

# **Air Grant Guidelines**

(Draft only coversheets)

DRAFT

## **INTRODUCTION**

In August 2017, the Legislature passed and Governor Brown signed into law Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017) (AB 617). AB 617 seeks to ensure that all Californians benefit equitably from our State's air quality and climate efforts, especially those who live in the areas of California most severely impacted by air pollution. As a result of the bill, the California Air Resources Board (CARB) established the Office of Community Air Protection (OCAP), and is working together with communities and local air districts to enhance the State's approach to addressing local air pollution in disproportionately burdened communities throughout the State. In September of 2018, CARB adopted the Community Air Protection Blueprint, (Blueprint) a document outlining the plan for AB 617 implementation, and providing guidance for air districts and communities alike.

Included in AB 617 is a provision for grants to community-based organizations for technical assistance and to support their efforts in this process. CARB has been charged with administering these grants, and the funds are allocated from the Greenhouse Gas Reduction Fund (GGRF), the State's portion of Cap-and-Trade auction proceeds.

In order to meet the intent of the Legislature, and in order to continue to build the capacity of California communities to participate in developing and implementing AB 617 programs, CARB created the Community Air Grants Program (Air Grants Program). The Air Grants Program aim is to provide support for community-based organizations to participate in the AB 617 process, and to build capacity to become active partners with government to identify, evaluate, and ultimately reduce air pollution and exposure to harmful emissions in their communities.

Last year, the inaugural year for the Air Grants Program, CARB received 65 applications, requesting a combined \$18.9 million in funding. Applications were received from around the State and included innovative proposals for engaging communities in AB 617's local air quality improvement process. To respond to this high demand, CARB awarded 28 projects totaling \$10 million in funding. That amount included the \$5 million appropriated in the fiscal year 2017-2018 State budget and an additional \$5 million out of the \$10 million appropriated in the fiscal year 2018-2019 State budget. CARB is releasing this solicitation under the fiscal year 2018-2019 State budget for \$5 million.

## **PURPOSE**

The purpose of the Air Grants Program is to provide community-based organizations in California with logistical and technical assistance to support their efforts in improving local air quality, in line with the goals of AB 617.

## **ELIGIBLE APPLICANTS**

- A California community-based organization holding a current tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
- A California organization, not affiliated with a local, municipal, city, county, or state governmental agency or entity, and holding a tax-exempt status under Section 501(c)(3), of the Internal Revenue Code as the Grantee, in partnership with a California community-based organization without Section 501(c)(3) status designated as a sub-grantee.
- A California Native American Tribe. For the purposes of this grant, this includes all Federally Recognized Tribes, and other California Native Americans, in accordance with Governor's Executive Order B-10-11.
- A California faith-based organization that qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, to the extent consistent with law.

## **APPLICATION FORMAT**

All necessary information to complete the application is attached to these Guidelines and listed below. Please read through the entire package, including all exhibits and attachments, before filling out and submitting your application. You will need to attach additional paper and/or documentation to answer all questions.

To apply, please follow submission instructions on page 9. This Guidance document contains:

1. Application Coversheet
2. Minimum Qualifications Statement of Understanding (Checklist for Applicants)
3. Application
4. Exhibit A: Budget Template
5. Exhibit B: Scoring Table (for your reference)
6. Exhibit C: Draft Grant Agreement (for your reference)
7. Exhibit D: Standard Payee Data Form 204
8. Attachment A (for all projects)
9. Attachment B (for Technical projects only)

## **PROGRAM GOAL**

Community Air Grants projects shall further the purposes of AB 617 and AB 32 in California communities. Under the Community Air Grants Program, this goal shall be accomplished by projects that build capacity in communities through supporting community-based

organizations' and community members' participation in the implementation of AB 617, including, but not limited to, the development of methods to acquire new or better information regarding air quality and related health impacts, as well as measures to facilitate greenhouse gas emission reductions and reduce air pollution in over-burdened communities.

## PROGRAM CONCEPTS

Table 1 below shows how projects can meet the program goal. The Table illustrates the two project categories (Educational and Technical) offered by the Air Grants Program this year, and lists specific example projects and the maximum grant amounts associated with those projects.

Both of the categories listed below align with the program goal of furthering the purposes of AB 617. For example, by raising awareness of air pollution in a community and increasing community knowledge, a Grantee can increase engagement in the process of implementing AB 617 by building the knowledge base. Specifically, this may be accomplished by:

- Projects that seek to support, enhance, and participate in the utilization of, the Blueprint guidance document.<sup>1</sup> This can include training and educational projects to increase understanding of the Blueprint and its guidance.
- Effective engagement and / or participation in AB 617 Community Steering Committees or AB 617 Technical Advisories, or other mechanisms under AB 617 implementation. CARB highly recommends Community Steering Committees include air grantees from their community, but this is not a requirement.
- Comment on AB 617 community monitoring plans and/or community emission reduction programs.<sup>1</sup>

Developing health-based data sets through surveys, studies and input from residents in various communities throughout the state, similarly can further the purpose of AB 617 by informing the criteria used to identify and prioritize communities eligible for community monitoring plans or community emission reduction programs.<sup>1</sup> Working and collaborating with diverse stakeholders including, but not limited to, school teachers, school district representatives, local government, small businesses, academia, researchers, health professionals, and community groups also helps to increase critical partnerships needed to collectively address air pollution health hazards and impacts in overburdened communities.

Table 1: Project Type, Concepts, Example Projects, and Maximum Grant Amount

| Project Type | Assistance Concepts   | Example Projects   | Max Grant Amount       |
|--------------|---|--|------------------------|
| Educational  | <p>To support community participation in governmental decision making on specific AB 617 elements such as:</p> <p>community engagement and education supporting CARBs Blueprint document; conducting popular education on air quality topics; partnership and coalition building for the purposes of AB 617; facilitating interaction and cultivating working relationships with government agencies; education and support on specific Community Emission Reduction Programs; education on other AB 617 statewide strategies; education on Best Available Retrofit Control Technologies and implementation; education on enforcement concepts; education on data reporting and communication; and any other elements of AB 617 or the Blueprint.</p> | <ul style="list-style-type: none"> <li>a. Community meetings on AB 617 concepts.</li> <li>b. Community meetings on CARB’s Blueprint document or air district AB 617 processes.</li> <li>c. Implementing public education models for AB 617 purposes such as ‘promotora’ models; or school curricula.</li> <li>d. Meeting facilitation (including but not limited to: logistical support; room and equipment rental; translation; travel and transportation, etc.).</li> <li>e. Surveys, factsheets, printing and media promotional campaign directly related to AB 617 community outreach.</li> <li>f. Community training and education on the Blueprint.</li> <li>g. Education/preparation to support community advocacy regarding allocation of AB 617 incentive funding.</li> <li>h. Hiring consultants and/or technical experts to facilitate community understanding in AB 617 concepts.</li> <li>i. Community planning related to AB 617.</li> <li>j. Charrettes.<sup>2</sup></li> <li>k. Community needs assessments.</li> <li>l. Sensitive receptor assessments.</li> <li>m. Field trips/bus tours for AB 617 purposes (e.g. source identification).</li> <li>n. Community emission source inventory exercises.</li> <li>o. Observational and activities to inform and supplement district led community monitoring, enhancing the meaning and nexus of actionable ideas for emissions reductions.</li> <li>p. “Groundtruthing”<sup>1,2</sup> for sources.</li> <li>q. Community health surveys to take action to reduce the emissions, exposures and</li> </ul> | <p>Up to \$100,000</p> |

|  |  |  |  |
|--|--|--|--|
|  |  | <p>impacts of air pollution.</p> <p>r. Supporting participation in community steering committees or technical advisory groups through academy style training on effective communication, cultural competency and consensus building.</p> <p>s. Incentive program application support /training on how equipment owners can apply for various incentive programs.</p> |  |
|--|--|--|--|

Table 1 continued:

| Project Type | Assistance Concepts   | Example Projects  | Max Grant Amount |
|--------------|---|---|------------------|
| Technical    | To support community science projects focusing on AB 617 aspects such as: community technology assessments; community technical training (monitoring and technical education including data collection and analysis); community led community air protection efforts; community air monitoring support. | <p>a. Air monitoring support.</p> <p>b. Planning / design of systems, hardware.</p> <p>c. Hardware/software training for community members for AB 617 purposes.</p> <p>d. Data collection and analytical/technical training for AB 617 purposes.</p> <p>e. Community-based participatory research/Community-engaged research projects for AB 617 purposes.</p> <p>f. Hiring technical experts for analytical support for AB 617 purposes.</p> <p>g. Community reporting systems.</p> <p>h. Health Impact assessment in context of AB 617 and CARB and air district efforts and authorities.</p> <p>i. Conducting academic research that results in peer-reviewed studies.</p> <p>j. Any Educational category examples as components*.</p> | Up to \$300,000  |

\* Technical projects may also include Educational project components listed on Table 1. These will still be considered a Technical type project, subject to \$300,000 maximum grant amount, and required to submit Attachment B.

- For Educational projects, CARB encourages activities that could be written into a Community Emissions Reduction Program, or Community Air Monitoring Plan, under AB 617 air district efforts.
- For Technical projects that will generate data as a main output, CARB recommends including in your proposal the expectations for the data to inform CARB or air district AB 617 efforts, or other follow-up actions.

## CAPACITY AND OUTCOMES

CARB recognizes the wide variety of community-based organizations, and the spectrum of capacities of those groups to participate in the implementation of AB 617. Therefore, Community Air Grants are designed to be as flexible as possible with an aim toward building the capacity of community groups to participate, while at the same time providing tangible assistance.

As demonstrated by the examples in Table 1 above, projects may include, but are not limited to: meeting facilitation for awareness and outreach; travel and other associated meeting costs; hiring technical experts, consultants, and trainers; community planning efforts (including advocacy regarding allocation of AB 617 incentive program funds); community-based participatory research projects that align with the purposes of AB 617; and community air monitoring support and capacity building.

