




air pollution control district
SANTA BARBARA COUNTY

Agenda Item: D-13
Agenda Date: June 25, 2026
Agenda Placement: Admin
Estimated Time: N/A
Continued Item: No

Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Kaitlin McNally, Compliance Division Manager, (805) 979-8298

SUBJECT: Continued Participation in the California Air Resources Board's Prescribed Burn Grant Programs

RECOMMENDATION:

Consider recommendations as follows:

1. Adopt the attached Resolution authorizing the Santa Barbara County Air Pollution Control District's (District) continued participation in the California Air Resources Board's (CARB) Prescribed Burn Grant Programs and delegate authority to the Air Pollution Control Officer to sign future grant agreements with CARB for the Prescribed Burn Grant Programs, for an amount not to exceed \$200,000 per year, per grant, subject to review by Auditor Controller, District Counsel and Risk Management; and
2. Approve, ratify, and authorize the Air Pollution Control Officer's signing of the following:
 - a. Amendment 4 to the Prescribed Burn Reporting and Monitoring Support Program grant (CARB grant number G21-PBRM-27), which increases the grant amount by \$110,000 from a total of \$321,700 to \$431,700, extends the grant term to June 30, 2028, and makes other revisions to the grant terms and conditions.

BACKGROUND:

California Senate Bill (SB) 1260 was enacted in September 2018 and required CARB, in coordination with local air pollution control districts, to develop and fund an enhanced prescribed burn program including air quality and smoke monitoring and a public awareness campaign. Prescribed burning is the planned application of fire to vegetation to achieve specific objectives (e.g. safety, land management, or resource management), and the main goal of prescribed burns is to reduce the risk and impacts of

wildfires. In order to fulfill the requirements of SB 1260, CARB entered into grant agreements with local air pollution control districts throughout the state starting in 2019.

District Board Resolution 19-12 was approved in June 2019 and authorized the District to enter into the Prescribed Burn Reporting and Monitoring Support Program Grant agreement with an initial funding level of \$25,000 and the Prescribed Burn Air Monitoring Equipment Cache Storage Program Grant agreement with an initial funding level of \$30,000.

District Board Resolution 20-07 was approved in June 2020 and authorized the District's continued participation in the CARB's Prescribed Burn Grant Programs, and delegated authority to the Air Pollution Control Officer to sign future grant agreements with CARB for the Prescribed Burn Grant Programs, for an amount not to exceed \$100,000 per year, per grant, subject to review by Auditor Controller, District Counsel and Risk Management.

DISCUSSION:

The District has successfully implemented the CARB Prescribed Burn Grant Programs since Fiscal Year 2019-20. Since that time, the District has entered into seven agreements for the Prescribed Burn Reporting and Monitoring Support Program grant. This grant funding has been used to cover the District's administrative work to implement a robust smoke management program.

Because the Prescribed Burn Grant Programs are designed to help California achieve its long-term goals related to prescribed fires and minimizing the risks and health impacts related to wildfires, we expect that these grants will continue to be extended, that additional funding will be identified in future years, or that new grants offers will be made. In making the recommended actions, your Board will position the District to take in additional funds that will support the District's work to manage prescribed fires in a way that minimizes smoke and health impacts to the surrounding community.

To meet CARB's deadline and ensure funds were encumbered for the District within this fiscal year, the District signed the grant cover sheet for the Prescribed Burn Reporting and Monitoring Support Program grant for an additional \$110,000 on June 12, 2026. It is requested that your Board rectify this by ratifying the grant agreement.

FISCAL IMPACT:

The revenue and expenditures related to the Prescribed Burn Reporting and Monitoring Support Program grant are included in the District's proposed final budget for Fiscal Year 2026-27.

ATTACHMENT:

- A. Board Resolution, with attachment:
 - Amendment 4 to the Prescribed Burn Air Monitoring Program grant (CARB grant number G21-PBRM-27).

ATTACHMENT A

Resolution, with Attachments

June 25, 2026

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

1011 West McCoy Lane
Santa Maria, California 93455

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT**

IN THE MATTER OF CONTINUED
PARTICIPATION IN THE CALIFORNIA
AIR RESOURCES BOARD'S
PRESCRIBED BURN GRANT PROGRAMS

APCD RESOLUTION NO. _____

RECITALS

WHEREAS, the Santa Barbara County Air Pollution Control District (District)'s mission is to protect the people and the environment of Santa Barbara County from the effects of air pollution; and

WHEREAS, pursuant to California Senate Bill (SB) 1260 enacted in September 2018, and in the interest of public health and safety, agencies within the State of California are actively collaborating to develop an effective prescribed burning program; and

WHEREAS, prescribed burning is the planned application of fire to vegetation to achieve any specific objective on lands selected in advance of that application; and

WHEREAS, prescribed burns emit smoke which contains reactive organic compounds, nitrogen oxides, particulate matter, greenhouse gases including short-lived climate pollutants such as black carbon, and other pollutants; and

WHEREAS, the smoke from prescribed burning can be minimized, monitored, and managed so that the air quality and health impacts are greatly reduced as compared to wildfires; and

WHEREAS, by reducing the threat of wildfires and better managing the conditions under which fuel is burned, prescribed burning can have significant air quality and public health benefits; and

WHEREAS, District Board Resolution 19-13 approved the District's initial participation in and acceptance of funds in the amount of \$25,000 for the California Air Resources Board's

APCD RESOLUTION IN THE MATTER OF CONTINUED PARTICIPATION
IN THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN
GRANT PROGRAMS

(CARB) Prescribed Burn Reporting and Monitoring Support Program, and the District utilized those funds to successfully implement a smoke management program for prescribed burn activities that includes reporting of prescribed fire activity in our region, air monitoring of prescribed fires, and public outreach regarding prescribed fires; and

WHEREAS, District Board Resolution 19-12 approved the District's initial participation in and acceptance of funds in the amount of \$30,000 for CARB's Prescribed Burn Air Monitoring Equipment Cache Storage Program, and the District utilized those funds to successfully maintain a regional cache of portable particulate monitoring equipment, and related testing and calibration equipment, at a strategic location so that agencies may access the equipment for the purposes of monitoring air quality conditions during prescribed burn activities; and

