

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E05057 MODIFICATION NUMBER: 0 PROGRAM CODE: GL	DATE OF AWARD 08/05/2025
		TYPE OF ACTION New	MAILING DATE 08/08/2025
		PAYMENT METHOD: ASAP	ACH# 50053
		RECIPIENT TYPE: Municipal	
RECIPIENT: CITY OF DULUTH 120 CITY HALL 411 W 1ST ST DULUTH, MN 55802-1105 EIN: 41-6005105		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov PAYEE: CITY OF DULUTH 402 City Hall Duluth, MN 55802	
PROJECT MANAGER Cliff Knettel 411 W 1st Street Duluth, MN 55802 Email: cknettel@duluthmn.gov Phone: 218-730-4312		EPA PROJECT OFFICER Sakura Evans 77 W. Jackson Boulevard, G-9J Chicago, IL 60604 Email: Evans.Sakura@epa.gov Phone: 312-353-4323	
		EPA GRANT SPECIALIST Alicia Sanders Assistance Section, MA-10J 77 W. Jackson Boulevard Chicago, IL 60604 Email: sanders.alicia@epa.gov Phone: 312-886-1972	
PROJECT TITLE AND DESCRIPTION Waabizheshikana Segment 7 Design and Implementation The City of Duluth will produce preliminary and final engineering designs for a 0.6 mile segment of trail in Phase I, and install the trail in Phase II. This project supports the St. Louis River Area of Concern, as well as the Lake Superior LAMP priority 2.0 (Inherent Value, Use, and Enjoyment of Lake Superior). Phase I activities include preliminary and final engineering designs, as well as topographic/property survey, wetland delineation, easements, soil borings, permits, and Section 106. Phase II activities include installation of the 0.6 mile segment of trail. The anticipated deliverables include preliminary and final engineering designs, permits, and completed segment of trail. The expected outcomes include increased and enhanced availability of the remediated St. Louis River Estuary, improved connectivity for the local community, and increased recreational and educational opportunities for residents and visitors. The intended beneficiaries include all those who live, recreate, and visit the St. Louis River in Duluth, MN. No subawards are included in this assistance agreement.			
BUDGET PERIOD 10/01/2025 - 09/30/2028	PROJECT PERIOD 10/01/2025 - 09/30/2028	TOTAL BUDGET PERIOD COST \$ 560,000.00	TOTAL PROJECT PERIOD COST \$ 560,000.00
NOTICE OF AWARD Based on your Application dated 06/16/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 560,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 560,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 W. Jackson Boulevard, G-9J Chicago, IL 60604	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Robert Fields - Section Supervisor, Grants Management Officer by Robert Fields - Award Official Delegate			DATE 08/05/2025

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 560,000	\$ 560,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 560,000	\$ 560,000

Assistance Program	Statutory Authority	Regulatory Authority
66.469 - Geographic Programs - Great Lakes Restoration Initiative	Clean Water Act: Sec. 118(c) as amended by PL 114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2505HDX039	2425	B	05HCA	000BJ7XF1	4116	5501Q7	-	\$ 560,000
									\$ 560,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 560,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 560,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 560,000
12. Total Approved Assistance Amount	\$ 560,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 560,000
15. Total EPA Amount Awarded To Date	\$ 560,000

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425):

Interim Reports: rtpfc-grants@epa.gov AND Alicia Sanders sanders.alicia@epa.gov

Final Report: rtpfc-grants@epa.gov, Alicia Sanders sanders.alicia@epa.gov,
AND Region5Closeouts@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Sakura Evans, evans.sakura@epa.gov AND Alicia Sanders, sanders.alicia@epa.gov

Payment requests:

Sakura Evans, evans.sakura@epa.gov

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Sakura Evans, evans.sakura@epa.gov

Programmatic Conditions

A. Performance Reporting and Final Performance Report

In accordance with [2 CFR 200.329](#), the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