CARB intends to fund as many eligible community projects as is possible with the Community Air Grants Program. CARB anticipates a diverse mix of projects from many communities, with regional representation from across the State. The selected project portfolio is anticipated to include urban, suburban, and rural settings. New for this year's solicitation:

- Projects *must* be wholly located in and benefit disadvantaged and/or low-income communities, as identified pursuant to California Health and Safety Code sections 39711 and 39713 (added and amended by [Senate Bill 535 and AB 1550](#)), or on Tribal lands. Project census tract location(s) will be evaluated and confirmed in the "applicant background and project description" criterion. CARB's priority population investments mapping tool may be utilized for location identification purposes, available at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm> .
- For projects that propose to work with local air districts on specific project components (e.g. collocation of community air sensors at district air monitoring sites), letters of commitment are required from the participating or sponsoring air district, describing the nature and extent of their commitment to the project.
- In addition to a Scope of Work, applicants that propose a Technical Project will be

required to submit a technical work plan (Attachment B in these Guidelines). Depending on their project, applicants must complete either option I (for projects with monitoring components) or option II (other Technical types of projects e.g. study, assessment, analysis). Note that projects with monitoring components will be required to adhere to the CARB Blueprint's Appendix E for Community Air Monitoring.

Matching funds or in-kind support are not required for Community Air Grants, but are encouraged where applicable and will be evaluated under the "collaboration and leveraging" criterion as part of project selection. Any leveraged funds/resources, and their source, must be identified in the application and budget, and will not count toward the maximum funding amounts you can request through Community Air Grants. Leveraged funds and resources may take various forms and should be noted in the application. Partnership building and coordination is also strongly encouraged. Community Air Grants should be used to complement an organization's partnership building and coordination for project implementation. Letters of support may be submitted. Letters demonstrating specific commitment from any partners are encouraged. For projects that propose to work with local air districts on specific project components (e.g. collocation of community air sensors at district air monitoring sites), letters of commitment are required from the participating or sponsoring air district.

Program priorities:

- Projects demonstrating partnership building and coordination, leveraging, in-kind support, or other forms of collaboration will be prioritized by receiving higher scores.
- Projects that foster workforce development (job creation and/or job training) will be prioritized by receiving higher scores.
- Projects located in AB 617 selected communities with no previous Air Grant project solely serving that community, will be prioritized by receiving higher scores.

## **FUNDING AMOUNTS**

Funding requests must be at or below the investment ranges in Table 1, depending on Project Type selected. The maximum funding amount that may be requested for an Air Grants project under this solicitation is \$100,000 for Education Projects and \$300,000 for Technical Projects. Projects that span multiple years (multi-year projects) are allowed, but will be funded from this fiscal year. Multi-year projects should be described in your application. All funds must be liquidated (spent) by March 31, 2022. Costs by year, and totals for each year, must be shown in your budget, to justify your funding request. Please see the Reporting and Budget section below for more details.

New for this year, and in an effort to maintain project-type diversity, Air Grant funding amounts will be available as follows:



- Up to \$2,000,000 total will be available for all Educational projects.
- Up to \$3,000,000 total will be available all Technical projects.

While administrative costs may be covered up to a maximum of 20 percent under the Air Grants Program, CARB anticipates a likely range of 10-15 percent for most projects. Please see Exhibit C: Draft Grant Agreement, for more information on administrative costs.

## **SUBMISSION**

To apply, submit:

- Application Coversheet
- Completed and Signed Minimum Qualifications Statement of Understanding Document (Checklist for Applicants)
- Application
- Budget using the template in Exhibit A.
- Exhibit D: Standard Payee Data Form 204
- Attachment A
- Attachment B (if applicable)
- Board Resolution documenting approval of project (see Minimum Qualifications and Project Administration, paragraph 'a', below for further information).

Applicants must provide an original signed coversheet with an application, all required attachments, and 1 photocopy of each. All necessary information is attached to these Guidelines.

The signed original coversheet with application and photocopy must be received no later than **Weekday, Month Day, 2019**. Electronic submittal is not available. Applications will not be accepted by fax or email. Mail or hand deliver (note: CARB staff contact information will be provided in final draft for hand delivery) your hardcopy application package to:

California Air Resources Board  
Air Grants Program  
1001 I Street, 6<sup>th</sup> Floor Sacramento  
California 95814

On **Month Day, 2019**, CARB will host a teleconference to answer questions that have

been submitted up until that point, and to answer additional questions during the teleconference. Questions may also be submitted via email to [AirGrants@arb.ca.gov](mailto:AirGrants@arb.ca.gov) by **COB Month Day, 2019**. After this date, CARB will not accept questions on the Guidelines or application process. CARB will release a complete question and answer document by **Month Day, 2019** and post it on our website.

Please see our website (<https://ww2.arb.ca.gov/our-work/programs/community-air-protection-program/community-air-grants>) for further information regarding the question and answer teleconference, and the official question and answer document. We will be updating the website to reflect times, call-in numbers, and any changes in dates. Any verbal communication with a CARB employee concerning the guidelines or application process is not legal advice or binding on the State and will not alter the written application process.

## **SCORING AND REVIEW PROCESS**

Grant applications that meet the minimum qualifications will be divided into two categories based on their project type: Educational or Technical. Both types will then be evaluated and scored in two steps: 1) Administrative and Technical Review and 2) Programmatic Alignment. The goal of this two-step review process is to identify and fund project proposals that balance the most meritorious science-based approaches, and that offer the highest promise to fulfill the programmatic goals set forth in the Air Grant Guidelines.

The first step of evaluation is the Administrative and Technical Review, and uses the criteria-based Scoring Table (Exhibit B) to evaluate proposals based on their administrative, scientific and technical merit. An Administrative and Technical Panel consisting of governmental program staff (e.g. Engineers, Specialists, Researchers, Scientists, Technicians, and Analysts) and non-governmental representatives will conduct this part of the evaluation. Participating agencies may include, but will not be limited to, staff of the Boards, Departments, and Offices under the California Environmental Protection Agency; U.S. Environmental Protection Agency; air districts, local governmental and regulatory agencies, the California Air Pollution Control Officer Association; and other associations, health or philanthropic organizations. The Administrative and Technical Panel will score nine of the ten criteria categories listed in the Scoring Table (I. Applicant Background, II. Project Description, III. Collaboration and Leveraging, IV. Administrative and Technical Alignment, V. Community Engagement, VI. Workforce Development, VII. Budget and Reporting, VIII. Performance Evaluation and IX. Project Time Line).

Using the Scoring Table, the outcome of the Administrative and Technical Review will be a first-step score of up to 72 total points, for each application in either the Educational or Technical categories. The first-step score will be comprised of the individual evaluation criterion scores, combined. Those proposals that score at least 75%, or 54 total points, will move on to be evaluated in the second step, for further consideration.

The second step of evaluation is the Programmatic Alignment evaluation, and will be conducted by a Programmatic Panel. The Programmatic Panel may be composed of upper and high level

managers and executives from, but not limited to, CARB, the California Environmental Protection Agency; U.S. Environmental Protection Agency; air districts, local governmental and regulatory agencies, the California Air Pollution Control Officer Association; and other associations, health or philanthropic organizations. The Programmatic Panel will utilize the last criterion (X. Programmatic Alignment), in order to evaluate and score those applications that were advanced to the second step, in both the Educational and Technical categories.

Using the Scoring Table, the outcome of the Programmatic Alignment evaluation will be a score of up to 28 points for the Programmatic Alignment criterion. The Programmatic Panel will then add that score to the first-step score to derive a final score of up to 100 points for each application in either the Educational or Technical category. The Programmatic Alignment evaluation will produce two lists of projects (Educational and Technical), ranked based on their final score.

After the Programmatic Alignment evaluation, award lists will be generated for proposals in both the Educational and Technical categories, based on their rank and final score, and the funding maximum in that category (up to \$2M for Educational and up to \$3M for Technical). This process will determine the ultimate awardees.

CARB will post basic information about all applications submitted for consideration at least ten days before announcing funding awards. Air Grant awardees will be notified upon determination and a final award list will be publically posted. CARB anticipates announcing awards in Fall 2019. Air Grant Agreements (Exhibit C: Draft Grant Agreement) must be signed by the awardee and executed by CARB prior to disbursement of any funds.

## **GRANT PERIOD AND FUNDING**

The grant period begins when an awarded Grant Agreement is executed by CARB. Please refer to Exhibit C for draft Grant Agreement and Terms and Conditions. All funds granted must be liquidated (spent) by March 31, 2022.

An executed Grant Agreement will be required prior to awardees receiving any funding. In order to receive a fund disbursement, or an advance payment, the Grantee must submit a Grant Disbursement request form to CARB, and/or an advance payment Request form. These forms will be provided to Grantees upon Grant Agreement execution. Draft forms are attached to these Guidelines for your reference.

## **REPORTING AND BUDGET**

After full grant execution, Grantee must submit Quarterly reports to CARB beginning on December 1, 2019, and continue Quarterly through the end of the grant term, or until all funds have been liquidated. Specific due dates will be included in the Grant Agreement. Reports may be submitted electronically to your CARB Community Air Grant project liaison identified in the executed agreement, and at a minimum, must include:

- Report number, title, name of Grantee, date of submission, and grant number.
- Report costs associated with specific project tasks. Examples include but are not limited to: meeting facilitation and travel; hiring technical experts or consultants; or other AB 617 community efforts.
- Report how the grant is being utilized to meet the goals of Assembly Bill 617.
- Report how the project meets criteria for providing direct, meaningful, and assured benefits while also addressing a community need according to CARB guidance (see Technical Assistance and Capacity Building Priority Population Benefit Criteria Table available at: [www.arb.ca.gov/cci-resources](http://www.arb.ca.gov/cci-resources)). Projects must describe the community need addressed and how it was identified, particularly those needs identified by community residents or representatives.
- Summary of work completed and in progress since the last progress report, including location (i.e., address or latitude and longitude) of educational events and/or monitoring activities.
- Grant funds remaining and expended.
- Expenditure summary showing all Community Air Grant funds for which reimbursement was requested since last report.
- Any challenges or barriers encountered in the implementation of your project.

A subset of grantees will be required to report on project outcomes, once operational, in accordance with CARB guidance.

CARB, at its sole discretion, may request additional information and/or institute a new reporting format at any time, for any awarded project. The Grantee must retain project records for at least 3 years after the completion of the project.

As you prepare your budget, please follow the guidelines below.

