisting seniors and passengers with disabilities; improving defensive driving skills; and basic exterior vehicle maintenance tasks, such as cleanings, tire changes, and windshield wiper fluid replacement.</p> <p>All construction projects over \$1 million are governed by the City's Community Workforce Agreement. Construction for each HAWK intervention will exceed that threshold, ensuring the City will mandate local hiring and apprenticeship targets to create economic opportunities for residents with barriers to employment.</p> <p><b>2. Partnering with Community-Based Institutions to Focus on Residents Facing Barriers to Employment.</b> The City will work closely with Reading and Beyond and Fresno City College to recruit individuals for high-quality job opportunities including microtransit drivers and ATP maintenance and construction posts. Reading and Beyond has expertise connecting previously incarcerated individuals with employment opportunities. Notably, more than 80% of the primary wage-earners in families enrolled in the Reading and Beyond program gain employment or attain material wage growth within the first year. The City also maintains an enduring partnership with the Advanced Propulsion Training Program at Fresno City College, a program equipping local workers to operate electric buses. By partnering with these programs, the City will reduce barriers to employment and improve employment readiness for some of the most disadvantaged individuals in West Fresno.</p> <p><b>3. Leveraging HCCD's Extensive Workforce Development Network.</b> HCCD is a community organization that provides wrap-around services and has an extensive network of workforce development partners. When an individual contacts HCCD, the organization promises a 36-hour commitment to providing that individual with a</p>
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## FY 2022-23 CMIS and STEP RFA – APPENDIX B

## 17. Declarations and Attestations

### A. Conflict of Interest Declaration

All Lead Applicants must disclose, as an attachment to the application, any conflict of interest that could be perceived to impact any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. The Lead Applicant must immediately inform CARB of any current, ongoing, or pending direct or indirect interests that do or could pose an actual, apparent, or potential conflict of interest with any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. These may include, but are not limited to, financial arrangements with or interest(s) with product manufacturers, equipment suppliers or vendors, infrastructure installers, fuel manufacturers, fuel or electricity retailers, vehicle or equipment component manufactures, or related organizations as well as membership in or financial arrangements with community-based organizations or committees or subcommittees. CARB may consider the nature and extent of any actual, potential, perceived, or apparent conflict of interest, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the Lead Applicant based on such actual, potential, perceived, or apparent conflict of interest at CARB's sole discretion. Each Applicant must immediately advise CARB in writing of any potential new conflicts of interest.

By signing Section 17.E. Applicant Signatures, each Applicant represents, warrants, and agrees that all conflicts of interest, if any, have been fully disclosed to CARB in the submitted application; that they are in compliance with applicable state and federal conflict of interest laws at the time they submit this application and shall remain in compliance with all such laws during the RFA process, and, if selected, during the Grant Term; and that they will have no interest, and will not acquire any interest, direct or indirect, which will conflict with their ability to impartially perform under and complete the tasks described in this RFA.

### B. Compliance with the Law Declaration

Each Applicant must disclose, as an attachment to the application, any claims against them of noncompliance with any United States Environmental Protection Agency (U.S. EPA), CARB, or California air district laws, including a Notice of Violation, Citation, or litigation alleging noncompliance, along with a copy of any of the government documents they have received alleging noncompliance. Applicants may explain the nature of the allegations and present any defenses.

If the Applicants have no such claims of noncompliance against any of them, each Applicant shall so attest in the application by signing Section 17.E. Applicant Signatures. By signing, each Applicant represents, warrants, and agrees that all claims of noncompliance, if any, have been disclosed to CARB in the submitted application.

CARB may consider the nature and extent of any alleged or proven noncompliance with U.S. EPA, CARB, or California air district law, or failure to disclose any alleged

FY 2022-23 CMIS and STEP RFA – APPENDIX B

noncompliance with U.S. EPA, CARB, or California air district laws, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the application based on such noncompliance, at CARB’s sole discretion.

**C. Attestation of Readiness**

By signing Section 17.E. Applicant Signatures, each Applicant accepts the terms and conditions of the attached Grant Agreement (Appendix B) in the same form, and is ready, willing, and able to comply with all such terms and conditions.


**D. Non-Collusion Declaration**

By signing Section 17.E. Applicant Signatures, each Applicant represents, warrants, and agrees that the following is true:

The application was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The application is genuine and not collusive or a sham. Submittal of the application was not directly or indirectly induced by or solicited from any other applicant to put in a false or sham proposal. Each Applicant did not directly or indirectly collude, conspire, connive, or agree with any other applicant or anyone else to put in a sham application. Each Applicant did not in any manner directly or indirectly seek by agreement, communication, or conference with anyone to fix the proposed fees or terms of the application or of any other application, or to fix any overhead, profit, or cost elements of the proposed fees or fee structure, or of that of any other applicant, or to secure any advantage against CARB or other applicants. All statements contained in the application are true and correct.

**E. Applicant Signatures**

**Each Applicant (the Lead Applicant and each Sub-applicant)** must sign below. The undersigned declares that they are an official/agent of a responding Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in Sections 17.A, 17.B, 17.C, and 17.D above are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Lead Applicant Name:	City of Fresno, Department of Transportation/Fresno
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	Gregory A. Barfield, M.A., Interim Director
Date of Signature:	11/02/2023

FY 2022-23 CMIS and STEP RFA – APPENDIX B

Sub-applicant Name:	Highway City Community Development, Inc.
Signature of Designated Authorized Representative:	<i>April Henry</i>
Name and Title of Authorized Representative:	April Henry - Executive Director/CEO
Date of Signature:	11/02/2023

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

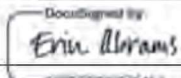
Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

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FY 2022-23 CMIS and STEP RFA – APPENDIX B

Sub-applicant Name:	Highway City Community Development, Inc.
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	Tidewater Transit LLC (a subsidiary of Via Transportation, Inc.)
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	Erin Abrams, Manager
Date of Signature:	11/2/2023

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

Sub-applicant Name:	
Signature of Designated Authorized Representative:	
Name and Title of Authorized Representative:	
Date of Signature:	

City of Fresno - Environmental Justice & Transportation Equity in West Fresno - G23-STEP-03

**EXHIBIT D: REQUEST FOR APPLICATIONS PACKAGE**

CARB will include the RFA package in this section.



# Clean Mobility in Schools and the Sustainable Transportation Equity Project

## Fiscal Year 2022-23 REQUEST FOR APPLICATIONS



**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More Information: [arb.ca.gov/lcti-step-pcb-cmis](http://arb.ca.gov/lcti-step-pcb-cmis)



FY 2022-23 CMIS and STEP Request for Applications

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## FY 2022-23 CMIS and STEP Request for Applications

# Overview

## I. Summary

The California Air Resources Board (CARB) is issuing a competitive joint Request for Applications (RFA) for multiple grantees across the state under Planning and Capacity Building (Planning), Clean Mobility in Schools (CMIS), and the Sustainable Transportation Equity Project (STEP). The overarching purpose of these programs is to increase transportation equity in disadvantaged and low-income communities<sup>1</sup> throughout California.

Increasing transportation equity will create equitable access to social and economic opportunities for traditionally underserved communities. Attaining transportation equity requires considering all components of Title VI of the Civil Rights Act of 1964, environmental justice principles,<sup>2</sup> and nondiscriminatory practices.<sup>3</sup> Transportation equity will occur when the transportation system addresses unique transportation barriers; shifts decision-making power to the communities the system serves; and improves the quality of life for low-income people, people of color, and residents of communities disproportionately impacted by air pollution or who lack access to housing, jobs, and services.

Through the Low Carbon Transportation Investments Fiscal Year (FY) 2022-23 Funding Plan,<sup>4</sup> CARB has \$3 million available for Planning grants, \$14.8 million available for CMIS grants, and \$14.85 million available for STEP grants. These programs are part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas (GHG) emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. A description of other guiding legislation can be found in the Application Guidance.<sup>5</sup>

This document is the Request for Applications for CMIS and STEP grants. For the Planning and Capacity Building grant Request for Applications, see:  
<https://ww2.arb.ca.gov/planning-cmis-step-fy-22-23>

The main priority of CMIS and STEP projects is to increase transportation equity in disadvantaged and low-income communities by addressing community-identified transportation needs, increasing access to key destinations and services, and reducing

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<sup>1</sup> CARB's California Climate Investments Disadvantaged and Low-income Communities Map:  
<https://webmaps.arb.ca.gov/PriorityPopulations/>

<sup>2</sup> <https://www.ejnet.org/ej/principles.pdf>

<sup>3</sup> U.S. Department of Transportation's Transportation Planning for Equity tools  
[https://www.planning.dot.gov/planning/topic\\_transportationequity.aspx](https://www.planning.dot.gov/planning/topic_transportationequity.aspx)

<sup>4</sup> [https://ww2.arb.ca.gov/sites/default/files/2022-10/proposed\\_fy2022\\_23\\_funding\\_plan\\_final.pdf](https://ww2.arb.ca.gov/sites/default/files/2022-10/proposed_fy2022_23_funding_plan_final.pdf)

<sup>5</sup> <https://ww2.arb.ca.gov/sites/default/files/2023-07/PCB-CMIS-STEP-FY22-23-AppGuide>

## FY 2022-23 CMIS and STEP Request for Applications

GHG emissions. CMIS and STEP projects inherently support planning and capacity building projects to help meet the needs of each community within that community's context.

**CMIS** is focused on supporting public school communities by funding innovative and holistic projects with the potential to benefit the student body, school staff, parents, and nearby residents. CMIS projects include planning for and implementation of shared mobility projects, active transportation projects, school-related zero-emission fleets, school buses, and landscaping equipment. Additionally, capacity building efforts such as education programs, training programs, and curriculum development have tremendous potential when incorporated into CMIS projects. Building relationships between school communities and the community-at-large is critical to developing a clean transportation system built on community engagement and to ensure grant funding benefits the community long-term.

**STEP** is focused on supporting projects that have the potential to reduce passenger vehicle miles traveled (VMT) and that prioritize long-term mode shift toward sustainable mobility and VMT reduction. Even with improvements in clean vehicle technology and fuels, reducing driving is necessary to meet State climate and air quality commitments. Strategies that reduce driving can also address entrenched inequities experienced by California's most overburdened low-income and disadvantaged communities.<sup>6</sup> STEP projects include new or expanded public transit and shared mobility services; active transportation infrastructure; and workforce development, planning, and capacity building activities that support clean transportation and transportation equity.

Based on feedback from previous CMIS and STEP solicitations and grants along with additional program feedback from CARB's Clean Transportation Incentive projects, CARB began development of a joint RFA for FY 2022-23 Funding Plan allocations. CARB hosted three public work group meetings between December 2022 and March 2023 to gather public feedback on the design of this RFA. CARB used input from these meetings to develop a Draft Requirements and Criteria document.<sup>7</sup> The Draft Requirements and Criteria underwent public comment in March 2023 and stakeholder comments<sup>8</sup> from that period were considered when finalizing this RFA.

Funding recipients will be selected via an open, competitive process. Concept Phase applications must be received by CARB by email no later than **11:59 pm (Pacific Time), September 8, 2023 (the Concept Phase Deadline)**. Technical assistance is available to interested Applicants through a technical assistance contract with the Institute for Local Government (see Technical Assistance sections below).

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<sup>6</sup> For more information refer to the 2022 Scoping Plan, Appendix E page 4 and the Draft 2022 Progress Report: California's Sustainable Communities and Climate Protection Act page 12.

<sup>7</sup> [https://ww2.arb.ca.gov/sites/default/files/2023-02/draft\\_requirements\\_criteria\\_pcb\\_cmis\\_step.pdf](https://ww2.arb.ca.gov/sites/default/files/2023-02/draft_requirements_criteria_pcb_cmis_step.pdf)

<sup>8</sup> Available at <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

## FY 2022-23 CMIS and STEP Request for Applications

### II. Available Funding

The maximum funding amount available this Fiscal Year for CMIS and STEP is \$29.65 million. CARB encourages each Lead Applicant to request the funding amount – no matter how small – that will efficiently and effectively meet their community’s needs. CARB expects to fund between two and four CMIS and STEP grants in total. Please note that \$29.65 million is the maximum amount of funding that may be available for CMIS and STEP and is contingent upon determination of the final amount of auction proceeds after the fourth cap-and-trade auction in 2023 and approval from the Department of Finance.

Out of the \$29.65 million available in CMIS and STEP, CARB intends to award \$14.8 million to school-related projects and \$14.85 million to other community projects. However, CARB will also prioritize keeping applications whole where possible. Based on the list of highest-scoring applications, this may mean that a portion of STEP’s \$14.85 million will be dedicated to funding required for the highest-scoring CMIS application or vice versa. More details on this approach are provided in the Full Phase Selection Process section.

This RFA includes the option for CARB to award new Grant Agreements or Grant Agreement amendments from future Fiscal Year funding, depending on the availability of funding and upon CARB’s sole discretion. If additional funds become available and eligible applications submitted in response to this request remain unfunded, those applications may be reviewed and accepted for funding without reissuing an RFA, as solely determined by CARB. Projects with funding from future Fiscal Years may be administered by CARB or by a third-party. If additional funding becomes available, the expenditure timeline of those new funds may extend the Grant Term beyond what is listed in this RFA. There is no guarantee that additional funds will be awarded, and CARB cannot provide assurance of future program funding.

### III. Application Process

CMIS and STEP applications require a significant amount of up-front work. Well-thought-out applications help CARB ensure that selected and funded projects are those that are most likely to address the community’s vision; help meet the State’s goals; and achieve objectives that intersect across the climate, transportation, equity, and housing sectors.

Lead Applicants may apply for a CMIS grant, a STEP grant, or a combined CMIS and STEP grant. A combined CMIS and STEP grant will include both school-based and community-based projects.

This RFA will be a two-step process. First, Applicants will apply to the Concept Phase. The Concept Phase is intended to reduce the resources needed to apply for funding while still providing sufficient information for CARB to evaluate the proposed projects. Interested parties must apply to the Concept Phase to be considered for the Full

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Phase and eventual funding awards.

CARB will evaluate Concept Phase applications for eligibility and then score the applications. Lead Applicants with Concept Phase applications that meet all applicable eligibility requirements and receive a minimum score of 70 percent will be invited to turn the concepts into full project proposals and apply in the Full Phase. Lead Applicants with Concept Phase applications that do not meet all applicable eligibility requirements or do not meet the minimum score will be notified and referred to technical assistance or other funding opportunities.

The Full Phase application builds on the Concept Phase application and requires fully developed budgets, partnerships, and timelines, among other application components. CARB will evaluate Full Phase applications for eligibility, including any updates made to the Concept Phase application that may have impacted their eligibility to move on to the Full Phase, and then score the applications. Full Phase applications that meet all applicable eligibility requirements and receive a minimum score of 70 percent will be eligible for funding. CARB will award funds based on the process outlined in the Full Phase Selection Process section.

Lead Applicants must submit their applications using the Application Templates in **Appendices A and B**. The templates outline all of the components that must be included in CMIS and STEP Concept and Full Phase applications.

### IV. Timeline

During the RFA, CARB will host multiple Question and Answer (Q&A) sessions to answer questions about the RFA (see Q&A Sessions sections) and will provide an opportunity to email questions to CARB before each session. All Concept Phase applications must be received by CARB by **11:59 pm (Pacific Time), September 8, 2023 (the Concept Phase Deadline)**. By September 25, 2023, CARB will invite Lead Applicants that meet the eligibility requirements and score at least a 70 percent to apply to the Full Phase. All Full Phase applications must be received by CARB by **11:59 pm (Pacific Time), November 3, 2023 (the Full Phase Deadline)**.

Grant Agreements must be fully executed by the Grantees and CARB no later than May 15, 2024. All projects must plan to be completed (including a Final Report) and all final disbursement requests for reimbursement must be received by CARB no later than March 15, 2027 to ensure adequate time for processing prior to the end of the fiscal year. All CMIS and STEP funds must be expended within the Grant Term.

Timelines are subject to change at CARB's sole discretion.

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**Table 1. Concept Phase Timeline**

Milestone	Date	Time (Pacific Time)
Release of RFA & Start of Concept Phase	July 24, 2023	
Concept Phase Question Submission Deadline #1	August 7, 2023	12:00 pm
Concept Phase Q&A Session #1	August 10, 2023	2:00 pm
Deadline to submit Technical Assistance Survey	August 11, 2023	11:59 pm
Concept Phase Question Submission Deadline #2	August 24, 2023	12:00 pm
Concept Phase Q&A Session #2	August 29, 2023	10:00 am
<b>Deadline to Submit Concept Phase Application</b>	<b>September 8, 2023</b>	<b>11:59 pm</b>
Notification of Missing Proof of Eligibility	September 13, 2023	
Deadline to Update Proof of Eligibility	September 15, 2023	11:59 pm

**Table 2. Full Phase Timeline**

Milestone	Date	Time (Pacific Time)
Notification of Concept Phase Decision & Start of Full Phase	September 25, 2023	
Full Phase Question Submission Deadline #1	October 9, 2023	12:00 pm
Full Phase Q&A Session #1	October 12, 2023	2:00 pm
Full Phase Question Submission Deadline #2	October 19, 2023	12:00 pm
Full Phase Q&A Session #2	October 24, 2023	10:00 am
<b>Deadline to Submit Full Phase Application</b>	<b>November 3, 2023</b>	<b>11:59 pm</b>
Notification of Missing Proof of Eligibility	November 8, 2023	
Deadline to Update Proof of Eligibility	November 10, 2023	11:59 pm

**Table 3. Grant Timeline**

Milestone	Date
Preliminary Grantee Selection	December 8, 2023
Draft Grant Agreement to Grantee	January 5, 2023
Draft Grant Agreement Returned to CARB	January 26, 2024
Grant Agreement <sup>9</sup> Signed and Executed & Grant Term Starts	May 15, 2024
Draft Final Report to CARB	December 31, 2026
Grant Term Ends & Final Report and Final Disbursement Request Deadline	March 15, 2027

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<sup>9</sup> Includes submission of the governing board resolution and other requirements, as outlined in the Requirements Prior to Execution of Grant Agreement section.



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## V. Terms and Definitions

The terms defined below will be in bold the first time they are used in the remainder of this document.

**Applicants:** Term used to refer to the Lead Applicant and all Sub-applicants.

**Capacity building:** The process of strengthening local coordination, leadership, knowledge, skills, expertise, and access to resources. For this RFA, the goal of capacity building is to help develop or increase the ability of disadvantaged and low-income communities, including tribal communities, to understand and analyze transportation needs based on their own unique context and lived experiences, identify transportation priorities, access funding, advocate for equitable planning processes, and equitably implement clean transportation projects in the future. Examples of capacity building projects are listed in the tables in Table 6 below.

**Community-based organization:** A nonprofit organization (as defined below) that is place-based, with an explicit geographic focus area that includes the Project Community. Staff or board members of the community-based organization must reside in the Project Community and the organization must have a demonstrated record of at least one year providing services in the community.

**Community Partner:** A community group, community resident, student, parent, school staff, health-based organization, faith-based organization, small business, or other entity in the Project Community that, while not responsible for implementing funded projects, serves as a key stakeholder and representative of the Project Community during both development of the application and implementation of funded projects.

**Direct costs:** Actual costs incurred that are directly tied to the implementation of the project, including, but not limited to, personnel costs (i.e., hourly wage), subcontracts, equipment costs, and travel expenses. Profits, profit sharing, shareholder interest, bonuses, and taxes (real and personal) are NOT reimbursable as direct or indirect costs. Allowable costs are paid on a reimbursement basis only except where all advance pay requirements have been satisfied as set out in this RFA.

