

**LEGEND**  
 (Existing S.S. Collection System)

8" GRAVITY SEWER	Red dashed line
10" GRAVITY SEWER	Green dashed line
12" GRAVITY SEWER	Blue dashed line
15" GRAVITY SEWER	Red solid line
18" GRAVITY SEWER	Blue solid line
24" GRAVITY SEWER	Blue dashed line
FORCE MAIN	Black solid line



SCALE: 1" = 30'  
 DATE: 4/29/2020  
 DRAWN: W.F.H.  
 CHECKED: T.C.S.  
 SHEET SIZE: 24" x 36"

SEWER SYSTEM EVALUATION  
 SURVEY (SSES)-PRP FUNDING  
 FY2020  
 for the  
 CITY OF HAMMOND

**Spangler Engineering, LLC**  
 CONSULTING CIVIL ENGINEERS  
 311 N.O. BOULEVARD  
 HAMMOND, LOUISIANA 70404  
 (504) 342-865 FAX (504) 342-0046

SHEET



University of New Orleans Research and Technology Foundation, Inc.  
for  
EPA - LAKE PONTCHARTRAIN BASIN RESTORATION PROGRAM  
(Cost Reimbursable)

**FY20- SUBAWARD AGREEMENT**

PRIME RECIPIENT / PASS-THROUGH ENTITY (PRP)		SUBRECIPIENT INFORMATION	
University of New Orleans Research and Technology Foundation, Inc. (UNORTF) 2021 Lakeshore Drive, Suite 420 New Orleans, LA 70122		City of Hammond PO Box 2788 Hammond, LA 70404	
Federal Awarding Agency: U.S. Environmental Protection Agency (EPA)		Federal Tax Identification Number: 72-0573539	
Prime Award Number: BR-01F84101	Date of EPA Prime Award: 9/15/2020	DUNS Number: 113-541-457	
CFDA # and Description: 66.125 - Lake Pontchartrain Basin Restoration Program (PRP)		Name of Authorized Official of Subrecipient Organization (Mayor, Parish President, Executive Director): Pete Panepinto	
Prime Award Total Amount: \$1,441,000		Name of Project Officer / Principal Investigator: Charles Borchers IV or Guy Palermo	

**SUBAWARD PROJECT INFORMATION**

Project Title/Description:	Sewer System Evaluation Survey of West Hammond		
Subaward Number:	58563A	Federal Funds Obligated by EPA:	\$ 105,000
Project Period:	10/1/2021 – 8/31/2024	Local Match Commitment (Minimum of 30% of Project Cost)	\$ 45,000
Indirect Cost Rate Cap for Award:	14%	Total Project Funding	\$ 150,000

**AFFIRMATION OF AWARD**

This Subaward Agreement encompasses this award data sheet and information shown in all attachments, policies, certifications, assurances, and administrative and programmatic terms and conditions. The execution of this Agreement constitutes a contract between the Prime Recipient and Subrecipient. **Any project work begun and/or expenses incurred prior to execution of a Subaward Agreement are at the Subrecipient's own risk.**

>>>> *This Subaward Agreement must be fully executed and returned to UNORTF within thirty (30) days of receipt* <<<<

By Authorized Official of Prime Recipient:		By Authorized Official of Subrecipient Organization: (Mayor, Parish President, Executive Director)	
Signature: <i>Andrew Pitman</i>		Signature:	
Printed/Typed Name: Andrew Pitman		Printed/Typed Name: Pete Panepinto	
Title: Vice President & CFO		Title: Mayor	
Date: <i>8/26/21</i>		Date:	

(Cost Reimbursable)

## **FY20 - SUBAWARD AGREEMENT**

EPA GRANT: BR-01F84101

### **1 NOTICE OF SUBAWARD**

The United States Environmental Protection Agency (EPA) has approved the Prime Award for the FY20 grant which has been issued in the form of a cooperative agreement for the Lake Pontchartrain Basin Restoration Program (PRP).

### **2 PURPOSE OF COOPERATIVE AGREEMENT**

This grant is codified under the Catalog of Federal Domestic Assistance (CFDA) 66.125 with the purpose of restoring the ecological health of the Basin through restoration projects and related scientific and public education projects. EPA approved this grant after considering the application for federal assistance submitted by the University of New Orleans Research and Technology Foundation, Inc. and workplan proposals recommended by the Executive Committee of the Lake Pontchartrain Basin Restoration Program (PRP).

Following its approval, EPA awarded the FY20 grant to the University of New Orleans Research and Technology Foundation, Inc. (UNORTF) as the prime award recipient and pass-through entity.

Based on the FY20 grant approved by EPA, which includes all workplan modifications and amendments, (*see Attachment #1: EPA-Approved Workplan*), UNORTF hereby awards a cost reimbursable Subaward to your organization, as described above on the *Subaward Identification Page*.

### **3 GRANT REQUIREMENTS**

In consideration of the mutual covenants and stipulations set out herein this agreement, the parties agree as follows:

- **ADMINISTRATIVE CAPABILITY:** In accepting this Subaward, the Subrecipient organization (described herein as Subrecipient) agrees to have the administrative capability to account for the use of Federal funds and the programmatic capability to effectively perform the proposed work.
- **NON-BINDING BEYOND TERMS OF SUBAWARD AGREEMENT:** Nothing in this agreement shall be construed as authority for either party to make commitments that will bind the other party beyond approval dates, the scope of services, period of performance, project changes, timely reporting requirements, allowable project expenditures, and project deliverables.
- **SUBCONTRACTING PROJECT WORK:** The Subrecipient may assign, sublet or subcontract work related to this Agreement, or any interest it may have herein, to any parties designated in the EPA-approved workplan. Any Subcontractor not specified in the workplan must be approved by EPA before such project work begins.
- **COMPLIANCE TERMS:** The Subrecipient warrants, represents, and agrees that it and all its contractors, employees, and representatives will comply with all applicable Federal laws and regulations and all terms and conditions, certifications, and assurances of the Prime Award, as more fully described herein and made a part of this Agreement and its attachments.
- **ADDRESSING SUBRECIPIENT DEFICIENCIES:** Further, UNORTF is required to address, to the maximum extent practicable, deficiencies in the administrative and/or programmatic capability of the Subrecipient's work as described in the approved workplan.

This Agreement and all applicable attachments, certifications, and assurances, hereto, represent the entire contract between the parties and together supersede (or suppress) any and all other agreements or understandings in connection with the grant funds provided herein.

## **4 DEFINITIONS**

### **Authorized Organizational Representative:**

The authorized organizational representative of a Subrecipient organization, e.g. Mayor, Parish President, Executive Director (non-profit organization), is the designated representative of the organization with the authority to act on the organization's behalf in matters related to the Subaward and administration of Subrecipient activities. In signing the Subaward, this individual agrees that the organization will assume the obligations imposed by applicable Federal statutes and regulations and other terms and conditions of the Subaward, including any assurances and certifications. These responsibilities include accountability both for the appropriate use of funds awarded and the performance of the grant-supported project or activities as specified in the approved workplan.

### **Cooperative Agreement:**

EPA - Region 6 is the Federal funding agency as well as the oversight agency for the PRP award. EPA's grant award to UNORTF is made in the form of a Cooperative Agreement. A cooperative agreement is a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that is consistent with 31 U.S.C. 6302-6305. Under this provision, EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- Monthly telephone calls and other monitoring,
- Reviewing project phases and providing approval to continue to the next phase,
- Reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- Approving substantive terms included in contracts or subawards,
- Reviewing and commenting on the programmatic progress reports,
- Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

### **Cost Reimbursable Grant:**

The EPA/PRP grant is cost reimbursable. This means the grant provides funding to Subrecipients after eligible expenses have been incurred during the designated period of performance. Subrecipients must follow a certain procedure to obtain the reimbursement for project expenses. Reimbursements are provided on a set payment schedule after the Subrecipient organization has submitted sufficient documents to verify expenses.