- Create the budget that will support the activities proposed in your application.
- The Budget narrative and overall cost should align with your Scope of Work and costs by task.
- Be realistic, complete, and accurate. Include shipping and handling, taxes, set-up, installation, service agreements, warranties, contracts, licenses, equipment costs etc.
- Use whole dollars.
- Retain your documentation on how you calculated the budget.
- Regarding outputs (things you want to accomplish with this funding), determine the exact or maximum number of items you are proposing to affect or implement (e.g., host 3 community meetings; contact 300 households in the community; hire 1 data analyst; hold a bus tour for 50 people), and budget for that number.

**MINIMUM QUALIFICATIONS AND PROJECT ADMINISTRATION**

*Table 2: Minimum Qualifications: Failure to meet the Pass/Fail requirements below will result in an automatic disqualification from the Community Air Grant Process*

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|-----------|--|
| Pass/Fail | <b>Coversheet-completed and signed.</b> Signature must be <u>original and only signed by the designated authorized Signature Authority</u> . No stamped or photocopied signatures. The application must be signed by the Applicant representative authorized to enter into contract for the Applicant. If Applicant is applying in partnership with a community-based organization sub-grantee, the sub-grantee’s contact information must also be provided, but the sub-grantee does not need a representative to sign the application.   |
| Pass/Fail | <b>Eligible Applicant - Organization type.</b> <ul style="list-style-type: none"> <li>- <u>California community-based organization</u> holding a current tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; or</li> <li>- A California organization, not affiliated with a local, municipal, city, county, or state governmental agency or department, and holding a tax-exempt status under Section 501(c)(3), of the Internal Revenue Code as the Grantee, in partnership with a California community- based organization without Section 501(c)(3) status designated as a sub-grantee; or</li> <li>- <u>California Native American Tribe</u>. For the purposes of this grant, this includes all Federally Recognized Tribes, and other California Native Americans, in accordance with Governor’s Executive Order B-10-11; or</li> <li>- <u>California faith-based organization</u> that qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, to the extent consistent with law.</li> </ul> |
| Pass/Fail | <b>Projects located in and benefitting</b> census tracts identified as disadvantaged and/or low-income communities, as identified pursuant to California Health and Safety Code sections 39711 and 39713 (added and amended by Senate Bill 535 and AB 1550), or on Tribal lands.   |
| Pass/Fail | <b>Application postmarked</b> no later than <b>Weekday, Month Day, 2019.</b>   |
| Pass/Fail | <b>Administrative costs</b> not exceeding 20%.   |
| Pass/Fail | <b>Exhibit A:</b> Budget included.   |
| Pass/Fail | <b>Exhibit D:</b> Standard Payee Data Form 204 included.   |
| Pass/Fail | <b>Attachment A</b> – CEQA documentation included.   |
| Pass/Fail | <b>Attachment B</b> – For Technical Projects   |
| Pass/Fail | <b>Board Resolution</b> approving project, if applicable, is included.   |
| Pass/Fail | <b>CARB Air Grant funding request</b> must adhere to the funding ranges per project type.  |
| Pass/Fail | <b>“Minimum Qualifications Statement of Understanding”</b> form is signed, dated, and submitted with application.  |

- a. For an organization with tax-exempt status under Internal Revenue Code section 501(c)(3) that is governed by a Board, CARB will require a Board Resolution or documentation of approval of the project by the Board before CARB executes the Grant Agreement. For a California Native American Tribe in accordance with Governor's Executive Order B-10-11, CARB may require an approved Resolution or documentation of approval of the project from the Tribal governing body before CARB executes the Grant Agreement. For a faith-based organization, CARB may require documentation of approval of the project by the organization's Board or other management before CARB executes the Grant Agreement.
- b. CARB will evaluate all eligible project applications based on the same scoring criteria, as described in these guidelines and the scoring table. Only eligible projects will be scored. To be eligible, project applications must meet the Minimum Qualifications (Table 2 above).
- c. CARB reserves the right to remove discrete elements of projects selected for funding that CARB determines to be ineligible, in accordance with these guidelines and California Health and Safety Code section 44391.2(d).
- d. In the event that one or more projects cannot be fully funded because the requested amount exceeds the available remaining funds, CARB in its sole discretion may offer to fund those projects at a lesser amount at a scaled-down scope. If the project applicant declines funding at the reduced project scope, CARB may offer funding to the next highest scoring eligible application, either fully or at a scaled-down scope, carry the remaining funds forward to the next fiscal year, or not award a grant.
- e. In the event funding has been awarded to the highest scoring projects, and the remaining available funds are less than the amount requested in the next highest scoring application, CARB, in its sole discretion, may offer funding to the next highest scoring project(s) that request less than the remaining available funds, carry the remaining funds forward to the next fiscal year, or not award a grant.
- f. If none of the applicants meet all minimum qualifications, resulting in no valid applications to evaluate, CARB, at its discretion, may re-issue the solicitation, or issue a new solicitation.
- g. The Grantee will be required to sign a Grant Agreement (Exhibit C) with CARB to fulfill the administrative duties and technical duties associated with the project. No legal obligations will exist unless and until the parties have executed and delivered a Grant Agreement.
- h. A Grantee that is a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, in partnership with a California community-based organization without Section 501(c)(3) status designated as a sub-grantee, will be required to sign a Grant Agreement with CARB specifying that the Grantee has joint and

several liability for compliance with grant requirements.

- i. Some proposals could qualify as a project under the California Environmental Quality Act (CEQA). In these instances, applicants may need to submit additional documentation in order to facilitate CEQA completion, prior to approval of the agreement and award of the grant money. Thus, no awards can be approved until CEQA is satisfied.
- j. Any change in the project budget, redefining of deliverables, or extension of the project schedule must be approved in advance and in writing by the CARB Project Liaison, or designee, and may require a Grant Agreement amendment. Once a grant is in place, minor changes to the work to be done or other project scope changes may be considered by CARB, in consultation with the Grantee.
- k. CARB reserves the right to terminate a Grant Agreement if CARB determines, in its sole discretion, that the objectives cannot be reached or that the Grantee, or their subcontractors cannot or will not perform the required work in accordance with the project timeline.
- l. The Grantee must allow CARB, the California Department of Finance, the California Bureau of State Audits, or any authorized designee access, during normal business hours, to conduct reviews and fiscal audits or other evaluations. Access includes, but is not limited to, reviewing project records, site visits, interviews, and other evaluations as needed. Project evaluations or site visits may occur unannounced as CARB staff or its designee deem necessary.
- m. The Grantee must retain project records for at least 3 years after the completion of the project.
- n. Upon submittal to CARB, all applications will become property of the State of California. CARB may publically post all or some of the contents of the applications. Applications will be treated in accordance with Public Records Act requirements and that certain information, subject to those requirements, may be publicly disclosed.
- o. Cost of Developing Application: The Applicant is responsible for the cost of developing an Application and this cost cannot be charged to the State. In addition, CARB is not liable for any costs incurred during environmental review or as a result of withdrawing a proposed award or canceling the guidelines.
- p. Errors: If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the guidelines, the Applicant must immediately notify CARB of this error in writing and request modification or clarification of the document. CARB is not responsible for failure to correct errors.
- q. Immaterial Defect: CARB may waive any immaterial defect or deviation contained in an Applicant's application. CARB's waiver shall in no way modify the Application or excuse

the successful Applicant from full compliance.

- r. Disposition of Applicant's Documents: On the date that the Grant Agreement is signed, all applications and related material submitted in response to these guidelines become a part of the property of the State and public record.
- s. Applicant's Admonishment: These guidelines contain the instructions governing the requirements for funding projects submitted by interested Applicants, including the format in which the information is to be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and Applicant responsibilities. Applicants must take the responsibility to carefully read the entire guidelines, ask appropriate questions in a timely manner, submit the application with all required responses in a complete manner by the required date and time, and make sure that all procedures and requirements of the guidelines are followed and appropriately addressed.
- t. Agreement Requirements: The content of these guidelines and each grant application shall be incorporated by reference into the final agreement. See the sample Draft Grant Agreement included in Exhibit C of these guidelines.

CARB reserves the right to negotiate with Applicants to modify the project scope, the level of funding, or both. If CARB is unable to successfully execute a funding agreement with an Applicant, CARB, in its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible project. This does not limit CARB's ability to withdraw a proposed award for other reasons, including for no cause.

- u. No Agreement Until Signed: No agreement between CARB and the Grantee is in effect until the agreement is signed by the Grantee and signed by the authorized CARB representative. Costs are only subject to reimbursement by CARB after execution; no costs incurred prior to execution of the agreement are reimbursable using CARB funds.
- v. No Modifications to the General Provisions: Because time is of the essence, if an Applicant at any time, including after Grantee Selection, attempts to negotiate, or otherwise seeks modification of, the conditions of the Grant Agreement, CARB may reject an application or withdraw a proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including failure of a third party agency to complete CEQA review, or for no cause.
- w. Payment of Prevailing Wages: 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. Please see: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>



- x. Guidelines Cancellation and Amendments: CARB reserves the right to do any of the following:
- Cancel these Guidelines.
  - Revise the amount of funds available under these Guidelines.
  - Amend these Guidelines as needed.
  - Reject any or all Applications received in response to these Guidelines.

The Air Grants is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. For more information, visit the California Climate Investments website at: [www.caclimateinvestments.ca.gov](http://www.caclimateinvestments.ca.gov).



## REFERENCES AND RESOURCES

Documents referenced (1, 2 and 3) in the guidelines are below. We have also included a list of resources you may find useful (I - IX). However, this list is not exhaustive.