**Disadvantaged community:** An area that experiences disproportionate amounts of pollution, environmental degradation, and socioeconomic and public health conditions, identified as disadvantaged by the California Environmental Protection Agency per Senate Bill 535. Disadvantaged communities include the top 25 percent of census tracts in CalEnviroScreen 4.0, census tracts lacking overall scores in CalEnviroScreen 4.0 due to data gaps but receiving the highest five percent of CalEnviroScreen 4.0 Pollution Burden composite scores, census tracts identified in 2017 as disadvantaged regardless of their scores in CalEnviroScreen 4.0, and lands



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under the control of federally recognized tribes.<sup>10,11</sup>

**Displacement prevention:** Activities that prevent substantial economic, environmental, and public health burdens that may lead to the physical or economic displacement of low-income households or small businesses. Examples of displacement prevention activities are listed in the Application Guidance.

**Grant Term:** The time period identified in the fully executed Grant Agreement in which all CARB Grant Funds must be spent and all project activities completed.

**Indirect costs:** Indirect costs are actual costs incurred for services or activities that are not directly tied to a specific project objective but support a common or joint purpose. Allowable indirect costs are a pro rata share of general management (overhead) costs for operations that support the work performed under the Grant Agreement, such as accounting, budgeting, payroll preparation, personnel services, utility costs, rent and centralized data processing not already identified or reimbursed as a direct cost. Profits, profit sharing, shareholder interest, bonuses, and taxes (real and personal) are NOT reimbursable as direct or indirect costs. Indirect costs shall NOT exceed one percent of the total CARB Grant Funds awarded. Allowable costs are paid on a reimbursement basis only except where all advance pay requirements have been satisfied as set out in this RFA.

**Key destinations:** Places to which residents of the Project Community need to travel. This may include but is not limited to school, work, healthcare centers, grocery stores, community centers, government services, transit hubs, childcare, and recreational sites.

**Lead Applicant:** The community-based organization, local government, public school, or tribal government that is responsible for leading the development of the application and implementation of the projects funded through CARB under this RFA. The Lead Applicant becomes the Grantee if their application is selected for funding.

**Local government:** A local public entity as defined in Section 900.4 of the California Government Code, which includes any local California county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State but does not include the State (e.g., school districts, special districts, local education agencies, councils of governments, air districts, transit agencies, and joint powers authorities).

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<sup>10</sup> <https://www.caclimateinvestments.ca.gov/priority-populations>

<sup>11</sup> All federally recognized tribal lands included in the American Indian Areas Related National Geodatabase were designated as Senate Bill 535 disadvantaged communities based on the May 2022 report found [here](#). A tribe can establish that a particular area of land is under its control (even if not represented as such on CalEPA's disadvantaged community map) by requesting a consultation with the CalEPA Deputy Secretary for Environmental Justice, Tribal Affairs and Border Relations at [TribalAffairs@calepa.ca.gov](mailto:TribalAffairs@calepa.ca.gov).

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**Low-income community:** Census tracts with median household incomes at or below 80 percent of the statewide median income or below the threshold designated as low-income by the Department of Housing and Community Development.<sup>12</sup>

**Nonprofit organization:** Any nonprofit corporation qualified to do business in California, registered with the California Secretary of State, qualified pursuant to subdivision (c)(3) under Section 501 of the Internal Revenue Code, and tax exempt under California state law. For the purposes of this RFA, nonprofit organizations must have at least one year of incorporation as a nonprofit organization under Section 501 of the Internal Revenue Code, be in active/good standing with the California Secretary of State, and have an office or at least one full-time staff person based in California. Certain nonprofits that are tribally chartered corporations under tribally enacted laws may be exempt from registration with the California Secretary of State.

**Project Community:** A geographic area where the residents who are primarily intended to benefit from the project reside. The Project Community may be represented by a contiguous or non-contiguous geographic area but must be at minimum within connected counties.

**Ride-hailing service:** On-demand ride services where rides are arranged online or over the phone to connect passengers with drivers using their personal vehicles.

**Resource contributions:** Cash match, in-kind services, and leveraged funding from other public or private sources to contribute to proposed projects and support their quality, breadth, and longevity within and beyond the Grant Term.

**School:** For the purposes of this RFA, a California-based kindergarten through grade twelve or adult educational institution that complies with the laws and meets the requirements for operating as a public school in the state of California. A public school must meet the California Department of Education's definition as described on their website: <https://www.cde.ca.gov/ds/si/ds/dos.asp>.

**Sub-applicant:** An entity that enters into a partnership with the Lead Applicant for the purpose of applying for a CARB grant and that is responsible for implementing a project or project elements funded through CARB. Sub-applicants will enter written agreements with the Lead Applicant if their application is selected for funding.

**Transportation equity:** Occurs when the transportation system addresses unique transportation barriers; shifts decision-making power to the communities the system serves; and improves the quality of life for low-income people, people of color, and residents of communities disproportionately impacted by air pollution or who lack access to housing, jobs, and services.

**Tribal government:** All California Native American Tribes. Either a federally-

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<sup>12</sup> <https://www.caclimateinvestments.ca.gov/priority-populations>

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recognized California tribal government listed on the most recent notice of the Federal Register or a non-federally recognized California tribal government, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.<sup>13</sup>

**Useful Life:** The amount of time the funded vehicle or equipment may be operated or used productively, to be determined by each Grantee and for each vehicle or equipment type in consultation with CARB.

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<sup>13</sup> <http://nahc.ca.gov/>

## FY 2022-23 CMIS and STEP Request for Applications

# Eligible Communities, Applicants, and Partnership Structure

## I. Eligible Communities

Each application must identify and describe the **Project Community**, which is the geographic area that will be the focus of the project benefits. More than 50 percent of the geographic area of the Project Community must be within **low-income or disadvantaged community** census tracts and at least 50 percent of the total proposed budget must fund projects located within the low-income and disadvantaged community census tracts in the Project Community. Interested Lead Applicants may work with the Technical Assistance provider to create a map depicting their Project Community for their Concept Phase application and update the map as needed for their Full Phase application.

## II. Eligible Applicants

Each application must include partnerships between a **Lead Applicant, Sub-applicants**, and **Community Partners**. It is important that these entities, representing different interests and priorities in the Project Community, work together to collectively develop and implement projects that address the needs of community residents and local implementers.

Each application must have a single Lead Applicant. Should their application be selected for funding, the Lead Applicant will enter into a Grant Agreement with CARB and assume responsibility and accountability for the use and expenditure of received CARB Grant Funds. The Lead Applicant is responsible for contracting and working with all Sub-applicants and Community Partners to implement the proposed projects and Scope of Work as set out in the executed Grant Agreement.

Lead Applicants must be one of the following types of organizations, as defined in the Terms & Definitions section of this RFA above:

- **Community-based organizations**<sup>14</sup>
- **Tribal governments**<sup>15</sup>
- **Local governments**

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<sup>14</sup> To qualify as a Lead Applicant, a community-based organization must meet all of the requirements outlined in the definition of a nonprofit organization above.

<sup>15</sup> To qualify as a Lead Applicant, a tribal government must engage in negotiations with CARB to develop and execute a limited waiver of sovereign immunity agreeing to the personal and subject matter jurisdictions of state court and, at minimum, compliance with state construction standards and regulations.

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- **Public schools**<sup>16</sup>

Sub-applicants must have written agreements with the Lead Applicant in place for their work on the project at the time of project implementation and must comply with CARB's Grant Agreement terms alongside the Lead Applicant. Sub-applicants may include public, private, or nonprofit organizations, including but not limited to:

- Community-based organizations<sup>17</sup>
- Consultants (e.g., fleet and infrastructure planners, project management firms)
- Healthcare services and providers
- Institutions of higher education
- Local governments
- **Nonprofit organizations**
- Philanthropic organizations and foundations
- Private companies (e.g., private mobility providers, charging station providers, except private schools<sup>18</sup>)
- Public schools
- Small businesses
- Tribal governments
- Utilities and community choice aggregators
- Vocational schools
- Other public agencies

Community Partners serve as key stakeholders and representatives of the Project Community and should contribute to the development of the proposed projects and continue to participate in decision-making throughout project implementation. While not directly responsible for implementing components within the project, Community Partners should have a formal agreement, such as a contract or a Memorandum of Understanding (MOU),<sup>19</sup> with the Lead Applicant or a Sub-applicant. If appropriate compensation is offered, it must comply with applicable laws.

**Applicants** must comply with all relevant State laws, regulations, policies, and

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<sup>16</sup> Clean Mobility in Schools grantees selected from the Fiscal Year 2018-19 solicitation are not eligible to be Lead Applicants.

<sup>17</sup> For Sub-applicants, if the community-based organization is an unincorporated nonprofit, they must have a contract with a fiscal sponsor who is tax-exempt with the Internal Revenue Service under Internal Revenue Code Section 501 and tax-exempt under California state law. The fiscal sponsor must be registered in active/good standing with the California Secretary of State to perform financial management and administrative functions on their behalf.

<sup>18</sup> No public money shall ever be appropriated for the support of any sectarian or denominational school or any school not under the exclusive control of the officers of the public schools.

<sup>19</sup> Note that an MOU does not normally establish a contractual agreement but reflects an information understanding that does not bind either party. A contract, on the other hand, sets out the relationship and responsibilities of the parties and the consideration (compensation or exchange of value) given by both parties to each other.

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procedures. Where applicable, Applicants must demonstrate compliance with CARB regulations, including but not limited to regulations pertaining to trucks, buses, off-road equipment, and engine inspection requirements. After preliminary selection as a Grantee but before the Grant Agreement is fully executed, the Applicants will be required to verify compliance with CARB regulations, such as:

- Fleet Rule for Public Agencies and Utilities<sup>20</sup>
- Clean Truck Check Program<sup>21</sup>
- Innovative Clean Transit Regulation<sup>22</sup>
- In-use Off-road Diesel-fueled Fleets Regulation (Off-Road Regulation)<sup>23</sup>
- Large Spark-ignition Engine Fleet Requirements Regulation (LSI)<sup>24</sup>
- Periodic Smoke Inspections of Heavy-duty Diesel-fueled Vehicles (PSIP)<sup>25</sup>
- Truck and Bus Regulation<sup>26</sup>

Members of CARB advisory groups cannot be Lead Applicants, Sub-applicants, contractors, subcontractors, consultants, or Community Partners; cannot provide letters of support or references; cannot be signatories to the Grant Agreement or any other related contracts; cannot be listed as any of the persons completing tasks in the scope of work; cannot have any role in or influence over this RFA or the application review or selection process; and cannot communicate with CARB regarding CARB's decision on the applications received. If a CARB advisory group member makes any prohibited appearance or communication subject to Government Code section 87104 as described above, the application will be disqualified and will not be eligible for an award.

Any entity selected to be part of the Statewide Planning and Capacity Building Administrator Project Team or contracted to provide technical assistance for this RFA is not eligible to be a Lead Applicant, Sub-applicant, Community Partner, contractor, or subcontractor in this RFA.

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<sup>20</sup> Fleet Rule for Public Agencies and Utilities: <https://ww2.arb.ca.gov/our-work/programs/fleet-rule-public-agencies-and-utilities>

<sup>21</sup> Clean Truck Check: <https://ww2.arb.ca.gov/sites/default/files/truckstop/hdim/hdim.html>

<sup>22</sup> Innovative Clean Transit: <https://ww2.arb.ca.gov/our-work/programs/innovative-clean-transit>

<sup>23</sup> Off-Road Regulation: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

<sup>24</sup> LSI: <https://ww2.arb.ca.gov/our-work/programs/large-spark-ignition-lsi-engine-fleet-requirements-regulation>

<sup>25</sup> PSIP: <https://ww2.arb.ca.gov/our-work/programs/heavy-duty-diesel-inspection-periodic-smoke-inspection-program>

<sup>26</sup> Truck and Bus: <https://ww2.arb.ca.gov/our-work/programs/truck-and-bus-regulation>

## FY 2022-23 CMIS and STEP Request for Applications

### **III. Partnership Structure**

Each application must include a description of the partnership structure. The application should include partnerships between stakeholders and implementers with different skillsets and expertise. If the Lead Applicant is a local government, then at least one of the Sub-applicants must be a community-based organization. If the Lead Applicant is a community-based organization, then at least one of the Sub-applicants must be a local government or a tribal government. If the Lead Applicant is a tribal government, then specific Sub-applicants are not required.

CMIS projects must include a public school or local education agency as an Applicant. If the application only includes CMIS projects, then the public school or local education agency must be the Lead Applicant. If the application includes school-related projects as a portion of the full proposal, then the public school or local education agency must at least be a Sub-applicant. Private schools are not eligible Applicants.

Partnerships can serve many important purposes, including offering diverse perspectives and complementary strengths, providing both community representation and the necessary authority to implement certain activities, connecting the projects to opportunities for sustainable funding and financing, and situating the projects within the larger regional transportation strategy. CARB encourages partnerships that prioritize decision-making led by community residents and representatives.

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# Eligible and Ineligible Projects and Costs

CMIS and STEP grants fund a variety of planning and **capacity building**, clean transportation, and supporting projects that work together to increase **transportation equity** and achieve the community’s vision.

CARB encourages Applicants to work with partners throughout the Project Community and identify cross-program connections and opportunities to synergize. For example, a community that is interested in both a CMIS grant and a STEP grant may develop one joint application that includes both school-based and community-based projects and that connects the projects to maximize benefits to students and other community residents.

## I. Eligible Projects

Each CMIS and STEP application must include at least two projects from the categories listed in Tables 4 and 5 and at least fifty percent of the total proposed budget must fund projects from the categories listed in Tables 4 and 5.

The project categories in Table 4 are eligible for CMIS and STEP funds.

**Table 4. Clean Transportation Projects (Funded by both CMIS and STEP)**

Project Category	Example Project Types
Active transportation	<ul style="list-style-type: none"> <li>• Bicycle and pedestrian-supportive infrastructure (e.g., bike racks, urban forestry)</li> <li>• Maintenance of infrastructure</li> <li>• New bikeways and networks (Class I, Class II, or Class IV) or bikeway upgrades from Class II to Class IV</li> <li>• New pedestrian walkways, sidewalks, and multi-use paths</li> <li>• Safety improvements (e.g., path/street lighting, traffic calming infrastructure, no-car zones)</li> <li>• Subsidies or vouchers to incentivize active transportation</li> </ul>
Fixed-route transit and school bus service	<ul style="list-style-type: none"> <li>• Fare subsidies</li> <li>• Improvements to increase accessibility and efficiency of service (e.g., network/fare integration, wayfinding, route optimization, and signage)</li> <li>• New or expanded service, including planning, zero-emission vehicles (ZEVs), infrastructure, and operations</li> <li>• Operations and operations improvements</li> <li>• Right-of-way improvements (e.g., bus rapid transit lanes)</li> <li>• Station improvements</li> </ul>
Shared mobility	<ul style="list-style-type: none"> <li>• Fare subsidies</li> </ul>



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Project Category	Example Project Types
	<ul style="list-style-type: none"> <li>• New or expanded zero-emission service, including carshare, rideshare, vanpooling, carpooling, bikeshare, scooter-share, <b>ride-hailing</b>, shuttles, and microtransit</li> <li>• Operations and operations improvements</li> </ul>

The project categories in Table 5 are eligible for CMIS funds.

**Table 5. Clean Vehicle and Equipment Projects (Funded by CMIS only)**

Project Category	Example Project Types
School-related vehicles and equipment	<ul style="list-style-type: none"> <li>• Charging/fueling infrastructure and battery storage</li> <li>• School-related ZEV purchase (e.g., school buses, utility carts, delivery vans, passenger cars, work trucks) and associated charging/fueling and storage infrastructure</li> <li>• Zero-emission landscaping and maintenance equipment purchases to reduce noise and air pollution on school grounds (e.g., walk-behind and ride-on mowers, string trimmers, hedge trimmers, chainsaws/polesaws, edgers, and leaf blowers or vacuums) and associated charging/fueling and storage infrastructure</li> </ul>

The project categories in Table 6 are eligible as components of projects for CMIS and STEP funds, but they must be accompanied by projects from the project categories in Tables 4 or 5.

**Table 6. Planning, Capacity Building, and Supporting Projects (Funded by both CMIS and STEP)**

Project Category	Example Project Types
Clean transportation outreach, engagement, and capacity building	<ul style="list-style-type: none"> <li>• Behavior change, education, and marketing campaigns to support shifts toward cleaner modes of transportation (e.g., gamification programs, mobile apps)</li> <li>• Community and school resource portals, toolkits, and documents</li> <li>• Community resource centers for clean transportation education and outreach</li> <li>• Community transportation needs assessments<sup>27</sup></li> </ul>

<sup>27</sup> For the purposes of this RFA, a community transportation needs assessment is a community-led effort in which transportation gaps are evaluated and mobility challenges, needs, preferences, and priorities of residents in the Project Community are identified through direct community input and engagement.

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Project Category	Example Project Types
	<ul style="list-style-type: none"> <li>• Educational resources and training for clean transportation (e.g., curricula, videos, mobile apps, safety, and training courses)</li> <li>• Events (e.g., ZEV ride and drives, bicycle rodeos, bike repair pop-ups, temporary street closures or car-free days, workshops)</li> <li>• Long-term training and skills development</li> <li>• Participatory budgeting, lottery-selected panels, and other forms of community decision-making</li> <li>• Partnership building and network development</li> <li>• Pop-up and demonstration projects and other forms of tactical urbanism<sup>28</sup></li> <li>• Surveys and information gathering</li> <li>• Trip planners, street teams, and community ambassadors to connect residents to clean transportation options</li> </ul>
Clean transportation, land use, and transportation equity plans	<ul style="list-style-type: none"> <li>• Automated and connected vehicle plans for equitable shared mobility</li> <li>• Combined land use and mobility plans</li> <li>• Feasibility studies</li> <li>• Grid capacity analyses</li> <li>• Mobility equity analyses</li> <li>• Mobility plans (e.g., active transportation, new mobility, safe routes to school, transit, multi-modal ZEV readiness, and multi-modal corridor plans)</li> <li>• Planning activities related to achieving the Prohousing Designation where there is a clear nexus to VMT reduction<sup>29</sup></li> <li>• Plans and policies to support mode shift (e.g., transportation and energy demand management plans, car-free zone plans, curbside management policies)</li> <li>• Traffic calming and safety enhancement plans (e.g., collision, safety, and speed limit analyses; Vision Zero plans)</li> <li>• Transportation equity work plans</li> </ul>
Clean transportation workforce training and	<ul style="list-style-type: none"> <li>• Business/employer relationship building and network development</li> <li>• First responder training on ZEV safety</li> </ul>

<sup>28</sup> Low-cost, short-term changes to the built environment intended to improve local neighborhoods and create gathering places through traffic calming measures and the reimagining of road space for other purposes.

<sup>29</sup> <https://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program>. List of activities is also available in the Application Guidance.