### **Pass-Through Entity:**

A pass-through entity is a non-Federal entity that makes Subawards to other organizations to carry out a portion of the Federal award under terms that establish a financial assistance relationship to accomplish a public purpose that is authorized under a Federal program, 2 CFR 200.74. As such, UNORTF is subject to Federal requirements for monitoring and managing the award and therefore, plays a substantial role in overseeing the project activities of each participating entity – the Subrecipient. Responsibilities of a pass-through entity include:

- Identifying the Federal awards to Subrecipients
- Informing Subrecipients of Federal, state, and local compliance requirements
- Monitoring Subrecipient activities
- Ensuring Subrecipients have single audits if required (expending \$750,000 or more in Federal funds in a fiscal year)
- Providing technical assistance and training

- Issuing management decisions within six months on Subrecipients' single audit findings against their Subawards, and ensuring corrective action was taken by Subrecipients
- Determining if pass-through entity must adjust their records as a result of Subrecipient audits
- Requiring Subrecipients to permit the pass-through entity and its auditor access to their records for monitoring and audit purposes.

### **Subaward Agreement:**

Under 2 CFR 200.92, the Uniform Guidance of the Office of Management and Budget (OMB), the Subaward is an agreement between the pass-through entity and Subrecipient and is considered to be a contract, a form of legal agreement for the Subrecipient to accomplish a purpose for a public program (the Lake Pontchartrain Basin Restoration Program), through the oversight of UNORTF. The Subaward Agreement is the only legal document between UNORTF and the Subrecipient organization.

The Agreement defines the relationship between the Subrecipient and the pass-through entity. It outlines the administrative, programmatic, and financial responsibilities of both parties as the Subrecipient participates in the federally funded program for the provision of services as described in the EPA/PRP grant.

The Subrecipient hereby agrees to participate in this program for carrying out a portion of the Federal award under terms that establish a financial assistance relationship as authorized by the Federal program.

### **Subrecipient:**

A Subrecipient is defined in 2 CFR 200.93 as a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program. Subrecipients only receive reimbursement for their actual direct or approved indirect costs such that they do not "profit" from the transaction. Subrecipients are subject to the same Federal requirements as the pass-through entity. Subrecipients accept the responsibilities, as follows:

- Performing the work of the sub-grant from Subaward to closeout
- Implementing project tasks with specific goals that clearly describe the impacts on PRP objectives; result in quantifiable and measurable outcomes; and clearly defined budget projections linked to each task component
- Developing organizational policies and systems to ensure effective management of Federal funds and compliance with Federal, state, and local laws and regulations
- Ensuring their organization has grant financial management, procurement and property management systems in place
- Establishing a budget of costs to perform the program and a method for monitoring actual costs against the project budget
- Keeping abreast of changes in policies, procedures, or requirements and advising staff of any changes
- Requesting prior approvals when necessary
- Cooperating during on-site visits by the pass-through entity and/or EPA
- Preparing necessary reports and making submittals as scheduled
- Keeping the pass-through entity informed about Subaward project progress
- Providing Single Audit reports to pass-through entity, as necessary
- Contributing to the scholarly/scientific conduct of the project as described in the approved workplan
- Using the funding to carry out a project for a public purpose as specified in the authorizing statute, as compared to providing goods or services for the benefit of the Subrecipient organization
- Using considerable discretionary judgment and the unique expertise of the Subrecipient in the performance of the project work
- Responding appropriately to requests from EPA and UNORTF regarding explanations on the use of Federal funds.

## 5 GENERAL TERMS AND CONDITIONS

### Changes in Authorized Representatives and Key Contacts:

Neither UNORTF nor the Subrecipient may make any permanent changes in a key official or contact person without giving reasonable written notice to the other party. **(See Attachment #2: Authorized Representatives and Key Contacts).**

### Timely Completion:

Subrecipient covenants and agrees that it shall expeditiously and timely complete the project in accordance with all applicable regulatory provisions of Title 40 of the Code of Federal Regulations ("CFR") Chapter 1, Subchapter B and all terms and conditions of this Subaward and its attachments.

### Termination of Subaward:

In accordance with 2 CFR 200.339, the Federal award may be terminated in whole or in part as follows:

- By EPA, the Federal awarding agency or UNORTF, the pass-through entity if the Subrecipient fails to comply with the terms and conditions of the Federal award;
- By EPA, the Federal awarding agency or UNORTF, the pass-through entity for cause; or
- By the Subrecipient upon sending to the pass-through entity written notification within thirty days of the proposed termination, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if EPA or UNORTF determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, EPA or UNORTF may terminate the Subaward in its entirety.

### Breach, Enforcement and Termination:

This Subaward may be terminated by the pass-through entity without further cause for the following reasons:

- Subrecipient will be provided with two partially executed Subaward Agreements. Within thirty (30) days of receiving the Subaward documents (or after notification of any extension of time as may be granted by UNORTF), Subrecipient is required to return to UNORTF, one complete Subaward packet, including the appropriate signature on the *Subaward Identification Page* and all assurances and certifications. Failure to timely return the fully executed Subaward may constitute a breach of the agreement and cause the Subaward to be terminated.
- EPA or UNORTF may reduce or terminate this Subaward at any time the Subrecipient fails to comply with the program objectives, Subaward conditions, reporting requirements, or otherwise exhibits any disengagement from the project.

### Subrecipient Communication with UNORTF and EPA:

Subrecipient Contacts with UNORTF: Subrecipients shall address any communication regarding this Agreement or any administrative or programmatic concerns relating to the performance of their projects to the UNORTF Project Coordinator or Project Manager.

UNORTF Contacts with EPA: Under the terms of the Cooperative Agreement between UNORTF and EPA, UNORTF makes direct contacts with EPA regarding all contractual obligations and for clarification of any issues raised by the Subrecipient, as necessary.

Coordination of Subrecipients Contacts with EPA: Subrecipients should only be in communication with EPA in the presence of an authorized representative of UNORTF.

Consultants and Subcontractors: Consultants and subcontractors should communicate their concerns with the Subrecipients with whom they have a contractual agreement.

## Additional Requirements by the Pass-Through Entity:

UNORTF, as pass-through entity, may impose other requirements based on its own laws, regulations and policies. Additional project monitoring, prior approvals, and financial and performance progress reports may be required to ensure that the pass-through entity meets its own responsibilities to EPA (2 CFR 200.207 and 2 CFR 200.331).

## 6 ADMINISTRATIVE TERMS AND CONDITIONS

Subrecipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018-or-later>. These terms and conditions are in addition to the assurances and certifications as made a part of the Subaward and the terms, conditions, or restrictions cited throughout the Subaward.

### “Flow-Down” Requirements:

The terms of the EPA Award for the Lake Pontchartrain Basin Restoration Program impose a number of Federal statutes, regulations, and EPA grant policies on UNORTF as the pass-through entity. The EPA award as stipulated in 2 CFR 200.331(a)(2), requires that Subrecipients are made aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award. These requirements include, among others:

- a) **Title VI of the Civil Rights Act** (and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable).
- b) **Federal Funding Accountability and Transparency Act (FFATA)**: Subrecipient must report Executive Compensation set forth in General Conditions of the pass-through entity's agreement with EPA entitled “**Reporting Subawards and Executive Compensation.**”
- c) **Consultant Fee Cap**: The use of Federal funds in this Agreement in the compensation rate paid to individual consultants retained by the Subrecipient shall be limited in accordance with provisions set forth in 2 CFR 1500.9.
- d) **Management Fees**: As set forth in General Conditions of the pass-through entity's agreement with EPA, management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable.
- e) **Procurement Standards**: in 2 CFR Part 200 including those requiring competition when the Subrecipient acquires goods and services from contractors (including consultants).

### Utilization of Small Minority and Women's Business Enterprises:

Pursuant to Executive Order 11625 of October 13, 1971, the Subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under Federal assistance agreements:

- a) **MBE/WBE REPORTING** (40 CFR, Part 33, Subpart E)  
MBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring equipment, services and supplies including funds that exceed the threshold amount of \$250,000.
- b) **FAIR SHARE OBJECTIVES** (40 CFR, Part 33, Subpart D)  
The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current Federal fiscal year from EPA is \$250,000 or more including amendments and/or other modifications. All procurement actions are reportable. The Subrecipient accepts the applicable MBE/WBE fair share objectives negotiated with EPA by the Louisiana Department of Environmental Quality as follows:

MBE: CONSTRUCTION 13%; SUPPLIES 7.00%; SERVICES 21.00%; EQUIPMENT 3.60%  
WBE: CONSTRUCTION 9.00%; SUPPLIES 7.00%; SERVICES 17.00%; EQUIPMENT 5.00%

By signing this financial assistance agreement, the Subrecipient is accepting the fair share objectives and goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Louisiana Department of Environmental Quality.