WHEREAS, District Board Resolution 20-07 approved the District's continued participation in the Prescribed Burn Grant Programs and delegated authority to the Air Pollution Control Officer to sign future grant agreements with CARB for the Prescribed Burn Grant Programs, for an amount not to exceed \$100,000 per year, per grant, and the District has been utilizing those funds to successfully implement a smoke management program for prescribed burn activities that includes reporting of prescribed fire activity in our region, air monitoring of prescribed fires, and public outreach regarding prescribed fires; and

WHEREAS, the District has successfully implemented the CARB Prescribed Burn Grant Programs since Fiscal Year 2019-20 and since that time, the District has entered into seven agreements for the Prescribed Burn Reporting and Monitoring Support Program grant; and

WHEREAS, additional funds may be made available for these grant programs in future years; and

WHEREAS, the District is not required to provide matching funds for these grant programs, and the grant program funds are intended to cover the District's administrative work and implementation costs; and

WHEREAS, funding for these grant programs is included in the Proposed Final District Budget for Fiscal Year 2026-2027.

APCD RESOLUTION IN THE MATTER OF CONTINUED PARTICIPATION
IN THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN
GRANT PROGRAMS

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The District Board hereby approves the District's continued participation in the California Air Resources Board's (CARB) Prescribed Burn Grant Programs.
2. The District Board hereby delegates authority to the Air Pollution Control Officer to sign future grant agreements with CARB for the Prescribed Burn Grant Programs, for an amount not to exceed \$200,000 per year, per grant, subject to review by Auditor Controller, District Counsel and Risk Management, and to sign all other necessary documents to implement and carry out the purposes of this resolution.
3. The District Board hereby approves, ratifies, and authorizes the Air Pollution Control Officer to sign the following:
 - a. Amendment 4 to the Prescribed Burn Reporting and Monitoring Support Program grant (CARB grant number G21-PBRM-27), which increases the grant amount by \$110,000 from a total of \$321,700 to \$431,700, extends the grant term to June 30, 2028, and makes other revisions to the grant terms and conditions. The grant terms and conditions are included as Attachment 1 to this resolution.

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APCD RESOLUTION IN THE MATTER OF CONTINUED PARTICIPATION
IN THE CALIFORNIA AIR RESOURCES BOARD'S PRESCRIBED BURN
GRANT PROGRAMS

PASSED, APPROVED AND ADOPTED by the Air Pollution Control District Board of
the Santa Barbara County, State of California, this 25 day of June, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT

ATTEST:

AERON ARLIN GENET
CLERK OF THE BOARD


By _____
Deputy

By _____
Chair

Date _____


APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By  _____
Jennifer Richardson (Jun 16, 2026 08:21:20 PDT)
Deputy


APPROVED AS TO FORM:

MARISA KAHN
RISK MANAGER

By  _____
Marisa Kahn (Jun 15, 2026 19:39:29 PDT)
Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By  _____
Deputy

Amendment 4 to the Prescribed Burn Reporting and
Monitoring Support Program grant
(CARB grant number G21-PBRM-27)

June 25, 2026

Santa Barbara County Air Pollution Control District
Board of Directors

260 San Antonio Road, Suite A
Santa Barbara, California 93110

1011 West McCoy Lane
Santa Maria, California 93455

1. Grant Agreement Cover Sheet - Amendment

Grant Number and Amendment Number: G21-PBRM-27-4	
Name of Grant Program: Prescribed Burn Reporting and Monitoring Support Program	
Grantee Name: Santa Barbara County Air Pollution Control District	
Taxpayer's Federal Employer Identification Number: 77-0384167	
Total Grant Amount Not to Exceed: \$ 431,700.00	
Amount Spelled Out: Four Hundred Thirty-One Thousand Seven Hundred Dollars and Zero Cents	
Start Date: 06/01/2022	End Date: 06/30/2028

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (GARB) and Santa Barbara County Air Pollution Control District (the "Grantee"). The parties mutually agree to amend this Grant Agreement. Amendments are shown as deletions in strikethrough text and as additions in bold and underline text. All other terms and conditions remain the same. In the case of any conflict between this Grant Agreement and prior versions, this version shall control.

The purpose of Amendment number 4 is to add an additional \$110,000.00 (One Hundred Ten Thousand Dollars and Zero Cents) to this Agreement; extend the Grant term end date from 06/30/2027 to 06/30/2028; make other minor, non-substantive changes to increase clarity; and update the Grant Agreement Provisions.

2. Other Special Terms

Other Special Terms:


3. Exhibits

Exhibit A-Grant Provisions
Exhibit A, Attachment 1-Scope of Work, Tasks and Project Elements
Exhibit B-Work Statement
Exhibit B, Attachment 1-Budget Summary
Exhibit B, Attachment 2-Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until this Agreement is signed by both parties and grantee receives written approval from GARB to commence performance.

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

4. Grantee

Grantee's Name: Santa Barbara County Air Pollution Control District	
Grantee's Authorized Signatory Name (print or type): Aeron Arlin Genet	
Signature of Grantee (as authorized in resolution, letter of commitment, or letter of designation): 	
Title: Air Pollution Control Officer	Date: Jun 12, 2026
Grantee's Address (including street, city, state, and zip code): 260 North San Antonio Road, Suite A Santa Barbara, California 93110	

5. State of California

State Agency Name: California Air Resources Board	
CARB's Authorized Signatory Name (Print or Type): Alice Kindarara	
Signature of CARB's Authorized Signatory:	
Title: Manager II, Branch Chief	Date:
State Agency Address: 1001 I Street, Sacramento, CA 95814	

EXHIBIT A GRANT AGREEMENT PROVISIONS

A. The parties agree to comply with the requirements and conditions contained herein.

1. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



2. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS ~~(IF APPLICABLE)~~

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: ~~\$321,700~~ \$431,700

This ~~g~~Grant is intended to provide resources to air pollution control districts for enhancing and improving their smoke management programs. This work specifically includes; enhanced planning, managing and reporting of prescribed fire activity in their regions, air monitoring of smoke from prescribed fires, improved public outreach regarding prescribed fires, efficiencies in permitting and related recordkeeping, and resources for district staff to attend training sessions on different elements of the State's smoke management program.

