

# GRANT AGREEMENT COVER SHEET

GRANT NUMBER G21-MCAP-12
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NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 5 (Fiscal Year 21/22)	
GRANTEE NAME Mendocino County Air Quality Management District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000520	TOTAL GRANT AMOUNT NOT TO EXCEED \$ 135,151.18
START DATE: 5/15/2022	END DATE: 6/30/2026

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

Project Funds – \$118,257.28  
 Implementation Funds – \$16,893.90  
 Total Grant Award – \$135,151.18  
 SB 535 Funding Target – \$0.00  
 AB1550 Funding Target – \$94,605.82

Exhibit A – General Terms and Conditions

Special Terms and Conditions – Grant is contingent on CARB receipt of a Board Resolution or Minute Order consistent with CAP Guidelines.

In accordance with Assembly Bill (AB) 128, section 15.14, 25 percent of the Fiscal Year 2021-22 GGRF funds allocated under this grant in the amount of \$33,787.79 shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap-and-trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB. The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Mendocino County Air Quality Management District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>kafidahabeck</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Douglas Gearhart</i>	
TITLE Branch Chief	DATE 7-7-22	TITLE Interim Air Pollution Control Officer	DATE 7/1/2022
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 501 Low Gap Road RM 1080, Ukiah, CA 95482	

### CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$135,151.18	PROGRAM 3530000L39	PROJECT 3900CAP	ACTIVITY 3228CAP21
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$ 135,151.18	(OPTIONAL USE) FY21 GGRF \$101,363.39 upon grant execution and \$33,787.79 after 4 <sup>th</sup> quarter Cap-and -Trade auction.		CHAPTER 240 STATUTE 2021 SB-170
APPR REF 102	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50020 FISCAL YEAR (ENY) 2021

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <i>Dana Grubaugh</i>	DATE June 1, 2022
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**California Air Resources Board**  
**Fiscal Year 2021-2022 – AB 617 Community Air Protection (CAP) Incentives**  
**GRANT AGREEMENT**

**General Terms and Conditions:**

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
  - a. In accordance with Assembly Bill (AB) 128, section 15.14, 25 percent of the Fiscal Year 2021-2022 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
  - b. The air district (Grantee) will select projects eligible under the *Carl Moyer Program 2017 Guidelines* and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the *Proposition 1B 2015 Guidelines* relative to funding amounts and truck evaluations), or projects eligible under the *Community Air Protection Incentives 2019 Guidelines*, or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
  - c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: no less than 80 percent of funds will go to projects that are located in and provide direct, meaningful, and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes of 2016); however, the Grantee will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.
  - d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a

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summary of final selected projects consistent with Section IV of the *CARB Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines* (<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>). For each project selected the Grantee will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.

- e. 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 projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: Community Air Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities. And whenever applicable, the Spanish translation acknowledgement: de Protección del Aire en la Comunidad forma parte de las Inversiones del Clima de California, 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



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- f. When submitting project lists with disbursement requests, the Grantee will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB ([www.arb.ca.gov/ci-resources](http://www.arb.ca.gov/ci-resources)).
  - g. With CARB's assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives 2019 Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.
  - h. The Grantee will continue to monitor the ongoing implementation of the requirements of AB 617, and will work with CARB to address any new priorities, as they are developed to support the community air quality protection goals of AB 617.
  - i. The Grantee and CARB will work together to determine the feasibility of addressing any new community priorities.
2. **Implementation Funding:** In accordance with Section E of Chapter 3: Program Administration, of the *Community Air Protection Incentives 2019 Guidelines*, the Grantee may use up to **12.5** percent of their CAP Incentives for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**12.5** percent of the total CAP Incentive grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **4** percent of the total CAP Incentives.
  3. **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.
  4. **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 A 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).

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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. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

5. **Assignment:** This Grant is not assignable by the Grantee either in whole or in part, without the consent of CARB in the form of a formal written amendment.
6. **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.
7. **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.
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. **Conflict of Interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
11. **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.

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12. **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.
13. **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.
14. **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.

15. **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.
16. **Grantee's responsibility for work**: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to sub-awardees. The Grantee and/or its sub-awardees as applicable, shall be responsible for any and all disputes arising out of its contract for work on a Project funded by

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this Grant Award, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

### 17. **Grantee's requirements for electric vehicle charging infrastructure and equipment:**

Prior to executing contracts Grantee must ensure the following requirements are included in all sub awardee contracts and or other agreements:

Prior to authorizing work, a sub awardee that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles, must require both:

1. An AB 841 Certification that certifies the project will comply with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the sub awardee's authorized representative.
2. EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that will install electric vehicle charging infrastructure or equipment.

Evidence such as Certification Numbers are not required to be obtained by Grantee if AB 841 requirements do not apply to a project.

Prior to remitting payment to a sub awardee, Grantee is responsible for collecting all AB 841 Certifications to ensure the project did comply with all AB 841 (2020) requirements and shall retain Certification Numbers in accordance with the Grantee's records retention schedule.

The requirements of this section do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 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).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

### 18. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

### 19. **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 CARB.

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20. **Interest:** The Grantee shall maintain accounting records of interest earned on funds from the CAP Incentives separate from other incentive funds. The calculation of interest earned must be based on a daily balance or some reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program, and must be consistent with how it is calculated for the Grantee's other fiscal programs. Interest earned shall only be used for eligible grant-related expenses as outlined in the *Community Air Protection Incentives 2019 Guidelines* specified in this agreement. Earned interest must be fully expended or returned to CARB if it is not used by the end of the grant performance period. Interest earned by the Grantee during each previous fiscal year shall be reported to CARB annually in the *Community Air Protection Incentives Air District Yearly Report Certification Form*. Documentation of the interest earned must be retained for a minimum of three years following its generation and liquidation.

21. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its sub awardees shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its sub awardees shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its sub awardees 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. The Grantee and its sub awardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub awardees to perform work under this Grant Agreement.

22. **No Third Party Rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

23. **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



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possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

24. **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.
25. **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.
26. **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.
27. **Term**: This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Fiscal Year 2021-2022 CAP incentive funds.
28. **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.
29. **Timeliness**: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Award in an expeditious manner.
30. **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.
31. **Incorporated Documents**: Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated as part of this Grant Agreement:
  - a. District's Policies and Procedures (Refer to requirements in the Community Air Protection Incentives 2019 Guidelines approved by CARB).
  - b. As applicable, Carl Moyer Program 2017 Guidelines, the Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines, the Community Air Protection Incentives 2019 Guidelines, Proposition 1B

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Goods Movement Emission Reduction Program 2015 Guidelines, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.

- c. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
  - d. Advance Payment Request Form and Supplement to CARB's Advance Payment Request Form: AB 617 Community Air Protection (CAP) Incentives Grant Disbursement Request.
32. **Disbursement Deadline:** The Fiscal Year 2021-2022 CAP incentive funds specified in this Grant Agreement must be disbursed by **June 30, 2024** per the *Community Air Protection Incentives 2019 Guidelines*, Chapter 3, Section C.2.(a). Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2024** to ensure adequate time for processing prior to the end of the fiscal year.
33. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison. 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.
34. **Liquidation and Return of Funds:** Funds not liquidated by June 30 of the fourth year following Grant Agreement execution (**June 30, 2026**) must be returned by **September 28, 2026**. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.
35. **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