### **Six Good Faith Efforts:**

The Subrecipient must execute this Subaward pursuant to 40 CFR, Section 33.301. The Six Good Faith Efforts are required methods employed by all EPA financial assistance agreements to ensure that all disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- b) Make information on forthcoming opportunities available to DBEs. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider the contracting process whether firms competing for large contracts could subcontract with DBEs.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **Contract Administration Provisions:**

The Subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.3020 which details contract requirements for Subrecipients utilizing subcontractors to complete all or part of its project work.

### **Bidder's List:**

Subrecipients with a combined total of \$250,000 or more in any fiscal year agree to create and maintain a bidder's list for the purpose of conducting competitive bidding until the subaward period expires. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts on EPA assisted projects, including MBE/WBE and non-MBE/WBEs. Additional information is provided in 40 CFR, Section 33.501 (b) and (c).

### **Indirect Cost Rate:**

Under the guidelines in 2 CFR 200.414, Subrecipients may not draw down indirect costs unless they:

- a) Have a current rate agreement;
- b) Have been approved for a flat 10% rate; or
- c) Have submitted, within 90 days of award, an indirect cost rate proposal to their cognizant Federal agency for review and approval and a final rate has been determined by the cognizant agency.
- d) Subrecipients are responsible for maintaining an approved indirect cost rate.
- e) Subrecipient with differences between their provisional rates and final rates are not entitled to more than the amount identified in the award for indirect costs without EPA approval.

Another resource is the "EPA Guide on How to Prepare an Indirect Cost Rate Proposal for a Non-Profit Organization," and may be found at <http://www.epa.gov/oqd/recipient/EPATraineeIndirect.pdf>.



## Conflict of Interest:

A conflict of interest (COI) may exist when there are outside interests or activities that can affect the transactions or undertakings of this agreement. EPA's Conflict of Interest Policy requires that Subrecipients have systems in place to address, resolve and disclose COIs described in Sections 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. The conflict of interest code must:

- Disallow conflicts of interests, real or perceived from being tolerated;
- Disallow the acceptance of gifts, tips or favors from contractors or potential contractors; and
- Provide penalties, sanctions, or other disciplinary actions for violations of the code by the Subrecipient's employees, officers, or agents or by the contractors or their agents.

In the event such a conflict of interest occurs, Subrecipient agrees to disclose any such COI to UNORTF, the pass-through entity, in accordance with Sections 5.0(d) and 7.0(c) of EPA's COI Policy. The pass-through entity must disclose the Subrecipient's COI along with the approach for resolving the COI to the EPA Grants Specialist within 30 calendar days of receiving notification of the COI by the Subrecipient.

## Independent Entity:

Subrecipient certifies it is an independent entity and not an employee or agent of the University of New Orleans Research and Technology Foundation, Inc.

## Mandatory Disclosures:

As per OMB's [Uniform Guidance \(2 CFR 200\)](#), Subrecipient must disclose to the pass-through entity, as soon as possible, all violations of Federal criminal law involving fraud, bribery, gratuity violations potentially affecting the Federal award. Non-Federal entities, including the Subrecipient are required to report certain civil, criminal, or administrative proceeding to UNORTF for entry into the System for Award Management (SAM). Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.338 \(Remedies for Non Compliance\)](#), including suspension and debarment.

## Single Audit Act (A-133 Audits):

In accordance with [2 CFR 200.501](#) and [OMB Circular A-133](#), the Subrecipient hereby agrees to obtain a single audit if their organization expends \$750,000 or more in total Federal funds in their fiscal year.

- **Single Audits:** A-133 Audits are performed by independent public accounting firms employed by the Subrecipient organizations.
- **Costs:** Costs for the A-133 Audits are the responsibility of Subrecipient organizations but are allowable as charges to the grant project(s). The costs of the A-133 audit can be considered either direct costs or allocated as part of the grantee's indirect costs pool. The costs of the audit must be approved in the grant budget in order to be eligible. If audits are to be charged to the grant as an indirect cost, then the recipient's indirect cost rate must be approved by its Federal cognizant agency. A Subrecipient's cognizant Federal agency is the Federal agency that provides the most Federal financial assistance to that organization.
- **Additional information:** Subrecipients may find additional information on the a-133 circular which is found at: [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)
- **Audit Finding Reporting Requirement:** Any audit findings pertaining to the Subrecipient's project under the Prime Award must be immediately reported to UNORTF.

## Personnel Policy/Employee Handbook:

Subrecipient organizations should have personnel policies that address hiring, position classification, duties, evaluations/raises/promotions, salaries, leave, fringe benefits, and equal employment opportunities in accordance with [OMB Circular A-122, Attachment B, Section 8](#). These are necessary to ensure:

- Qualified individuals are working on the project;
- Salaries and fringe benefits are reasonable;
- Salaries and fringe are charged consistently and equitably to the project, as well as consistently to all individuals throughout the organization.

### Authorized Representatives and Key Contacts:

- **Key Personnel:** Those individuals listed as key personnel for an agreement (i.e. Project Manager, Authorized Representative who signs the Award Document, FFR, and Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Utilization reports) must be employees of Subrecipient organization. These individuals have already been identified on the *Key Contacts Form*, which is part of the original grant application. It is the Subrecipient's responsibility to let UNORTF know as soon as possible when there are changes to key personnel.

## 7 PROGRAMMATIC GENERAL TERMS AND CONDITIONS

### Project Management:

The programmatic terms and conditions reflect on the Subrecipient's ability to manage a project. Project management will be closely monitored by the pass-through entity throughout the Subaward Agreement's project and budget periods. Effective implementation of the scope of work involves a jointly-supported, strong ongoing collaboration between the Subrecipient, pass-through entity, and EPA. Technical assistance and coordination will be routine. EPA and the pass-through entity will maintain a continuous dialogue for the rapid identification, solution, and escalation of problems to top level managers.

### Sufficient Progress:

EPA's grant policy mandates that Subrecipients **MUST** make sufficient progress on their projects. Sufficient progress will be measured by examining the performance required under the workplan in conjunction with the milestones schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The pass-through entity may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

### Inability to Start or Complete Project:

Subrecipients who encounter problems or delays beyond their control that block them from executing project work tasks, meeting milestones, or are unable to start and/or complete project work **MUST IMMEDIATELY** contact UNORTF for guidance and consideration of available options:

- A new workplan may be developed and approved by EPA for an alternate project that can be completed by the Subrecipient during the period of performance.
- The balance of unliquidated project funds may be reallocated to another PRP Subrecipient who may be able to complete an eligible project within the period of performance. See *Unliquidated Obligations* under *FINANCIAL MANAGEMENT REQUIREMENTS*.
- Subrecipients **MUST** make every effort to act timely in taking the proper steps to avoid the loss of federal funding if project work cannot be started or completed.

## 8 PERFORMANCE REPORTING

Additional programmatic conditions include required performance progress reporting. Subrecipient agrees to comply with the **Schedule of Reporting Requirements** as shown in **Attachment #3** for submitting to UNORTF the required project reports on performance, progress, quality assurance, and financial information.

### Semi-Annual Performance Reports:

Subrecipient must electronically submit semi-annual performance reports for the duration of their project under this Agreement. **It is important that performance reports accurately reflect the progress made in the project during each reporting period.** In accordance with 2 CFR 200.328, the Subrecipient agrees to include in performance reports submitted under this agreement, brief information on each of the following areas:

- 1) A comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA approved workplan;
- 2) Reasons why anticipated outputs/outcomes were not met;
- 3) Reasons for any task deviations;
- 4) Justifications for deviations;
- 5) Justifications for timeline adjustment requests;
- 6) Significant events or activities;
- 7) Reasons why invoices for reimbursement were not submitted timely (monthly or quarterly);
- 8) Accounting for allocated Federal funding being spent to complete each task and/or subtask listed in their approved workplan;
- 9) Other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- 10) Performance reports are also required for projects having no activity during the reporting period.

In accordance with 2 CFR 200.328, Subrecipient agrees to make timely notifications to UNORTF of problems, delays, or adverse conditions which materially impair their ability to meet the outputs/outcomes specified in their EPA approved workplan.