1. Semi-annual progress reports: Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 30** and **October 31** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (results achieved during the reporting period for all applicable [GLRI Action Plan IV](#) measures identified on pages 10-15 of the [GLRI Action Plan IV](#), in accordance with any direction provided by your EPA Project Officer and the GLRI Action Plan IV Measures Reporting Plan at [GLRI Action Plan](#)>, particularly: **Measure of Progress 1.1.1.**

(b) National Historic Preservation Act (NHPA) Section 106 status;

(c) Quality Assurance;

(d) Object Class Category changes;

(e) Corrective actions;

(f) Projected new work;

(g) Percent completion of scheduled work;

- (h) Percent of budgeted amounts spent;
- (i) Any change in principal investigator;
- (j) Any change needed in project period,
- (k) Date and amount of latest drawdown request along with expenditures for the reporting period; and
- (l) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

Grant progress reports must accurately reflect recipient's progress towards outputs and outcomes and all activities outlined in the approved work plan are being completed as agreed, and that the recipient is meeting the terms and conditions of the grant.

2.Final Report: The final Report shall incorporate all proposed project outputs and outcomes and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned.

Results shall include the cumulative results achieved during the project period for all proposed outputs and outcomes, including but not limited to all applicable [GLRI Action Plan IV](#) measures described in element 1 of the Semi-annual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate documentation of the project and environmental progress under the project at appropriate phases, including photos, illustrations, diagrams, charts, graphs, and maps as appropriate to support the project results and measures reported. In order for the report writing costs to be eligible under the award, the draft final report must be submitted to the PO prior to the grant expiration date. Electronic versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall indicate attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

A dataset (Excel or similar format) of field and laboratory data including but not limited to project latitude and longitude, date, time, field observations, parameter data, laboratory analysis, quality assurance data

Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

B. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must 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. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under [2 CFR 200.332\(d\)](#), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Approval under the Existing Agreement

Time and travel costs along with participation in professional meetings funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) and subrecipients seeking to attend professional meetings not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

1. Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs (per diem, mileage, lodging, parking/tolls, airfare, etc.). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

2. International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for international travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring international travel costs. This request must include an explanation on why this travel is necessary to effectively carry out the approved project(s), an itemized budget (per diem, mileage, lodging, parking/tolls, airfare), number of trips, number

of travelers, the country where international travel will occur, and the dates of travel if known. (The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk).

D. Use of Logos

If the GLRI logos are used on websites, outreach materials, reports or publications along with logos from other participating entities, the GLRI logo must not be prominently displayed to imply that any of the recipient's or subrecipient's activities are being conducted by the EPA. Instead, the GLRI logo should be accompanied with a statement indicating that the City of Duluth received financial support from the EPA under an Assistance Agreement.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events (such as groundbreaking events, ribbon cutting events, etc.) publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

F. Signage

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the City of Duluth received financial support in the amount of \$560,000 from the EPA.

G. Health, Safety, and Environmental Compliance

All laboratory and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

H. Management Practice

The recipient agrees to properly operate and maintain any best management practices implemented through this award in accordance with design standards and specifications-

I. Disposition of Wastes

The recipient agrees to dispose of all wastes in accordance with State and Federal regulation.

J. Timely Fiscal Expenditures

The recipient must ensure funds are expended in a timely manner commensurate with the progression of project activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must notify the EPA Project Officer of potential drawdown delays that exceed 180 days.

K. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information (data collection, production, or use) as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Assurance Project Plan (QAPP)
 - a. Prior to beginning environmental information operations, the recipient must:
 - i. Develop a QAPP,
 1. Prepare QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#),
 2. Submit the draft QAPP within 90-120 days after grant award or before EIO begins for EPA review, and
 3. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval before EIO begin.
 - ii. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
 1. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.
 - iii. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan AND a current EPA delegation to review and approve QAPPs.
 1. The EPA delegated State Agency should sign the GLNPO PO QA Determination Form
 2. The EPA delegated State Agency must submit the approved QAPPs to EPA according to the timeframe within the current, approved QMP.
 - b. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must

be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

2. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations (EIO), the recipient must:

i. Develop a QMP,

1. Prepare the QMP in accordance with the current version of EPA's [Quality Management Plan \(QMP\) Standard](#). Submit the document for EPA review, and

2. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

ii. Submit a previously EPA-approved and current QMP,

1. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

2. The recipient must submit the QMP within 90-120 days after grant award.

b. The recipient must review their approved QMP at least annually. If the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs, the recipient must submit the approved QAPPs to EPA according to the timeframe within the current, approved QMP. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of EIO, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

3. Visit [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

4. Other References

a. [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- b. [EPA QA/G-5: Guidance for Quality Assurance Project Plans.](#)

[40 CFR 35.](#)

- c. [EPA Quality Program Directives.](#)
- d. [EPA's Quality Program](#) website has a [list of QA managers.](#) and [Specifications for EPA and Non-EPA Organizations.](#)
- e. The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#)

L. National Historic Preservation Act

Pursuant to [36 CFR 800.2\(c\)\(4\).](#) EPA has authorized all assistance agreement recipients and applicants to initiate consultation under National Historic Preservation Act (NHPA) Section 106, [54 U.S.C. 306108](#) on behalf of EPA, for all grants, cooperative agreements, interagency agreements, and other projects under GLNPO's purview, including but not limited to the Great Lakes Restoration Initiative (GLRI), [33 U.S.C. 1268](#), and applicable appropriations acts and/or implementing regulations. EPA does not delegate its Tribal consultation responsibilities and will work with the recipient to carry out the appropriate actions.

While all assistance agreement recipients and applicants are authorized to initiate Section 106 consultation on behalf of EPA, EPA retains legal responsibility for findings and determinations required under the Section 106 process. In addition, when applicable, EPA will consult directly under Section 106 with Indian Tribes and Native Hawaiian organizations, pursuant to [36 CFR 800.2\(c\)\(2\)\(ii\).](#)

Prior to conducting or engaging in any on-site activity, the grantee shall consult with an EPA Project Officer regarding the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations. All Section 106 deliverables identified in the workplan must be submitted to the EPA Project Officer.

If unanticipated archaeological or human remains are discovered during earth-disturbing activities, stop work immediately and contact the EPA Project Officer. Do not engage in any earth-disturbing activities until an EPA official states work can resume.

M. Incremental Grant Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The Total Approved Assistance Amount identified on Line 12 of the budget table of this award is contingent upon the availability of funds appropriated by Congress for the purpose of the Great Lakes Restoration Initiative, the availability of future year budget authority, and substantial progress toward meeting the objectives of the award. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement. When considering the next increment timing, EPA will evaluate the existing unliquidated obligation when determining whether the remaining unawarded funds are required to achieve the objectives of the workplan.

N. 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 <https://www.fgdc.gov/>.

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Email Attachments. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact your Project Officer with any questions and they can forward any issues to relevant EPA geospatial data management team. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

O. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number [FEM-2012-02I, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), The recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented by maintaining the approved QMP and/or QAPP in the grant file.

P. Leveraging

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated 06/26/2025. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated 06/26/2025. EPA may take action as authorized by [2 CFR Part 200](#) and/or [2 CFR Part 180](#) as applicable.

Per the above agreement, recipients are not required to sign this award. Acceptance of the award is defined as the start of work, drawing down funds, and/or not declining the award via written notice.

To enter this agreement and follow standard practice for agreements, the City of Duluth will obtain signatures of the proper City officials:

CITY OF DULUTH MINNTE SOTA

By: _____
City Administrator, Matthew Staehling, per delegated authority

Date

Attest:

By: _____
Alyssa Denham, Interim City Clerk

Date

Countersigned:

Josh Bailey, City Auditor

Approved as to form:

Terri Lehr, City Attorney