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Project Category	Example Project Types
development	<ul style="list-style-type: none"> <li>• Gap analyses of education and training opportunities (e.g., transitioning to zero-emission transportation)</li> <li>• Internships for students seeking hands-on experience</li> <li>• Job assistance and career development, apprenticeships, and pre-apprenticeship programs</li> <li>• On-the-job training for clean transportation staff</li> <li>• Partnerships with job assistance and career development programs</li> <li>• Engagement and contracting with local small businesses and workforce groups and agencies</li> <li>• Clean transportation operations or maintenance training curriculum</li> </ul>
Supporting projects	<ul style="list-style-type: none"> <li>• Data collection and project evaluations</li> <li>• <b>Displacement prevention</b> activities related to funded projects</li> <li>• Projects that support infill and transit-oriented development and reduce passenger VMT (e.g., conservation easements, adoption of urban growth boundaries, transfer of development rights)</li> <li>• Infrastructure that supports zero-emission transportation (e.g., vehicle charging, renewable energy generation or storage, broadband)</li> <li>• Local goods delivery to individuals or small businesses to minimize trips in single-occupancy vehicles (e.g., zero-emission vehicles for expanded delivery services for local businesses, mobile libraries, zero-emission school meal or grocery delivery services)</li> <li>• Road pricing pilots, policies, or programs (e.g., parking, vehicle registration, de-congestion, or road pricing; feebates) to support mode shift away from single-occupancy combustion vehicles</li> <li>• Space conversion and placemaking projects or pilots (e.g., car-free zones, curbside management, parking conversion, parklets, public art)</li> </ul>

The examples provided in Tables 4, 5, and 6 are not exhaustive. Other project types not listed may be funded through CMIS or STEP, at CARB’s discretion. Projects must:

- Meet applicable State laws.
- Increase transportation equity.
- Support or achieve GHG emissions reductions.
- Address a community or school transportation need.
- Support increased access to **key destinations** and services.

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CARB recommends that Applicants ask about other project types they are interested in during Concept Phase Q&A sessions to avoid proposing project types that CARB may deem ineligible.

### II. Ineligible Projects

Projects that are ineligible for CMIS and STEP funding include but are not limited to:

- Community-scale renewable energy or fuel production and storage
- Heavy rail service
- Highway or road capacity creation or expansion
- Inter-state transit
- Lab-scale technology research and development (Technology Readiness Level 4 or less)<sup>30</sup>
- Manufacturing, including but not limited to:
  - Acquisition of raw materials or inputs for the manufacture of commercial product(s)
  - Operations and maintenance of manufacturing facilities
- Personal or private automobile funding incentives (e.g., rebates, vouchers)
- Planning for highway or road capacity creation or expansion
- Projects that include purchase of internal combustion or hybrid vehicles
- Projects that increase GHG or air pollutant emissions
- Projects that increase passenger VMT
- Residential or commercial development
- Ride-hailing services unless they are providing services with zero-emission vehicles
- Road maintenance that is not directly linked to a complete streets project
- Vehicle or fleet replacement that does not support new or expanded service (except for the school-related vehicles and equipment in Table 5)

### III. Eligible Costs

Eligible costs that may be covered by CARB funding include:

- Access to proprietary data or research material, subject to CARB approval
- Community outreach and engagement events and support, including but not limited to:
  - Community and stakeholder advisory groups
  - Language translation and interpretation services
  - Marketing and advertisements

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<sup>30</sup> Technology must be at minimum ready to test in a relevant environment.

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- Participant incentives that are an exchange for services or information and are appropriately documented
- Public transit subsidies for participants with accessibility or transportation challenges
- Rental costs of equipment, facilities, or venues (Applicants are encouraged to seek access to free or low-cost facilities through partnerships with community facilities where possible)
- Consumer subsidies
- Costs for implementing new or expanded displacement prevention and clean transportation-supportive policies
- Development or update of clean transportation, land use, and transportation equity plans
- Electronic software licenses, services, and development or hardware support services
- Equipment and infrastructure design, engineering, procurement, lease, installation, construction, and commissioning, for elements such as:
  - Accessibility improvements
  - Battery storage
  - Consumer payment systems
  - External consultant fees
  - Green infrastructure (e.g., trees, bioswales, permeable pavement)
  - Software and hardware costs
  - Solar photovoltaic systems (when associated with project vehicles)
  - Street and sidewalk infrastructure
  - Vehicle charging and hydrogen refueling stations (when associated with project vehicles)
  - Vehicle locking and micromobility device storage stations
  - Vehicle-to-grid and vehicle-to-building elements
  - Zero-emission landscaping and maintenance equipment
  - Additional infrastructure supplements, including but not limited to equipment extended warranty, repair labor warranty, transformers, electric panels, conduit, wiring, stub-outs, demand management equipment, and parking space purchase or lease.
- Fuel and electricity costs
- Labor, including but not limited to:
  - Direct travel costs (travel reimbursement must adhere to the State rates and conditions established on the California Department of Human Resources (CalHR) website<sup>31</sup> with the exception of out-of-state travel, which is not eligible unless explicitly approved by CARB)
  - Salaries, wages, and stipends for staff and residents dedicated to the project (excluding bonuses, profit sharing, or anything not otherwise allowed by applicable laws)

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<sup>31</sup> <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

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- Training for staff
- Light-, medium-, and heavy-duty ZEV purchase and lease
- Materials and supplies, including but not limited to:
  - Language translation services
  - Preparation of materials
  - Printing and mailing
- Micromobility device (e.g., standard bicycles, electric bicycles, electric scooters, tricycles, hand-pedaled cycles, recumbent bicycles) and neighborhood electric vehicle purchase and lease
- Operations and maintenance of vehicles, equipment, and infrastructure, including but not limited to:
  - Accessibility improvements (e.g., Americans with Disabilities Act-compliant mobile phone applications, curb cuts, wheelchair-accessible vehicles)
  - Costs to outfit vehicles, equipment, and infrastructure with necessary and appropriate workplace and safety equipment
  - Insurance (for vehicle and for rider or passenger)
  - Mileage and user tracking devices (e.g., data loggers or telematics, bike and walk count equipment)
  - Repairs, repair tools, and routine maintenance
  - Reservation system development and on-going maintenance costs
  - Roadside assistance
  - Safety and training courses
  - Software compatibility support and upgrades
  - Time-of-use management systems and software
  - User safety equipment (e.g., helmets for bicycle sharing participants)

### IV. Ineligible Costs

Costs that are ineligible for CARB funding include but are not limited to:

- Advocacy work, such as direct lobbying for the passage of specific bills or local propositions
- All costs associated with enabling non-shared automobile or motorcycle parking, including but not limited to parking fees and the addition or rent of parking spaces or structures
- Building permits and site approvals
- Ceremonial expenses
- Childcare-related costs
- Collateral on any debt or loan, payments on any debt or loan, or use of funds as an asset to secure financing, refinancing, a loan, or a line of credit
- Commission fees, commissions, bonuses, and bonus payments of any kind
- Cost of acquisition of any rights-of-way or any land use entitlements

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- Costs that occur outside the **Grant Term**, including for work completed before Grant Agreement execution and ongoing operational costs after the Grant Term
- Cost-sharing for infill development
- Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
- Donations
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or California Environmental Quality Act (CEQA)
- Food and beverages
- General meetings that do not specifically discuss or advance implementation of the CARB-funded projects
- **Indirect costs** in excess of one percent of the total awarded funds
- Land or building acquisition, leasing, or renting, except for parking space purchase or lease
- Litigation costs, attorney fees, or lobbying
- Local, state, or federal taxes
- Mitigation activities that are already mandated by local or State governing bodies or agencies
- Out-of-state travel, unless explicitly approved by CARB
- Payment for any civil or criminal penalties or fines or to address, correct, or mitigate any past, present, or future violations or any alleged violations of law
- Payment of liens or to satisfy a judgment
- Political campaigns or support at the local, state, or federal level
- Profit or profit-sharing
- Publicity expenses unrelated to the CARB-funded projects
- Real estate brokerage fees or expenses
- Referral fees
- Services, materials, or equipment already paid for by another State program
- Stewardship of legal defense funds
- Travel that does not adhere to the State rates and conditions established by CalHR

### V. Project Eligibility Requirements

This section describes requirements for specific project types.

All proposed infrastructure projects (e.g., bike or pedestrian infrastructure, charging or fueling infrastructure) must qualify for an exemption under CEQA as determined by the Lead Agency. More information on how this must be documented can be found in the section "Requirements Prior to Execution of Grant Agreement" below.



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For funded outreach and engagement activities, funded activities must:

- Be directly related to the implementation of the grant.
- Focus on engaging community residents of the Project Community, and particularly on engaging hard-to-reach residents in disadvantaged and low-income communities whose interests have historically been under-represented.
- Develop and implement a process for community engagement that maximizes resident power to make decisions about project design and implementation.
- Meet the needs of residents and help maximize their ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient for them.
- Use methods recommended in the Application Guidance.
- Appropriately compensate community residents for their expertise and information provided when participating in engagement activities.
- Collect data on residents' current knowledge regarding clean transportation options.
- Use outreach, education, and press materials that have been approved by CARB and adhere to the California Climate Investments guidelines.
- Educate community residents about other applicable CARB funding opportunities, including Access Clean California and the clean vehicle ownership programs (e.g., the Clean Vehicle Rebate Program [CVRP], Clean Cars 4 All, the Clean Vehicle Assistance Program), and supporting California Energy Commission funding opportunities (e.g., the California Electric Vehicle Infrastructure Project).

For funded light-, medium-, and heavy-duty vehicle purchases:

- Vehicles must be zero-emission. ZEVs include electric-drive, all-battery electric vehicles, and fuel-cell electric vehicles.
- Vehicles may be purchased or leased (two-year minimum lease period).
- Class 2b through Class 8 vehicles must be on the eligible Clean Trucks and Bus Vouchers (HVIP) Eligible Vehicle lists<sup>32</sup> at the time of purchase.
  - New vehicles funded by CMIS and STEP cannot receive additional incentives from HVIP.
- Fleets must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the vehicles.
- Vehicles must be registered in California.
- Vehicles must be compliant with all applicable State requirements, including, but not limited to applicable CARB engine or vehicle approval or certification and Department of Motor Vehicles licensing.

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<sup>32</sup> <https://californiahvip.org/vehiclecatalog/>



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- School buses must complete California Highway Patrol (CHP) safety certification within 60 days of delivery and maintain CHP certification through the end of the Grant Term.
- No modifications can be made to the vehicle's emissions control systems, hardware, or software calibrations (California Vehicle Code [CVC] Section 27156).
- Vehicle titles cannot be salvaged (as defined in CVC Section 544).
- Vehicles must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- Vehicles must be under warranty with the manufacturer for the duration of the Grant Term.
- Used vehicles must meet the following additional requirements at the time of purchase or lease:
  - Vehicle model years must be four years or newer.
  - Vehicle mileage cannot exceed 48,000 miles.
  - Vehicles cannot have any outstanding recall notices. If there has been a recall notice for the vehicle model, documentation must be provided that the problem has been addressed before the vehicle is purchased or leased.
  - Vehicles must be inspected by a licensed automotive mechanic.
  - Vehicles that previously have participated in CVRP or HVIP (received rebates) must have passed the compliance period and have fully complied with program requirements.
  - Vehicles must be formerly listed under the eligibility list of CVRP or HVIP according to their model years.
- Once the Grant Term ends, vehicles should continue to benefit the Project Community for their **Useful Life** during which they shall not be sold, leased, discontinued, discarded, abandoned, or dismantled, except where written authorization has been received from CARB in advance.

### For funded micromobility devices:

- Purchased micromobility devices must be new.
- Micromobility service must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging or fueling infrastructure and repairs and maintenance of the devices.
- Micromobility service must be registered with the local jurisdiction, where available.
- Micromobility devices must have data collection devices or data collection metrics included in their base mode options. Data collection devices can be installed post-purchase.
- Once the Grant Term ends, micromobility devices should continue to benefit the Project Community for their Useful Life during which they shall not be sold, leased, discontinued, discarded, abandoned, or dismantled, except where

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written authorization has been received from CARB in advance.

For funded Electric Vehicle Supply Equipment (EVSE) purchase and installation:

- EVSE must be primarily intended for charging project-related vehicles but may be made available to other services or to the public.
- EVSE must be able to withstand extreme weather conditions associated with the project area (e.g., extreme temperature, heavy rains, high winds).
- Display screens must be protected from malfunctions due to condensation and any local weather conditions.
- EVSE may be installed in commercial, public, or residential locations. For EVSE installed in public locations, EVSE must meet the requirements for the “Electric Vehicle Charging Stations Open Access Act” (Senate Bill 454, Statutes of 2013).<sup>33</sup>
- EVSE may include mobile charging technologies or the use of existing charging networks.
- Charging capacity must be at minimum Level 2.
- EVSE must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the charging infrastructure.
- EVSE infrastructure and equipment must be installed by an electrician with Electric Vehicle Infrastructure Training Program certification.<sup>34</sup>
- Project must qualify for an exemption under CEQA as determined by the Lead Agency.
- Once the Grant Term ends, EVSE should continue to benefit the Project Community for their Useful Life during which the infrastructure shall not be sold, abandoned, discarded, discontinued, leased, or dismantled, except where written authorization has been received from CARB in advance.

For shared mobility projects:

- Shared mobility operators must offer inclusive access to services, including access to adaptive vehicles and devices that are designed for people with disabilities and that can carry equipment such as wheelchairs.
- For shared mobility services that operate with vehicles (rather than micromobility devices), the projected average per-vehicle occupancy must meet or exceed the relevant minimum included in Table 7 below.

**Table 7. Shared Mobility Vehicle Occupancy Requirements**

Passenger Trip Length	Ride-hailing Service?	Minimum Average Per-Vehicle Occupancy
Less than ten miles	No	2

<sup>33</sup> <https://ww2.arb.ca.gov/our-work/programs/electric-vehicle-supply-equipment-evse-standards>

<sup>34</sup> <https://evitp.org/training/>

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Passenger Trip Length	Ride-hailing Service?	Minimum Average Per-Vehicle Occupancy
Less than ten miles	Yes	3.34
Ten miles or more	No	1.21
Ten miles or more	Yes	2.01

For funded hydrogen refueling station installation, hydrogen refueling stations must:

- Be intended to provide fuel to project-related vehicles.
- Adhere to the minimum technical, renewable hydrogen, and other requirements described in CARB’s Hydrogen Fueling Infrastructure program<sup>35</sup>.
- Be designed to allow the station to accept delivery of hydrogen fuel from a mobile refueler or hydrogen tube trailer if on-site hydrogen production goes off-line or if hydrogen delivered via a pipeline is disrupted.
- Qualify for an exemption under CEQA as determined by the Lead Agency. Once the Grant Term ends, hydrogen refueling stations should continue to benefit the Project Community for the lifetime of the infrastructure.

For funded lawn and garden equipment (CMIS project category only), equipment must:

- Be on the eligible Clean Off-Road Equipment Voucher Incentive Project (CORE) Eligible Equipment<sup>36</sup> list at the time of purchase.
  - New equipment funded by CMIS cannot receive additional incentives from CORE.
- Be used on school property.

For funded displacement prevention activities (STEP project category only), funded activities must:

- Be focused on implementing additional or new policies and programs, which may include but are not limited to new policies not yet adopted, programs that address implementation barriers of existing policies and programs, and expanded efforts of existing policies and programs.
- Directly address the displacement vulnerabilities of the Project Community and the potential impacts of implementing STEP-funded projects.
- Be focused on engaging existing low-income households and small businesses within the Project Community.

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<sup>35</sup> <https://ww2.arb.ca.gov/our-work/programs/hydrogen-fueling-infrastructure>

<sup>36</sup> <https://californiacore.org/equipmentcatalog/>

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# Grant Management, Budget, and Data Expectations

## I. Grant Management

Lead Applicants should plan to have the staff capacity and budget to support grant management for the entire Grant Term. Grant management may include but is not limited to process and project planning; partner contract development and execution; payments processing, invoicing, and disbursement requests; regular status reports for and check-ins with CARB and other partners; and data collection, evaluation, and reporting to CARB and the public.

After Grant Agreements are executed, Grantees must execute written agreements with each of their Sub-applicants. Fully executed agreements must be in place before the Sub-applicants can incur any costs for which the Grantee will seek reimbursement, so it is important to execute these agreements as soon as possible. All agreements must expressly incorporate by reference the terms and conditions of the Grantee's Grant Agreement with CARB in its entirety. These written agreements will govern the work completed by each partner. Applicants are encouraged to extend these written agreements, as well as the partnership agreement and other plans outlined below beyond the Grant Term to support long-term project sustainability. However, all CARB Grant Funds must be spent within the Grant Term.

Grantees must work with their partners to develop an overall Project Plan. This plan will include multiple parts. Depending on the project types funded, it may include the following:

- Data collection, evaluation, and reporting plan
- Individual project or service operations plans
- Internal procedures and communication plan
- Long-term sustainability project plan
- Outreach and engagement plan
- Partnership agreement
- Vehicle acquisition plan

The Project Plan will be identified as a deliverable in Task 1 of the Scope of Work in the Grant Agreement. The Project Plan will serve as a detailed blueprint of the scope of the overall grant project and will be reviewed and approved by CARB. It is meant to be a useful tool for the Grantee, CARB, and other partners to plan, understand, and refer to for details of the project. The plan may be developed over time as different parts become relevant. For example, the partnership agreement should be developed within six months of grant execution (the earlier, the better). The data collection, evaluation, and reporting plan should be developed before data collection is set to begin. The individual project plan for a project with a later start date may be

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developed later in the Grant Term, before that project is set to begin. The Grantee, CARB, and partners should revisit the Project Plan consistently over the Grant Term and update it as needed within the bounds of the Grant Agreement.

Grantees may request funds as reimbursements or in advance, assuming all advance pay requirements in the Draft Sample Grant Agreement (Appendix C) are met. However, CARB Grant Funds may not be advanced to anyone other than the Grantee; all other funding recipients must be paid on a reimbursement basis only.<sup>37</sup> Grantees are encouraged to work with their partners to plan a reimbursement payment system that eases this burden, particularly for smaller community-based organizations.

Technical assistance will be available during grant implementation to support Grantees on some or all of these tasks. The technical assistance provider will work with each Grantee individually to formulate a support plan that addresses the needs of the Grantee and their partners.

## II. Budget

A majority of the total proposed budget must fund projects located within the disadvantaged and low-income community census tracts in the Project Community. More than fifty percent of the total proposed budget must also fund projects from the project categories listed in Tables 4 and 5 above. At least five percent of the total proposed budget must be set aside for data collection, evaluation, and reporting. Indirect costs may not exceed one percent of the total requested funds for CMIS and STEP.

**Resource contributions** may be provided to cover project costs but are not required. CARB has no specific limitations on resource contributions, but any resource contributions must follow the requirements set forth in the funding source that they come from.

## III. Data Collection, Evaluation, and Reporting

During the Grant Term, the Grantee and their partners will be required to collect, evaluate, and report to CARB on data from each implemented project. At least five percent of the total proposed budget must be allocated to these activities. These activities should be identified in the Scope of Work of the application.

Data collection, evaluation, and reporting are important to 1) evaluate and understand the impacts and effectiveness of the projects and use of CARB Grant Funds; 2) learn from the projects, many of which are new pilots that may provide useful information for future efforts throughout the state; and 3) be able to actively update processes and project implementation based on the information collected. During the Grant

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<sup>37</sup> <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2019/advancepayment2019/fro.pdf>

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Term, the Grantee, in coordination with their partners, must create and implement a data collection, evaluation, and reporting plan, as referenced above, that includes the following components:

1. Data collection: Collect data on projects at least quarterly. Set up a process by which project implementers report data on project implementation to the Grantee for compilation.
2. Data evaluation: Regularly evaluate project impacts based on identified metrics of success, including direct community feedback. Regularly update processes and project implementation based on evaluation results. Some metrics of success are defined by CARB. Others should be identified for each project through collaboration with Community Partners and other residents. Metrics should be both quantitative and qualitative.
3. Data reporting: Report data annually to CARB, and more frequently when requested by CARB. The data reported may vary based on the project types funded and will be finalized by CARB in coordination with the Grantee after Grant Agreement execution.