1. Grant Amendment One

This amendment:

- a. Increasededs the total grant award from \$64,900 to \$146,800. Original award was \$64,900 from FY21/22. Amendment addeds \$81,900 from FY 22/23;
- b. Extendededs the original Grant Agreement termination date from June 30, 2024, to June 30, 2025;
- c. Changededs the Project Liaison from Greg Vlasek to Jason Branz;

- d. Madekes other minor, non-substantive changes to increase clarity; and
- e. Updateds to the grant agreement provisions.

2. Grant Amendment Two

This amendment:

- a. Increaseds the total grant award from \$146,800 to \$211,700. Original award was \$64,900 from FY 21/22. Amendment one added \$81,900 from FY 22/23. This amendment two adds \$64,900 from FY 23/24;
- b. Extendededs the Grant Agreement termination date from June 30, 2025, to June 30, 2026;
- c. Madekes other minor, non-substantive changes to increase clarity; and
- d. Updateds to the grant agreement provisions.

3. Grant Amendment Three (Effective upon execution of this Grant Agreement)

- a. Increaseds the total grant award from \$211,700 to \$321,700. Original award was \$64,900 from FY21/22. Amendment one added \$81,900 from FY 22/23. Amendment two added \$64,900 from FY 23/24. This amendment three addeds \$110,000 from FY 24/25.
- b. Extendededs the original Grant Agreement termination date from June 30, 2026, to June 30, 2027;
- c. Madekes other minor, non-substantive changes to increase clarity; and
- d. Updateds to the grant agreement provisions.

4. Grant Amendment Four (Effective upon execution of this Grant Amendment)-

- a. Increases the total grant award to \$431,700. Original award was \$64,900 from FY21/22. Amendment one added \$81,900 from FY 22/23. Amendment two added \$64,900 from FY 23/24. Amendment three adds \$110,000 from FY 24/25. This amendment adds \$110,000 for FY25/26.
- b. Extends the original Grant Agreement termination date from June 30, 2027, to June 30, 2028;
- c. Makes other minor, non-substantive changes to increase clarity; and
- d. Updates the grant agreement provisions.

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Santa Barbara County Air Pollution Control District (hereinafter referred to as Grantee). The Grantee will perform the activities outlined in Section F, Scope of Work.
2. The CARB Project Liaison is Jason Branz. Technical correspondence regarding this project shall be directed to:

Jason Branz, Manager
Agricultural & Prescribed Burning Support Section
Air Quality Planning and Science Division (AQPSD)
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812
Jason.Branz@arb.ca.gov

Administrative correspondence regarding this project shall be directed to the AQPSD Grant Liaison:

AQPSD Grant Liaison
Administrative Assistance and Support Section
Air Quality Planning and Science Division
California Air Resources Board
P.O. Box 2815
Sacramento, CA 95812
aqpsdgrants@arb.ca.gov

3. The Grantee Liaison is Kaitlin McNally. Correspondence regarding this project must be directed to:

Kaitlin McNally
Compliance Division Manager
Santa Barbara County Air Pollution Control District
260 North San Antonio Road, Suite A
Santa Barbara, California 93110
McNallyK@sbcapcd.org

D. GOVERNING BOARD APPROVAL

Prior to commencement of work or any expenditure of funds under this Grant Agreement, the Grantee shall submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. CARB assumes no liability or responsibility for, and no funding or reimbursement will be provided for any work done prior to CARB's receipt of a resolution, minute order, or other approval from Grantee's governing board.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section D of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.
2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the California Air Pollution Control Officers Association (CAPCOA) for review and approval. For purposes of this Agreement, a project milestone is defined as the measurable progress toward, or accomplishment of, Tasks and Project Elements 1. Through 5. of the Scope of Work, Exhibit A Attachment 1, measured and reported to CAPCOA each quarter. The Grantee's draft Final Report must be submitted to CAPCOA no later than March 31, ~~2027~~ 2028. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, ~~2027~~ 2028.
3. The Grantee must submit a Final Report to CAPCOA for review and approval no later than May 31, ~~2027~~ 2028.
4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Agreement to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant.

F. SCOPE OF WORK

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

1. CARB is responsible for the following:

- a. Participating in ongoing coordination meetings, through CAPCOA, at least quarterly with the Grantee and other district Grantees to discuss project activities and guide project implementation;
- b. Reviewing and approving elements developed by the Grantee or by the CAPCOA on behalf of the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;
- c. Providing project oversight and accountability (in conjunction with the Grantee); and
- d. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

- a. Participating in ongoing quarterly meetings;

- b. Ensuring that all project tasks are completed during the period of this Grant Agreement;
- c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
- d. Overseeing the project budget and funds; and
- e. Coordinating with CAPCOA on the submission of quarterly progress reports, holding at least quarterly program meetings with CAPCOA and CARB, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment #2.

3. Project Development and Implementation

The Grantee's Scope of Work includes the tasks and program elements described in Exhibit A Attachment #1.

4. Initial Project Meeting and Ongoing Coordination

Grantee will participate in the initial project meeting with similar grantees scheduled by CARB and CAPCOA. This meeting will take place near the onset of the Grant Agreement period and will cover expectations throughout the period of the Grant. In addition, the meeting will include discussion of the ongoing coordination that will be required between the Grantee and CAPCOA.

5. Progress Reports

The Grantee must coordinate with CAPCOA on the submittal of comprehensive quarterly Progress Reports to CARB. If CAPCOA submits comprehensive quarterly Progress Reports which include progress by the Grantee, that will satisfy this requirement. Otherwise, the Grantee is responsible for submitting the quarterly reports directly to the CARB Project Liaison.