**Submittal Dates:** Semi-annual performance progress reports **MUST** be submitted to UNORTF for the duration of the agreement, as follows:

<u>Reporting Period</u>	<u>Due Date</u>
October 1 through March 31:	April 15
April 1 through September 30:	October 15

### Performance Reporting by the Pass-Through Entity:

UNORTF is required by 2 CFR 200.331(d) to report on its Subaward monitoring activities. Examples of items that must be reported are:

- Summaries of results of reviews of financial and programmatic reports.
- Summaries of findings from site visits and/or desk reviews to ensure effective Subrecipient performance.
- Environmental results achieved by the Subrecipient.
- Summaries of audit findings and related pass-through entity management decisions.
- Actions the pass-through entity has taken to correct deficiencies such as those specified in 2 CFR 200.331(e), 2 CFR 200.207 and 2CFR Part 200.338 - *Remedies and Noncompliance*.

### Annual MBE/WBE Reports:

The Subrecipient agrees to complete and submit annually to UNORTF a Minority Business Enterprise ("MBE") / Women's Business Enterprise ("WBE") by completing EPA Form 5700-52A, "MBE/WBE Utilization under Federal Grants, Cooperative Agreements and Interagency Agreement." Reports are due for the period beginning with the

Federal fiscal year quarter the Subrecipient receives the Subaward and continuing each year until the Project is completed.

<u>Reporting Period</u>	<u>Due Date</u>
October 1 through September 30	October 15

### Final Project Performance and Financial Reports:

The final project performance and financial reports are due at the end of the project within **sixty (60) days** of project completion.

The reports will include any agreed upon work product(s) resulting from the project and the following information:

- 1) An abstract or overview of the project including completed workplan activities;
- 2) A comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan;
- 3) Reasons why anticipated outputs/outcomes were not met;
- 4) Other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs;
- 5) The methods to be used to effectively disseminate project information and/or continue the benefits of this project (although the project itself may not be continuing); and
- 6) Materials generated in connection with project activities (e.g., workshop announcements, photographs, charts, blueprints, newspaper/newsletter announcements, articles or releases, press packets, pamphlets, etc.).

### Final MBE/WBE Report:

A final MBE/WBE report must be submitted within **sixty (60) days** after the Subaward Period of Performance ends. This Subaward will not be officially closed without submittal of all the MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's homepage at [www.epa.gov/osbp](http://www.epa.gov/osbp).

### Quality Assurance Project Plans (QAPP):

Quality Assurance applies to all assistance agreements that include: 1) direct measurement, sampling or observation activities, 2) environmental modeling, 3) use of existing data, 4) use of survey results, or 5) calculation of environmental outcomes must prepare and implement a Quality Management Plan.

- a) 2 CFR 1500.11 requires Subrecipients to develop a written Quality Assurance Project Plan (QAPP) commensurate with the degree of confidence needed for the environmentally related data operations.
- b) The QAPP shall consist of quality assurance practices containing policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions and malfunctions.
- c) The QAPP shall comply with the guidelines specified in the document entitled "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations," EPA QA/R5. EPA Quality Policy is available at <http://www.epa.gov/quality>.
- d) Subrecipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process.

If it is determined that a project requires a QAPP, the Subrecipient shall develop and implement a written Quality Assurance Project Plan to comply with the guidelines specified below:

- **Sixty (60) days** prior to the initiation of any environmental measurements or data generation/manipulation, or the expiration of an approved Quality assurance Project Plan ("QAPP"), the Subrecipient shall submit to UNORTF, for review/evaluation, a written QAPP for this grant project.
- UNORTF will forward complete QAPPs to EPA for review and approval.

- Any related project costs incurred (on a task requiring a QAPP) prior to approval of the QAPP by EPA will be ineligible for reimbursement.

### **Secondary Quality Assurance Project Plans (Secondary QAPP):**

A Secondary QAPP is used when the Subrecipient's project includes data research involving the gathering and/or use of existing environmental data for purposes other than those for which they were originally collected.

Subrecipients utilizing secondary data are expected to make quality assessments of the data to assure it is accurate, current, and scientifically defensible and that the corresponding tools and processes used to generate such data and knowledge will render reliable assessments that can be used in a variety of decision-making activities: regulatory, protection, design, planning, restoration prioritization, funds allocation, etc.

Secondary data may be obtained from many sources, including literature, industry surveys, handbooks, and scientific literature, compilations from computerized databases and information systems, and computerized or mathematical models of environmental processes.

- For such projects, a Secondary QAPP template is available from UNORTF's primary contact.
- If primary data will also be generated as part of the project as well as secondary data, then the two components may be incorporated into the associated QAPP, forming one document.

### **Quality Management Plan:**

UNORTF prepares and submits to EPA an annual Quality Management Plan or update for the PRP award. Quality Management Plans will not be funded in subrecipient projects.

### **Geospatial Data:**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

## **9 CONTRACTING AND CONSULTING**

### **Doing Business with Other Persons:**

The Subrecipient shall fully comply with [Subpart C of 2 CFR Part 180 and 2 CFR Part 1532](#), entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Also see *Conflict of Interest* in Section #6 and *Procurement Procedures* in Section #10.

- **Covered Transactions:** Subrecipient is responsible for ensuring that any lower tier covered transaction as described in [Subpart B of 2 CFR Part 180 and 2 CFR Part 1532](#), entitled "Covered Transactions," includes a term or condition requiring compliance with Part C.
- **Use of a Contractor or Consultant:** In contrast to the definition of Subrecipient, the provisions of [2 CFR 200.330\(b\)](#), recognize there are situations where Subrecipients may seek to complete their project work through ancillary services arranged through a procurement contract from entities outside of the organization. Procurement contractors (including individual consultants) typically provide goods and services on commercial terms, operate in a competitive environment and a reasonable profit is allowable.
- **Reporting the Use of Contractors:** Subrecipients have an obligation of informing UNORTF when a procurement contractor is utilized to complete some or all PRP project work. Subrecipient acknowledges that failing to disclose information regarding their intent to use a contractor or consultant to perform ancillary

work to meet project objectives, as required at 2 CFR 180.335, may result in the delay or negation of this Subaward, or pursuance of legal remedies, including suspension and debarment.

- **Subrecipients Serving as Contractors to Another Subrecipient:** The regulations under 2 CFR 200.330 also allow Subrecipients, through their organizations, to serve as contractors (or vendors) in making contractual arrangements with other entities to provide to them the ancillary services they need to complete their project work to accomplish a public purpose or meet their contractual obligations under a Federal program. Subrecipients only receive reimbursement for their actual direct or approved indirect costs such that they do not "profit" from the transaction and Subrecipients are subject to the same Federal requirements as the pass-through entity.
- **Assurances Required for "Subrecipient/Contractor Relationships":** The PRP Subrecipient serving as a Contractor as well as a PRP utilizing another PRP as a Contractor to complete project work are required to sign assurances to acknowledge their understanding of the provisions and requirements relating to "Subrecipient/Contractor Relationships" and to assure they understand the restrictions against cross-over of Federal grant resources in fulfilling contractual roles.
- **Dedicated Local Matching Funds:** Federal grant funding awarded to a Subrecipient along with dedicated local matching funds must be expended solely on those project activities outlined in the Subrecipient's approved project workplan and in accordance with the Subaward Agreement. (See *Local Match Commitment* in Section #10, below).
- **Accounting and Administrative Systems:** The Subrecipient must have accounting and administrative systems in place to track and document funding activities on multiple projects, and for tracking and documenting personnel time (staff or volunteer) and travel activities for those individuals working on multiple activities or cost objectives in order to avoid any cross-over of Federal grant resources or local matching project funds in fulfilling a contractual role on another project or for an outside entity.
- **Consultant Fee Cap:** The use of Federal funds in this Agreement in the compensation rate paid to individual consultants retained by the Subrecipient's shall be limited in accordance with provisions set forth in 2 CFR 1500.9.

## 10 FINANCIAL MANAGEMENT REQUIREMENTS

### Internal Controls:

In accordance with 2 CFR 200.303, all Subrecipients must have written operating procedures to ensure effective physical control over and accountability for all cash, funds, real and personal property, and other assets purchased, provided, or otherwise associated with the EPA/PRP grant funds.