Data types collected and reported to CARB will vary based on the activities and project types implemented and may include but are not limited to the lists in Table 8.

**Table 8. Data Types and Examples**

Data Types	Examples
Basic project data	Number of participants per event, number and location of vehicles, number and location of chargers, miles and location of bike lane or sidewalk, number and location of trees, number and value of subsidies
Vehicle telematics data	Number of users, average occupancy per vehicle, miles traveled per vehicle per day, hours of operation, number of charging events, kilowatt hours used per day
Charge management data	Number of hours per charge instance, pricing, power cycles
Demographics of participants/users	Age range, zip code of residence, gender, race/ethnicity, income level, student grade level
Surveys of participants/users	Rating of trip or activity experience, type of trip taken, primary reason for using service, transportation choice that would have been made without the project, aggregated origins and destinations of trips
Employment outcomes data	Quantity and quality of jobs supported
Lessons learned and best practices	N/A
Results of community and Grantee-led evaluations	N/A

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## Concept Phase

Applications will be accepted and evaluated through a two-step process. First, Lead Applicants will apply to the Concept Phase. Concept Phase applications will be evaluated for eligibility. Eligible applications will then be scored. Concept Phase applications receiving a minimum score of 70 percent will be allowed to apply in the Full Phase. The Full Phase will only be open to Lead Applicants that were invited to submit a Full Phase application based on the outcomes of the Concept Phase.

### I. Application Submission

Lead Applicants must use the Concept Phase Application Template (Appendix A). All sections in the template must be completed for the application to be scored. All Concept Phase application responses will be considered draft. Lead Applicants will be required to describe any updates from the Concept Phase in the Full Phase application.

Concept applications must be submitted electronically via email. No oral, telephone, facsimile, or mailed applications will be accepted. Lead Applicants must send an email to [step@arb.ca.gov](mailto:step@arb.ca.gov) with the signed and complete Concept Phase application and Project Community map. CARB must receive the application no later than the Concept Phase Deadline. If the application is too large to send in one email, Applicants may submit different parts of the application in multiple emails and must include information in the body of the email about the number of emails that CARB should receive, so staff can confirm that CARB has received all parts of the application.

CARB will send a confirmation email to each Lead Applicant within 24 hours of receiving the electronic version of the application or on the next business day. Email is not instantaneous. Lead Applicants are encouraged to email their applications at least one day in advance of the Concept Phase Deadline to avoid delays due to technical difficulties. Applications received after the Concept Phase Deadline will be rejected and not scored.

### II. Q&A Sessions

CARB will hold two Q&A sessions during the Concept Phase, at which time CARB staff will be available to answer potential Planning, CMIS, and STEP Applicants' questions regarding eligibility requirements, application components and processes, and anything else related to the current RFA.

#### Concept Phase Q&A Session #1

Date: August 10, 2023

Time: 2:00 pm

Webinar registration:

[https://us06web.zoom.us/webinar/register/WN\\_IxIN0UwtTjiqLLbzZiKmbQ#/registration](https://us06web.zoom.us/webinar/register/WN_IxIN0UwtTjiqLLbzZiKmbQ#/registration)



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### Concept Phase Q&A Session #2

Date: August 29, 2023

Time: 10:00 am

Webinar registration:

[https://us06web.zoom.us/webinar/register/WN\\_p898EuIXSe2lgD0XpEg1VQ#/registration](https://us06web.zoom.us/webinar/register/WN_p898EuIXSe2lgD0XpEg1VQ#/registration)

The Q&A sessions will be open to all interested entities. Written questions submitted before each Q&A session will be given priority. Questions may be emailed to CARB staff at [step@arb.ca.gov](mailto:step@arb.ca.gov) up to 12:00 pm (Pacific Time) three business days prior to each Q&A session. Staff will only respond to questions regarding the Planning, CMIS, and STEP RFA during the Q&A sessions.

The questions and answers from the Q&A sessions will be posted on the CARB website three business days after the Q&A session. This date may be extended at CARB's sole discretion.

CARB will not answer questions regarding this RFA outside of the Q&A sessions. Any verbal communication with CARB staff concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.

### III. Technical Assistance

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are the technical assistance providers available to support potential Applicants. In the Concept Phase, they will focus on helping Applicants identify the funding program that best suits their needs, ensure that all eligibility requirements have been met, and develop a basic Project Community map. Applicants must sign up for technical assistance with the following link by **11:59 pm (Pacific Time) on August 11, 2023** to be guaranteed technical assistance:

<https://www.ca-ilg.org/cleanmobilityta>.

### IV. Eligibility Requirements and Scoring Criteria

In the Concept Phase, applications must meet the eligibility requirements in Table 9 before they are scored. Eligibility requirements will be evaluated at CARB's sole discretion. CARB may request documentation or clarification from Lead Applicants. If an application does not appear to meet all eligibility requirements or requires additional documentation, the Lead Applicant will have two business days to respond to CARB by email. The Lead Applicant will be notified by CARB by September 13, 2023 and will be required to submit proof that the eligibility requirement has been met by **11:59 pm (Pacific Time) on September 15, 2023**. Any updates to the application during this time should not result in substantial changes to the application and only updates that are directly responsive to CARB's request will be considered.



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**Table 9. Concept Phase Eligibility Requirements**

<b>Application Section</b>	<b>Eligibility Requirements</b>	<b>Yes/No/ N/A</b>
Overall	Are all sections of the Application Template complete?	
Overall	Was the application received by CARB at <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a> by the Concept Phase Deadline?	
Funding Request (Section 4)	Is the total budget requested less than or equal to \$14.85 million?	
Timeline (Section 5)	Will all CARB Grant Funds be spent by March 31, 2027?	
Project Community (Section 6)	Is more than 50% of the Project Community in disadvantaged or low-income community census tracts?	
Applicants and Partnership Structure (Section 7)	Are all Applicants eligible?	
Applicants and Partnership Structure (Section 7)	If the Lead Applicant is a local government, is one of the Sub-applicants a community-based organization? If the Lead Applicant is a community-based organization, is one of the Sub-applicants a local government or tribal government? (N/A for tribal governments as Lead Applicants.)	
Applicants and Partnership Structure (Section 7)	If the application includes school-related projects, is a public school or local education agency an Applicant? (N/A for STEP.)	
Project Descriptions and Transportation Equity (Section 8)	Are all projects eligible?	
Project Descriptions and Transportation Equity (Section 8)	Does the application include at least two projects from the categories listed in Tables 4 and 5 above?	

If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” [not applicable] to each question in Table 8), the application will be scored using the scoring criteria in Table 9. The minimum score required to proceed to the Full Phase application is 70 percent (or 25.2 points out of 36 points).

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**Table 10. Concept Phase Scoring Criteria**

<b>Application Section</b>	<b>Max. Points</b>	<b>90-100% / Yes</b>	<b>70-89%</b>	<b>50-69%</b>	<b>0-49% / No</b>
Project Community (Section 6)	2	Project Community does not overlap with an area served by an MPO or an urbanized area per the 2020 census - 100%.	N/A	N/A	Project Community overlaps with an area served by an MPO or an urbanized area per the 2020 census - 0%.
Project Community (Section 6)	2	Project Community does not overlap with locations that have received CMIS, STEP Implementation Grant, or Transformative Climate Communities (TCC) Implementation funding - 100%.	N/A	N/A	Project Community overlaps with locations that have received CMIS, STEP Implementation Grant, or TCC Implementation funding - 0%.
Applicants and Partnership Structure (Section 7)	8	Roles and responsibilities of each partner are clear, the partnership structure includes a plan to work collaboratively on the projects to ensure success, and the partnership structure identifies tangible ways to focus decision-making power to the community residents impacted by the project.	Partnership structure is clear and collaborative.	Partnership structure is not clear <u>or</u> does not identify important roles or collaboration approaches.	Partnership structure is not clear <u>and</u> does not identify important roles or collaboration approaches.
Applicants and Partnership Structure (Section 7)	2	Lead Applicant is a tribal government <u>or</u> at least two community-based organizations are Applicants - 100%.	N/A	N/A	Lead Applicant is not a tribal government <u>or</u> only one community-based organization is an Applicant - 0%.

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Application Section	Max. Points	90-100% / Yes	70-89%	50-69%	0-49% / No
Project Descriptions and Transportation Equity (Section 8)	6	Each project is clearly tailored to address one or more transportation needs identified through equitable engagement processes.	Most projects address at least one transportation need identified by the community.	Some projects address transportation needs identified by the community.	Community-identified transportation needs are not described.
Project Descriptions and Transportation Equity (Section 8)	2	Projects were identified through a STEP Planning Grant or a Clean Mobility Options (CMO) Community Transportation Needs Assessment (CTNA) Voucher - 100%.	N/A	N/A	Projects were not identified through a STEP Planning Grant or a CMO CTNA Voucher - 0%.
Project Descriptions and Transportation Equity (Section 8)	8	The proposed projects are clearly intended to increase transportation equity, connecting the needs of multiple different types of residents within the Project Community and considering workforce development, community resiliency, and economic opportunity.	The proposed projects focus on increasing transportation equity for multiple types of residents but may not consider workforce development, community resiliency, or economic opportunity.	Some but not all projects focus on increasing transportation equity for one target audience.	Transportation equity is not identified as a goal of the projects.
Project Descriptions and Transportation Equity (Section 8)	6	The proposed projects are clearly intended to increase access to key destinations and include project characteristics that consider residents with diverse transportation needs.	The proposed projects support increasing access to key destinations in some fashion and include basic considerations to meet diverse transportation needs.	Some projects support increasing access to key destinations in some fashion.	Increasing access to key destinations is not identified as a goal of the projects.

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### **V. Selection Process**

CARB staff will evaluate Concept Phase eligibility requirements per Table 9. A CARB scoring committee will score eligible Concept Phase applications following the scoring criteria in Table 10. Applications that meet the eligibility requirements and score 70 percent or higher (25.2 points out of 36 points) will be invited to submit a Full Phase application. By September 25, 2023, CARB will post the list of applications submitted and the list of applications that are eligible to move on to the Full Phase online, and CARB will notify Lead Applicants by email.

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# Full Phase

## I. Application Submission

Lead Applicants must use the Full Phase Application Template (Appendix B). All sections of the template must be completed and all required components must be included for the application to be scored.

Only Lead Applicants that were invited to move on to the Full Phase based on the outcomes of the Concept Phase will be allowed to submit a Full Phase application. When a Lead Applicant is informed that they have moved on to the Full Phase application, they will receive a link to the Kiteworks platform from CARB. This link will be unique to each Lead Applicant. Lead Applicants must upload their signed Full Phase application and all components listed in the Application Checklist in Appendix B electronically to Kiteworks no later than the Full Phase Deadline. No oral, telephone, facsimile, mailed, or e-mailed applications will be accepted. Lead Applicants may upload drafts to Kiteworks in advance of the deadline but must delete any documents they do not wish to submit as part of their Full Phase application by the Full Phase Deadline. CARB will not begin review of the Full Phase applications until November 4, 2023.

Applications uploaded after the Full Phase Deadline will be rejected and not scored. Lead Applicants are encouraged to upload applications in advance of the deadline to avoid delays due to technical difficulties. CARB will not accept applications uploaded after the deadline for any reason.

## II. Q&A Sessions

CARB will hold two Q&A sessions during the Full Phase at which time CARB staff will be available to answer potential Planning, CMIS, and STEP Applicants' questions regarding eligibility requirements, application components and processes, and anything else related to the current RFA.

### Full Phase application Q&A Session #1

Date: October 12, 2023

Time: 2:00 pm

Webinar registration: [https://us06web.zoom.us/webinar/register/WN\\_wRATPgrmSZ-5E1REhWSAdA#/registration](https://us06web.zoom.us/webinar/register/WN_wRATPgrmSZ-5E1REhWSAdA#/registration)

### Full Phase application Q&A Session #2

Date: October 24, 2023

Time: 10:00 am

Webinar registration: [https://us06web.zoom.us/webinar/register/WN\\_slLeGw4STcaL-tbpc-kyNg#/registration](https://us06web.zoom.us/webinar/register/WN_slLeGw4STcaL-tbpc-kyNg#/registration)

The Q&A sessions will be open to all interested entities that are a part of applications

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that have advanced to the Full Phase. Written questions submitted before each Q&A session will be given priority. Questions may be emailed to CARB staff at [step@arb.ca.gov](mailto:step@arb.ca.gov) up to 12:00 pm (Pacific Time) three business days prior to each Q&A session. Staff will only respond to questions regarding the Planning, CMIS, and STEP RFA during the Q&A sessions.

The questions and answers from the Q&A sessions will be posted on the CARB website three business days after the Q&A session. This date may be extended at CARB's sole discretion.

CARB will not answer questions regarding this RFA outside of the Q&A sessions. Any verbal communication with a CARB employee concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.

### III. Technical Assistance

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are the technical assistance providers available to provide tailored support to Applicants based on their needs. The technical assistance providers will reach out to each Lead Applicant invited to participate in the Full Phase to begin developing a workplan tailored to the Applicant's needs.

### IV. Eligibility Requirements and Scoring Criteria

In the Full Phase, Lead Applicants will be asked to identify any updates made to their Concept Phase application. CARB staff will evaluate these updates to ensure that the concept still meets the Concept Phase eligibility requirements and results in a minimum score of 70 percent based on the Concept Phase scoring criteria. If updates made to the Concept Phase application result in an application that would not have proceeded to the Full Phase application, per CARB's discretion, the Full Phase application will not be scored.

In the Full Phase, applications must meet the eligibility requirements in Table 11 before they are scored. CARB may request documentation or clarification from Lead Applicants. If an application does not appear to meet all eligibility requirements or requires additional documentation, the Lead Applicant will have two business days to respond to CARB. The Lead Applicant will be notified by CARB by November 8, 2023 and will be required to submit proof that the eligibility requirement has been met by **11:59 pm (Pacific Time) on November 10, 2023**. Any updates during this time should not result in substantial changes to the application and only updates that are directly responsive to CARB's request will be considered.

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**Table 11. Full Phase Eligibility Requirements**

Application Section	Eligibility Requirements	Yes/No/N/A
Overall	Have all sections of the Application Template been completed and does the application include all required components listed in the Application Checklist in the Full Phase Application Template?	
Overall	Was the application uploaded to Kiteworks by the Full Phase Deadline?	
Concept Phase Application Updates and Confirmation (Section 4)	Do any updates made to the Concept Phase application still meet the Concept Phase eligibility requirements and result in a minimum score of 70% based on the Concept Phase scoring criteria?	
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects located within disadvantaged or low-income community census tracts within the Project Community?	
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects from the categories listed in Tables 4 and 5 above?	
Budget (Section 10)	Does at least 5% of the total proposed budget fund data collection, evaluation, and reporting?	
Budget (Section 10)	Is no more than 1% of the total requested funds set aside to cover indirect costs?	
Project Benefits (Section 11)	For any shared mobility projects, does the average minimum occupancy per vehicle meet the requirements outlined in Table 6 above? (N/A for applications that do not include shared mobility projects.)	
Readiness (Section 12)	Does the Lead Applicant confirm that proposed infrastructure installations are eligible for CEQA exemption and agree to comply with the CEQA documentation requirements, where applicable?	
Readiness (Section 12)	Does documentation confirm that any applicable site control and permits have or will be met before the relevant project is scoped to start, where necessary?	
Data Collection, Evaluation, and Reporting (Section 13)	Do Applicants agree to comply with all data requirements listed in the application materials, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB?	

If all requirements are met (i.e., CARB staff answer “Yes” or “N/A” to each question in the table), an interagency review panel will score the application using the scoring criteria in Table 12. The minimum score required to be eligible for funding is 70 percent (or 70 points out of 100 points). The points from the Concept Phase do not carry over to the Full Phase application.

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**Table 12. Full Phase Scoring Criteria**

Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
Applicants (Section 6)	7	Applicants demonstrate a high level of experience, expertise, and skillsets that in combination will fully support the proposed project.	Applicants demonstrate sufficient skills and experience to support the proposed projects.	Applicants demonstrate some skills and experience relevant to the proposed project.	Application does not provide examples of relevant work products, skillsets, and experience.
Applicants (Section 6)	7	Applicants have a documented commitment to furthering equity and environmental justice. Application demonstrates experience co-developing projects with community representatives.	Applicants acknowledge and address issues of equity and environmental justice. Application demonstrates a viable plan to incorporate partners that have relevant experience and includes a pathway for community engagement.	Application demonstrates a viable plan to incorporate project partners that have relevant experience.	Application fails to address or acknowledge issues of equity or environmental justice. Application demonstrates minimal or no relevant expertise or experience to ensure project success.
Partnership Structure (Section 7) & Letters of Commitment and Support (Section 8)	7	Applicants and Community Partners include a diverse group that represents the Project Community well. The partnership structure is clear, covers necessary processes, acknowledges and addresses existing power dynamics, includes a meaningful process for residents to make decisions about each	Applicants and Community Partners are diverse. The partnership structure is clear, covers necessary processes, considers ways to address existing power dynamics and involve residents meaningfully in project decisions, and is supported by the letters of commitment and support.	The partnership structure seems capable of implementing the project but does not acknowledge existing power dynamics, does not include a process for residents to make meaningful project decisions, <u>or</u> is not fully supported by the letters of commitment	The partnership structure does not extend beyond required Applicants, is unclear and confusing, does not address equitable and community-led decision-making, <u>or</u> is not fully supported by the letters of commitment and support.