6. Final Report

The Grantee must coordinate with CAPCOA on the submittal of a comprehensive, draft Final Report by March 31, ~~2027~~ **2028** and a comprehensive Final Report by May 31, ~~2027~~ **2028**. If CAPCOA submits comprehensive draft and final reports, that will satisfy this requirement. Otherwise, the Grantee must submit them directly to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

- a. Accounting summary of funds expended;
- b. Summary of work completed by the districts; and
- c. Narrative of how the milestones have been met.

G. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is up to ~~\$321,700~~ **\$431,700**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written and executed Grant Agreement amendment is required whenever there is a change to the amount of this Grant.
- b. The budget for this project is shown in Exhibit B, Attachment ~~1~~ **1**. The sum of all Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.
- c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests or expends less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement. The Grantee may transfer unused or unneeded funds to another PBRM Support Program Grantee that is actively engaged in the Program and has an unmet need for such funds, subject to the following conditions:
 - i. The Grantee funding the transfer applies to CARB requesting the fund transfer;
 - ii. The CARB Project Manager approves the transfer and notifies the CARB Accounting Section of the approval; and
 - iii. Both Grantees submit to CARB documentation of their respective governing Boards' approval of the transfer as described in Section D above.

2. 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 has finalized Advance Payment regulations which became effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.~~

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

- ~~a. The advance payments are necessary to meet the purposes of the grant project.~~
- ~~b. The use of the advance funds is adequately regulated by grant or budgetary controls.~~
- ~~c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.~~

~~d. The Grantee is either a small air district or the Grantee meets all of the following criteria:~~

- ~~i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.~~
- ~~ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.~~
- ~~iii. Submits a spending plan to CARB for review prior to receiving the advance payment.~~
- ~~iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.~~
- ~~v. CARB shall consider the available fund balance when determining the amount of the advance payment.~~
- ~~vi. Reports to CARB any material changes to the spending plan within 30 days.~~
- ~~vii. Agrees to not provide advance payment to any other entity.~~

~~e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within forty five (45) days upon the receipt of a notice from CARB.~~

~~f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form with each Grant Disbursement Request Form that is requesting Advance payment. The Advance Payment Request Form and the Grant Disbursement Request Form must be sent to the CARB Accounting Section at accountspayable@arb.ca.gov, Grants@arb.ca.gov with a copy to the CARB project liaison at agpsdgrants@arb.ca.gov. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.~~

~~Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.~~

~~g. CARB may provide an advance of the direct project costs of the grant if the Grantee's program has limited reserves or potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.~~

~~h. The grantee assumes legal and financial risk of the advance payment.~~

~~i. 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.~~

~~j. CARB will withhold payment of ten (10) percent of the Grant's value, by advance pay or reimbursement payments, until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds when the final Report is approved by CARB.~~

- ~~k. 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 F.2. of this grant agreement.~~
- ~~l. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) days following the end date of this Grant Agreement term on June 30, 2027 or the reversion date of the appropriation. If the Grant Agreement is terminated early for any reason, Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days of the termination date.~~

3. Grant Disbursements

- ~~a. All disbursements from the total Grant award, including both advance payments and grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms.~~
- ~~b. GARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.~~
- ~~c. The Grantee shall submit the Grant Disbursement Requests to GARB Accounting Section at accountspayable@arb.ca.gov, Grants@arb.ca.gov with a copy to the GARB project liaison at agpsdgrants@arb.ca.gov. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.~~
- ~~d. The funds specified in this Grant Agreement must be disbursed by CARB to Grantee by June 20, 2028.~~
- ~~e. The Grantee shall initially submit a draft Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request packet pre-review.~~
- ~~f. Grant disbursement requests must be submitted by the Grantee to CARB no later than May 1, 2028, to ensure adequate time for processing prior to the end of CARB's fiscal year.~~

2. Suspension of Payments and Grant Agreement Termination

- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved, or the Grant Agreement has been terminated. If the Grantee chooses to continue working on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for

any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

- b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.
- c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section L, General Grant Agreement Provisions.

3. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

4. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project and administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
 - iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement

¹ Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

- v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.
- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after final payment under this Grant Agreement.
- c. The above documentation must be provided to CARB in the Final Report, except to the extent these records were submitted in previous quarterly or annual grant reports.

H. PROJECT MONITORING

1 Technical Monitoring

- a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.
- b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.
- c. In addition to quarterly Progress Reports submitted by CAPCOA, the Grantee must coordinate with CAPCOA to provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must coordinate with CAPCOA to provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB by CAPCOA. A Final Report must be submitted through CAPCOA after all project funds have been expended. As specified in Sections F.5 and F.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.
2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.
4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.
5. CAPCOA, under a separate Grant Agreement for services, will serve in an oversight role to facilitate the overall success of the enhanced smoke management program. Grantee shall coordinate with CAPCOA on the submission of quarterly progress reports, the number of prescribed burns to monitor, the draft Final Report, and the Final Report.
6. In the event that CARB determines that recouping grant funds is necessary due to falsification, misspending, misinformation, misappropriation, fraud, negligence, non-compliance with program requirements or applicable laws, or other related circumstances by the Grantee or its subgrantees or subcontractors, Grantee agrees to return all grant funds requested, including any interest earned, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.

K. GRANT AGREEMENT TERMS AND CONDITIONS

1. Use of Terms:

- a. This Grant Agreement ("Grant" or "Grant Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and Santa Barbara County Air Pollution Control District (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.**
- b. As referenced in this Grant Agreement, "Grantee" or "Grantees" means and includes, individually and collectively, Grantee's assigns, employees, officers, and directors.**
- c. "Grant Recipient" or "Grant Recipients" means and includes, individually and**

collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.

- d. “Day” or “days” means calendar days, unless expressly noted otherwise.
- e. “Grant Funds” means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases “Grant Funds” and “Grant Award” have the same meaning and are used interchangeably.

