

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00E03811 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> GL	<b>DATE OF AWARD</b> 09/21/2024
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/25/2024
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 50053
		<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> CITY OF DULUTH 411 W 1ST ST Duluth, MN 55802-1105 EIN: 41-6005105		<b>PAYEE:</b> CITY OF DULUTH 411 W 1ST ST Duluth, MN 55802-1105	
<b>PROJECT MANAGER</b> Cliff Knettel 411 West 1st Street Duluth, MN 55802-1105 Email: cknettel@duluthmn.gov Phone: 218-730-4315	<b>EPA PROJECT OFFICER</b> Bart Mosier 77 W. Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Mosier.Bart@epa.gov Phone: 312-353-4513	<b>EPA GRANT SPECIALIST</b> Jeffrey Reid Assistance Section, MA-10J 77 W. Jackson Blvd. Chicago, IL 60604-3507 Email: reid.jeffrey@epa.gov Phone: 312-886-3224	
<b>PROJECT TITLE AND DESCRIPTION</b> St. Louis River Estuary Public Access See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 10/01/2024 - 09/30/2026	<b>PROJECT PERIOD</b> 10/01/2024 - 09/30/2026	<b>TOTAL BUDGET PERIOD COST</b> \$ 455,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 455,000.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 07/31/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 455,000.00. 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 \$ 455,000.00. 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.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 W. Jackson Blvd, G-9J. Chicago, IL 60604-3507	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official for</b> Sheila Dolan - Branch Supervisor by Robert Fields - Award Official Delegate			<b>DATE</b> 09/21/2024

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 455,000	\$ 455,000
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	\$ 455,000	\$ 455,000

Assistance Program (CFDA)	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
-	2405HDX125	2425	B	05HCA	000BJ7XF1	4116	550102	-	\$ 455,000
									\$ 455,000

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 13,233
2. Fringe Benefits	\$ 4,767
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 92,000
7. Construction	\$ 295,000
8. Other	\$ 50,000
9. Total Direct Charges	\$ 455,000
10. Indirect Costs: 0.00 % Base N/A	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 455,000
12. Total Approved Assistance Amount	\$ 455,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 455,000
15. Total EPA Amount Awarded To Date	\$ 455,000

## Attachment 1 - Project Description

The agreement provides funding to the City of Duluth, Minnesota. Specifically, the recipient will provide public access to the newly restored St. Louis River through new and improved access at four sites adjacent to restoration project areas in the St. Louis River Estuary Area of Concern. Activities include completing design and construction for improved access sites and development and execution of programming to activate the restored spaces. Anticipated deliverables include final design and engineering plans and construction for three access sites, completion of a preliminary design for 0.6 miles of new trail, and two River Orientation community outreach events with an expected attendance of 50 people per event. Outcomes include increased and enhanced access to remediated St. Louis River Estuary sites for recreational and educational purposes; improved awareness of available river access opportunities and strategies for recreating safely through social media campaigns and information sharing to a reach of at least 5,000 people; provision of three improved access sites to low income and/or economically distressed neighborhoods with total population of 3,506 within a one-mile radius of the three sites; and provision of three new accessible features to provide recreational opportunities for people with disabilities. Intended beneficiaries include residents of the underserved communities near the sites and all those who live and recreate in the St. Louis River Estuary Area of Concern. The St. Louis River Alliance will maintain and promote the St. Louis River Estuary National Water Trail trailheads, and provide barrier-free programming to connect communities to the restored River.

## Administrative Conditions

### National Administrative Terms and Conditions

#### General Terms and Conditions

The recipient 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-1-2023-or-later>.

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): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and [reid.jeffrey@epa.gov](mailto:reid.jeffrey@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): [region5closeouts@epa.gov](mailto:region5closeouts@epa.gov) and [reid.jeffrey@epa.gov](mailto:reid.jeffrey@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: [mosier.bart@epa.gov](mailto:mosier.bart@epa.gov) and [reid.jeffrey@epa.gov](mailto:reid.jeffrey@epa.gov)
- Payment requests (if applicable): [mosier.bart@epa.gov](mailto:mosier.bart@epa.gov) and [reid.jeffrey@epa.gov](mailto:reid.jeffrey@epa.gov)
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: [mosier.bart@epa.gov](mailto:mosier.bart@epa.gov)

## Programmatic Conditions

### GLRI Programmatic Terms and Conditions

#### A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

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 15 but no later than April 30** and by **October 15 but no later than October 30** 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 (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>>, particularly:

#### Number – Measure of Progress

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;

- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

**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. 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 III measures described in element 1 of the Semiannual Progress Report condition above, all outputs and outcomes related to environmental justice or climate resiliency metrics and outreach, education, and stakeholder engagement. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end 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 carry 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 database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

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

### 3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.

IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

### **Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans**

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

### **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 Costs**

Time and travel costs along with participation in professional meetings and conferences 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) seeking to attend professional meetings and conferences 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). 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 foreign travel costs. 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. Signage Required

### 1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## 2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events 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.

## E. Health, Safety, and Environmental Compliance

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

## F. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

## G. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

## H. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to 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.

## I. QUALITY ASSURANCE

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

### Quality Assurance System

#### 1. Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including

environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

2 CFR 1500.12;

40 CFR 35;

[Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);

[EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);

[EPA Quality Management Plan \(QMP\) Standard](#);

[EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and

and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

## 2. Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

## 3. GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without

QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

Additionally, the recipient agrees to submit previously EPA-approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). 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.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

#### **J. NATIONAL HISTORIC PRESERVATION ACT**

Pursuant to 36 C.F.R. § 800.2(c)(4), EPA has authorized all assistance agreement recipients and applicants to initiate and carry out 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 C.F.R. §§ 800.2(c)(2)(ii).

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, the grantee shall consult with an EPA Project Officer/Focus Area Lead regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

#### **K. Competency Policy**

##### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of](#)

Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. 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, 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 during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

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 MINNESOTA**

By: \_\_\_\_\_  
Mayor (City Administrator, David W. Montgomery, per delegated authority)

\_\_\_\_\_  
Date

Attest:

By: \_\_\_\_\_  
Ian B. Johnson, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
Josh Bailey, City Auditor

Approved as to form:

\_\_\_\_\_  
Jessica Fralich, City Attorney