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Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
		project, and is supported by the letters of commitment and support.		and support.	
Scope and Timeline (Section 9) & Budget (Section 10)	15	Scope, timeline, and budget are feasible and identify all high-level tasks and deliverables needed to successfully implement the projects.	Scope, timeline, and budget adequately identify tasks and deliverables needed to successfully implement the projects but may under- or overestimate time or resources needed.	Scope, timeline, or budget lack details to sufficiently demonstrate the ability to complete the project on time and within budget.	Scope, timeline, or budget do not demonstrate an understanding of the time or resources needed to implement the project.
Project Benefits (Section 11)	15	The proposed projects will increase transportation equity to benefit multiple different groups within the Project Community and consider multiple aspects of transportation equity within project design. If applicable, the proposed projects address any undue burdens, such as displacement, that may result.	The proposed projects will increase transportation equity with a focus on one group of residents within the Project Community and consider some aspects of transportation equity within project design. If applicable, undue burdens are minimally considered.	The proposed projects will increase transportation equity with a focus on one group of residents within the Project Community but are lacking important elements of transportation equity within project design. If applicable, undue burdens are minimally considered.	The proposed projects will not contribute to transportation equity or have serious flaws with their approach to transportation equity and undue burdens.
Project Benefits (Section 11)	10	Each project addresses at least one well-documented transportation need. Transportation needs were all clearly identified by residents of the Project	Most projects address transportation needs that were clearly identified by residents of the Project Community.	Some projects address transportation needs. Not all needs were clearly identified by residents of the Project Community.	Application does not adequately describe community-identified transportation needs <u>or</u> projects address transportation needs that were not

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Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
		Community.			identified by residents of the Project Community.
Project Benefits (Section 11)	10	The proposed projects will provide access to multiple key destinations, comprehensively considering the specific needs of hard-to-reach residents.	The proposed projects will provide access to multiple key destinations and consider some variation in transportation needs.	The proposed projects will provide access to multiple key destinations but clearly lack consideration of some transportation needs.	The proposed projects will not provide access to multiple key destinations.
Outreach and Engagement (Section 14)	12	Projects plan for diverse, inclusive, and context-specific approaches to outreach and engagement with a focus on hard-to-reach residents. Proposed engagement incorporates ways for residents to make decisions about the projects that will impact them. Proposed outreach will educate end users on clean transportation services offered and encourage the use of clean transportation.	Projects plan for outreach and engagement with a focus on hard-to-reach residents but lacks creativity in inclusivity and context-specific approaches. Proposed engagement considers resident decision-making and proposed outreach will educate end users on clean transportation services offered and encourage the use of clean transportation.	Projects plan for some outreach and engagement but lacks a focus on hard-to-reach residents. Proposed engagement is limited to giving feedback rather than making decisions.	Projects include minimal outreach or engagement <u>or</u> has serious flaws in the approach to outreach and engagement.
Long-term Sustainability (Section 15) & Letters of Commitment	8	Application includes a clear plan for the long-term sustainability of the proposed projects after the Grant Term ends, including financial tools	Application addresses the long-term sustainability of the proposed projects after the Grant Term ends. Application identifies	Application addresses the importance of long-term sustainability and has a plan for determining how the proposed	Application minimally addresses the importance of long-term sustainability and does not include a

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Application Section	Max. Points	90-100%	70-89%	50-69%	0-49%
and Support (Section 8)		and resources, enabling partnerships, and how capital investments and social infrastructure will continue to benefit the Project Community.	some resources that may be available to support and sustain the proposed projects.	projects will reach long-term sustainability <u>or</u> resources identified to sustain the proposed projects are minimal or highly uncertain.	plan or identify resources to maintain proposed projects after the Grant Term ends.
Workforce Development (Section 16)	10	Application includes a clear plan for workforce development in the climate and clean transportation sectors with a focus on Project Community residents who face barriers to employment.	Application includes workforce development in the climate and clean transportation sectors without a clear focus on Project Community residents who face barriers to employment.	Application considers relevant workforce development opportunities related to the proposed projects, but projects do not actively support workforce development.	Application does not consider workforce development in the climate and clean transportation sectors.

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### V. Selection Process

An interagency review panel will evaluate the Full Phase applications based on the Full Phase application eligibility requirements and scoring criteria in the tables above. CARB will award funds to the applications that meet all eligibility requirements and that score the highest, based on the following priorities:

1. At minimum, award half (approximately \$7.4 million) of CMIS funds to school-related projects and award half (approximately \$7.4 million) of STEP funds to community-based projects.
2. Keep applications whole.
3. Fund down the list, starting with the application that scores the highest until all available funds are awarded.

Based on the list of highest-scoring applications, following these priorities may mean that a portion of STEP's \$14.85 million will be dedicated to funding required for the highest-scoring CMIS application or vice-versa. Projects that move on to the Full Phase are not guaranteed funding.

In the event funding has been awarded to the highest-scoring CMIS and STEP applications so at least half of the CMIS funds and half of the STEP funds are awarded, and the remaining available funds are less than the amount requested in the next highest-scoring application, CARB, in its sole discretion, may offer to fund a portion of the next highest-scoring application, carry the remaining funds forward to the next Fiscal Year, or direct funding to another project in the Funding Plan. CARB retains the right to remove discrete elements of applications selected for funding that CARB determines to be ineligible or to reduce the scope of an application to use any remaining funds.

While there are no restrictions on the number of applications that a Lead Applicant may submit, CARB will award at most one application per Lead Applicant. This policy may be modified at CARB's sole discretion.

The preliminary selection of an application does not in any way commit CARB to approving or finalizing the Grant Agreement. The preliminary Grantee will be required to sign a Grant Agreement with CARB to fulfill the duties of the Grantee (see Appendix C). CARB, in its sole discretion, may cancel the preliminary selection and select the next highest-scoring project, and so on, until an agreement is reached, or exercise its right, in its sole discretion, to not award a grant. If, in CARB's sole discretion, no submitted application meets the goals of this RFA, the Funding Plan, or AQIP Guidelines, no selection of a Grantee is required to be made. If funding remains, CARB may direct it to another project identified in the Funding Plan or re-issue the solicitation (Full Phase or both phases) as needed.

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## Post-award Process

After funding recipients are preliminarily selected, each preliminary Grantee must work with CARB to refine the Scope of Work for their Grant Agreement.

### I. Scope of Work

Applicants must consider the duties listed in Task 1 of the Scope and Timeline Template (Appendix B, Attachment II) and the requirements in the Draft Sample Grant Agreement (Appendix C) when developing their application, especially the timeline and budget. The Scope of Work that is submitted as part of the Full Phase application will be included as the Scope of Work of the Grant Agreement. The Grant Agreement must be executed by May 15, 2024.

### II. Requirements Prior to Execution of Grant Agreement

Once selected and prior to Grant Agreement execution, preliminary Grantees must complete all of the following activities. If the following activities are not completed, then no award shall be made and no Grant Agreement will be approved or signed by CARB.

**Benefits Quantification:** Work with CARB to quantify the benefits of proposed projects using the California Climate Investments Clean Mobility Benefits Calculator.<sup>38</sup> Quantifiable benefits include GHG emission reductions, other co-benefits such as air pollutant reductions and travel cost savings, and jobs supported. To be eligible for funding, each CMIS and STEP project must not result in an increase in GHG emissions or passenger VMT according to the calculator. CMIS and STEP funding awards will be contingent on these results.

**CEQA:** Submit a completed CEQA worksheet, based on a template provided by CARB, for each proposed infrastructure installation to document the project's expected exemption from CEQA. Begin to prepare any necessary CEQA Notices of Exemption. No later than six months after Grant Agreement execution, submit documentation that the project is exempt from CEQA. Such documentation will typically involve showing that the "CEQA Lead Agency," as defined in CEQA and as responsible for any discretionary approval of the project, has properly filed a Notice of Exemption for the project and 35 days has elapsed since the filing of the Notice of Exemption without there being a judicial challenge to it.

**Consistency with Regional Plans Letter:** Submit a letter from a representative of the Metropolitan Planning Organization (MPO) in which the Project Community is located,

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<sup>38</sup> Final Benefits Calculator will be available at: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>

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or a representative of the equivalent regional planning agency if the Project Community is located in a non-MPO region, that documents which strategies in the most recently adopted Sustainable Community Strategy or equivalent regional sustainable planning document the project will contribute to implementing.

**Governing Board Resolution:** Submit a resolution from the preliminary Grantee's governing board that commits the entity to do the following things:

- Comply with the requirements of the Grant Agreement
- Accept grant funds from CARB
- Allocate and authorize any resource contributions that the entity has committed as part of the application
- CARB also recommends the resolution allow for grant amendments without governing board approval

**Payee Data Record:** Complete and submit the STD. 204 Payee Data Record form or Government Agency Taxpayer ID form provided by CARB.

**Verification of Compliance with CARB Regulations:** Submit certificates of compliance and other record-keeping documentation relevant to the preliminary Grantee's existing fleet such as copies of Opacity Test Reports, Department of Motor Vehicles reports, and Public Agency and Utility Fleet information.

Both CARB and the preliminary Grantee must sign the Grant Agreement to execute it. Signing the Grant Agreement will commit the Grantee to fulfilling the administrative and technical duties associated with the project. An executed Grant Agreement must be in place before work on the selected projects may begin. No work performed or expenses incurred prior to full Grant Agreement execution (by CARB and the Grantee) will be reimbursed.

Signed Grant Agreements, completed Benefits Calculators, CEQA worksheets, regional planning letters, and approved governing board resolutions must be submitted to CARB by no later than May 14, 2024. CARB reserves the right, but not the obligation, to extend this document submittal deadline. If these documents are not submitted by the deadline, CARB, in its sole discretion, may deny the application and redirect funds to another application submitted to this RFA or to another project in the Funding Plan, as needed.

CARB, in its sole discretion, may make changes to the proposed project milestones, work plan, or disbursement schedules in consultation with the Lead Applicant for inclusion in the Grant Agreement.

### III. Unawarded Applicant Debriefs and Support

Once Applicants have been selected for funding and CARB announces the anticipated awards, the Applicants that were not selected for funding have thirty days to submit a

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written request to [step@arb.ca.gov](mailto:step@arb.ca.gov) for a debrief meeting with CARB. The debrief will include a review of the strong and weak aspects of their submitted application and recommendations for how to improve their application for potential future funding. CARB will offer one debrief per application. The debrief may include the Lead Applicant, Sub-applicants, and other project partners.

CARB, within its sole discretion and with no obligation to do so, may explore other opportunities to support Applicants that were not awarded funding through this Fiscal Year's RFA, including funding from future Fiscal Years or technical assistance for future funding opportunities.



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# Administration

## I. Advance Pay

Consistent with the Legislature's direction to expeditiously disburse grants, CARB, in its sole discretion, may provide advance payments of grant awards to support project initiation and implementation, with a focus on mitigating the constraints of modest reserves and potential cash flow problems. However, all advance payments must in each instance fully comply with all advance pay regulatory requirements. Additional information on advance pay is in the Draft Sample Grant Agreement (Appendix C). Only Lead Applicants may qualify for advance pay. Sub-applicants, Community partners, contractors, subcontractors, consultants, and other participants shall only be paid on a reimbursement basis.

## II. Applicant's Admonishment

This RFA contains the instructions governing the application process, including the required format of information and materials to be submitted, requirements that must be met to be eligible for consideration, and Applicant responsibilities. Applicants must carefully read the entire RFA, ask appropriate questions in a timely manner, submit a complete application with all required responses by the required date and time, and make sure that all procedures and requirements of the RFA are followed and appropriately addressed.

## III. Agreement Requirements

The content of this RFA and sections of each preliminary Grantee's application shall be incorporated by reference into the final Grant Agreement. CARB reserves the right to negotiate with selected Lead Applicants to modify the project scope, level of funding, or both. If CARB is unable to successfully negotiate and execute a Grant Agreement with a preliminary Grantee, CARB, at its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible application. This does not limit CARB's ability to withdraw a proposed award for other reasons, including for no cause, or to take any other direction consistent with applicable law.

## IV. Cost of Developing Application

The Applicant is responsible for the cost of developing an application, and this cost cannot be charged to the State. This RFA does not commit CARB to award, nor does it commit CARB to pay, any costs incurred by any Applicants or by others resulting from the development or submission of an application or participation in the RFA process (including but not limited to travel expenses). Furthermore, no costs incurred prior to the full execution of a Grant Agreement by CARB and the Grantee are reimbursable. All costs associated with RFA participation, application preparation, and travel are the sole responsibility of each Applicant. In addition, CARB is not liable for



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any costs incurred during environmental review (if applicable) or as a result of withdrawing a proposed award or canceling the RFA.

### **V. Claims against CARB**

Each Lead Applicant acknowledges, accepts, and understands that neither the Lead Applicant's organization nor any of the Lead Applicant's representatives shall have any claims whatsoever against CARB or any of its respective officials, agents, or employees arising out of or relating to this RFA or these RFA procedures, except as between CARB as the Grantor and the Lead Applicant as the Grantee, as set forth in the terms of a Grant Agreement signed by authorized representatives of CARB and the selected Grantee. Sub-applicants and other participants shall have no rights or claims of any kind or nature against CARB or any of its respective officials, agents, or employees.

### **VI. Disposition of Lead Applicant's Documents**

All applications and related material submitted in response to this RFA become the sole and exclusive property of the CARB, will not be returned, and are public records subject to the disclosure requirements of the California Public Records Act (CPRA) as solely determined by CARB.

If trade secret or proprietary information is contained in documents or other information submitted by the Lead Applicant as a part of the Application and the Lead Applicant has expressly claimed that such information falls within one or more CPRA exemptions, then the Lead Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing the confidential information on each document before submitting the Application to CARB. In the event of a request for such information, CARB will make reasonable efforts to provide notice to the Lead Applicant prior to disclosure under the CPRA. If the Lead Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, the Lead Applicant is required at its own cost, liability, and expense to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Sacramento County at least three business days before CARB's deadline to respond to the CPRA request. If the Lead Applicant fails to obtain such a court remedy within said timeframe, then CARB may, at its discretion, disclose the requested information and CARB shall not be liable or responsible for such disclosure. The Lead Applicant agrees that it shall defend, indemnify, and hold CARB harmless for, from, and against any and all claims that may or do result from denial by CARB of a CPRA request for any Lead Applicant information.

In addition to the requirements of the CPRA, CARB may be under other legal obligations for release or disclosure of the information contained in any application submitted and makes no warranty or representation that such information and accompanying documents will not be released where required or allowed to be released by applicable law.

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### **VII. Errors**

If a Lead Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFA, the Lead Applicant shall immediately notify CARB of such error in writing and request modification or clarification of the document before the application deadline. CARB shall not be responsible for failure to correct errors.

### **VIII. Grant and Budget Revisions**

Changes in the project budget, deliverables, or extension of the project schedule should be avoided where possible. CARB will work with the Grantee to determine where flexibility is possible within the Grant Agreement to allow for community engagement to continue informing project design throughout grant implementation and will assist the Grantee with formal amendments where needed.

Once a Grant Agreement has been fully executed by both CARB and Grantee, changes to the work to be done or other project scope changes may be considered by CARB, if necessary, in consultation with the Grantee. In cases where changes may be allowed, they must be approved in advance and in writing by CARB and may require a grant amendment.

### **IX. Immaterial Defect**

CARB may waive any immaterial defect or deviation contained in an application. CARB's waiver shall in no way modify the application or excuse the successful Lead Applicant from full compliance.

### **X. No Agreement Until Signed**

No agreement between CARB and the selected Lead Applicant is in effect until the Grant Agreement is signed by the selected Lead Applicant and by the authorized CARB representative. Qualifying costs may be reimbursed by CARB only after full execution of the Grant Agreement. No costs incurred prior to execution of the Grant Agreement are reimbursable using CARB Grant Funds.

This RFA and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between CARB and any Lead Applicant, nor shall any information herein be construed as a representation or warranty on behalf of CARB or as a statement on which the Lead Applicant may justifiably rely in executing any license or agreement with CARB. All legal rights and obligations between any successful Lead Applicant and CARB will come into existence if and only if a Grant Agreement is signed by authorized representatives of both parties and approved by CARB. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the approved and fully executed Grant Agreement.

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### **XI. No Modifications to the General Provisions**

Because time is of the essence, if an Applicant at any time, including after preliminary selection, attempts to negotiate or otherwise seeks modification of the General Provisions (attached as Appendix C, Draft Sample Grant Agreement), CARB may reject the application or withdraw the proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including for no cause.

### **XII. No Right to Protest**

Applicants acknowledge, understand, and agree that consideration for and award of a grant is fully discretionary and at no time shall an Applicant be entitled to protest, appeal, or challenge a decision to reject or accept an application, disqualify an Applicant or an application, or withdraw or amend the RFA in whole or in part.

### **XIII. Payment of Prevailing Wages**

All Applicants must read and pay particular attention to Appendix C, Draft Sample Grant Agreement Section 10.17 entitled "Prevailing wages and labor compliance." Prevailing wage rates can be significantly higher than non-prevailing wage rates. Failure to pay legally required prevailing wage rates can result in substantial damages and financial penalties, termination of the Grant Agreement, disruption of projects, and other complications.

### **XIV. Prohibition of Gifts**

CARB officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with CARB or proposing to do business with CARB. The offering of any gift may be grounds for disqualification. To avoid even the appearance of impropriety, Applicants intending to submit or submitting an application shall not offer any gifts or souvenirs, even of minimal value, to any CARB officers, employees, or advisors.

### **XV. Remedies for Non-performance**

In the case of non-performance, remedies detailed in this section may be utilized at CARB's discretion. Examples of non-performance include but are not limited to: misuse of funding for ineligible expenses, failure to comply with program guidelines or requirements, inability to meet performance requirements or scheduled milestones, and failure to comply with the terms and conditions identified in legal agreements. Remedies may include:

- CARB may seek to resolve the dispute directly with the Grantee or involve a third-party mediator.
- CARB may issue a stop work order.
- CARB may terminate the agreement at its sole discretion.

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- CARB may recover grant funds, spent and unspent, to the degree they have been spent or are being spent inappropriately.
- CARB may withhold funds from payment.
- CARB may take civil actions.

### **XVI. RFA Cancellation, Amendments, and Outcomes**

CARB reserves the right to do any of the following at any time:

- Terminate this RFA (even after an intent to award has been determined), and, at CARB's sole discretion, issue a new RFA.
- Revise the amount of funds available under this RFA.
- Extend or modify deadlines specified in this RFA or in the Grant Agreement, including deadlines for accepting applications.
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in an application, in the RFA, or in the RFA process, or as party of any subsequent grant negotiation.
- Modify the selection process, the Grant Term, or the contents or format of the forms, conditions, instructions, or requirements.
- Request that a Lead Applicant supplement or modify all or certain aspects of a submittal or other documents or materials that have been submitted.
- Reject any or all applications received in response to this RFA, without indicating any reason for such rejection.
- Modify any terms or conditions of the Draft Sample Grant Agreement.
- Terminate failed negotiations without liability and negotiate with other Applicants.
- Negotiate with any or none of the Applicants.
- Issue grants specified in this RFA by any other legal means.
- Disqualify any Lead Applicant or Grantee on the basis of a real or apparent conflict of interest or evidence of collusion that is disclosed by the Lead Applicant or other data available to CARB.
- Eliminate, reject, or disqualify an application from any Lead Applicant who fails to submit a responsive application or who later fails to demonstrate that they are a responsible Lead Applicant, as determined solely by CARB.
- Accept all or a portion of an application.

### **XVII. Withdrawal of Application**

Applicants may withdraw their applications at any time. The Lead Applicant must submit a written withdrawal request signed by the Lead Applicant's duly authorized representative and addressed and submitted to [step@arb.ca.gov](mailto:step@arb.ca.gov).

# Clean Mobility in Schools and the Sustainable Transportation Equity Project FY 2022-23 Request for Applications

## APPENDIX A: Concept Phase Application Template

**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More information: <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

## FY 2022-23 CMIS and STEP RFA - APPENDIX A

The California Air Resources Board (CARB) requires applications to be accurate, and Lead Applicants are strongly encouraged to ensure their applications are brief and clear. All Concept Phase application responses will be considered draft. Lead Applicants will be required to describe any updates from the concept in the Full Phase application.

**Instructions:** Complete the Application Template below to apply for Clean Mobility in Schools (CMIS) or the Sustainable Transportation Equity Project (STEP). Refer to the Request for Applications (RFA) for more information. All sections in this template must be completed for the application to be scored.

Lead Applicants must send an email to [step@arb.ca.gov](mailto:step@arb.ca.gov) with the signed and complete Concept Phase application and Project Community map. CARB must receive the application no later than **11:59 pm (Pacific Time) on September 8, 2023 (the Concept Phase Deadline)**. If the application is too large to send in one email, Lead Applicants may submit different parts of the application in multiple emails and must include information in the body of the email about the number of emails that CARB should receive, so staff can confirm that CARB has received all parts of the application.

CARB will send a confirmation email to each Lead Applicant within 24 hours of receiving the electronic version of the application or on the next business day. Email is not instantaneous. Lead Applicants are encouraged to email their applications at least one day in advance of the Concept Phase Deadline to avoid delays due to technical difficulties. Applications received after the Concept Phase Deadline will be rejected and not scored.