1. [CARB, Community Air Protection Blueprint – Sacramento, CA: October 2018](#)
  2. [Russak, B., Aliu, S., Ankudowich, A., Prichard M., Semu Y., Simunovic D., Wander M., Green Zones and Grassroots: How California’s Climate Investments Benefit Los Angeles County’s Disadvantaged Communities. Los Angeles, CA: Liberty Hill Foundation, 2017.](#)
  3. [London, J., Huang, G., Zagofsky, T., Land of Risk/ Land of Opportunity: Cumulative Environmental Vulnerability in California’s San Joaquin Valley. Davis, CA: UC Davis Center for Regional Change, 2011.](#)
- I. U.S. EPA Citizen Science for Environmental Protection
    - <https://www.epa.gov/citizen-science>
  - II. U.S. EPA Quality Assurance Project Plan for Citizen Science Projects
    - <https://www.epa.gov/citizen-science/quality-assurance-project-plan-citizen-science-projects>
  - III. Cal/EPA Disadvantaged Community Designation
    - <https://calepa.ca.gov/EnvJustice/GHGInvest/>
  - IV. CARB Pollution Mapping Tool
    - [https://www.arb.ca.gov/ei/tools/pollution\\_map/](https://www.arb.ca.gov/ei/tools/pollution_map/)
  - V. CARB Priority Population Investments Mapping Tool
    - [www.arb.ca.gov/ci-communityinvestments](http://www.arb.ca.gov/ci-communityinvestments)
  - VI. Tracking California: Guidebook for Developing a Community Air Monitoring Network
    - <http://trackingcalifornia.org/page/air/community-air-monitoring-guidebook>
  - VII. OCAP Online Resource Center
    - <https://ww2.arb.ca.gov/capp-resource-center>
  - VIII. SCAQMD: Air Quality Sensor Performance Evaluation Center
    - <http://www.aqmd.gov/aq-spec>

- IX. US CDC: Community Assessment for Public Health Emergency Response (CASPER)
- <https://www.cdc.gov/nceh/hsb/disaster/casper>

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# Application Coversheet

(Draft only coversheets)

DRAFT

**California Air Resources Board (CARB)  
Community Air Grants**

2019.

**APPLICATION COVER SHEET**

| <b>Part 1. Applicant Information</b>   |   |
|--|---|
| Applicant (501(c)(3) organization/Tribe/faith-based organization) name:  | <b>\$ Grant Funds Requested</b><br>(rounded to nearest dollar):                                       |
| Applicant <b>physical</b> address (Street, City, State, Zip code):   |   |
| Applicant <b>mailing</b> address (Street, City, State, Zip code):  |   |
| <b>Indicate Duration of Proposed Grant</b><br>(single or multi-year):  |   |
| <b>Organization Type:</b>  |   |
| <input type="checkbox"/> Internal Revenue Code Section 501(c)(3) status<br>Tax ID number: _____ - _____  |   |
| <input type="checkbox"/> California Native American Tribe in accordance with Governor's Executive Order B-10-11.<br>Tax ID number may need to be provided for payment if awarded a grant. Tax ID number may be provided upon agreement of contract if awarded. |   |
| <input type="checkbox"/> Faith Based organization<br>Tax ID number: - _____  |   |
| <b>Project Type: (select one)</b>  |   |
| <input type="checkbox"/> Educational   | <input type="checkbox"/> Technical<br>(Technical projects may include Educational project components) |
| <b>Grant Administrator - Manages Day-to-Day Tasks of Project</b>   |   |
| Grant Administrator - Name of Lead Person who will be Implementing Grant<br>(First name, Last name):   | Title of Grant Administrator:   |
| Telephone number of Grant Administrator (required):<br>(     )   | Email of Grant Administrator (required):  |
| <b>Signature Authority - Person Authorized to Legally Enter into Grant Agreement</b>   |   |
| Signature Authority- Print Name of Person who will be Signature Authority of Grant<br>(First name, Last name):   | Title of Signature Authority:   |
| Telephone number of Signature Authority (required):<br>(     )   | Email of Signature Authority (required):  |

|  |       |
|--|-------|
| <b>Part 1A. Sub-Grantee Information (if applicable)*</b>   |       |
| Sub-Grantee Name, physical and mailing address here (Street, City, State, Zip code):   |       |
| Applicant <b>physical</b> address (Street, City, State, Zip code):   |       |
| Applicant <b>mailing</b> address (Street, City, State, Zip code):  |       |
| <b>Part 2. Application Agreement and Authorized Signature</b>  |       |
| I certify that all information in this application is true, correct, and complete to the best of my knowledge and belief. I certify that I am signing on behalf of the applicant in the capacity as a signature authority indicated next to my name below and that I am authorized to execute this application on behalf of the applicant. |       |
| Signature Authority original signature (wet signature, no stamps):   | Date: |
| First name and last name of Signature Authority (print legibly):   |       |

\* Sub-grantee information is required for projects proposed jointly by a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the applicant), in partnership with a California community-based organization without Section 501(c)(3) status (the sub-grantee).

# **Minimum Qualifications Statement of Understanding Checklist for Applicants**

(Draft only coversheets)

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## Minimum Qualifications Statement of Understanding (Checklist for Applicants)

**This checklist represents the minimum qualifications needed for an application to be considered for review and scoring. Failure to meet these requirements will result in an automatic disqualification from the Community Air Grants Application Process.**

|  |  |
|--|--|
|  | The Application Cover Sheet must be completed and signed. The signature must be original and only signed by the designated authorized Signature Authority. No stamped or photocopied signatures will be accepted. The application must be signed by the Applicant representative authorized to enter into a grant for the Applicant. If Applicant is applying in partnership with a community-based organization sub-grantee, the sub-grantee's contact information must also be provided, but the sub-grantee does not need a representative to sign the application. |
|  | Only Applications from eligible applicants will be considered (See page three of the Guidelines).  |
|  | Projects must be located in and benefit disadvantaged and/or low income communities, as identified pursuant to California Health and Safety Code sections 39711 and 39713 (added and amended by Senate Bill 535 and AB 1550), or on Tribal lands.  |
|  | The Application must be postmarked no later than <b>Weekday, Month Day, 2019.</b>  |
|  | Administrative costs cannot exceed 20%.  |
|  | Exhibit A: Budget must be included.  |
|  | Exhibit D: Standard Payee Data Form 204 must be included.  |
|  | Attachment A CEQA Documentation – For all projects.  |
|  | Attachment B – Technical Project Work Plan   |
|  | If Applicant has a Governing Board, then Resolution approving the project must be included.  |
|  | CARB Air Grant funding request must adhere to the funding ranges per project type.   |
|  | This Form: "Minimum Qualifications Statement of Understanding"   |

I have read the list on Minimum Requirements, and understand that failure to meet these requirements will result in my Application being removed from consideration of Community Air Grant Funding.

APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_



# Application

(Draft only coversheets)

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## Community Air Grants Application:

Please submit a response that answers and addresses the bullet points below. Applications will be evaluated and scored upon responses to these criteria.

### I. Applicant Background - 10 Points Maximum

Background information<sup>+</sup> shall include:

- History of applicant in community.
  - Proof of the applicant's IRS designation as a 501 (c) 3; or documentation as a California Native American Tribe pursuant to Governor's Executive Order B-10-11; or documentation of faith-based organization; and list of organization's board of directors, or an organizational chart.
- Community description and narrative on air/environmental issues.
  - Support for applicant's project in the community (evidenced by letters of support or commitment).
  - Applicant's connection to the community.
- Concrete examples of applicant representing or advocating in and for their community.

*<sup>+</sup> For projects proposed jointly by a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the applicant), in partnership with a California community-based organization without Section 501(c)(3) status (the sub-grantee), provide this information regarding the sub-grantee. You may additionally provide this information regarding the applicant, if applicable.*

### II. Project Description - 10 Points Maximum

Project Description shall include:

- Project location(s) and discussion of benefits to priority populations\*. Examples of potential benefits include providing jobs or job training to residents of low-income households, or identifying, evaluating air pollution in disadvantaged or low-income communities.
- Discussion of how project meets community need.
- Clearly defined outcomes and expectations of project including a schedule with key milestones.
- Complete summary of methods and procedures used to achieve goals.
- Sources for research in support of program objectives are cited.
- Objectives are specific and measurable. Outcomes clearly match objectives.

### **III. Collaboration and Leveraging - 5 Points Maximum**

- Collaboration and partnership between partner groups is evident.
- Letters of commitment are attached.
- A clear partnership of two, or more (not counting sub-grantees) of the following groups is evident: community-based organizations, academia, government, researchers or institutions, business entities, health professionals, school district representatives, California Native American Tribes, faith-based organizations (This is list not exhaustive, and partners may include other entities not listed).
- In-kind services or additional funding sources are being leveraged or utilized in the project, and are described in the application.

### **IV. Administrative and Technical Alignment - 20 Points Maximum**

#### **a. For Educational Projects:**

- Scope of work is included with tasks and milestones explained and defined with cost by task.
- Project outcomes are defined and achievable for the project type.
- Attachment A – CEQA documentation

#### **b. For Technical Projects:**

- Scope of work is included with tasks and milestones explained and defined with cost by task; and Attachment B – Technical work plan.
- Project outcomes are defined and achievable for the project type.
- Attachment A – CEQA documentation.

### **V. Community Engagement – 4 Points Maximum**

Public event(s) and targeted stakeholder meetings to discuss project proposal with community members prior to application submission, or proposal provides for these opportunities during project to inform it. Public event(s) hosted/planned at accessible time(s) and location(s). Event notices were/will be provided in medium (web, telephone, in-person, etc.) and language appropriate to audience. Extent to which priority populations\* were/will be targeted for outreach and engagement.

## **VI. Workforce Development– 3 Points Maximum**

- Does your project provide high-quality (e.g., local living wages, health insurance, paid leave) job(s) to priority populations\*?
- Does your project provide paid internship to high school or learning institution students in priority populations\*?
- Does your project provide job training to priority populations\* that is part of a program with an established placement record or provides capacity building that leads to industry-recognized credentials?

## **VII. Budget and Reporting - 10 Points Maximum**

- Does your project include a specific amount of funding requested?
- Project budget utilizes the following categories (as applicable) with brief narrative: Technology, Equipment, Supplies, Materials, Services, Travel, Consultant Costs, Meeting Facilitation, Transportation, Other.
- Budget narrative is included with costs associated by tasks and aligns with the Scope of Work.
- Budget is accurate and funding level appears reasonable to meet all project objectives.
- Other funding sources, including partner funding/in-kind services are noted (letters of support / commitment included if appropriate) if applicable.
- Budget is transparent; reporting measures and documentation procedures described throughout project life.

## **VIII. Performance Evaluation - 5 Points Maximum**

- Mechanisms for qualitative and quantitative assessment of the project are clear.
- Goals and tasks are clearly measurable and well-defined.
- Expected outcomes and results clearly defined and reportable.
- Performance measures listed.

## **IX. Project Timeline- 5 Points Maximum**

- Detailed timeline with milestones for the grant period is included.
- Project plans are realistic and feasible given the timeline.
- Responsible groups/persons are listed along with each activity and task.
- Overview of anticipated obstacles to success and strategies for overcoming them are included (if they exist).