2. Additional Remedies for Non-Compliance:

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

3. Additional Required Terms for Grant Recipient Agreements Funded by This Grant:

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

- a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient (“Grant Recipient”) of funds received from or provided by the California Air Resources Board (“CARB”), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required

by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

- b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
- d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement, and, upon request by CARB, to send to CARB a copy of said agreement.
- e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be

in violation of the California False Claims Act (Government Code Section 12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

- f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes (“air quality laws”), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient’s agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient’s continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient’s continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.
- g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.
- h. Related Agreements must also contain, at a minimum, all of the following:
- i. A clear and accurate description of the material, products, or services to be procured.
 - ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.
 - iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.
 - iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

- v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.
- vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 47 – Survival below.
- vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest; Electric Vehicle Charging Infrastructure and Equipment; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

4. Advance Payments:

- a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support the Grant program initiation and implementation.
- b. Grantee agrees that all advance payment requests submitted by Grantee will comply with the applicable provisions of Health and Safety Code section 39603.1, title 17 of the California Code of Regulations (C.C.R.) Sections 91040 to 91044, and Government Code section 11019.3 (for advance payments to Grant Recipients). In the event that these laws are revised or applicable new laws enacted, such revised or new laws will supersede the provisions of this section to the extent they conflict.
- c. Only CARB shall authorize an advance payment. CARB may provide advance payment to Grantee if CARB determines all of the following:
 - i. The advance payment is necessary to meet the purposes of the Grant program or project and is intended to alleviate a practical business or economic situation that would inhibit the program or project.
 - ii. The use of the advance payment is adequately regulated by Grant or budgetary controls, and is limited to the specific activities set forth in the Grant Agreement.
 - iii. Grantee shall revert all Grant Funds to CARB that are not liquidated by the term end date or if the Grant is terminated pursuant to the terms of this Grant Agreement. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses.

- iv. The Grantee is either a small air district or meets all of the following criteria:**
- a) Has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment.**
 - b) Is in good standing with the Franchise Tax Board and Internal Revenue Service and, if the Grantee falls out of good standing with the Franchise Tax Board or Internal Revenue Service after advance payment is made, Grantee must return to any unliquidated Grant Funds to CARB. To the extent that Grantee is exempt from state or federal tax liability, Grantee may provide proof of such exemption in lieu of demonstrating good standing.**
 - c) Submits a spending plan to CARB for review prior to receiving the advance payment. "Spending plan" means an outline of how the advanced funds will be spent within the term of the Grant Agreement, including project schedules, timelines, milestones, and Grantee's fund balance for all state grant programs. CARB shall consider the available fund balance when determining the amount of the advance payment.**
 - d) Reports to CARB any material changes to the spending plan within 30 days of the material change. "Material Changes" means a change to the spending plan of twenty-five (25) percent or more in any line item in the spending plan.**
- d. In the event of Grantee's nonperformance, Grantee shall return all Grant Funds received via advance payment that are not liquidated, pursuant to the terms of this Grant Agreement. Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.**
- e. Grantee may, but is not required to, provide advance payment of Grant Funds to Grant Recipients that are within the scope of "Recipient Entity," as defined in Health and Safety Code section 39603.1, subd. (b)(2)(A), subject to the following additional requirements:**
- i. Advance payment to Grant Recipients is subject to prior approval from CARB.**
 - ii. Grantee shall assume all legal and financial risk of the advance payment. If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by Grant Recipients to ensure that the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.**
 - iii. CARB and Grantee shall prioritize advance pay to qualifying Grant Recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.**
 - iv. The advance pay shall not exceed 25 percent of the total amount or contract awarded to that qualifying Grant Recipient. At CARB's sole and absolute**

discretion, the advance pay may exceed the 25 percent limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying Grant Recipient provides sufficient justification and documentation for that larger advance.

- v. Grantee shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying Grant Recipient's workplan and written justification.
- vi. The qualifying Grant Recipient shall:
- a) Complete, and submit to Grantee, an Advance Payment Request Form. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
 - b) Submit a certification to CARB of compliance with subsections 3) through 13) below, for each Advance Payment Request Form.
 - c) Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.
 - d) Demonstrate that Grant Recipient has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the entity is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.
 - e) Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, title 17, section 91041, subd. (k), developed in a form and manner specified by CARB.
 - f) Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the Grant Recipient's agreement or contract.
 - g) Deposit any funds received as an advance payment into a federally insured account of the Grant Recipient that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and state laws and regulations, and the Grant Recipient shall report interest earned on the advance payment to CARB. The Grant Recipient's account shall be in the Grant Recipient's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.

- h) Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grant Recipient. Further advance payments may be made if Grant Recipient is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by the CARB.**
- i) Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section, and as otherwise required by CARB.**
- j) Provide a final progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.**
- k) Return to CARB or the Grantee any unused portion of the advance payment, including interest earned on the advance payment, no later than 30 calendar days after the termination, cancellation, or expiration of the Grant Recipient's agreement or contract, or such longer period as CARB may provide at its sole discretion.**

5. Alternative Enforcement:

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

6. Amendment:

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least thirty (30) days prior to the Grant term end date.

7. Americans With Disabilities Act (ADA):

Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.1, level AA (upon the effective date applicable to air districts under 28 C.F.R. § 35.200(b)(2)), and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the

“Accessibility Requirements”). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee’s obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

- a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.
- b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.
- c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.

8. Assignment:

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

9. Audit:

Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a State-funded incentive activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

10. Authority:

Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party’s behalf.

11. Availability Of Funds:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any

other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

12. California Climate Investments:

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

The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: “[Prescribed Burn Reporting and Monitoring (PBRM) Grants-permit efficiencies is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.” And whenever applicable, the Spanish translation acknowledgement: “[Subvenciones para Informe y Monitoreo de Quemadas Prescritas (PBRM): eficiencias en permisos] forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.”

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

Figure 1: CCI logo



13. Compliance With Law:

Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this

Grant.14. Computer Software and Project Data:

“Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media.