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are available to support potential Applicants. In the Concept Phase, they will focus on helping Applicants identify the funding program that best suits their needs, ensure that all eligibility requirements have been met, and develop a basic Project Community map. Applicants must sign up for technical assistance with the following link by **11:59 pm (Pacific Time) on August 11, 2023**, to be guaranteed technical assistance: <https://www.ca-ilg.org/cleanmobilityta>.

CARB will hold two Question & Answer sessions during the Concept Phase to help answer potential Applicants' questions. See the section "Q&A Sessions" in the RFA for more details.

FY 2022-23 CMIS and STEP RFA - APPENDIX A

### 1. Cover Page

Print clearly or type all information on this application.

1. Project Name:
2. Organization Name:
3. Type of Organization:
4. Contact Name and Title:
5. Person with Contract Signing Authority (if different from above):
6. Mailing Address and Contact Information: Street:
City, State, Zip Code:
7. Phone:
8. Email:
9. <input type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.

The undersigned declares that he or she is an official/agent of responding Lead Applicant and Sub-applicants and is empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant (and Sub-applicants and Project Teams). The undersigned hereby represents, warrants, certifies and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements and/or other legal consequences.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:

#### Third Party Certification (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of Funding to Third Party:



FY 2022-23 CMIS and STEP RFA - APPENDIX A

## 2. Eligibility Requirement Review

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met.

CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	Eligibility Requirements	Yes/No/N/A
Overall	Are all sections of the Application Template complete?	Select one:
Overall	Was the application received by CARB at <a href="mailto:step@arb.ca.gov">step@arb.ca.gov</a> by the Concept Phase Deadline?	Select one:
Funding Request (Section 4)	Is the total budget requested less than or equal to \$14.85 million?	Select one:
Timeline (Section 5)	Will all CARB Grant Funds be spent by March 31, 2027?	Select one:
Project Community (Section 6)	Is more than 50% of the Project Community in disadvantaged or low-income community census tracts?	Select one:
Applicants and Partnership Structure (Section 7)	Are all Applicants eligible?	Select one:
Applicants and Partnership Structure (Section 7)	If the Lead Applicant is a local government, is one of the Sub-applicants a community-based organization? If the Lead Applicant is a community-based organization, is one of the Sub-applicants a local government or tribal government? (N/A for tribal governments as Lead Applicants.)	Select one:
Applicants and Partnership Structure (Section 7)	If the application includes school-related projects, is a public school or local education agency an Applicant? (N/A for STEP.)	Select one:
Project Descriptions and Transportation Equity (Section 8)	Are all projects eligible?	Select one:
Project Descriptions and Transportation Equity (Section 8)	Does the application include at least two projects from the categories listed in Tables 4 and 5 in the RFA?	Select one:





FY 2022-23 CMIS and STEP RFA - APPENDIX A

## 6. Project Community

- A. Describe the community that the projects will benefit. For example, you may want to describe the residents, workers, and students in the benefitting community, including demographics such as race/ethnicity, age, gender, income level, employment, languages spoken, vehicle ownership, travel patterns to key destinations, and transportation mode share. You may also want to describe the types and quality of transportation options currently available within the community.

This response will be used as background for scoring other application sections.  
(Maximum 1,500 characters)

Input response below:

--

- B. Attach a map of the Project Community's boundaries to this application document. Work with the technical assistance providers to create this map in the required format (.shp, .kml, or .kmz file type). This map will be used to confirm that the Project Community meets eligibility requirements and will be used to score whether the Project Community is rural and whether the Project Community has received past implementation funding from CMIS, STEP, or similar State programs.

Input name of map file below:

--







# Clean Mobility in Schools and the Sustainable Transportation Equity Project FY 2022-23 Request for Applications

## APPENDIX B: Full Phase Application Template

**Note:**

If you require this document in an alternate format or language, please contact Heather Choi at (279) 208-7556 or [heather.choi@arb.ca.gov](mailto:heather.choi@arb.ca.gov). TTY/TDD/Speech to Speech users may dial 711 for California Relay Service.

July 24, 2023

More information: <https://ww2.arb.ca.gov/lcti-step-pcb-cmis>

## FY 2022-23 CMIS and STEP RFA – APPENDIX B

The California Air Resources Board (CARB) requires applications to be accurate, and Lead Applicants are strongly encouraged to ensure their applications are brief and clear. If a project is selected for funding, the application will be incorporated into the grant agreement and sections of it may be added into the body of the grant agreement. Applications will be considered a promise to perform actions in a specific project and are not considered a starting place to begin negotiations on the project's final scope.

**Instructions:** Complete the Application Template below to apply for Clean Mobility in Schools (CMIS) or the Sustainable Transportation Equity Project (STEP). Refer to the Request for Applications (RFA) for more information. All sections of the template must be completed, all statements requiring signature must be signed and dated, and all required components must be included for the application to be scored.

When a Lead Applicant is informed that they have moved on to the Full Phase application, they will receive a link to the Kiteworks platform from CARB. This link will be unique to each Lead Applicant. Lead Applicants must upload their signed Full Phase application and all components listed in the Application Checklist electronically to Kiteworks no later than **11:59 pm (Pacific Time) on November 3, 2023 (the Full Phase Deadline)**. No oral, telephone, facsimile, mailed, or e-mailed applications will be accepted. Lead Applicants may upload drafts to Kiteworks in advance of the deadline but must delete any documents they do not wish to submit as part of their Full Phase application by the Full Phase Deadline. CARB will not begin review of the Full Phase applications until November 4, 2023.

Applications uploaded after the Full Phase Deadline will be rejected and not scored. Lead Applicants are encouraged to upload applications in advance of the deadline to avoid delays due to technical difficulties. CARB will not accept applications uploaded after the deadline for any reason.

The Institute for Local Government, in collaboration with People for Mobility Justice and Fehr & Peers, are available to provide tailored support to each Applicant based on their needs. The technical assistance providers will reach out to each Lead Applicant invited to apply based on their Concept Phase application.

CARB will hold two Question & Answer sessions during the Full Phase to help answer potential Applicants' questions. See the section "Q&A sessions" in the RFA for more details.

FY 2022-23 CMIS and STEP RFA – APPENDIX B

**1. Cover Page**

Print clearly or type all information on this application.

1. Project Name:
2. Organization Name:
3. Type of Organization:
4. Contact Name and Title:
5. Person with Contract Signing Authority (if different from above):
6. Mailing Address and Contact Information: Street:
City, State, Zip Code:
7. Phone:
8. Email:
9. <input type="checkbox"/> I have read and understood the terms and conditions of the Sample Grant Agreement.

The undersigned declares that they are an official/agent of the responding Lead Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Lead Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in this application package are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:

**Third Party Certification** (if applicable)

I have completed the application, in whole or in part, on behalf of the Lead Applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of Funding to Third Party:



FY 2022-23 CMIS and STEP RFA – APPENDIX B

## 2. Application Checklist

Use this section to check that all required application components have been included and will be submitted to CARB. All components in the table below are required for the application to be scored.

Application Component	Included? Yes/No
Completed Application Template (including signed Cover Page and Section 17)	
Letters of Commitment and Support Attachments	
Scope and Timeline Attachment	
Budget Attachment	
Readiness Documentation Attachments	

SAMPLE

FY 2022-23 CMIS and STEP RFA – APPENDIX B

### 3. Eligibility Requirements

Answer the questions in the table below. Use this section to check that all applicable eligibility requirements have been met. CARB will also review and confirm that all applicable eligibility requirements have been met. Applications must meet all applicable eligibility requirements to be scored.

Application Section	Eligibility Requirements	Yes/No/N/A
Overall	Have all sections of the Application Template been completed and does the application include all required components listed in the Application Checklist in the Full Phase Application Template?	
Overall	Was the application uploaded to Kiteworks by the Full Phase Deadline?	
Concept Phase Application Updates and Confirmation (Section 4)	Do any updates made to the Concept Phase application still meet the Concept Phase eligibility requirements and result in a minimum score of 70% based on the Concept Phase scoring criteria?	
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects located within disadvantaged or low-income community census tracts within the Project Community?	
Budget (Section 10)	Does more than 50% of the total proposed budget fund projects from the categories listed in Tables 4 and 5 above?	
Budget (Section 10)	Does at least 5% of the total proposed budget fund data collection, evaluation, and reporting?	
Budget (Section 10)	Is no more than 1% of the total requested funds set aside to cover indirect costs?	
Project Benefits (Section 11)	For any shared mobility projects, does the average minimum occupancy per vehicle meet the requirements outlined in Table 6 above? (N/A for applications that do not include shared mobility projects.)	
Readiness (Section 12)	Does the Lead Applicant confirm that proposed infrastructure installations are eligible for CEQA exemption and agree to comply with the CEQA documentation requirements, where applicable?	
Readiness (Section 12)	Does documentation confirm that any applicable site control and permits have or will be met before the relevant project is scoped to start, where necessary?	
Data Collection, Evaluation, and Reporting (Section 13)	Do Applicants agree to comply with all data requirements listed in the application materials, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB?	

FY 2022-23 CMIS and STEP RFA – APPENDIX B

### 4. Concept Phase Application Updates and Confirmation

Confirm whether the responses submitted in the Concept Phase application are still accurate. If they need to be updated, describe any updates that have been made. This section will be used to confirm that any updates to the Concept Phase application still meet eligibility requirements and score at least 70% according to the Concept Phase eligibility requirements and scoring criteria. This section will also be used as background information when scoring the Full Phase application.

Concept Phase Application Section	For each section of the Concept Phase application, if no updates need to be made, write "No updates" below. If updates do need to be made, describe those updates below.
Section 4. Funding Request	
Section 5. Timeline	
Section 6. Project Community	
Section 7. Applicants and Partnership Structure	
Section 8. Project Descriptions and Transportation Equity	

FY 2022-23 CMIS and STEP RFA – APPENDIX B

### 5. Application Summary and Community Vision

Briefly summarize the overall application. Include a high-level description of the Project Community, the proposed projects, and how these projects will work together to achieve the community’s vision of transportation equity. This response will be posted publicly on CARB’s website and will be used as background information when scoring the Full Phase application. *(Maximum 1,000 characters)*

Input response below:
-

SAMPLE

FY 2022-23 CMIS and STEP RFA – APPENDIX B

## 6. Applicants

Follow the instructions below. These responses will be scored.

- A. Outline the roles and responsibilities of each Lead Applicant and Sub-applicant. Describe why, through relevant expertise, experience, and skillsets, the Lead Applicant and each Sub-applicant is suited for their identified role and how, as a whole, they have the necessary qualifications to complete the projects.  
*(Maximum 3,000 characters)*

Input response below. Include the name of any relevant attachments:

-

SAMPLE

FY 2022-23 CMIS and STEP RFA – APPENDIX B

- B. Provide documentation of each Applicant’s commitment to furthering equity and environmental justice. Describe each Applicant’s relationships with Community Partners and representatives. Provide documentation and describe the outcomes of past work with Community Partners and representatives. *(Maximum 3,000 characters)*

<p>Input response below. Include the name of any relevant attachments:</p> <p>-</p> <p style="text-align: center; font-size: 48px; opacity: 0.5;">SAMPLE</p>
--

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## 7. Partnership Structure

Expand on the description provided in the Concept Phase application about how the partnership structure has been or will be created to accurately represent the Project Community. Describe the governance and decision-making structure of the partnership, including how the structure prioritizes decisions made by Community Partners and other community residents. Describe the legal and financial structure of the partnership, including who is contracting with whom and how the Lead Applicant will procure, contract with, and pay Sub-applicants and Community Partners. Finally, describe how the partnership structure will address power dynamics and potential inequities that may exist between partners. Lead Applicants may submit diagrams that demonstrate the partnership structure as attachments, but this is not required.

This response will be scored. *(Maximum 3,000 characters)*

Input response below. Include the name of any relevant attachments:

-

SAMPLE

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### 8. Letters of Commitment and Support

Provide a letter of commitment and support from each Applicant. Use the Letters of Commitment and Support Template (Attachment I) to ensure that all necessary topics are covered. Letters of commitment and support from Community Partners, as well as from entities that are necessary for the project to move forward and be sustained in the long-term, such as elected officials, electrical utilities, and government entities that own the right-of-way, are encouraged.

This response will be used to score the partnership structure and long-term sustainability sections. *(Maximum 500 characters)*

List letters attached to application:
-

### 9. Scope and Timeline

Provide a scope and timeline using the Scope and Timeline Template (Attachment II). Follow the instructions in the template. The proposed scope and timeline should outline the tasks needed to complete each project and approximate start and end dates for each task and sub-task.

This response will be scored.

Input name of scope and timeline file:
-

### 10. Budget

Provide a detailed budget using the Budget Template (Attachment III). Follow the instructions in the template. The proposed budget should estimate all labor, material, equipment, construction, installation, and grant management costs associated with the proposed projects. Labor rates must account for overhead and fringe benefits. Projected costs must account for any expectation of cost increases (e.g., cost of living increases, inflation).

This response will be used to confirm the eligibility of the budget and will be scored.

Input name of budget file:
-



FY 2022-23 CMIS and STEP RFA – APPENDIX B

### 11. Project Benefits

- A. **Transportation equity:** Expand on the description provided in the Concept Phase application about how the projects will work together to increase transportation equity, address community-identified needs, and increase access to key destinations. Consider how the projects will address and incorporate transportation equity as defined in the RFA, different elements that support transportation equity (e.g., accessibility, affordability, reliability, safety, and environmental sustainability), and the environmental justice principles. Describe how the solutions identified are suited to specific characteristics of the Project Community, including the specific needs of hard-to-reach residents.

This response will be scored. (Maximum 4,000 characters)

Input response below. Include name of any relevant attachments:

-

**SAMPLE**

FY 2022-23 CMIS and STEP RFA – APPENDIX B

**B. Shared mobility occupancy:** For any shared mobility projects that operate with vehicles (rather than micromobility devices), what is the average minimum occupancy per vehicle expected?

This section will be used to confirm eligibility of the proposed shared mobility projects. *(Maximum 200 characters)*

Input response below. If N/A, explain why:
-

**C. Displacement prevention:** For community-based (not school-based) clean transportation projects, describe displacement vulnerabilities that currently exist in low-income households and small businesses within the community and how the proposed projects will enact new or coordinate with existing policies and programs to help prevent displacement of existing low-income households and small businesses that may occur due to the CARB-funded projects.

This response will be scored. For CMIS (school-based) projects, this section is N/A and will not be factored into the score. *(Maximum 1,000 characters)*

Input response below. If N/A, explain why:
-

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## 12. Readiness

Follow the instructions below. These responses will be used to confirm that the projects will meet readiness requirements.

- A. **CEQA:** Do you agree with the following statement? I understand that any proposed infrastructure installation must be eligible for a CEQA exemption and that funding for any proposed infrastructure installation is contingent on 1) providing a completed CEQA worksheet to CARB for each relevant project before grant agreement execution and 2) providing documentation of a CEQA Notice of Exemption, as described in the RFA, to CARB within six months of grant agreement execution. This is not applicable to projects on tribal lands or to projects that do not include any proposed infrastructure installations. *(Maximum 300 characters)*

Input response (Yes, No, or N/A) below. If N/A, explain why:
-

- B. **Other Readiness:** Provide documentation to confirm that any applicable site control or permits have been obtained or will be obtained before the relevant projects are scoped to start, and describe plans to obtain permits for each proposed infrastructure installation. *(Maximum 300 characters)*

The Governor’s Office of Business and Economic Development is available to provide permitting assistance. Contact information is available below:

Mr. Tyson Eckerle  
 Phone: (916) 322-0563  
 Email: [tyson.eckerle@gobiz.ca.gov](mailto:tyson.eckerle@gobiz.ca.gov)

Input response below and list documentation attached to application, if applicable:
-

## 13. Data Collection, Evaluation, and Reporting:

Answer the question below. This response will be used to confirm eligibility of the application.

Do you agree with the following statement? All Applicants have read and understand the data collection, evaluation, and reporting requirements and, as the Lead Applicant, I agree that all Applicants shall comply with all data requirements listed in the RFA, including regularly collecting data on all proposed projects; identifying, evaluating, and updating projects based on evaluation results; and reporting requested data to CARB.

Input response (Yes or No) below:

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### 14. Outreach and Engagement

Describe how outreach and engagement activities will focus intentionally on involving hard-to-reach residents in low-income and disadvantaged communities. Describe how the proposed projects will be inclusive and encourage diverse community resident feedback, incorporating specific ways for residents to make decisions about the projects that will impact them. Describe how the proposed projects will encourage the use of the clean transportation services provided and educate end users on the clean transportation options available.

This response will be scored. (Maximum 3,000 characters)

Input response below:
-

SAMPLE

FY 2022-23 CMIS and STEP RFA – APPENDIX B

### 15. Long-term Sustainability

Describe the plan for the long-term sustainability of the proposed projects after the grant term ends. This may include what financial tools and resources are available to support the projects in the long-term, what partnerships will enable projects and project benefits to be sustained in the long-term, the future impact of capacity building activities and sustained community engagement, and how capital investments and social infrastructure will continue to benefit the Project Community after the grant term. If this information is not available, describe a plan for determining how the proposed projects will reach long-term sustainability.

This response will be scored. (Maximum 3,000 characters)

Input response below:
-

SAMPLE

FY 2022-23 CMIS and STEP RFA – APPENDIX B

## 16. Workforce Development

Describe how the proposed projects will support workforce development in the climate and clean transportation sectors (e.g., partnering with workforce development and training programs with career pathways, providing economic opportunities through high-quality jobs) with a focus on Project Community residents who face barriers to employment.

This response will be scored. (Maximum 3,000 characters)

Input response below:
-

SAMPLE

## FY 2022-23 CMIS and STEP RFA – APPENDIX B

## 17. Declarations and Attestations

### A. Conflict of Interest Declaration

All Lead Applicants must disclose, as an attachment to the application, any conflict of interest that could be perceived to impact any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. The Lead Applicant must immediately inform CARB of any current, ongoing, or pending direct or indirect interests that do or could pose an actual, apparent, or potential conflict of interest with any of the Applicants' abilities to fulfill the duties and responsibilities set out in this RFA or the Grant Agreement. These may include, but are not limited to, financial arrangements with or interest(s) with product manufacturers, equipment suppliers or vendors, infrastructure installers, fuel manufacturers, fuel or electricity retailers, vehicle or equipment component manufactures, or related organizations as well as membership in or financial arrangements with community-based organizations or committees or subcommittees. CARB may consider the nature and extent of any actual, potential, perceived, or apparent conflict of interest, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the Lead Applicant based on such actual, potential, perceived, or apparent conflict of interest at CARB's sole discretion. Each Applicant must immediately advise CARB in writing of any potential new conflicts of interest.

By signing Section 17.E. Applicant Signatures, each Applicant represents, warrants, and agrees that all conflicts of interest, if any, have been fully disclosed to CARB in the submitted application; that they are in compliance with applicable state and federal conflict of interest laws at the time they submit this application and shall remain in compliance with all such laws during the RFA process, and, if selected, during the Grant Term; and that they will have no interest, and will not acquire any interest, direct or indirect, which will conflict with their ability to impartially perform under and complete the tasks described in this RFA.