## X. Programmatic Alignment - 28 Points Maximum

- Describe how the proposed project leads toward identifying, evaluating, and/or reducing exposure to, or facilitating the emission reductions of, air toxics, criteria air pollutants, and/or greenhouse gases emissions from stationary and/or, mobile, or area sources in California communities.
- Describe how the proposed project aligns with CARB's AB 617 implementation goals as described in the CARB Community Air Protection Blueprint (Blueprint\*\*) by demonstrated consistency with CARB or air district program priorities articulated in the Blueprint and/or applicable State Implementation Plan(s).
- Describe how the proposed project aligns with, takes into consideration, or complements existing Air Grant projects.
- Is the proposed project located in a selected AB 617 community with no previous Air Grant project solely serving that community?
- Extent to which the proposed project substantially advances innovative policies to achieve program goals.
- Extent to which the applicant has demonstrated history of successful work with CARB and/or air districts, and/or with affected communities.

*\*Priority Population refers to individuals living in a census tract identified as a disadvantaged community or low-income community or households:  
<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>*

*\*\* CARB Community Air Protection Blueprint:*

<https://ww2.arb.ca.gov/index.php/our-work/programs/community-air-protection-program/community-air-protection-blueprint>

**Exhibit B:**  
**Scoring Table**  
(Draft only coversheets)

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**CALIFORNIA AIR RESOURCES BOARD (CARB)**  
**COMMUNITY AIR GRANTS**  
**CRITERIA SCORING TABLE**

Criteria Scoring Table:

A maximum of 100 points is possible, from 10 categories. Applications will be evaluated and given a score for each Category in the Criteria Scoring Table, based upon the possible points from that Criteria Description. All Category points will then be combined for a total score.

| <b>CRITERIA SCORING TABLE</b> |  |               |
|-------------------------------|--|---------------|
| <b>CRITERIA CATEGORY</b>      | <b>CRITERIA DESCRIPTION</b>  | <b>POINTS</b> |
| I. Applicant Background       | <p><b>Applicant Background includes:</b></p> <ul style="list-style-type: none"> <li>● History of applicant in community. <b>(5 pts)</b> <ul style="list-style-type: none"> <li>○ Proof of the applicant’s IRS designation as a 501 (c) 3; or documentation as a California Native American Tribe pursuant to Governor’s Executive Order B-10-11; or documentation of faith-based organization; and list of organization’s board of directors, and/or an organizational chart.</li> </ul> </li> <li>● Community description and narrative on air/environmental issues. <b>(3 pts)</b> <ul style="list-style-type: none"> <li>○ Support for applicant’s project in the community (evidenced by letters of support or commitment).</li> <li>○ Applicant’s connection to the community.</li> </ul> </li> <li>● Concrete examples of applicant representing or advocating in and for their community. <b>(2 pts)</b></li> </ul> <p><i>+ For projects proposed jointly by a California organization holding a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the applicant), in partnership with a California community-based organization without Section 501(c)(3) status (the sub-grantee), provide this information regarding the sub- grantee. You may additionally provide this information regarding the applicant, if applicable.</i></p> | 0-10 points   |
| II. Project Description       | <p><b>Project Description includes:</b></p> <ul style="list-style-type: none"> <li>● Project location(s) and discussion of benefits to priority populations*. Examples of potential benefits include providing jobs or job training to residents of low-income households, or identifying, evaluating air pollution in disadvantaged or low-income communities. <b>(2 pts)</b></li> <li>● Discussion of how project meets community need. <b>(1 pt)</b></li> </ul>   | 0-10 points   |

|   |  |                        |
|---|--|------------------------|
|   | <ul style="list-style-type: none"> <li>● Clearly defined outcomes and expectations of project including a schedule with key milestones. <b>(2 pts)</b></li> <li>● Complete summary of methods and procedures used to achieve goals. <b>(2 pts)</b></li> <li>● Sources for research in support of program objectives are cited. <b>(1 pt)</b></li> <li>● Objectives are specific and measurable. <b>(1 pt)</b></li> <li>● Outcomes clearly match objectives. <b>(1 pt)</b></li> </ul>   |                        |
| <p>III.<br/>Collaboration<br/>and<br/>Leveraging</p>          | <ul style="list-style-type: none"> <li>● Collaboration and partnership between partner groups is evident. <b>(1 pt)</b></li> <li>● Letters of commitment are attached. <b>(1 pt)</b></li> <li>● A clear partnership of two, or more (not counting sub-grantees) of the following groups is evident: community-based organizations, academia, government, researchers or institutions, business entities, health professionals, school district representatives, California Native American Tribes, faith-based organizations (This list is not exhaustive, and partners may include other entities not listed). <b>(2 pts)</b></li> <li>● In-kind services or additional funding sources are being leveraged or utilized in the project, and are described in the application. <b>(1 pt)</b></li> </ul>  | <p>0-5<br/>points</p>  |
| <p>IV.<br/>Administrative<br/>and Technical<br/>Alignment</p> | <p><b>For Educational Projects:</b></p> <ul style="list-style-type: none"> <li>● Scope of work is included with tasks and milestones explained and defined, with cost by task. <b>(15 pts)</b></li> <li>● Project outcomes are defined and achievable for the project type. <b>(3 pts)</b></li> <li>● Attachment A – CEQA documentation level of completeness. <b>(2 pts)</b></li> </ul> <p><b>For Technical Projects:</b></p> <ul style="list-style-type: none"> <li>● Scope of work is included with tasks and milestones explained and defined, with cost by task; and Attachment B – Technical work plan inclusion and level of completeness <b>(15 pts)</b></li> <li>● Project outcomes are defined and achievable for the project type. <b>(3 pts)</b></li> <li>● Attachment A – CEQA documentation level of completeness. <b>(2 pts)</b></li> </ul> | <p>0-20<br/>points</p> |
| <p>V. Community<br/>Engagement</p>                            | <ul style="list-style-type: none"> <li>● Applicant held public event(s) and targeted stakeholder meetings to discuss project proposal with community members <i>prior to</i> application submission, or applicant proposes these opportunities <i>during project</i> to inform it. Public event(s) hosted/planned at accessible time(s) and location(s). Event notices were/will be provided in medium (web, telephone, in-person, etc.) and language appropriate to audience. Priority populations* were/will be targeted for outreach and engagement. <b>(4 pts)</b></li> </ul>  | <p>0-4<br/>points</p>  |



|                                     |  |                    |
|-------------------------------------|--|--------------------|
| <p>VI. Workforce Development</p>    | <ul style="list-style-type: none"> <li>• Project provides high-quality (e.g., local living wages, health insurance, paid leave) job(s) to priority population.*<b>(1 pt)</b></li> <li>• Project provides paid internship to high school or learning institution students in priority population.* <b>(1 pt)</b></li> <li>• Project provides job training to priority population* that is part of a program with an established placement record or provides capacity building that leads to industry-recognized credentials. <b>(1 pt)</b></li> </ul>  | <p>0-3 points</p>  |
| <p>VII. Budget and Reporting</p>    | <ul style="list-style-type: none"> <li>• Includes a specific amount of funding requested. <b>(1 pt)</b></li> <li>• Project budget utilizes the following categories (as applicable) with brief narrative: Technology, Equipment, Supplies, Materials, Services, Travel, Consultant Costs, Meeting Facilitation, Transportation, Other. <b>(2 pts)</b></li> <li>• Budget narrative is also included with costs associated by tasks and aligns with Scope of Work. <b>(2 pts)</b></li> <li>• Budget is accurate and funding level appears reasonable to meet all project objectives. <b>(2 pts)</b></li> <li>• Other funding sources, including partner funding/in-kind services are noted (letters of support/commitment included if appropriate) if applicable. <b>(1 pt)</b></li> <li>• Budget is transparent; reporting measures and documentation procedures described throughout project life. <b>(2 pts)</b></li> </ul> | <p>0-10 points</p> |
| <p>VIII. Performance Evaluation</p> | <ul style="list-style-type: none"> <li>• Mechanisms for qualitative and quantitative assessment of the project are clear. <b>(1 pts)</b></li> <li>• Goals and tasks are clearly measurable and well defined. <b>(2 pts)</b></li> <li>• Expected outcomes and results clearly defined and reportable. <b>(1 pts)</b></li> <li>• Performance measures listed. <b>(1 pts)</b></li> </ul>  | <p>0-5 points</p>  |
| <p>IX. Project Timeline</p>         | <ul style="list-style-type: none"> <li>• Detailed timeline with milestones for the grant period is included. <b>(2 pts)</b></li> <li>• Project plans are realistic and feasible given the timeline. <b>(1 pt)</b></li> <li>• Responsible groups/persons are listed along with each activity and task. <b>(1 pt)</b></li> <li>• Overview of anticipated obstacles to success and strategies for overcoming them are included. <b>(1 pt)</b></li> </ul>  | <p>0-5 points</p>  |

|  |   |  |
|--|---|--|
| <p style="text-align: center;">X.<br/>Programmatic<br/>Alignment</p> | <ul style="list-style-type: none"> <li>● Proposed project leads toward identifying, evaluating, and/or reducing exposure to, or facilitating the emission reductions of, air toxics, criteria air pollutants, and/or greenhouse gases emissions from stationary and/or, mobile, or area sources in California communities. <b>(7 pts)</b></li> <li>● Proposed project aligns with CARB’s AB 617 implementation goals as described in the CARB Community Air Protection Blueprint (Blueprint) by demonstrated consistency with CARB or air district program priorities articulated in the Blueprint and/or applicable State Implementation Plan(s). <b>(6 pts)</b></li> <li>● Proposed project aligns with, takes into consideration, or complements existing Air Grant projects. <b>(3 pts)</b></li> <li>● Proposed project is located in a selected AB 617 community with no previous Air Grant project solely serving that community. <b>(5 pts)</b></li> <li>● Proposed project substantially advances innovative policies to achieve program goals. <b>(3 pts)</b></li> <li>● Applicant has demonstrated history of successful work with CARB and/or air districts, and/or with affected communities. <b>(4 pts)</b></li> </ul> | <p style="text-align: center;">0-28<br/>points</p> |
|--|---|--|

*\*Priority Population refers to individuals living in a census tract identified as a disadvantaged community or low-income community or households:*

<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

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**Exhibit C:**  
**Draft Grant Agreement**  
(Draft only coversheets)

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|  |
|--|
| <p style="text-align: center;"><b>California Air Resources Board (CARB)</b><br/><b>Community Air Grants</b><br/><b>DRAFT GRANT AGREEMENT</b></p> |
|--|

**Grant Provisions:**

This Grant Award provides funding for activities that assist the Grantee in their participation in the implementation of Assembly Bill 617 (AB 617) (C. Garcia, Chapter 136, Statutes of 2017).