Computer software developed or substantially modified using primarily Grant Funds must include a copyleft license comparable to GNU General Public License v3.0 (GPLv3) (available at <https://www.gnu.org/licenses/gpl-3.0.html>) or later version if the software source code is intended to be licensed or otherwise released to the public. Other copyrightable Project Information Resources developed or substantially modified using primarily Grant Funds that are intended to be shared forward by the public must include a copyleft license comparable to Creative Commons Attribution Share Alike license version 4.0 or later (available at <https://creativecommons.org/licenses/by-sa/4.0/legalcode.en>). Exceptions to the copyleft license requirement of this subsection include where:

1. The sharing of the material is restricted by law or regulation;
2. The sharing of the material would create a risk to the detriment of national security, confidentiality of State, Grantee or Grantee Recipient information, or individual privacy;
3. The sharing of the material would create a risk to the stability, security, or integrity of the systems or personnel of the State, Grantee, Grant Recipient or of the material’s owner;
4. The sharing of the material would create a risk to the State’s, Grantee’s, Grant Recipient’s, or the material owner’s, mission, programs, or operations.

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

Grantee certifies that it has appropriate systems and controls in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other

intellectual property in violation of copyright or any other intellectual property laws. Grantee shall require Grant Recipients to make similar certifications.

15. Confidentiality:

Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

16. Conflict Of Interest:

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

17. Construction:

This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

18. Cumulative Remedies:

The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise

of nor the waiver of any other available right or remedy.

19. Disbursement Deadline:

The funds specified in this Grant Agreement must be disbursed by CARB to Grantee by June 30, 2028.

20. Disbursement Request:

All disbursements from the total Grant award, including both advance payments and grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms. The Grantee shall initially submit a draft Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review.

Grantee shall submit all Grant Disbursement Requests to CARB's Accounting Branch at accountspayable@arb.ca.gov with a CC to aqpsdgrants@arb.ca.gov. Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

Grant disbursement requests must be submitted by the Grantee to CARB no later than May 1, 2028 to ensure adequate time for processing prior to the end of CARB's fiscal year.

21. Disputes:

Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion, shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 49 – Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 28 – Force Majeure.

22. Earned Interest:

- a. “Earned interest” means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.

- b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.**
- c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in Prescribed Burn Reporting and Monitoring in a manner consistent with applicable grant program guidelines or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.**
- d. Grantee shall maintain accounting records (e.g. general ledger) that track earned interest accrued and expended, as follows:**
 - i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.**
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.**
 - iii. The methodology for calculating earned interest must be included in any policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.**
- e. Earned interest must be fully expended by May 31, 2028.**
- f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.**
- g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the annual Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply with all such requests.**

23. Electric Vehicle Charging Infrastructure and Equipment:

Grantee must ensure the following requirements are included in all Grant Recipient agreements for electric vehicle charging infrastructure funded with Grant Funds, in whole or in part:

- a. Installation:**

- i. Prior to authorizing work, a Grant Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles must:**
 - a) Certify that the project will comply with Public Utilities Code section 740.20 (Section 740.20) requirements or describe why the requirements do not apply to the project. The certification shall be signed by the Grant Recipient's authorized representative. For the purpose of this requirement, the certification may be included as a provision contained in the agreement with the Grant Recipient.**
 - b) Acknowledge that Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that will install electric vehicle charging infrastructure or equipment shall be submitted after work is completed as a condition of reimbursement.**
- ii. Evidence such as Certification Numbers are not required to be obtained by Grantee if the Section 740.20 requirements do not apply to a project.**
- iii. Prior to remitting payment to a Grant Recipient, Grantee shall collect all Section 740.20 Certifications to ensure the project complied with all Section 740.20 requirements, where applicable, and shall retain Certification Numbers in accordance with Grantee's records retention schedule.**
- iv. The requirements of this section do not apply to any of the following:**
 - a) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility;**
 - b) Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Sub-article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations); and**
 - 1) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.**
 - 2) Reporting:**

Under Public Resources Code section 25231.5, the California Energy Commission (CEC) is required to develop uptime recordkeeping and reporting standards for electric vehicle chargers (EVCs) that will apply to State-funded EVCs installed between January 1, 2024, and January 1, 2035. Grantee shall require Grant Recipients for the installation of AC Level 2 and Direct Current Fast Charger (DCFC) EVCs to comply with the CEC standards as required by section 25231.5, for a minimum of 6 years, unless the CEC decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs that are excluded under California Code of Regulations, title 20, section 3120 et seq., including but not limited to:

- i. Temporary chargers;
- ii. Off-grid chargers;
- iii. Private residential chargers, including chargers used solely for private use by residents of a residential real property containing four or fewer dwelling units, or any charger used solely for private use by residents of a single unit of a residential real property containing more than four dwelling units for which one or more of the residents of that unit would be the exclusive charging station operator(s) or site host(s) of the charger; and,
- iv. Research chargers.

24. Entire Agreement:

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

25. Environmental Justice:

In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.

26. Executive Order N-6-22 – Russia Sanctions:

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

27. Fiscal Management Systems and Accounting Standards:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law.

and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

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

28. Force Majeure:

Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

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

29. Funding Prohibitions for Sectarian Purposes and Non-Public Schools:

Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, section 5, and article IX, section 8. Failure by

Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

30. GenAI Technology Use and Reporting:

a. Definitions:

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

ii. “Deliverable” means “software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items.”

b. Grantee must notify CARB in writing, within 15 days, or a longer period agreed to by CARB, and require their Grant Recipients to notify CARB in writing in the same timeframe, if they:

i. Intend to provide GenAI as a deliverable to CARB; or,

ii. Intend to utilize any previously unreported GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:

a) Functionality of a State system;

b) Risk to the State; or

c) Performance under this Grant Agreement.