### B. Compliance with the Law Declaration

Each Applicant must disclose, as an attachment to the application, any claims against them of noncompliance with any United States Environmental Protection Agency (U.S. EPA), CARB, or California air district laws, including a Notice of Violation, Citation, or litigation alleging noncompliance, along with a copy of any of the government documents they have received alleging noncompliance. Applicants may explain the nature of the allegations and present any defenses.

If the Applicants have no such claims of noncompliance against any of them, each Applicant shall so attest in the application by signing Section 17.E. Applicant Signatures. By signing, each Applicant represents, warrants, and agrees that all claims of noncompliance, if any, have been disclosed to CARB in the submitted application.

CARB may consider the nature and extent of any alleged or proven noncompliance with U.S. EPA, CARB, or California air district law, or failure to disclose any alleged

FY 2022-23 CMIS and STEP RFA – APPENDIX B

noncompliance with U.S. EPA, CARB, or California air district laws, including those discovered outside of the application, in evaluating, considering, or scoring the application, and may disqualify the application based on such noncompliance, at CARB’s sole discretion.

**C. Attestation of Readiness**

By signing Section 17.E. Applicant Signatures, each Applicant accepts the terms and conditions of the attached Grant Agreement (Appendix B) in the same form, and is ready, willing, and able to comply with all such terms and conditions.

**D. Non-Collusion Declaration**

By signing Section 17.E. Applicant Signatures, each Applicant represents, warrants, and agrees that the following is true:

The application was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The application is genuine and not collusive or a sham. Submittal of the application was not directly or indirectly induced by or solicited from any other applicant to put in a false or sham proposal. Each Applicant did not directly or indirectly collude, conspire, connive, or agree with any other applicant or anyone else to put in a sham application. Each Applicant did not in any manner directly or indirectly seek by agreement, communication, or conference with anyone to fix the proposed fees or terms of the application or of any other application, or to fix any overhead, profit, or cost elements of the proposed fees or fee structure, or of that of any other applicant, or to secure any advantage against CARB or other applicants. All statements contained in the application are true and correct.

**E. Applicant Signatures**

**Each Applicant (the Lead Applicant and each Sub-applicant) must sign below.** The undersigned declares that they are an official/agent of a responding Applicant and are empowered to represent, bind, and execute contracts and other agreements on behalf of the Applicant. The undersigned hereby represents, warrants, certifies, and declares under penalty of perjury, under the laws of the State of California, that all statements and responses in Sections 17.A, 17.B, 17.C, and 17.D above are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest statements or responses may be grounds for rejection of the application, disqualification from this RFA process, termination of any or all executed Grant Agreements, and/or other legal consequences.

Lead Applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-



FY 2022-23 CMIS and STEP RFA – APPENDIX B

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

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Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

Sub-applicant Name:	-
Signature of Designated Authorized Representative:	-
Name and Title of Authorized Representative:	-
Date of Signature:	-

# Clean Mobility in Schools and the Sustainable Transportation Equity Project FY 2022-23 Request for Applications

## APPENDIX C: SAMPLE GRANT AGREEMENT

[Project Name]  
[Grantee Name]

Division Name]  
California Air Resources Board  
May 2024

Grant Number: XXXXXX



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**EXHIBIT A  
Grant Agreement:****GRANT PROVISIONS**

This Sample Grant Agreement can only be modified by CARB and within CARB's sole discretion. An actual Grant Agreement will align with a project's scope, timeline, budget, and other details. Note, however, that the language in this Sample Grant Agreement is not negotiable and shall not be modified or proposed to be modified by any Applicant, including but not limited to the language in sections J. Oversight and Accountability, K. Project Records, and N. General Provisions.

**A. AGREEMENT**

This Grant Agreement (Grant, Grant Agreement or Exhibit A) 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 [Name of Grantee] (hereinafter referred to as the Grantee). The Grantee is a [\_\_\_] [corporation or [INSERT]], with its principal place of business located at \_\_\_\_\_[INSERT]. Grantor and Grantee are each a Party and together the Parties to this Grant Agreement.

The Grantee agrees to comply with the requirements and conditions set forth in this Grant Agreement, as well as all commitments identified in the Work Statement (as referenced interchangeably, Statement of Work or Exhibit B), Grantee Application Package (Exhibit C), and the Fiscal Year (FY) 2022-23 Clean Mobility in Schools (CMIS) and Sustainable Transportation Equity Project (STEP) Request for Applications (RFA) (Exhibit D).

**B. GRANT ACKNOWLEDGEMENT**

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

The Grantee agrees to include the California Climate Investments funding boilerplate language and California Climate Investments, CARB, and Moving California logos on all outreach and public facing materials whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

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

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The acknowledgement must read as follows: '[PROGRAM/PROJECT NAME] 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 when applicable, the Spanish translation acknowledgement must read as follows: '[NOMBRE DEL PROGRAMA/PROYECTO] forma parte de las Inversiones del Clima de California, una 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 California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.



The Grantee agrees to adhere to the Board’s logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison. The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



**C. GRANT SUMMARY, AMOUNT, AND AMENDMENTS**

1. Grant Summary

Project Title:  
Authorized Official:  
Title:

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Project Description:  
**Total Grant Amount: \$**  
**Total Resource Contribution: \$**

2. Grant Amount

- a. The total Grant fund amount (Grant Funds) is set out in the Grant Cover Sheet to which this Exhibit A (Grant Agreement) 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 Section G below.

**D. GRANT PARTIES AND CONTACT INFORMATION**

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

[Name]  
[Mobile Source Control or Sustainable Transportation and Communities]  
Division  
California Air Resources Board  
1001 I Street  
Sacramento, California 95814  
Phone:  
Email:

2. The Grantee Liaison is \_\_\_\_\_. Correspondence regarding this project shall be directed to:

[Name of Grantee Liaison]  
[Title]  
[Grantee]  
[Address]  
Phone:  
Email:

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

**E. TIME PERIOD**

1. CARB retains full discretion to consider all available information relating to the California Environmental Quality Act (CEQA) compliance before determining whether to proceed with funding or authorization of any work under with this Grant Agreement. No work may be initiated by the Grantee unless approved in writing by CARB, nor will any funding be disbursed by CARB, until CARB has

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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.

2. 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 ends once the Grantee has submitted and CARB approves the Final Report, or on the date this Grant is terminated or cancelled per the terms of this Grant Agreement, whichever occurs sooner.
3. The Grantee's performance of work or other expenses billable to CARB under this Grant may not commence until after full execution of this Grant by authorized representatives of both Parties, provided all required proofs of insurance have been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the Final Report or on the date this Grant is terminated or cancelled, whichever is earlier.
4. Upon completion of the project, the Grantee shall submit a draft Final Report to the CARB Project Liaison no later than **December 31, 2026**.
5. Final request for payment and Final Report shall be received by CARB no later than **March 31, 2027**.
6. The CARB Executive Officer retains the authority to terminate this Grant Agreement or reduce the amount of Grant Funds for nonperformance. In the event of such termination or reduction of the Grant Fund amount, Section G.6, Termination and Suspension of Payments, of this Grant Agreement shall apply.

**F. DUTIES AND REQUIREMENTS**

This section defines the respective duties and requirements of CARB and the Grantee in implementing the Grant.

1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular coordination meetings with the Grantee and other key staff to discuss project refinements and guide project implementation.
- b. Reviewing and approving all Grant Disbursement Request Forms and distributing Grant Funds to the Grantee.



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- c. Reviewing and approving reporting, engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, Status Reports, and the Final Report.
- d. Reviewing and approving the project plan and all its components.
- e. Providing program oversight and accountability (in conjunction with the Grantee).
- f. Reviewing, evaluating, and auditing Grantee's administration, management, collaboration, partnership and/or oversight of or with any "Recipient" or "Recipients" of Grant Funds ((i.e., subgrantees, contractors, subcontractors, vendors, suppliers, consultants, Sub-applicants, project team members and community partners), including but not limited to written agreements, and disbursement requests.

### 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary; scope; timeline, deliverables, and budget details; and list of key project personnel.

## G. FISCAL ADMINISTRATION

### 1. Budget

- a. Under no circumstance will CARB reimburse the Grantee for more than the Grant Fund amount. A formal Grant Agreement amendment is required whenever there is a change to the Grant Fund amount.
- b. The budget for this Grant is shown in Exhibit B, Attachment I. Grant Disbursement Requests for Grant Funds shall not exceed the Grant Fund amount.
- c. No Grant Funds shall be used to purchase real property (buildings, land, etc.). No Grant Funds may be used to purchase equipment, vehicles, or computers that would be required to be returned to the State at the end of the Grant Term.

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- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated in this Grant. However, line item shifts of up to 10 percent of the total Grant Fund amount may be made over the life of the Grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a written amendment to the Grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total Grant Fund amount. All line item shifts must be approved by CARB in writing and included in the Grant folder. If the Grant is amended, said amendment must be in writing and all line item shifts must be included in the amendment.
- f. Grant Funds not liquidated by the end of the Grant Term must be returned within 15 days of the end of the Grant Term. Expenditure of Grant Funds shall not be reduced due to any loss incurred in an insured bank or investment account.

2. Project Eligible Costs

Allowable expenditures for costs associated with the Grant are defined in the RFA (Exhibit D).

3. Resource Contributions

Resource contributions from the Grantee can be used to increase the effectiveness and timeliness of project elements, as directed by CARB. Resource contributions must meet the following criteria:

- a. Documentation of resource contributions must be retained for a minimum of five years after the Grant Term has ended.
- b. Funds expended on resource contributions must be documented in the Final Report to CARB.

4. Advance Payment

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

The Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. The Grantee agrees that this Grant Agreement and all advance payment requests must comply with these regulations, which can be

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found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure Grant Funds are used responsibly, CARB has developed the Grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to the Grantees if CARB determines all of the following:

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

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- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each Grant disbursement request that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant Agreement execution.
- g. The Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
- h. CARB may provide an advance of the direct project costs of the Grant if the project has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- i. The Grantee assumes legal and financial risk of the advance payment.
- j. The Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible Grant-related expenses as outlined in this Grant Agreement or will be returned to CARB.
- k. The Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.
- l. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion date of the appropriation.

5. Grant Disbursements

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

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed tasks as stipulated in Exhibit B, Attachments II and III; has met the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement; has provided documentation of accomplishment to CARB in the form of the Status Report; and has provided any associated deliverables (if applicable) to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of Grant Funds

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identified in Exhibit B, Attachments II and III (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.

- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a task has not been accomplished or documented; that a deliverable meeting specification has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the Grant.
- c. Requests for Grant Funds in advance of performing the work or incurring the cost requires full compliance with the Advance Pay provisions of this Grant Agreement, submission of an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The Grantee, as a recipient of a CARB advance payment, cannot advance pay to any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the Grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
- d. The Chief of the \_\_\_\_\_ Branch in the \_\_\_\_\_ Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Chief of the \_\_\_\_\_ Branch, are not reasonable or do not comply with the Grant Agreement.
- e. The Grantee shall submit the Grant Disbursement Requests to CARB **Accounting Section at: [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB Project Liaison.** Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
- f. CARB will withhold payment of up to one (1) percent of the Grant Funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of Grant Funds.



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- d. 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. These circumstances will be solely determined by CARB and include, but are not limited to:
- i. Failure to comply with any of the provisions of the Grant, including Exhibits.
  - ii. Failure to obligate or expend Grant Funds within established timelines, or failure to show timely interim progress to meet these timelines.
  - iii. Insufficient performance or widespread deficiencies with Grant Fund or Project oversight, enforcement, recordkeeping, contracting, inspections, or any other duties.
  - iv. Misuse of Grant Funds.
  - v. Funding of ineligible activities or other items.
  - vi. Exceeding the allowable Grant Fund allotment on an itemized or other basis.
  - vii. Insufficient, incomplete, or faulty documentation.
  - viii. Failure to provide required documentation or reports requested from CARB, or other State agencies, in a timely manner.
  - ix. Poor performance as determined by a review or fiscal audit.
- e. 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:
- i. Within fourteen days of any request, timely develop and implement a corrective action plan.
  - ii. Immediately cease all work and spending, and notify all employees, and Recipients to immediately cease all work and spending.
  - iii. Upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately turn over all remaining Grant Funds in its possession or control and all records, personally identifiable information (PII), intellectual property, documents, information, and data relating to

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performance, accounting, administration, contracting, and management of the Grant Funds, the Project, and the Program, as well as any other materials requested by CARB or as otherwise required by any of the provisions of this Grant. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property, and other property transferred to another CARB-selected third-party administrator or designee.

- iv. Unless otherwise directed in writing by CARB, upon termination of this Grant Agreement or upon issuance of the termination notice (whichever occurs sooner), the Grantee shall immediately cease all work, and cease all expenditure of Grant Funds.
- v. 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 Grant Disbursement Request and a Status Report covering activities up to and including the termination date. The Status Report shall be subject to review and approval by CARB before any final payments are disbursed. Upon receipt of the Grant Disbursement Request and 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.
- vi. Upon termination, Grant Funds must be returned to CARB within 45 days. Grant Funds, for the purpose of this section, includes unspent funds, funds for unapproved costs incurred, funds spent or incurred during a grant suspension order, or as outlined in other sections of this Grant Agreement.

## 7. Contingency Provision

In the event this Grant is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to use or make the funds available in a manner consistent with applicable laws, policies, and the FY 2022-23 Funding Plan,<sup>2</sup> which may include but is not limited to allocating the 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.

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<sup>2</sup> Funding Plan for Fiscal Year 2022-23 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>



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8. Documentation of Administration of Grant Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of five years after submittal of the final Grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in Status Reports and a Final Report.

9. Earned Interest

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

- a. Interest earned by the Grantee on CARB funds must be reported to CARB. All interest income on CARB funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and

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reinvested into the project or returned.

- b. All interest income on advance payment at CARB's discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned from Grant Funds and expenditures of this earned interest as follows:
  - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-CARB funds.
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs.
  - iv. Earned interest must be fully expended by the end of the Grant Term or returned to CARB.
- d. Documentation of interest earned on CARB funds must be retained for a minimum of five years after it is generated. Documentation of interest expended on the project must be retained for a minimum of five years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

**H. PROJECT MONITORING**

- 1. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
- 2. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).

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3. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
4. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.
5. If applicable, site visits shall be established by CARB Project Liaison during the term of this Grant.

**I. REPORTING AND DOCUMENTING EXPENDITURE OF GRANT FUNDS**

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

1. Status Reports

- a. The Grantee shall submit Status Reports 15 days after the end of every third month, starting with the first report submitted within 15 days of \_\_\_\_\_, **2024**. Status Reports may be submitted more or less frequently at the discretion of the CARB Project Liaison to align with disbursement requests.
- b. The Status Reports shall be provided using a CARB-developed template for Americans with Disabilities Act (ADA)-compliant Status Reports and should meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting. Each Status Report must include all applicable items from the template, which may include:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number.
  - ii. Summary of work completed since the last Status Report, noting progress toward completion of tasks identified in Attachment II of Exhibit B (Scope of Work).
  - iii. Statement of work expected to be completed by the next Status Report.
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes.

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- v. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable.
- vi. Accounting records, including expenditure and income information and supporting documentation.
- vii. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation.
- viii. Discussion of the project's adherence to the project timeline.
- ix. Other data and analysis as mutually agreed upon between the Grantee and CARB.

### 2. Supporting Documentation

- a. The Grantee must submit to CARB and maintain substantiating documentation of expenses incurred for technology and implementation costs under this Grant Agreement. CARB reserves the right to require Grantee to submit itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for), and any other appropriate documentation required by CARB. The following documentation must be provided to CARB, as necessary, along with a Grant Disbursement Request Form to support Grant disbursement requests:
  - i. Copy of the final itemized vehicle sales receipt/contract showing delivery confirmation, including documentation of vehicles' vehicle identification number (VIN) tag, make, model, engine model year (if applicable), vehicle model year, and gross vehicle weight rating (if applicable).
  - ii. Copy of itemized equipment and labor expenses.
  - iii. Proof of temporary or permanent California vehicle registration for the vehicles.
  - iv. Other substantiating documentation such as digital photos of the vehicles such as VIN tags, odometers; vehicle certifications such as California Highway Patrol school bus safety certification forms; proof of insurance and types of coverage.

### 3. Annual Data Report and Other Data as Requested

- a. The Grantee will track and report metrics such as, but not limited to, the

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data types outlined in the RFA on an annual basis. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.

- b. The Grantee must provide data in support of other CARB needs such as request from legislators, the governor's office, data reporting required by California Climate Investments, and for other needs such as regulatory development.

4. Final Report

- a. A draft Final Report is due to CARB within 30 days of project completion or by **December 31, 2026**, whichever comes first. CARB will provide the Grantee with a checklist or template for an ADA-compliant Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee.
- b. The Grantee must provide a Final Report to CARB after all CARB funding has been expended. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **March 31, 2027**, whichever comes first. The Final Report must include all applicable items from the checklist or template, at a minimum:
  - i. Expenditures in detail to date and for the period between the last Status Report and the Final Report.
  - ii. Overview of the project as a whole from inception through the end of the Grant Term, including project and community background, partnerships, and funding sources.
  - iii. Table and narrative summary of all funded tasks.
  - iv. Data collected from vehicles, facilities, and participants, compiled from all Status Reports and annual data reports.
  - v. Assessments of behavior change, vehicle miles traveled, access to key destinations, affordability, and participant evaluations, including the results of any pre- and post-project surveys conducted.
  - vi. Changes in participant knowledge of and acceptance of clean transportation options and funded projects.
  - vii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts.

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- viii. Electricity and fuel usage information for project and baseline vehicles and EVSE, as applicable.
- ix. Estimated GHG and other air pollutant emission reductions achieved.
- x. Other co-benefits provided by the project as mutually agreed upon between the Grantee and CARB.
- xi. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xii. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities.
- xiii. Implementation challenges and recommendations for potential program improvements.
- xiv. Other data and analysis as mutually agreed upon between the Grantee and CARB.

**J. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup Grant Funds that were received by the Grantee based upon the Grantee's misinformation or fraud, or which were received by the Grantee while the Grantee was in material or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in the program due to non-compliance with program requirements or State law.
3. If the Grantee detects any actual or potentially fraudulent activity by any person or entity associated with the project, the Grantee shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

**K. PROJECT RECORDS**

As further described below, project records include but are not limited to Grantee, financial, and participant records. All project records must be retained for a period of five years after final payment under this Grant. All project records are subject to audit pursuant to Section N.3 of this Grant Agreement. Upon completion of the fifth year of record retention, the Grantee shall submit all project records to CARB.

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Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written approval from CARB.

### 1. Grantee Records

The Grantee shall retain a project file containing:

- a. Original executed copy of the Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Copy of the Project Plan and all its parts
- c. Copies of Grant Disbursement Request Forms, associated attachments, and other expenditure tracking including timesheets
- d. Copies of Status Reports
- e. Copies of annual data reports
- f. Documentation of earned interest generation and expenditure (see Section G for more information)
- g. Invoices from project participants for reimbursable items
- h. All other information that documents all aspects of the project

### 2. Financial Records

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

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the project
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-kind donations, if any
- d. Establish an accounting system which will adequately depict final total costs of the project, including Grant implementation costs

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### 3. Project Participant Records

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

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

## L. INTELLECTUAL PROPERTY

Any webpage(s), software, databases, or other intellectual property the Grantee creates with Grant Funds for the purposes of administering or implementing the project are the property of CARB. Subject to the terms and conditions of this Grant Agreement, CARB grants the Grantee a limited, irrevocable, non-exclusive, non-transferable, non-sublicensable, perpetual, royalty-free, and worldwide license to use, access, and execute any webpage(s), software, databases, or other intellectual property created by the Grantee, including any updates and improvements.