The Grantee agrees to comply with the requirements and conditions contained herein, the 2018-2019 Community Air Grant Guidelines (Guidelines), as well as all commitments identified in the Grantee Application.

**A. Grant Summary:**

**Project Title:** \_\_\_\_\_

**Total CARB Grant Amount:** \$ \_\_\_\_\_

**B. Grant Agreement Parties and Contact Information:**

1. This Grant is from the California Air Resources Board (CARB or Board) to:  
(Name of Grantee) \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: California Air Resources Board

1001 I Street

Sacramento, CA 95814

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**C. Time Period:**

1. Performance of work or other expenses billable to CARB under this Grant shall only commence after full execution of this Grant Agreement by the parties. Performance on this Grant ends once Grantee has submitted the Final Report or if this Grant is terminated, whichever is earlier.
2. The project must be completed no later than **XX**.
3. A draft Final Report must be received by CARB no later than 30 days after project completion or **XX**, whichever is earlier.
4. A Final Report must be received by CARB within 90 days after project completion or **XX**, whichever is earlier.
5. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if after 18 months from execution of the Grant, 60 percent of project funding has not been expended by Grantee.
6. Grant Disbursement requests must be submitted by the Grantee to CARB no later than **XX** to ensure adequate time for processing prior to the end of the fiscal year.
7. Funds not liquidated by **XX** must be returned to CARB by **XX**.

**D. Scope of Work, Timeline, and Project Budget:**

This section defines the respective scope of work, duties, and requirements of CARB and Grantee in administering the Project.

1. CARB is responsible for the following:
  - i. Participating in regular meetings with Grantee to discuss project

- refinements, performance, and guide the implementation of the project.
  - ii. Review and approve Project outreach and education elements provided by Grantee, such as outreach and education materials, webpage, initial participant survey, reports, and final report.
  - iii. Review and approve all Grant Disbursement Request Forms and distribute funds to Grantee.
  - iv. Review and approve all Advance Payment requests and distribute funds to Grantee.
  - v. Provide project oversight (in conjunction with Grantee).
2. Grantee's responsibilities include, but are not limited to, project development, outreach and education and/or data collection, storage, transmittal requirements per CARBs Blueprint, as applicable, project implementation, and project reporting, as described in the attached Scope of Work, Timeline/Milestones, Budget, and this Grant Agreement. Additional details and requirements are outlined in the Grantee's Application, (Exhibit C).
- i. Scope of Work and Technical Work Plan (if applicable), Exhibit C.1
  - ii. Timeline/Milestones, Exhibit C.2
  - iii. Budget, Exhibit C.3
3. Grantee's key project personnel will participate in an initial meeting ("Kick-off meeting") with designated CARB staff after execution of the Grant agreement. The purpose of the initial 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. Grantee's key project personnel will also participate in meetings to discuss progress to be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Such meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

## **E. Reporting:**

### **1. Quarterly and Annual Reports:**

After full grant execution, Grantee must submit three quarterly reports per project year to CARB beginning at the end of first calendar quarter of 2019 (November 15-March 31; April 1-June 30; July 1-September 30) and continue for these three quarters through the end of the grant term, or until all funds have been liquidated. The quarterly report covering November 15-March 31 is due April 15; the quarterly report covering April 1-June 30 is due July 15; and the quarterly report covering July 1-September 30 is due October 15. Grantee must also submit one annual report per project year to CARB beginning on December 1, 2019, covering January 1-November 14, and continue annually (every December 1) through the end of the grant term or until all funds have been liquidated.

Reports must be submitted electronically to CARB Community Air Grant Program at [AirGrants@arb.ca.gov](mailto:AirGrants@arb.ca.gov), and at a minimum, must include the items below, and use the Air Grants Reporting Template Form, provided by CARB:

- i. Report number, Project title, name of Grantee, date of submission, and grant number;
- ii. Overall percentage of work completed for reporting period.
- iii. Report costs associated with specific project tasks or activities. Examples of appropriate costs include but are not limited to the following: meeting facilitation and travel; hiring technical experts or consultants; conducting community needs assessments as it relates to AB 617; identifying sources of emissions in communities; identifying and siting locations for monitoring; deploying community based monitoring systems; data analysis; staff training; developing air quality communication programs; attending CARB/air district meetings or other AB 617 implementation meetings or efforts; meeting facilitation; community tours in support of AB 617 activities; hardware for community-run monitoring systems; hiring specialized staff; hiring technical experts or consultants; planning/design of systems or components of projects.
- iv. Report how grant is being utilized to meet the goals of Assembly Bill 617;
- v. Report how project meets criteria for providing direct, meaningful, and assured benefits, while also addressing a community need. For annual report due December 1, Grantee must also complete the California Climate Investment Program's evaluation form "Priority Population Benefit Criteria Table for Technical Assistance and Capacity Building" (CCI Form), dated February 2019 or any subsequent edition, located at:  
<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>
- vi. Summary of work completed and in progress since the last progress report;
- vii. Grant funds remaining and expended; and
- viii. Expenditure summary showing all Community Air Grant funds for which reimbursement was requested since last report.
- ix. Any challenges or barriers encountered in the implementation of the project.

## 2. Final Report:

Grantee must submit a Final Report to CARB by, or before, March 30, 2022 or upon request for disbursement of all remaining funds, whichever is earlier. At a minimum, the Final Report must include all required information contained in the annual and bi-annual reports, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

**F. Fiscal Administration:**

**1. Advance Payment:**

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems. Grantee acknowledges that CARB is in the process of promulgating additional Advance Payment regulations. Grantee agrees that this Agreement may be reopened and modified to comply with those regulations once finalized, as appropriate.

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

- i. The advance payments are necessary to meet the purposes of the grant project.
- ii. The use of the advance funds is adequately regulated by grant or budgetary controls.
- iii. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- iv. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - a. 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.
  - b. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
  - c. Submits a spending plan to CARB for review prior to receiving the advance payment.
  - d. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
  - e. CARB shall consider the available fund balance when determining the amount of the advance payment.
  - f. Reports to CARB any material changes to the spending plan within 30 days.
  - g. Agrees to not provide advance payment to any other entity.
- v. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall



- provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- vi. 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.
  - vii. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
  - viii. The grantee assumes legal and financial risk of the advance payment.
  - ix. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.
  - x. 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 \_\_\_ Reporting of this grant agreement (also see Section \_\_\_ of this grant agreement).
  - xi. 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 on \_\_\_\_\_ or the reversion date of the appropriation.

## **2. Advance Payment Requests:**

- i. CARB will advance payment from the total Grant award after the Grantee submits the following to CARB:
  - a. A fully executed Grant Agreement; and
  - b. Advance Payment Request Form (Provided by CARB).
  - c. The Grantee must mail completed Advance Payment Request Form(s) to the CARB Community Air Grant Program Project Liaison.
  - d. Advance grant payments are subject to CARB's approval of the Advance Payment Request Form.
- ii. Along with Advance Payment Request Form, Grantee must also mail Grant Disbursement Request Form to the CARB Project Liaison with original signature. Grantee may also email Grant Disbursement Requests to the Air Grants Program to assist timely review, but final approval requires CARB receipt and approval of mailed documentation with original signature.
- iii. Quarterly and Annual reports must substantiate Grant costs incurred as discussed in Reporting Section E for which Advance Pay was utilized, and may include, but is not limited to: receipts, invoices, timesheets.

**3. Grant Disbursements:**

- i. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:
  - a. A fully executed Grant Agreement; and
  - b. Grant Disbursement Request Form(s) (Provided by CARB). The Grantee must include disbursement justification that documents expenditures or planned near-term expenditures, as discussed in Reporting Section E, for which disbursement was utilized.
  - c. The Grantee must mail completed Grant Disbursement Request Form(s) to the CARB Community Air Grant Program Project Liaison.
  - d. Grant payments are subject to CARB's approval of the Grant Disbursement Request Form.
- ii. No reimbursement will be made for expenses that, in the judgment of CARB are not consistent with the Grant Agreement, do not comply with the Grant Agreement, or have occurred prior to the execution of this Grant Agreement.
- iii. The maximum amount of this Grant is **\$(grant amount)**\_\_\_\_\_. Under no circumstance will CARB advance or reimburse the Grantee for more than this amount.
- iv. The Budget for this grant is shown in **Exhibit C.3**.
- v. Grant payments shall be made only for reasonable costs incurred by Grantee and must be consistent with the scope of work and budget submitted in response to the solicitation Guidelines.
- vi. Requests for payments are subject to CARB's approval of the Grant Disbursement Request Form.
- vii. Grant Disbursement Request Forms must have verifiable supporting documentation of expenses incurred as approved by CARB. Supporting documentation must be attached to the Grant Disbursement Request Form. The Grantee must include disbursement justification that documents expenditures, as discussed in Reporting, Section E, for which disbursement was utilized and may include, but is not limited to: receipts, invoices, timesheets.
- viii. Grantee must mail Grant Disbursement Request Form to the CARB Project Liaison with original signature. Grantee may also email Grant Disbursement Requests to the Air Grants Program to assist timely review, but final approval requires CARB receipt and approval of mailed documentation with original signature.
- ix. Suspension of Payments and Early Grant Termination:
  - a. CARB reserves the right to issue a Grant Suspension Order in the event that a dispute should arise. If issued, a Grant Suspension

Order will be in effect until the dispute has been resolved or the Grant has been terminated.

- b. If Grantee chooses to continue work on the project after a Grant Suspension Order, Grantee will not be reimbursed for any expenditure incurred during the suspension if CARB terminates the Grant.
- c. If CARB rescinds the Grant Suspension Order and does not terminate the Grant, CARB will reimburse Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the Grant.
- d. CARB reserves the right to terminate this Grant upon 30 days written notice to Grantee. Upon grant termination, all remaining funds must be immediately returned to CARB.

#### 4. Eligible Costs:

Administrative and project costs will be reimbursable with Community Air Grant funds.