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

c. Notification shall be provided to CARB’s Project Liaison identified in this Grant Agreement.

d. At the direction of CARB, Grantee shall discontinue, and require their Grant Recipients to discontinue, the provision to CARB of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.

e. If the use of previously undisclosed GenAI is approved by CARB, then upon request by CARB, Grantee will amend the Grant Agreement accordingly, and their related agreements with Grant Recipients, which may include incorporating the [GenAI Special Provisions](#) into these agreements, at no additional cost to the State.

f. CARB, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this section into their agreements with Grant Recipients, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

31. Governing Law and Venue:

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

32. Grantee's Responsibility for Work:

CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.

33. Incorporated Documents:

Grantee will administer this Grant according to the requirements described in the following documents, which are incorporated by reference into and made a part of this Grant Agreement:

~~[CA-Fuels-Reduction-Environmental-Protection-Plan.pdf, GSS-9534-1E-20251029105640]~~

[CA-Fuels-Reduction-Environmental-Protection-Plan-2025-12-31.pdf]

34. Indemnification:

Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.

35. Independent Contractor:

Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of

California.36. Insurance:

Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law.

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

37. Labor Compliance for Drayage and Short-Haul:

Grantee shall ensure that all agreements with any and all Grant Recipients who receive or use any Grant Funds to purchase, or lease for greater than one year, new drayage or short-haul trucks contain a requirement that as a condition of Grant Fund receipt or use and as a condition of participation in the Program, Grant Recipients must comply at all times with all applicable provisions of California Health and Safety Code sections 39680 through 39693, which require Grant Recipients to maintain compliance with applicable labor law, retain direct control over the manner and means for performance of any individual using or driving the vehicle, and other requirements.

38. Liquidation and Return of Funds:

Funds not liquidated by June 30, 2028 must be returned to CARB by July 30, 2028
"Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 3.c above. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

39. Nondiscrimination:

- a. During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.**
- b. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.**
- c. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.**
- d. Grantee shall permit access by representatives of the California Civil Rights Department or CARB upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.**
- e. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.**
- f. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be**

subject to remedial action determined appropriate and consistent with applicable law by CARB or the California Civil Rights Department, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

- g. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.
- h. Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a Grant Recipient has violated the provisions of this Section and take appropriate remedial action as required by law or by CARB.

40. Office Of Foreign Asset Control:

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

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

41. Paragraph Headings:

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

42. Personally Identifiable Information (PII):

Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt,

use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).

43. Prevailing Wages and Labor Compliance:

Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.

44. Project Equipment:

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

When Project Equipment is no longer needed for the original program purpose, Grantee must request disposition instructions from CARB. However, equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of without requesting disposition instructions from CARB.

45. Professionals:

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.

46. Severability:

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.

47. Survival:

All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor

Compliance for Drayage and Short-Haul; Nondiscrimination (except for 39.d); Office Of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.

48. Term:

This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, is terminated or all conditions of the Grant Agreement have been met, whichever occurs first. This Grant Award is conditional based on CARB receipt and approval of a fully executed Grant Agreement.

49. Termination:

CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 21 – Disputes.

50. Timeliness:

Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Agreement in an expeditious manner.

51. Third-Party Beneficiaries:

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

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

52. 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 provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

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

a. Grant Agreement Cover Sheet

b. Exhibit A, Grant Agreement Provisions

c. Exhibit A, Attachment 1, Scope of Work, Tasks and Project Elements

d. Exhibit B, Work Statement, Budget Summary (Attachment 1), Project Schedule (Attachment 2)

~~K. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)~~

~~CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.~~

~~L. GENERAL GRANT AGREEMENT PROVISIONS~~

- ~~1. Amendment: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.~~
- ~~2. Americans with Disabilities Act (ADA) Language: Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub-awardees) under this Grant, as specified in Exhibit (insert exhibit # here) or (list items here) to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).~~
 - ~~— CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.~~
 - ~~— Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors and subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time~~

~~frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.~~

- ~~3. Assignment: This grant is not assignable by the Grantee either in whole or in part, without the prior written consent of CARB in the form of a formal fully executed written amendment.~~
- ~~4. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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 or Contract related to performance of this Agreement.~~
- ~~5. Availability of funds: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this grant does not appropriate sufficient funds for the program, this grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this grant and Grantee shall not be obligated to perform any provisions of this grant.~~
- ~~6. Authority: Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.~~
- ~~7. CARB as third party beneficiary: Grantee shall name CARB and the State of California as third party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.~~
- ~~8. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its sub-awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.~~
- ~~9. Computer software: 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.~~
- ~~10. Confidentiality: Prior to CARB releasing any information to Grantee which~~

~~CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by the California Public Records Act (California Government Code Section 7920.000 et seq), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.~~

11. ~~Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.~~
12. ~~Disputes: The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with 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 minority populations and low-income population of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state and federal laws.~~
14. ~~Executive Order N-6-22 — Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.~~
15. ~~Fiscal management systems and accounting standards: The Grantee agrees~~

~~that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.~~

16. ~~Force Majeure: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.~~

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

17. ~~Governing law and venue: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.~~
18. ~~Grantee's responsibility for work: The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors or subgrantees. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant, including, but not limited to, payment disputes with contractors, subcontractors, subgrantees, employees, agents, affiliates, suppliers and providers of services. Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant~~

~~Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. Grantee shall not use Grant funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees or other third parties.~~

19. Indemnification: ~~The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors in interest against, for and from any and all liabilities, losses, and expenses, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of, resulting from or related to any actions or inactions Grantee or any of its contractors, subcontractors, subgrantees, affiliates, employees, officers, agents and assigns, including but not limited to the operation of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified or used with Grant funds. State shall give Grantee prompt written notice of any claim for which indemnification is sought, but failure to give such notice will not abrogate or diminish Grantee's indemnification obligations hereunder except to the extent the failure to notify materially prejudices Grantee's ability to defend or settle the claim. Grantee shall have the right to select legal counsel to represent the indemnified parties and to otherwise control the defense and settlement of the claim, but State shall have the right to participate in the defense of the claim at its own cost and expense. State shall provide such reasonable cooperation and assistance as Grantee may request, at Grantee's expense.~~
20. Independent contractor: ~~The Grantee, and its sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CAR~~
21. Nondiscrimination:
 - a. ~~During the performance of this Grant Agreement, Grantee and its Representatives and Grant Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, any other characteristic protected by law, or unlawfully deny family care leave, medical care leave, pregnancy disability leave, or other legally protected leave. Grantee and its Representatives and Grant Recipients shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee and its Representatives and Grant Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f),~~