## N. GENERAL PROVISIONS

1. **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.
2. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties.
3. **Americans with Disabilities Act (ADA) language:** The Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by the Grantee and/or by any of its 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 (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility



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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 Work provided to CARB in PDF format, the Grantee, along with its Recipients, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement.

The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee and its Recipients not meeting the Accessibility Requirements. If the 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 the Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. The 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.

Deviations from the Accessibility Requirements are permitted only by advance written consent by CARB in each instance.

4. **Assignment:** This Grant is not assignable, either in whole or in part, by the Grantee without the advance written consent of an authorized representative of CARB in the form of a formal fully executed written amendment.
5. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any of Grantee's employees, agents, officers, Recipients, or affiliates, that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
6. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, 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

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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 allow such CARB and other state designated representatives (including auditors) access to such records during normal business hours, and to allow interviews of any and all employees, representatives, agents, officers, and 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 Recipients in relation to performance or use of the Grant Funds under this Grant Agreement.

7. **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 the Party's behalf.
8. **Availability of funds:** The Grantee acknowledges, agrees, and understands that the Grantor's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.
9. **CARB as Third Party Beneficiary:** Grantee and all subgrantees acknowledge, agree, accept, and understand that CARB is a third party beneficiary to all written agreements entered into by or between Grantee or subgrantees and all third parties where Grant Funds are used for payments under such written agreements.
10. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with, and require its employees, agents, representatives, officers, and Recipients to comply with, all applicable federal, state, and local laws, rules, guidelines, regulations, and requirements during the Grant Term.
11. **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 which CARB has designated as confidential. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Grantee shall give CARB at least 10 calendar days written notice prior to any planned disclosure and the Grantee shall not object to CARB seeking a court order preventing disclosure. It is expressly understood and agreed that information the Grantee collects on

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behalf of the Grantor or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the Grantor. Therefore:

- a. All information or data gathered pursuant to this Grant shall be held confidential accessible only to the Grantee's employees, agents, or contractors as needed to perform the Grantee's obligations under this Grant Agreement and released only to CARB or other entities as CARB may specify in writing unless such disclosure is required by law or legal process.
- b. The 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 or maintenance of computer software in violation of copyright or other intellectual property laws.
- c. Information or data, including but not limited to personally identifiable information (PII) and all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant state or federal statutes and regulations. The Grantee shall safeguard all such information, records, applications, and data which comes into its possession under this Grant Agreement for a minimum of five years and shall not release or publish any such information without first obtaining in each instance the advance written approval of an authorized representative of CARB. The Grantee shall dispose of such information in accordance with the Grantee's data retention policy and the requirements in this Grant Agreement.
- d. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this Grant, including without limitation, agreeing not to disclose or otherwise permit access to such information or data by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
- e. Subject to paragraph 1 above, the Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that the Grantee, its employees, Recipients, affiliates, officers, agents, and assigns are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
- f. The Grantee must ensure that the Grantee's employees and Recipients are informed of the confidential nature of any shared information or data

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- and ensure by written agreement that such individuals and entities are prohibited from (i) copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than fulfillment of this Grant and (ii) from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
- g. The Grantee shall limit access to information and data gathered pursuant to this Grant only to necessary employees, agents, and contractors to perform their job duties in fulfillment of the Grant Agreement provisions.
  - h. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
  - i. The Grantee must notify the Grantor promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this document.
  - j. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
  - k. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this Grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party except for the Sub-applicants designated in Exhibit B, Attachment IV of this Agreement without first obtaining the written consent of an authorized representative of CARB or except as otherwise authorized by this Grant Agreement.
  - l. The Grantee must not use, without CARB written approval, any CARB materials, data, information, PII, or documentation for any purpose other than for the sole purpose of performing the Grantee's duties and obligations under this Grant Agreement.
  - m. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this Grant.
  - n. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and to state or federal officials where required by applicable laws.
  - o. The Grantee must provide CARB all pass phrases/passwords used for

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private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.

- p. The Grantee must sign all non-disclosure and confidentiality agreements as provided by CARB and shall require employees, contractors, and subcontractors to do the same when requested by CARB.
- q. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
- r. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the acts or omissions of the Grantee or any of its employees, agents, officers, or 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 the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to state or federal officials. 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.
- s. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar 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. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any and all public records requests.
- t. The Grantee shall ensure that confidential, sensitive, and/or PII information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

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- u. The Grantee assumes all responsibility and liability for the security and confidentiality of the PII and confidential information under its control.
- v. **RIGHTS TO DATA:** The Grantee acknowledges, accepts, and agrees that, as between the Grantee and the Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation, and materials shall remain the exclusive property of the Grantor, and the Grantee has a limited, non-exclusive license to access and use said information as provided to the Grantee solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentations, materials, or information, including user tracking and exception data, by implication, estoppel, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of said information by the Grantee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by any Grantee or third-party service, for unrelated or commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by the Grantor.
- w. The Grantee certifies, represents, and warrants that:
  - i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data;
  - ii. The Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
    - (1) The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - (2) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third-party audit results and the Grantee's plan to correct any negative findings shall be made available to the Grantor upon request;
    - (3) 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 the Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the Grantor upon request; and
    - (4) Privacy provisions of the Federal Privacy Act of 1974;

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iii. Compliance with industry standards and guidelines applicable to the work performed under the Grant Agreement. Relevant security provisions may include but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, 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.

12. **Conflict of interest:** 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.)

- a. For this reason, CARB officials, including but not limited to advisory body members, also 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.
- b. Note that 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. Additionally, that organization would need to identify a different member of the organization to sign or be the administrator for any applications and awarded grants.
- c. Please also note that applications from organizations affiliated with CARB Board members may require additional review and Board approval. Although CARB will make every effort to obtain required review and approval in a timely manner, this may delay grant execution and/or distribution of funds.

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- d. The 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. The 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. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.
13. **Construction:** This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.
14. **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.
15. **Disadvantaged communities:** The Grantee will ensure that the Project and all Recipient projects will benefit and track disadvantaged communities, as identified by CalEnviroScreen 4.0, if applicable. The identified disadvantaged community census tracts are available at:  
<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>.
16. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. 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 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.
17. **Electric vehicle charging infrastructure and equipment:** Prior to executing written agreements, Grantee must ensure the following requirements are included in all Recipient agreements and or other agreements pursuant to this Grant:



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- a. Prior to authorizing work, a Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both of the following:
  - i. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub-contractor's authorized representative; and
  - ii. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program-certified electrician that will install electric vehicle charging infrastructure or equipment.
- b. Evidence, such as Certification Numbers, is not required to be obtained by Grantee if AB 841 requirements do not apply to a project.
- c. Prior to remitting payment to a Recipient, 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.
- d. These electric vehicle requirements do not apply to any of the following:
  - i. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility,
  - ii. 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
  - iii. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**18. Entitlements and regulatory compliance:** The Grantee agrees to comply with all applicable laws, ordinances, regulations, and standards in its performance under this Grant Agreement, including obtaining, where needed or required by law, 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.

**19. 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

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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 laws.

**20. Equipment/vehicle ownership:** Equipment, acquired by Grantee or any of Grantee's employees, agents, affiliates, officers, contractors, subcontractors, or representatives, 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 Grant Funds. Equipment means any products, objects, vehicles, computers, software, hardware, licenses, vessels, engines, machinery, apparatus, implements or tools purchased, used or constructed within the Term. CARB, within its discretion, may elect to determine the normal useful life of such Equipment. All such Equipment is, upon acquisition, the exclusive property of CARB, and shall be used solely for the purposes of carrying out the obligations of this Grant Agreement during the Term. If requested by CARB, the Equipment shall be returned to CARB upon cancellation, termination or expiration of this Grant Agreement, whichever occurs first, and CARB shall solely determine the future use of all Equipment.

**21. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Grant Funds to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of California law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

- a. The Grantee shall not commingle Grant Funds with any other accounts, revenues, grants, donations, or funds. Maintain all Grant Funds in a separate bank account designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank account must be held in the name of the Grantee (the official nonprofit corporate 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 commitments of Grantee, its officers, agents, employees, assigns, Recipients, or affiliates. The Grantee shall ensure that the Grantor is designated in writing as a third-party beneficiary of all bank accounts in which Grant Funds are maintained.

**22. Force majeure:** Neither CARB nor the Grantee are liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or

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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 without penalty, in the event the Grantee invokes this clause, in which case the 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.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the force majeure event, the Grantee must immediately recommence 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. An event of force majeure does not relieve a Party from liability for an obligation 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.

**23. Funding prohibitions for sectarian purposes and non-public schools:**

Recipients may use or authorize the use of CARB-provided funds only in any 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, subgrantees 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 Administrative Fees, Grant Funds, future or termination of this Grant Agreement or any other agreements.

**24. 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. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

**25. Grantee's responsibility for work:** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of the Grantee's agents, employees, representatives,

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affiliates, or Recipients. The 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 employees, representatives, affiliates, and Recipients. CARB will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement.

- a. All subgrants and 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 the 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, the 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, the Grantee must have a fully executed subcontract before the subcontractor can incur any costs for which the Grantee will seek reimbursement.
- b. The 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.
- c. Upon request, the 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.
- d. 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. Nothing contained in this Grant Agreement or otherwise creates any contractual relation between CARB and any subcontractors, and 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.
- e. The Grantee's obligation to pay its 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 subcontractor. The Grantee is

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responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Grant Agreement.

- f. All subcontracts must, at a minimum, incorporate all of the following:
- i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
  - ii. A detailed budget and timeline.
  - iii. Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
  - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
  - v. A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of CARB.
  - vi. Language conforming to all of General Provisions of this Grant Agreement.
- g. 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.

**26. Indemnification:** The Grantee and all subgrantees each agree to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, 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 its affiliates, employees, officers, agents, subgrantees, Recipients and/or assigns, including but not limited to actions or inactions relating to, arising out of, or resulting from the operation of any equipment, vessels, vehicles, or engines purchased, acquired, developed, modified, or used with Grant Funds, in whole or in part.

**27. Independent actor:** The Grantee, its agents, employees, affiliates, officers, Recipients, and assigns, if any, in their performance of this Grant Agreement,

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shall act in an independent capacity and not as officers, employees or agents of CARB or the State of California.

**28. Insurance requirements:** The Grantee (and the Sub-applicants) must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments of Grant Funds will be made under this Grant until and unless the Grantee fully complies with all insurance requirements necessary for the corresponding project.

**28.1. General Provisions Applying to All Policies:**

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

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insurance.

- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s obligations under the Grant.
  - h. Satisfying a Self-Insured Retention (SIR) – All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State’s discretion. The State may deduct from any amounts otherwise due to Grantee to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. The Grantee’s insurer may also eliminate the SIR / deductible in favor of the State’s interests.
  - i. Available Coverages/Limits – All coverage and limits available to the Grantee shall also be available and applicable to the State.
  - j. Use of Subcontractor – In the case of the Grantee’s utilization of subcontractors to complete the Grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State subject to item N.22.2.a. below.
- 28.2. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
- a. Commercial General Liability – The Grantee and each subcontractor shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. Recipients shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee’s limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.
  - b. Automobile Liability –If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability

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insurance is required. Compliance of automobile liability is required upon procurement of the vehicles. For vehicles used in a CARB-funded shared mobility services (e.g., electric bikes and scooters, carshare vehicles, shuttles, and buses), the Grantee shall maintain 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 Grantee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of motor vehicles, including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in termination of the Grant. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.

- i. In the event that the Fleet Owner maintains business automobile liability insurance, the policy must name the State of California and California Air Resources Board, its officers, agents, and employees as additional insured by endorsement that states the name exactly as required in this agreement. A blanket additional insured endorsement is not acceptable.
- ii. By signing the Grant Agreement, the Grantee certifies that the Grantee and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
- c. In addition to the insurance requirements listed above, the Grantee must supply specific coverage for Electric Bikes and Scooters, with a limit of at least \$5,000,000. Proof of coverage can be submitted in two ways:

If coverage is from an Electric Bike and Scooter insurance carrier, only the certificate of insurance is required showing specific insurance for Electric Bikes and Scooters; **OR,**

If coverage is endorsed to the General Liability policy, insurance company must supply a separate endorsement showing proof of Electric Bike and Scooter Coverage.

Either policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on



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behalf of the awardee including any electric bikes and scooters in connection with any such work or operations.”

- d. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.
- e. Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the Grant Term.
- f. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim: Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the Grant Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering 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 Grantee.
- g. Crime insurance requirements are negotiable at CARB’s sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should 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, California Air Resources Board.

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- h. Professional Liability (Errors and Omissions): Insurance appropriate to the Grantee's profession, with limit no less than \$2,000,000 per occurrence or claim, \$5,000,000 aggregate.
- i. Self-insurance – **If a Grantee has elected to be self-insured it must receive approval of its self-insurance program from the DGS Office of Risk and Insurance Management (ORIM). To obtain ORIM approval, the Grantee must submit the following documents to ORIM.**
  - 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.

Provide the firm's most recent audited annual financial statement including all accounting letters. The report must show the firm's owner's equity of at least \$5,000,000 and annual profit of at least \$500,000.

Provide a signed written statement from the firm's CPA confirming the annual net profit for each of the prior 4 years has been at least \$500,000.

**29. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants and agents shall ensure that no person is, on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age (40 or over), mental disability, physical disability, medical condition, genetic information, marital status, veteran or military status, or sexual orientation, unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered under this Grant Agreement or funded with Grant Funds.

- a. During the performance of this Grant Agreement, the Grantee and its contractors, subcontractors, consultants, and agents shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment, because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status, nor shall Grantee or any of its contractors, subcontractors, consultants, or

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- agents refuse to hire or employ any person or to refuse to select any person for a training program leading to employment, or bar or discharge any person from employment or from a training program leading to employment, or discriminate against any person in compensation or in terms, conditions, or privileges of employment because of race, religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, reproductive health decision-making (e.g. family-care leave, medical-care leave, or pregnancy-disability leave), medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 or over), sexual orientation, or veteran or military status.
- b. The Grantee and its contractors, subcontractors, consultants, and agents shall ensure that the evaluation and treatment of all persons receiving or applying for Grant Funds or participating in any Grant programs, projects, or activities, along with all respective employees and applicants for employment, are free of such discrimination and harassment.
  - c. The Grantee and its contractors, subcontractors, consultants, and agents shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations (California Code of Regulations, title 2, section 11000 et seq.) of the Civil Rights Council are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.
  - d. The Grantee and its contractors, subcontractors, agents, and consultants 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.
  - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.
  - f. The Grantee acknowledges, accepts and understands that, pursuant to Gov. Code section 11136, whenever CARB has reasonable cause to believe that the Grantee or any of its contractors, subcontractors, consultants or agents has violated any of the provisions of Gov. Code section 11135 or section 12900 et seq., or any of the provisions of Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation

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adopted to implement these sections or Article 1 (commencing with Gov. Code section 12960) of Chapter 7 of the Government Code, then CARB will notify the Grantee or, where applicable, the contractor, subcontractor, consultant or agent, of such alleged violations and will submit a complaint detailing the alleged violations to the Civil Rights Department for investigation and determination pursuant to Gov. Code section 12960 et seq.

- g. Furthermore, the Grantee acknowledges the existence and application of CARB's Civil Rights Policy found at <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

**30. Notice:**

- a. 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:
  - i. By delivery in person.
  - ii. By certified U.S. mail, return receipt requested, postage prepaid.
  - iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - iv. By electronic means.
- b. 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 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.

**31. No third-party rights:** Except as expressly stated elsewhere in this Grant Agreement, this Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in or grants remedies to, any third party as a

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beneficiary of this Grant Agreement, or of any duty, covenant, obligation, or undertaking established herein.

**32. Office of Foreign Asset Control.** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Grantee represents, warrants, and agrees that neither Grantee nor any of its Recipients, affiliates, agents, employees, officers, representatives, or assigns are in violation of any federal law or laws pertaining to any entity or individual listed on any of the OFAC lists. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. 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. 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>.

**33. 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 – Grant Provisions
- c. Exhibit B – Work Statement
- d. Exhibit D – RFA Package
- e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

**34. Ownership:** All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee

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under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event the Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, the Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.

35. **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.
36. **Prevailing wages 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 and all Recipients.
37. **Professionals:** The 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.
38. **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 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.
39. **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

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portions of those provisions, will not be affected, and will remain in full force and effect.

40. **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.
41. **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.
42. **Total Agreement; Entirety.** 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.
43. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

SAMPLE

**WORK STATEMENT**

[Attachment I – Budget Summary](#)

[Attachment II – Scope of Work](#)

[Attachment III – Timeline, Deliverables, and Budget Details](#)

[Attachment IV – Key Project Personnel](#)

SAMPLE



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**Attachment I – Budget Summary**

Grantee:  
Project:  
Grant Number:

	<b>Total Costs</b>
Direct Grant Management Costs (part of Task 1)	\$
Indirect Grant Management Costs (part of Task 1)	\$
Project Costs (all other Tasks)	\$
	<b>Total Funding</b>
CARB Funds	\$
Resource Contribution	\$
<b>Total</b>	\$

SAMPLE

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**Attachment II – Scope of Work**

Grantee:  
Project:  
Grant Number:

CARB will include the Scope of Work from the Grantee’s Full Phase application in this section.

**Task 1. Grant management**

- 1.1.
- 1.2.
- 1.3.

**Task 2.**

- 2.1.
- 2.2.
- 2.3.

**Task 3.**

- 3.1.
- 3.2.
- 3.3.

SAMPLE

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**Attachment III – Timeline, Deliverables, and Budget Details**

Grantee:

Project:

Grant Number:

Task #	Task Description	Expected Start Date	Expected End Date	Deliverables (if applicable)	CARB Funds	Resource Contribution
1					\$	\$
2					\$	\$
3					\$	\$
4					\$	\$
5					\$	\$
6					\$	\$
7					\$	\$
	<b>Total</b>				\$	\$

SAMPLE

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### Attachment IV – Key Project Personnel

Grantee:  
Project:  
Grant Number:

Role and Name of Entity	Personnel Name and Title	Expected Duties

SAMPLE

**GRANTEE APPLICATION PACKAGE**

CARB will include selected portions of the Grantee's Full Phase application in this section.

**SAMPLE**

**REQUEST FOR APPLICATIONS PACKAGE**

CARB will include the RFA package in this section.

**SAMPLE**

**PAYEE DATA RECORD**

CARB will include the Grantee's payee data record in this section.

**SAMPLE**

City of Fresno - Environmental Justice & Transportation Equity in West Fresno - G23-STEP-03

**EXHIBIT E: PAYEE DATA RECORD**

CARB will include the Grantee's payee data record in this section.



GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (\*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name\* City of Fresno

Remit-To Address (Street or PO Box)\* 2600 Fresno Street

City\* Fresno State \* CA Zip Code\*\*4 93721

Government Type: [X] City [ ] County [ ] Special District [ ] Federal [ ] Other (Specify) [ ] Federal Employer Identification Number (FEIN)\* 94-6000338

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Table with 4 rows and 2 columns: Dept/Division/Unit Name, Complete Address

Contact Person\* Elizabeth Torres Title Senior Management Analyst

Phone number\* 559-621-1429 E-mail address Elizabeth.Torres@fresno.gov

Signature\* Elizabeth Torres Date 5/3/2024