- i. Administrative funds used for this project may not exceed twenty (20) percent of the awarded Air Grant funds. Administrative funds include, but are not limited to: operating costs (including rent, supplies, and equipment), indirect costs (distributed and general administrative services, office space, rent, and telephone services), overhead, records retention, , printing and mailing services not associated with staff working on the project, or any other costs that are not directly and fully incurred to support the grant.
- ii. Project costs will be fully reimbursable with Air Grant funds. Project costs are defined as costs directly tied to the implementation of the grant, consistent with the scope of work and budget submitted in response to the solicitation Guidelines. This includes: all components of project implementation, personnel costs and fringe benefits, travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR), outreach and education, supplies, research and data analysis, program evaluation, required reporting, external consultants (if pre-approved by CARB), third-party contracts for direct support, information technology related to project implementation, costs associated with equipment and infrastructure that is used directly for the purposes of the project, air monitoring equipment and technology, data collection and analyses costs, hardware/software costs to support monitoring systems. This includes the direct maintenance of these components, if required by the project.
- iii. Travel reimbursements must adhere to the State rates and conditions established on the CalHR website (for hotel and meal rates, see: [www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx)).

**G. Earned Interest:**

“Earned interest” means any interest generated from grant funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Grant funds into the project for which the grant was awarded.

1. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:
  - i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs; and
2. Such funds must be fully liquidated or returned to CARB by completion of the program or by March 30, 2022, whichever comes first. Grantee shall report all such funds to CARB annually until complete liquidation or return of funds or March 30, 2022, whichever comes first.
3. Documentation of expenditures made on those funds or returned to CARB must be retained for a minimum of three years after it is generated.

**H. General Terms and Conditions:**

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB.
3. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

4. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
5. **California Environmental Quality Act:** The Grantee shall not install or site monitoring equipment in a location that will result in impacts to scenic highways, historic resources, or other sensitive natural environments, or on a site listed pursuant to Government Code 65962.5, or that will have a cumulative effect to the environment.
6. **Land Entitlements:** If the project requires access to property, and a party other than the Grantee owns that property, the Grantee is responsible for and assumes risk for obtaining access for the property and any required leases, easements, encroachment permits, or local permits for the project.
7. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
8. **Computer software and licenses:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **Confidentiality:** No record which has been designated as confidential by CARB shall be disclosed by the Grantee. If CARB opts to maintain the confidentiality of a document, and the entity requesting the records seeks a judicial ruling challenging that determination, CARB will defend the action at its own expense, including any requirement to pay attorney fees and court costs.
10. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
11. **Data collection and methods (only applicable to Grants with a monitoring component):**
  - i. Any air monitoring data collection methods, analytical methods, results or, reporting mechanisms obtained through Community Air Grant funding shall not be proprietary in nature, and shall serve the communities from where they were obtained, and/or other communities air basin-wide and/or statewide. These data shall be made publically available, and shall be available to CARB upon request.
  - ii. Projects that propose a community air monitoring component must adhere to the guidance as outlined in Appendix E of CARB's Blueprint document.
  - iii. Air Grantees are encouraged to leverage CARB's Community Air Quality Viewer (AQ-View). AQ-View is currently being developed as the statewide air quality data portal for the network of communities supported by California Assembly Bill 617 (AB 617). Regulatory monitoring data will also be available through AQ-View to provide the public a comprehensive view of statewide air quality monitoring. AQ-View can provide a means for Air Grantees to publically display continuous air quality monitoring data in real-time as an overlay on a state map layer and also provide the

ability to display graphs of historical data as time-series plots. The system will also allow Air Grantees to persist their air quality data in a CARB-supported database. This will enable Air Grantees the ability to visualize and share data without the need to use grant funds on the development of their own data visualization and data storage solutions.

CARB currently maintains the companion web-based portal named the Air Quality and Meteorological Information System (AQMIS). AQMIS primarily hosts data from regulatory sites belonging to the various state air quality management districts. The intent of AQ-View is to expand the domain of data providers to include community-based air quality monitoring by supporting programs of data collection, sharing and visualization for the community level as well as the district level.

If a grantee wishes to provide data to CARB's AQ-View web portal, CARB will provide guidance including: procedures for creation of an AQ-View account and registration of air quality monitoring sites and associated monitors, information on the required device communication protocols, access to AQ-View's Application Programming Interface (API), and information on the required data exchange formats that AQ-View uses to ingest the real-time data.

The use of a common data portal (AQ-View) will help promote participation and cohesiveness among the various communities by providing unified data visualization experience for air quality data across the State. Grantee participation with AQ-View will enable the Air Grantee communities to use their grant funding more effectively, and will also enhance CARB's ability to provide a meaningful, high quality data portal to the public.

12. **Disputes:** Notwithstanding paragraph F(3)(ix) of this Grant Agreement, the Grantee shall continue with the responsibilities under this Grant Agreement during any dispute with CARB. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
13. **Environmental Justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including people of color, indigenous, and low-income populations of the State.
14. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.

15. **Force majeure:** Neither CARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
16. **Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
17. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work under this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
18. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant.
19. **Independent contractor:** The Grantee, and its agents and employees, if any, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
20. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, sexual orientation, medical condition, (including HIV and AIDS) marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

21. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
22. **Ownership:** All information, data, documents, intellectual property, including, but not limited to, webpages received or generated by the Grantee under this Grant is the property of CARB. No information, data, documents, intellectual property received or generated under this Grant may be released without CARB's approval.
23. **Personally Identifiable Information (PII):** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee must safeguard all such information or data which comes into their possession under this agreement in perpetuity, and must not release or publish any such information, data, or financing assistance records.
24. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
25. **Professionals:** For programs involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
26. **Promotion:** CARB may use any photographs, media, or information gathered or reported from or by the Grantee (except PII described in above), under the Community Air Grants program, in order to promote this program, through CARB's website or other media.
27. **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.
28. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met.
29. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
30. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall complete the expenditure of funds to implement the terms of this Grant Agreement and participate in AB 617 in an expeditious manner.
31. **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.

**I. Insurance Requirements:**

Grantee must comply with all requirements outlined in this Grant Agreement and the Insurance Requirements outlined in this section. No payments will be made under this grant until Grantee fully complies with all insurance requirements.

1. Grant Insurance Requirements – Grantee shall display evidence of the following on a certificate of insurance evidencing the following coverages:
  - i. Commercial General Liability – Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. 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. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the grant.
  - ii. Automobile Liability – Grantee shall maintain business automobile liability insurance as broad as Form CA0001 for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of owned, hired and non-owned vehicles. The policy must name the State of California, its officers, agents, and employees as additional insured.
  - iii. Workers Compensation and Employers Liability – Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen’s and Harbor Workers’ Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this Grant Agreement, Grantee acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.
  
2. General Provisions Applying to All Policies:
  - i. Coverage Term – Coverage needs to be in force for the complete term of the Grant. If insurance expires during the term of the grant or is terminated for any reason, a new certificate must be received by the State at least ten (10) days prior to the expiration or termination of this insurance. Any new insurance must comply with the original or

- prevailing Grant terms should this Grant Agreement be amended or modified for any reason.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – 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 Grantee agrees no work or services will be performed prior to obtaining such approval. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.
  - iii. Premiums, Assessments and Deductibles – Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within its insurance program.
  - iv. Primary Clause – Any required insurance contained in this Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - v. Insurance Carrier Required Rating – All insurance companies satisfying the insurance requirements of this Grant Agreement must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
  - vii. Inadequate Insurance – Inadequate insurance coverage that does not comply with the terms of this Grant Agreement or lack of insurance does not negate Grantee’s obligations under the Grant.
  - viii. Satisfying an SIR — All insurance required by this Grant Agreement must allow the State to pay and/or act as the Grantee’s/ subcontractors agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Grantee’s/ subcontractors agent in satisfying any SIR is at the State’s discretion.
  - ix. Available Coverages/Limits — All coverage and limits available to the Grantee / subcontractor shall also be available and applicable to the State.
  - x. Use of Contractor — In the case of Grantee’s utilization of Contractor to complete the Grant Scope of Work, Grantee shall include all Contractors as insured’s under Grantee’s insurance or supply evidence of Contractor insurance to the State equal to policies, coverages, and limits required of Grantee.

**J. Project Records:**

1. Project records include, but are not limited to, Grantee and financial records. All project records must be retained for a period of three (3) years after final payment under this Grant. All project records are subject to audit pursuant to this Grant Agreement. Upon completion of the third year of record retention, Grantee must deliver all project records to CARB.
2. Grantee Record—Grantee shall retain a file containing:
  - i. Original executed copy of the Grant Agreement and Grant Agreement Amendments, if applicable.
  - ii. Copies of Grant Disbursement Request Forms and supporting documentation that have been submitted.
3. Financial Records—Grantee must:
  - i. Maintain project accounts in accordance with generally accepted accounting principles.
  - ii. Establish an official project file, which shall adequately document all significant actions relative to the project.
  - iii. Establish an accounting system, which will adequately depict detailed and final total fund expenditures of project, including both direct and indirect costs.
  - iv. Document interest earned on project grant funds, and their expenditure or return to CARB.
  - v. Documentation of Grantee fund expenditures:
    - a. All fund expenditures must be documented.
    - b. Personnel costs 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 administration and outreach.
    - c. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultants and fees must be pre-approved by CARB.
    - d. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices.
    - e. Indirect costs methodology must be documented.

**K. California Climate Investments Logo:**

1. All outreach and education materials, such as fact sheets, infographics, multimedia tools such as videos, and websites must display the California Climate Investments logo. 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. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from CARB's

Community Air Grants program whenever projects funded, in whole or in part by this Grant Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program. Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: [www.caclimateinvestments.ca.gov/logo-graphics-request](http://www.caclimateinvestments.ca.gov/logo-graphics-request)



# Attachment A

(Draft only coversheets)

DRAFT

## **FY 2018-19 Community Air Grants Attachment A** **California Environmental Quality Act (CEQA) documentation** **for both Educational and Technical type projects:**

CARB believes that projects funded under this program are likely to be exempt from CEQA. To confirm that, and to ensure that all CEQA requirements are met as needed, CARB needs some specific information on the proposed project.

First, please confirm whether the proposed project includes construction, air monitoring, or installation of equipment at all, OR if it is purely educational or outreach based. Please inform CARB of this in writing as part of your response to this Attachment. No further CEQA process is necessary after you have provided notification that the proposed project is purely educational or outreach based.