~~set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.~~

- ~~b. During the performance of this Grant, Grantee and its Representatives and Grant Recipients shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.~~
- ~~c. Grantee and its Representatives and Grant Recipients shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.~~
- ~~d. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement.~~
- ~~e. Grantee shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.~~
- ~~f. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee or any of its Representatives or Grant Recipients has violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Representatives or Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.~~
- ~~g. Grantee acknowledges and agrees that in the event of Grantee or its Representatives or Grant Recipients' noncompliance with this provision, Grantee may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement and return of Grant Funds.~~
- ~~h. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with~~

such policy. The policy may be found at: <https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>

- ~~i. To the extent that the Grant includes federal funding, Grantee should refer to the U.S. EPA Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices. Though not legally required, this guidance document may assist recipients of U.S. EPA financial assistance (such as grantees) when developing and improving their legally required federal civil rights compliance efforts.~~
22. ~~No third party rights: This Grant Agreement does not create, and nothing stated in this Grant Agreement creates rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.~~
23. ~~Ownership: All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.~~
24. ~~Personally identifiable information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity and shall not release or publish any such information or data.~~
25. ~~Prevailing wages and labor compliance: Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub-awardees.~~
26. ~~Professionals: For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and licensed professionals are required for those services under California law.~~
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. ~~Survival: Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of this Grant Agreement, shall so survive, including but not limited to the general provisions.~~
29. ~~Termination: CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by 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 within the time frame set forth by CARB via written notice to the Grantee.~~
30. ~~Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project 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.~~
32. ~~Order of precedence: In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:~~
 - a. ~~Grant Agreement Cover Sheet~~
 - b. ~~Exhibit A Grant Provisions~~
 - c. ~~Exhibit B Work Statement~~

**EXHIBIT A, ATTACHMENT 1,
SCOPE OF WORK,
TASKS AND PROJECT ELEMENTS**

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period. For prescribed burns meeting the criteria to be coordinated with CAPCOA, the Grantee should obtain monitoring equipment from the nearest regional cache of equipment. When use of cache monitors or similar deployable Air District E-BAM monitors is not feasible, Grantee should obtain and consider other available and relevant PM monitoring data before, during and after burns and report such burns as monitored burns. Monitored fires will be reported to CAPCOA using the format provided ensuring the prescribed fire that was monitored is clearly identified.
2. Grantee staff will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment, as needed. Funding for burns that are monitored is available on a reimbursable basis from CAPCOA.
3. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
4. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for prescribed burns of ten acres or more or that produce one ton of particulate Matter (PM) emissions or more in their jurisdiction where feasible. Grantee agrees to encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request.
5. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
6. Grantee will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
 - a. Burns requested, burns permitted, acreage burned.
 - b. Locations of burns (by address, assessor's parcel number, and/or by latitude and longitude).
 - c. Type(s) of fuels burned for each prescribed burn.
 - d. For each prescribed burn not monitored under task 1., whether smoke concentrations (as PM 2.5 or PM10) were monitored and what monitors were used (e.g., FRM system monitors, E-BAMs, Purple Air Network, etc.)
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

EXHIBIT B
WORK STATEMENT

Budget Summary (Attachment 1)
Project Schedule (Attachment 2)

**EXHIBIT B, ATTACHMENT 1
BUDGET SUMMARY**

Grantee: Santa Barbara County Air Pollution Control District

Grant Agreement No.: G21-PBRM-27-34

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	<u>FY 2025- 2026</u>	<u>Total</u>
Project Funds	\$58,410	\$73,710	\$58,410	\$99,000	<u>\$99,000</u>	<u>\$388,530</u>
Administrative Costs	\$6,490	\$8,190	\$6,490	\$11,000	<u>\$11,000</u>	<u>\$43,170</u>
Total Costs	\$64,900	\$81,900	\$64,900	\$110,000	<u>\$110,000</u>	<u>\$431,700</u>

**EXHIBIT B, ATTACHMENT 2
PROJECT SCHEDULE**

Grantee: Santa Barbara County Air Pollution Control District

Grant Agreement No.: G21-PBRM-27-~~34~~

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in ongoing meetings set up by CAPCOA with other districts to discuss project activities and guide project implementation.	Ongoing
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for: state prescribed burning policy and best practices, smoke management program regulations, the Prescribed Fire Information Reporting System (PFIRS), and smoke monitor deployment. Ensure that all personnel participating in the program are familiar with the procedures for each.	Ongoing and as needed
For prescribed burn monitoring to be coordinated with CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, collect and report valid data immediately before, during the burn, and immediately after the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Document and report to CAPCOA prescribed burns monitored for smoke impacts by means other than the regional caches.	Ongoing
Utilize PFIRS for prescribed burns within the Grantee's jurisdiction whenever feasible and encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	No later than March 31, 2027 2028 (draft final report) and May 31, 2027 2028 (final report)


Prescribed Burn Reporting and Monitoring Support Grant Agreement G21-PBRM-27-4

This Prescribed Burn Reporting and Monitoring Support Grant Agreement is by and between the California Air Resource Board and the Santa Barbara County Air Pollution Control District.

APPROVED AS TO FORM:

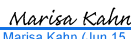
RACHEL VAN MULLEM
County Counsel

District Counsel

By  _____
Jennifer Richardson (Jun 16, 2026 08:21:20 PDT)

APPROVED AS TO FORM:

MARISA KAHN
Risk Manager

By  _____
Marisa Kahn (Jun 15, 2026 19:39:29 PDT)
Risk Manager

APPROVED AS TO FORM:

BETSY M. SCHAFFER, CPA
Auditor-Controller

By  _____
Deputy