These procedures must also include the training of management and employees on the importance of internal controls, as well as a timeframe in which all procedures will be reviewed.

Each Subrecipient is also responsible for informing their subcontractors of all applicable policies and regulations, and of monitoring the performance of those subcontractors as it relates to the expenditure of funds provided by EPA/PRP.

### Commingling of Project Funds:

Commingling of project funds is not allowed. As stipulated in 2 CFR 200.302, the following requirements must be met for any type of accounting system to appropriately account for EPA/PRP awards:

- Account for each award/grant separately. This means the Subrecipient must have written procedures to maintain separate records on an agreement-by-agreement basis (including authorizations, obligations, obligated balances, assets, expenditures of Federal funds, required cost sharing, program income) that distinguish one agreement from another agreement and can be supported by source documentation.
- Effective control over, and accountability for, all funds, property, and other assets. The Subrecipient must adequately safeguard all assets and assure that they are solely for authorized purposes.
- Comparison of expenditures with budget amounts for each Federal award.

- Track federal funds and non-federal matching funds separately.
- Record in-kind contributions in the system as both revenues and expenses.
- Identify costs by program year and budget category.
- Identify costs by budget line item.
- Differentiate between direct and indirect costs or administrative costs.

For example, salaries, travel expenses, and contract invoices from one agreement cannot be deposited into a central funding account and then used to pay for expenditures associated with a different agreement.

Similarly, equipment and supplies purchased for one agreement cannot be used on another agreement unless costs are shared through an approved allocation methodology.

### **Allowable and Unallowable Costs and Activities:**

Except where otherwise authorized by statute, costs must meet the following criteria in order to be allowable under Federal awards (2 CFR 200.403):

- a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
- d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as indirect cost.
- e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
- g) Be adequately documented.

**Allowable** costs are those that have been pre-authorized in the Subrecipient's EPA-approved workplan.

- For items not included in approved project workplans, Subrecipients must submit requests to UNORTF for EPA's prior approval to purchase.
- Subrecipients requesting authorization to make specific purchases greater than \$25,000, such as large equipment, automobiles, etc., must provide documentation demonstrating that the proposed cost for the item is the best price the Subrecipient was able to obtain. Three price quotes may be required for such purchases.

A cost is **reasonable** if the nature of the goods or services to be acquired or applied, and the amount involved reflect the action that a prudent person would have taken under the prevailing circumstances when the decision to incur the cost was made.

A cost is **allocable** if there is a direct relationship between the cost and the project.

- All Subrecipients should be familiar with the uniform requirements that govern which costs may be charged to a grant. See 2 CFR 200.403-411.

### **Local Match Commitment:**

The local match requirement for Lake Pontchartrain Basin Restoration Program is mandated by Public Law 112-237 – December 28, 2012 authorizing Federal funding to pay not more than 75% of total grant costs. The resulting local match (or co-funding from non-Federal funds) of 25% of project costs is a resource commitment when added to the Federal grant commitment, constitutes the total grant amount and represents the cost agreed upon to implement the project.

- **Dedicated Local Matching Funds:** Federal grant funding awarded to a Subrecipient along with dedicated local matching funds must be expended solely on those project activities outlined in the Subrecipient's approved project workplan and in accordance with the Subaward Agreement.

Local match contributions may include cash match, in-kind, or volunteer services from non-Federal sources. The Subrecipient must maintain documentation that demonstrates contributions meet the following criteria:

- The local match commitment must be 25% of project cost. Subrecipients desiring to dedicate additional amounts to their projects may account for these funds separately in their organization's accounting system.
- The amount pledged is calculated into the total grant funding.
- All match commitments must be fully documented to be consistent with the workplan outline in the Subaward Agreement.
- Match contributions must not be included as contributions for any other Federally-assisted project or program.
- Forms of cost report must identify the source of matching funds.
- Contributions must be necessary and reasonable for proper and efficient accomplishments of project or program objectives.
- Contributions must be allowable under the applicable cost principles.
- Contributions must be entered into the sub-grantee accounting records and be auditable from those records.
- Expenditures must also be documented on the summary which is a companion document to invoices submitted by the Subrecipient for project expense reimbursements.
- Volunteer services furnished by third-party professional and technical personnel consultants and other skilled and unskilled labor may be counted as cost sharing or local matching if the service is an integral and necessary part of an approved project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the Subrecipient entity or consistent with those paid for similar work in the labor market in which the Subrecipient organization competes for those kinds of services - 2 CFR 200.306(e). Volunteer services may only be used toward the local match funding on one federal grant.
- All reports of volunteer services must give the supervisor's name and include a certification that all information reported is true and accurate to the best of his/her knowledge.
- Projects must meet their full local match commitment in executing their project budget.
- UNORTF will monitor the utilization of local match expenditures to meet project objectives as outlined in the workplan and in accordance with cost sharing and matching commitments under 2 CFR 200.306(b)(1).

### **Pre-Award Costs:**

Pre-award costs are approved by EPA, the funding agency. In accordance with 2 CFR 1500.8, approved pre-award costs may allow subrecipients to charge pre-award costs (both Federal and non-Federal matching shares) incurred up to ninety days from the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

### **Expense Reimbursements and Performance Reporting:**

Submitting forms of cost reports with supporting documentation to request reimbursements of eligible project expenses shall constitute a report of project performance. Subrecipients are required to relate financial cost data to task performance and the accomplishments of each task component or subunit. The Subrecipient's performance should be measured in a way that will help EPA and the pass-through entity improve program outcomes, shared lessons learned, and spread the adoption of promising practices. 2 CFR 200.301.

Requests for reimbursements may be submitted by email or through the U.S. Postal System. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

A Subrecipient may charge to the Federal award only allowable costs incurred during the period of performance and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or pass-through entity (2 CFR 200.309).

The request for reimbursement must include an invoice and submitted monthly or quarterly for completed project work.



- a. Invoices SHOULD be submitted monthly but no later than quarterly for completed project work or otherwise provide explanation (no less than quarterly) explaining lack of invoicing/inactivity.
- b. UNORTF shall reimburse Subrecipient not more often than monthly for the portion of allowable costs incurred in accordance with the budget that have not been previously reimbursed. Reimbursement will be made within **30 days** after receipt of a complete and correct invoice package.
- c. The cumulative amount of reimbursement shall not exceed the Federal Funding indicated in the Subaward approved budget.
- d. Requests for reimbursement must include the Subrecipient's standard invoice relating to a sales transaction and indicating the products and services provided, the period in which they were provided, and agreed prices for those products or services the seller has provided to the Subrecipient. The invoice must also include the Subaward number, the period during which project activities were performed, services and/or products provided, and deliverables submitted.
- e. Each invoice shall be accompanied by a completed. This form must show for both Federal funding and local match commitment in the approved Subaward budget; the amount expended for each component or unit of the task during the reporting period; federal expenditures and match commitment for the current period; cumulative federal expenditures and match commitment; and balance of federal funding and match commitment for the Subaward.
- f. Invoices must be submitted to the UNORTF primary contact included on the **Authorized Representatives and Key Contacts** form in **Attachment #2**.
- g. Subrecipient is responsible for retaining all original documentation supporting their request for reimbursement. Such documentation must be made available to UNORTF upon request.
- h. Subrecipients must consider invoices to be reflections of progress on project work tasks and indicators of achievement toward meeting milestones in approved workplans.

#### Withholding Payments:

- a. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- b. UNORTF as well as EPA may opt to deny payment for all or part of the reported cost(s) if the Subrecipient remains incomplete, incorrect, or out of compliance.

### **Program Income:**

#### Applicability:

Program income is defined in 2 CFR 200.307 as "gross" income earned by a Subrecipient from activities which are supported (or sponsored) by the direct costs of the Subaward.

#### Examples of Program Income:

Program income includes but is not limited to:

- Income from fees earned from services performed under the project, such as laboratory tests
- Registration fees from participants attending conferences or workshops sponsored by the project
- Income from sale of publications or educational materials sponsored by the project
- Sales of commodities or items fabricated under the Federal award such as apparel, memorabilia, or artifacts
- Use or rental of real or personal property acquired under the Federal award

#### Use of Program Income:

Program income should only be used for the following purposes and as authorized by EPA per OMB Circular:

- Added to funds committed to the project by the Federal awarding agency and Subrecipient can use to further eligible project or program objectives,

- Used to finance the non-Federal share of the project or program, or
- Deducted from the total project or program allowable costs in determining the net allowable costs on which the Federal share of costs is based.