However, if your project involves some construction, air monitoring, and/or equipment installation, please supply the following information in your application:

- Please provide a detailed description of all the infrastructure or equipment you intend to build or install and where that equipment will be placed. If the final location is not yet known, identify all possible locations or the general type of locations at which installations could occur. Please provide as much detail as possible, such as city, street address, and the specific location in or on a particular property, etc. As you prepare this information:
  - Please provide a detailed description of the equipment to be used, if any, and how the equipment will be installed.
  - Please specify if any ground disturbance will occur, and, if so, please describe the extent of the disturbance.
  - Please describe whether the project site already has buildings on it, or other forms of human-built disturbance (e.g., is it pristine or not)?
  - Please provide a description of the size and extent of any other required construction, such as trenching, electrical installation or wiring, infrastructure installation, paving, or grading.
- Confirm whether there are any plans or permits required for the project, such as an air quality permit, conditional use permit, encroachment permit, building expansion permit, etc., and list those required permits.

**Below is a fill-in the blanks template for a sample response to the list of information requested above that can be used (\*NOTE: Please ensure you have also reviewed the list of needed information above, and ensure you've included all needed information in your response\*):**

**[Your Group's Name]** will use community air grants to **[Describe the general nature of the project]**. The project will place **[describe equipment]** at **[list locations or type of locations]**. The construction work will involve **[describe construction activities, including ground disturbance, if any, that will occur]**. The construction locations are **[describe the degree of existing disturbance/use at those locations – e.g., are they pristine or already disturbed/in use]**. After construction, the sites will be **[describe any change to sites –e.g., largely unchanged except for adding monitoring equipment, etc.]** The following permits will be required/obtained **[describe permits and any other environmental conditions that will apply]**.

**As a further reference, below is a sample completed response to the list of information requested above that would assist CARB in analyzing a proposed project under CEQA:**

Committee for Clean Air (CCA) will use community air grants to maintain and further expand a particulate matter monitoring program (WRV Air Monitoring Network), in the Western Redrock Valley. CCA will calibrate, select site location, and deploy 15 Dylos C1700 monitors,(approximately 125 x 90 x 185 mm. and weighing around 16 oz.), or similar hardware, pursuant to a technical work plan, at various locations along Redrock Alley, Redrock Square, and at various locations at Redrock Elementary School located at 1001 Redrock Lane. After deployment of monitors, CCA will process, analyze and disseminate data from the monitors. Monitors will be installed on land that is previously disturbed at existing buildings such as residences, schools, or public or private facilities. CCA may be required to obtain encroachment permits where monitors and sensors will be co-located for collaboration and calibration. Monitor data will be relayed, wirelessly through cellular technology, to an existing on-line data visualization network for public viewing presented on the WRV Air Monitoring Network and also submitted to CARB.

The Dylos monitors (or similar hardware) are small devices installed or mounted on walls, panels or poles. Installation of the devices does not involve any construction, trenching or ground disturbing activities. Monitors will be installed at existing buildings such as residences, schools, or public or private facilities. The proposed deployment does not expand the existing use of or modify the structures in any way. Where there is no position that meets EPA and CARB siting guidelines, the installation will require a 5-foot aluminum pole to be placed in an appropriate location. Installation of this aluminum pole requires a minimal addition of four screws to the hosting site, which would attach either to an existing structure or pavement.

# Attachment B

(Draft only coversheets)

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# FY 2018-19 Community Air Grants Attachment B

## Technical Work Plans

In addition to the Scope of Work, applicants that propose a Technical Project will be required to submit a technical work plan. Applicants must follow one of the examples below, depending on their project. Please complete either option I or option II.

### **I. Work plan for Technical type projects proposing a community-led air-monitoring component:**

Applicants proposing an Air Grant project with a community-led air monitoring component<sup>1</sup> will be required to prepare an initial air monitoring technical work plan to provide information on how the proposed project will address community air pollution concerns. The work plan must be submitted as part of the application, and will consist of a modified version of the first five elements of Appendix E of CARB's Community Air Protection Blueprint Guidance\* (outlined below). Awarded projects will be required to complete the additional nine elements (14 in total) prior to the implementation of any community-led monitoring.

The work plan shall address the first Five Elements for Air Grant projects:

- 1) Community support and participation
  - a. Details partnerships, support, and level of community involvement in proposed monitoring project.
  - b. Identifies project contact person to address questions on the monitoring plan.
- 2) State the community-specific purpose for monitoring
  - a. Identifies the community-specific air monitoring need(s).
  - b. Provides background information on how the need was discovered.
  - c. Documents, to the extent possible, relevant to the information from previous, ongoing, and proposed air monitoring (regulatory, research, or other) and identifies gaps that this community-led air monitoring proposes to address.
  - d. Explores alternative approaches to investigating and addressing the air quality monitoring need(s).
- 3) Identify the scope of actions
  - a. Defines actions that the air monitoring aims to support.

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<sup>1</sup> This includes any type of proposed air monitoring or sensing project, including those projects using low-cost or handheld sensors for educational components of their project in a school or community setting. Developing a plan will help define the overall objectives and process of your project as it relates to any data collection, analysis, and results communication; and can enhance the educational value by enforcing the scientific method. The five elements should be tailored to your specific educational goals and should support curriculum development.

- 4) Define air monitoring objectives
  - a. States objectives the air monitoring objective(s) that will address the stated community-specific purpose for monitoring.
  - b. Outlines pollutants, preliminary methods, technologies, and/or instrumentation, and air monitoring areas and frequency.
  - c. Specifies the community air monitoring draft design:
    - i. Types of data needed.
    - ii. Measurements to be made.
    - iii. Duration of monitoring.
  - d. Defines other information necessary to address objective(s) such as:
    - i. Supporting measurements (e.g. meteorology)
    - ii. Data sources to be accessed and used.
  - e. Includes reference information and materials (e.g. maps, diagrams, previous studies, regulatory information / threshold levels).
- 5) Establish roles and responsibilities
  - a. Identifies all parties responsible for major aspects or phases of air monitoring (includes contractors).
  - b. Includes letters of commitment for projects that propose collaborating with or utilizing district resources on the proposed monitoring project (e.g. Air Districts, co-location of hardware, technical support).

**II. Work plan for other Technical type projects not proposing a community-led air-monitoring component:**

Applicants proposing other Technical type Air Grant projects that do not include an air monitoring component (e.g. study, assessment, analysis) will be required to prepare a technical work plan to provide information on how the proposed project will address community air pollution concerns and support community participation in the implementation of AB 617, by addressing the following:

- 1) Community support and participation
  - a. Details partnerships, support, and level of community involvement in the proposed study, assessment, or analysis
  - b. Identifies project contact person to address questions on the study, assessment, or analysis
- 2) Identify the scope of actions of the study, assessment, or analysis
- 3) Define objectives of the study, assessment, or analysis
- 4) Establish roles and responsibilities

- a. Identifies all parties responsible for major aspects or phases of the study, assessment, or analysis (includes contractors).
- b. Includes letters of commitment for projects that propose collaborating with or utilizing district resources on the proposed project (e.g. Air Districts, technical support).

\*CARB Community Air Protection Blueprint:

<https://ww2.arb.ca.gov/index.php/our-work/programs/community-air-protection-program/community-air-protection-blueprint>

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# **Exhibit A: Budget Template**

(Draft only coversheets)

**California Air Resources Board (CARB)  
FY 18-19 Community Air Grants  
Budget Template**

| <b>Organization</b>  | <input style="width:100%;" type="text"/>                       |   |   |  |   |   |   |
|--|--|---|---|--|---|---|---|
| <b>Project Name</b>  | <input style="width:100%;" type="text"/>                       |   |   |  |   |   |   |
| <b>Date</b>  | <input style="width:100%;" type="text"/>                       |   |   |  |   |   |   |
| Description  | Rates  | Units                                   | Total Hours                             | Cumulative Budget  | Year 1                                  | Year 2                                  | Year 3                                  |
| <b>I. PROJECT COSTS</b>  |  |   |   |  |   |   |   |
| <b>A. Personnel Costs</b>  |  |   |   |  |   |   |   |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <b>Employee Benefits</b>   | Rate: <input style="width:50%;" type="text" value="20.0000%"/> |   |   | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <b>Subtotal Personnel Costs</b>  |  |   |   | 0  | 0                                       | 0                                       | 0                                       |
| <b>B. Services and Supplies</b>  |  |   |   |  |   |   |   |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | 0  | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | 0  | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | 0  | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | 0  | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <b>Subtotal Services and Supplies</b>  |  |   |   | 0  | 0                                       | 0                                       | 0                                       |
| <b>C. Equipment</b>  |  |   |   |  |   |   |   |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | 0  | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <b>Subtotal Equipment</b>  |  |   |   | 0  | 0                                       | 0                                       | 0                                       |
| <b>D. Subcontractors and other expenses not subject to administrative cost</b> |  |   |   |  |   |   |   |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <input style="width:100%;" type="text"/>                                       | <input style="width:20%;" type="text"/>                        | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | 0  | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> | <input style="width:20%;" type="text"/> |
| <b>Subtotal Subcontractors and Other</b>                                       |  |   |   | 0  | 0                                       | 0                                       | 0                                       |
| <b>Subtotal Project Costs</b>  |  |   |   | 0  | 0                                       | 0                                       | 0                                       |
| <b>II. ADMINISTRATIVE COSTS</b>  |  |   |   |  |   |   |   |
| Administrative Cost Rate   |  |   |   | Rate: <input style="width:50%;" type="text" value="10.0000%"/> |   |   |   |
| Administrative Costs (Sum of A+B times rate)                                   |  |   |   | 0  | 0                                       | 0                                       | 0                                       |
| <b>Total</b>   |  |   |   | 0  | 0                                       | 0                                       | 0                                       |

**Exhibit D:**  
**Standard Payee Data Form 204**  
(Draft only coversheets)



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

|          |   |
|----------|---|
| <b>1</b> | <p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>  |
| <b>2</b> | <p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>  |
| <b>3</b> | <p>Check only <b>one</b> box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide <b>one</b> of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>   |
| <b>4</b> | <p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:<br/>         Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a><br/>         For hearing impaired with TDD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p> |
| <b>5</b> | Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.  |
| <b>6</b> | This section must be completed by the state agency requesting the STD 204.  |

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.