#### Subrecipient Responsibilities for Program Income:

- Accurately assessing the potential for the generation of program income;
- Accurately categorizing income as program income;
- Accounting for program income in accordance with the terms and conditions of the Subaward;
- Maintaining appropriate documentation on earning/use of program income;

#### Tracking and Reporting Program Income:

Program income is reportable regardless of the method of accounting utilized to track it. Subrecipients generating program income **MUST** indicate in their Semi-Annual Performance Progress Reports:

- Program income generated during the reporting period
- How the program income was applied to their Subaward
- Total amount of program income expended
- How and when the program income is expended
- Unexpended program income
- How the Subrecipient organization plans to utilize any unspent program income.

#### **Grant Funds for Educational and Outreach Projects:**

Grant funds for educational and outreach projects may range from 0-15% of the total federal grant amount. If the 15% cap is reached at the time project funds are awarded, future budget changes will not allow costs for educational and outreach activities to expand beyond the 15% cap by transferring funds from other cost categories.

#### **Unliquidated Obligations:**

Subrecipients who encounter problems or delays beyond their control that block or hinder them from executing project work tasks or meeting milestones and are unable to start and/or complete project work **MUST** immediately contact UNORTF for guidance and consideration of available options:

- A new workplan may be developed and approved by EPA for an alternate project that can be completed by the Subrecipient during the life of the award.
- The balance of project funds may be reallocated to another Subrecipient who may be able to complete an eligible project within the life of the award.
- Subrecipients **MUST** make every effort to act timely in taking the proper steps to avoid the loss of project funds if circumstances prevent the project from being started or completed.

#### **Personnel (Personnel and Fringe Benefits):**

The Personnel category should only include direct costs for the salaries of employees of the Subrecipient organization as provided for in OMB Circular A-122 Attachment B, Subsection 8(m). Personnel costs **DO NOT** include:

- Costs for services of consultants, contractors, consortia members, or other partner organizations, that are procured through a formal contract, which must be included in the "Contractual" category;
- Costs for employees of Subrecipients under Subawards, or partner organizations donating their time to the project – these costs belong in the "Other" category; or
- Efforts that are not directly in support of the project or are otherwise unallowable.

## Procurement Procedures:

The Subrecipient must have written procurement procedures that meet the following procurement system requirements set forth in Procurement Standards, 2 CFR 200.318, 2 CFR 200.319, 2 CFR 200.320, and 2 CFR 200.321. These standards are used in establishing procedures for procurement of supplies, equipment and other services which cost is borne in whole or in part as a condition of this Subaward.

Subrecipient policies for expenditures using federal grant funds must ensure the entity will:

1. Avoid unnecessary purchases and duplications;
2. Encourage the most economical purchases (Lease vs. Purchase, etc.);
3. Use common goods and services, such as state term contracts, etc., to get the best deals;
4. Use Federal surplus items in lieu of purchasing additional items;
5. Award contracts only to responsible contractors based on such things as organizational integrity, past performance, etc.
6. Provide full and open competition, by NOT:
  - a. Placing unreasonable requirements on firms to qualify to do business;
  - b. Requiring unnecessary bonding or experience from a firm to qualify;
  - c. Allowing noncompetitive pricing between vendors;
  - d. Using retainer contracts;
  - e. Allowing organizational conflicts of interest;
  - f. Specifying brand names instead of allowing "equal" quality products; or
  - g. Applying any other arbitrary action that unfairly discourages competition.
7. Avoid geographical preferences, except those required by law;
8. Identify all qualifying requirements in the request for proposals;
9. Include written selection procedures for procurement to ensure clear, accurate description of the technical requirements for a material, product, or service; and
10. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable. (See *Six Good Faith Efforts* in Section #6).

## Procurement Records:

Subrecipients must maintain procurement records which detail the history of project purchasing, including

1. The method of procurement and why it was chosen;
2. The type of contract used;
3. Contractor selection and the basis for it; and
4. The basis for the contractor's price.

## Purchasing Process Required:

- Goods/Services Under \$50,000:  
Subrecipient organizations may follow informal purchasing policies as adopted by their governing boards. Informal purchasing processes often involve solicitation of informal bids to ensure the best price. Subrecipients that are subject to stricter policies for procurement must follow those restrictions.
- Goods/Services more than \$100,000  
All Subrecipient organizations must use formal purchasing procedures including formal advertising of the bid process. Federal regulations require the formal purchasing procedures to include:
  1. Formal advertising;
  2. Sealed bids
  3. Public bid opening process, at time and place advertised in invitation for bids; and
  4. Written awarding of a fixed price contract to the lowest bidder.

Travel Procedures:

For travel costs charged against Subawards under this Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Subrecipient in its regular operations as the result of the Subrecipient's written travel policy. If the Subrecipient does not have written travel policies established, the Subrecipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles in 2 CFR 200.474.

Costs for Food and Refreshments:

If the costs for food and refreshments were not specified in the approved workplan, the Subrecipient must obtain prior approval for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events).

**Equipment Management:**

Subrecipients must obtain EPA's pre-approval to use federal funds to purchase equipment costing over \$5,000 and having a useful life of at least one year in accordance with 2 CFR 200.213.

- Pre-approval is accomplished by including such planned equipment purchases in the Subrecipient's original workplan proposal submitted to EPA.
- Subrecipients planning to purchase equipment that was not included in the approved workplan must submit a request for pre-approval to UNORTF describing the equipment, listing the vendor, reason for the request and a budget.

The title to equipment acquired by a Subrecipient with Federal funds, or its own funds, vests in the Subrecipient.

The Subrecipient must maintain written documentation for equipment obtained with project funds that adheres to the provisions provided in 2 CFR 200.439 to include use of equipment, management of equipment, and disposal of equipment.

**11 NEGOTIATING CHANGES AND REVISIONS**

The approved budget for the Federal awards summarizes the financial aspects of the project or program as approved during the Federal award process. Based on the guidelines in 2 CFR 200.308, Subrecipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to approved projects. However, unless waived by EPA, certain types of post-award changes in budgets and projects shall require EPA's prior written approval.

**Changes Requiring Formal Amendments:**

If it becomes necessary to significantly change a Subaward, the Subrecipient is required to report deviations from the approved budget, project scope or objective, or period of performance to UNORTF to secure prior written approval from EPA. Accordingly, the following changes/revisions require formal amendments:

- a) Period of Project Extensions: Generally, Subrecipient workplans are requested for periods of one to three years. EPA issues PRP awards for a period of three years with provisions of extending the award up to a maximum of five years. Subrecipients must submit written requests to UNORTF at least **30 days** in advance for no-cost project extensions. The written request must include: a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports not required by the general, administrative, and/or programmatic terms and conditions of this assistance

agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request. 2 CFR 200.308(d)(2).

- b) Work Scope Revision: Revisions may be made to the objectives or scope of the project which may or may not require a no-cost project extension. 2 CFR 200.308 (c)(i).
- c) New Workplan: 2 CFR 200.308(b). A new workplan may be required if execution of the original workplan is not feasible or no longer needed.
- d) Budget Revisions: Budget revisions may involve shifting funds among tasks that have already been described in the approved workplan. Subrecipients should submit their request giving reason for budget revisions, such as cost overruns or unit cost increase. Subrecipients are expected to exercise due diligence in developing and managing their project budgets to avoid making budget revisions for the purpose of "juggling" funds across cost categories. 2 CFR 200.309
- e) Equipment: If such equipment was not approved in the original workplan see 2 CFR 200.308(c)(iv)
- f) New Contractor: Hiring a new contractor to perform tasks not originally included in the Subaward Agreement see 2 CFR 200.308(c)(vi).
- g) Inability to start or complete project.

### Changes Requiring Informal Amendments:

Changes which require EPA approval but may not require a formal amendment must be submitted in writing to UNORTF in advance for review. Examples of such changes include:

- a) A change in key personnel specified in the application or award document (2 CFR 200.308 (b)(ii)).
- b) The disengagement or absence of more than three months or a 25% reduction in time devoted to the project by the approved project director or principle investigator. 2 CFR 200.308(c)(iii).
- c) Specific transfers of project funds:
  - a. The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.
  - b. The transfer of funds allotted for training allowances to other categories, unless described in the application and funded in the approved Subaward, or transferring or contracting out work under an award.
  - c. The transfer of funds among direct cost categories or program, functions and activities that do not exceed 10% of the Federal share of the award.
- d) Other changes in Subrecipient contact information (addresses, telephone numbers, etc.).

## 12 SUBRECIPIENT MONITORING

UNORTF, as grant recipient and pass-through entity, shall monitor the activities of the Subrecipient as necessary to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward performance goals are achieved, in accordance with 2 CFR 200.331.

### Monitoring Activities:

Pass-through entity monitoring of the Subrecipient shall, at least, include the following:

- (a) Reviewing financial and programmatic reports required by the pass-through entity
- (b) Serving as the focal point for programmatic and technical issues
- (c) Verifying through risk monitoring to ensure that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means
- (d) Review of program policies and procedures
- (e) Plan oversight reviews of Subrecipient's management of Subaward agreements
- (f) Serving as liaison between Subrecipients and EPA for overall administration
- (g) Subrecipient will be issued a management decision from the pass-through entity for audit findings pertaining to the Federal award provided to the Subrecipient from the pass-through entity, as required by 2 CFR 200.521.

Subaward recipients should have the following documents available for monitoring and audits:

- A copy of Subaward agreement and any amendments
- Accounting books and records covering receipt and disbursement of project funds, time and attendance records, travel, and other project-related cost, such as equipment
- Subaward bank account records and cancelled checks
- Copies of performance progress reports and all reports specified by the Subaward Agreement
- Copies of bills paid by project funds
- Copies of procurement documents relating to the selection of the contractor
- Copies of contracts awarded for work under the grant

Subrecipients will be notified by UNORTF (EPA or other regulatory agencies) of monitoring requirements.

### **Types of Grant Monitoring:**

UNORTF may utilize several methods of monitoring Subrecipients.

- **Substantive work with Subrecipients** via mail, email, or phone to address Subrecipient questions or grant manager concerns with Subrecipient compliance or performance.
- **Desk reviews**, similar to on-site reviews which include a comprehensive review of materials available through the Subrecipient file to determine administrative, financial and programmatic compliance, as well as Subrecipient performance.
- **On-site monitoring visits**, which include visiting a Subrecipient to verify Subrecipient activity and address any issues raised during the desk review.

### **Subrecipient's Risk Assessment:**

Additional requirements are imposed by the pass-through entity as required under [2 CFR 200.207](#) that reflect the Pass-through entity's assessment of Subrecipient project activities and the required level of monitoring activities based on factors included in [2 CFR 200.207\(b\)](#), such as: history of compliance or non-compliance; prior experience with same or similar Subawards; results of previous audits; whether new or substantially changed personnel or systems; size of project budget; inclusion or lack of complex project variables; extent and results of Federal awarding agency or the pass-through entity's monitoring; and overall ability to manage a Subaward. *(See Attachment #4: Subrecipient Risk Assessment & Responsibilities Chart).*

## **13 PROJECT RECORDS**

### **Subrecipient Project File:**

The Subrecipient is responsible for maintaining an official on-site Subaward project file containing any financial records, such as backup and supporting documentation; executed copy of Subaward agreement; quality assurance documentation; correspondence relating to the Subaward; programmatic reviews; copies of change amendments; site-visit reports; audit reports; closeout documents and checklists; any technical and administrative records, and any books or brochures of the Subrecipient, its subcontractors (or vendors) relating to this Subaward.

### **Access to Records**

Project files and records are subject to audit and inspection by UNORTF, its auditors, the Comptroller General of the United States and/or EPA. The Subrecipient is required to provide access to Subaward documents, papers, other records and books including records of its contractors and subcontractors related to the Federal award in order for the pass-through entity and auditors to make audits, examinations, excerpts, and transcripts and to verify compliance with [2 CFR 200.331](#) as well as [2 CFR Part 200, Subpart D](#), and Post Federal Award Requirements for Financial and Program Management in accordance with the requirements of [2 CFR Part 200, Subpart F, Audit Requirements](#) and [2CFR 200.336](#).

**Retention Requirements for Grant Records (2 CFR 200.333):**

- Project records must be maintained for a period of three (3) years after the project closes and the Final Financial Report has been made.
- If any litigation, claim or audit is started before the expiration of the three (3) year period, the records must be kept until all litigation, claims, or audit findings involving the project are closed.
- In the event audit has not been completed prior to the closeout of a Subaward, EPA retains the right to recover ineligible costs after fully considering the recommendations on disallowed costs resulting from the audit.

**Copyrighted Material and Data:**

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

**Patents and Inventions:**

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC, Sections 200.212 and 2 CFR 200.448 (Intellectual Property).

**14 CLOSEOUT OF PROJECT****Closeout Requirements:**

In accordance with 2 CFR 200.343, closeout is the systematic process by which UNORTF determines that all technical work and applicable administrative requirements under the cooperative agreement have been met upon completion of the project. Before a final invoice can be paid, UNORTF must certify that all technical reports and/or deliverables have been received and the Subrecipient has fulfilled its obligations under the Subaward.

**Submitting the Closeout Packet:**

Within **sixty (60) calendar days** after completing the project, the Subrecipient must submit its closeout packet containing all financial and performance progress reports along with other reports required by the terms and conditions of the Subaward Agreement:

- Closeout Checklist
- Final Invoice
- Final Project Performance Report
- Final Project Financial Report
- Final MBE/WBE Report: EPA 5700-52A
- Project deliverables
- Lobbying and Litigation Certification: EPA Form 5700-53
- Certification and release of any unliquidated/unobligated project funds

**Final Closeout Letter**

UNORTF will send a final letter to Subrecipient giving notification that their Subaward Agreement has been closed out.

## 15 PUBLIC POLICY REQUIREMENTS

*(See Attachment #6: Public Policies Requirements)*

EPA grant recipients and Subrecipients have an obligation to comply with the following public policy requirements:

### Civil Rights Obligations:

These terms and conditions incorporate, by reference, the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Pre-award Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable.

These assurances, policies, and terms and conditions obligate the Recipient and Subrecipient to comply fully with applicable civil rights statutes and implementing EPA regulations including Executive Order 11246, as amended, Section 13 of the Federal Water Pollution Control Act as amended 1972, which prohibits discrimination on the basis of sex in Clean Water Act-funded programs or activities.

In carrying out this agreement, the Recipient and Subrecipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- Any other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- As noted on the EPA Form 4700-4 signed by the Subrecipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

### Lobbying and Litigation:

#### For all Recipients and Subrecipients:

Nonprofit organizations, universities, and other non-government recipients of EPA grants, with very limited exceptions, may not use Federal grant funds or cost-sharing funds to conduct lobbying activities. These restrictions on lobbying activities are explained in 2 CFR 200.450. As a Subrecipient of EPA funds, you must be aware of and comply with these restrictions.

The general objective of the restrictions is to prohibit the use of appropriated funds for lobbying, publicity, or propaganda purposes or any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; designed to support or defeat legislation.

Additionally, a Subrecipient shall not lobby EPA, members of the PRP Executive Committee, UNORTF staff or board members, congressional members or their staff for the purpose of advancing their PRP proposals or to increase federal funding levels for their proposals.



These restrictions do not affect the normal sharing of information or lobbying activities conducted with the Subrecipient's own non-federal funds (so long as they are not used to match the grant funds).

### **Non-Procurement Debarment and Suspension:**

The debarment and suspension procedures are intended to prevent waste, fraud and abuse in Federal procurement and non-procurement actions. Debarment or suspension of an organization or individual excludes that company or individual from doing business with the Federal Government. These exclusions are intended to ensure that only responsible companies or individuals participate in contracts and financial assistance awards with the Federal Government. Examples of conduct resulting in a suspension or debarment by the Federal Government can include fraud under the Disadvantaged Business Enterprise program, falsification of documents relating to contract payments, falsification of credentials, or any other failure to follow the regulations and contract or financial assistance requirements. (2 CFR 180 & 1400: Non-Procurement Debarment and Suspension). Also see Section #9 *Contracting and Consulting*.

### **Trafficking in Persons:**

In accordance with Section 106 of the *Trafficking Victims Protection Act of 2000*, as amended and 2 CFR Part 175, you, as the Subrecipient, your employees, subcontractors (or vendors) and their employees under this Subaward, may not engage in severe forms of trafficking in persons during the period of time the award is in effect; procure a commercial sex act during the period of time this award is in effect; or use forced labor in the performance of the Subaward or contracts/subcontracts under the Subaward. Subrecipient must include the requirements of this section in any contract/subcontract that Subrecipient makes to a private entity.

#### Provisions applicable to any Subrecipient:

- The Subrecipient must inform UNORTF immediately of any violation received from any source alleging a violation of the prohibition of this award term;
- EPA reserves the right to terminate unilaterally a program for violation described in Section 106(g) of the "*Trafficking Victims Protection Act of 2000 (TVPA)*," as amended (22 U.S.C. 7104(g)), and
- This action is in addition to all other remedies for noncompliance that are available under this Subaward.

### **Minority Business Enterprise Development:**

Pursuant to *Executive Order 12432*, it is national policy to award a fair share of contracts to small and minority firms. EPA is strongly committed to the objectives of this policy and encourages all recipients and Subrecipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

### **Certification of a Drug-Free Workplace:**

The Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the *Drug-Free Workplace Act of 1998* and specific requirements set forth in 2 CFR Parts 182 & 1401. Additionally, in accordance with these regulations, the Subrecipient organization must identify all known workplaces under its Federal awards and keep this information on file during the performance of the awards.

### **Hotel-Motel Fire Safety:**

Pursuant to 40 CFR § 30.1 8, if applicable, and 15 USC § 2225a, the Subrecipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with Federal funds complies with the protection and control guidelines of the *Hotel and Motel Fire Safety Act (PL 101-391, as amended)*.

## Whistleblower Rights:

This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies under the *Whistleblower Protection Enhancement Act of 2012*.

- A whistleblower is a person who exposes any kind of information or activity that is deemed illegal, unethical, or not correct within an organization. The information of alleged wrongdoing can be classified in many ways: violation of company policy / rules, law, regulation, or threat to public interest / national security, as well as fraud, and corruption.
- A Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- The Subrecipient shall insert the substance of this clause, including this paragraph in all subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

## Recycled Paper:

When directed to provide paper documents, the Subrecipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

## Resource Conservation and Recovery Act:

Consistent with Section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the Subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

## Cybersecurity:

- a) The Subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable state law cybersecurity requirements to ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
- b) UNORTF, as the pass-through entity, must ensure that any connections between Subrecipient's network or information system and UNORTF's networks used by the Subrecipient to transfer data under this agreement, are secure.
- c) For purposes of this section, a connection is defined as a dedicated persistent interface between an organization's IT system and external IT system for the purpose of transferring information.
- d) Transitory, user-controlled connections such as website browsing are excluded from this definition.

## 16 ACKNOWLEDGMENT REQUIREMENTS

The Subrecipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

*"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (Subrecipient). The contents of this document do not necessarily reflect the views and policies of the Environmental*

*Protection Agency, nor does EPA endorse trade names or recommend the use of commercial products mentioned in this document.*

Subrecipients under the EPA Agreement are not required to receive EPA approval to use the EPA logo when used in accordance with the terms and conditions of their Assistance Agreement Subaward.

## 17 INDEMNIFICATION

The Subrecipient must execute this Subaward Agreement in good faith and in accordance with all applicable EPA statutory provisions and Federal laws and regulations. Each party shall be responsible for its negligent acts, omissions or willful misconduct and the negligent acts, omissions, or willful misconduct of its employees, officers, or directors, to the extent allowed by law. Furthermore, the Subrecipient shall hold harmless, defend and indemnify UNORTF from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement. This obligation shall survive the termination of this Agreement.

## 18 PROCESS FOR EXECUTION OF SUBAWARD AGREEMENT

<b>UNORTF</b>	Two identical sets of Subaward Agreement documents will be processed.  The authorizing official for the University of New Orleans Research and Technology Foundation, Inc. will sign the Subaward Identification Pages in both document packets and forward all documents to the Subrecipient Organization.
<b>Subrecipient Organization</b>	The Authorizing official for Subrecipient organization will receive the two (2) Subaward Agreement packets and must sign <ul style="list-style-type: none"> <li>• Both Subaward Identification Pages (already signed by UNORTF)</li> <li>• All certifications and assurances in attachments</li> </ul>
<b>Return to UNORTF</b>	Subrecipient organization returns the second set of documents to UNORTF: <ul style="list-style-type: none"> <li>• Subaward Identification Page (fully executed)</li> <li>• Notice of Subaward and Terms and Conditions</li> <li>• All Attachments <ul style="list-style-type: none"> <li>○ Approved Workplan</li> <li>○ <b>Signed</b> Certifications and Assurances</li> </ul> </li> </ul>
<b>Return Date</b>	Within thirty (30) days after receipt of Subaward Agreement
<b>Project Start</b>	Subrecipient agrees NOT to begin project until the fully executed Subaward agreement has been returned to UNORTF. Failure to do so will be at subrecipient's own risk.

ATTACHMENT #5  
EPA / Lake Pontchartrain Basin Restoration Program (PRP)

<b>Subrecipient Certifications</b>
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**Based on the responses to the following questions, Subrecipients may be required to submit additional information to UNORTF upon request.**

Subrecipient / Contractor Relationships	
Will a subcontractor be used to complete workplan activities?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is your organization a subrecipient serving as a subcontractor to another entity?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Indirect Cost Rate Questionnaire	
Did your organization include indirect costs in your budget?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Federal Funding Accountability & Transparency	
In the preceding fiscal year, did your organization receive 80% of its annual gross revenues from the Federal government?	<input type="checkbox"/> YES <input type="checkbox"/> NO
In the preceding fiscal year, were the organization's annual gross revenues from the Federal government more than \$25 million annually?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Program Income	
Is program income generated from approved project activities?	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>Name of Subrecipient Organization:</b>	City of Hammond		
<b>Signature of Authorized Representative:</b>			
<b>Typed or Printed Name:</b>	Pete Panepinto	<b>Date:</b>	

ATTACHMENT #6  
EPA / Lake Pontchartrain Basin Restoration Program (PRP)

**EPA Public Policies Requirements**

Grant recipient/pass-through entity is required to provide information to Subrecipients regarding EPA – Public Policy Requirements and Special Requirements. EPA grant recipients and Subrecipients have an obligation to comply with the following:

Public Policy Requirements:

*Section #6:*

- **Conflict of Interest**
- **Single Audit Report**  
*(Required for Subrecipients expending \$750,000 or more in Federal Funds in any fiscal year)*

*Section #15:*

- **Civil Rights Obligation**
- **Lobbying and Litigation**
- **Trafficking in Persons**
- **Certification of Drug-Free Workplace**
- **Hotel-Motel Safety**

*This will certify that I have been provided information on EPA's Public Policy Requirements and Special Requirements listed above:*

<b>Name</b>	Pete Panepinto
<b>Title</b>	Mayor
<b>Signature</b>	
<b>Date</b>	

**U.S. ENVIRONMENTAL PROTECTION AGENCY  
Washington, DC 20460**

**Preward Compliance Review Report for  
All Applicants and Recipients Requesting EPA Financial Assistance**

Note: Read instructions on other side before completing form.

I.	Applicant/Recipient (Name, Address, State, Zip Code).	DUNS No.
II.	Is the applicant currently receiving EPA assistance?	
III.	List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
IV.	List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
V.	List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))	
VI.	Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. Yes No a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). Yes No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. Yes No	
VII.	Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) Yes No a. Do the methods of notice accommodate those with impaired vision or hearing? Yes No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? Yes No c. Does the notice identify a designated civil rights coordinator? Yes No	
VIII.	Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))	
IX.	Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	
X.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.	
XI.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.	

**For the Applicant/Recipient**

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

**For the U.S. Environmental Protection Agency**

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized EPA Official

C. Date

See \* note on reverse side



United States  
ENVIRONMENTAL PROTECTION AGENCY  
Washington, DC 20460

OMB Control No. 2030-0020  
Approval expires 04/30/2021

BR-01F84101

EPA Project Control Number

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature and Date of Authorized Representative

The public reporting and recordkeeping burden for this collection of information is estimated to average 15 minutes per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**





**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;">-</td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> </table>		-			
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*