

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E02202	DATE OF AWARD 08/09/2017
		MODIFICATION NUMBER: 0	MAILING DATE 08/16/2017
		PROGRAM CODE: GL	ACH# 50053
		TYPE OF ACTION New	
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT: City of Duluth 411 W. 1st. Street Room 105 Duluth, MN 55802-1192 EIN: 41-6005105		PAYEE: City of Duluth 411 W. First Street, Room 105 Duluth, MN 55802-1192	
PROJECT MANAGER Alyssa Arntsen 411 W. First Street, Room 105 Duluth, MN 55802-1192 E-Mail: aarntsen@duluthmn.gov Phone: 218-730-5307	EPA PROJECT OFFICER Sara Westergaard 77 West Jackson Blvd., GL-9J Chicago, IL 60604-3507 E-Mail: westergaard.sara@epa.gov Phone: 312-353-9660	EPA GRANT SPECIALIST Alicia Sanders Assistance Section, MC-10J E-Mail: sanders.alicia@epa.gov Phone: 312-886-1972	
PROJECT TITLE AND DESCRIPTION St. Louis River Natural Areas Acquisition and Conservation Project The City of Duluth will protect important coastal wetland habitats identified through the Lake Superior Action and Management Plan. A multi-dimensional analysis will be conducted and used to develop plans for the ecological restoration, conservation management, and permanent protection of up to 1300 acres of coastal wetlands and shoreline along nearly 10 miles of the St. Louis River Estuary.			
BUDGET PERIOD 08/01/2017 - 07/31/2018	PROJECT PERIOD 08/01/2017 - 07/31/2018	TOTAL BUDGET PERIOD COST \$220,000.00	TOTAL PROJECT PERIOD COST \$220,000.00
NOTICE OF AWARD			
Based on your Application dated 05/06/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$220,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$220,000. 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 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5 Great Lakes National Program Office 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Bruce Sypniewski - Acting Assistant Regional Administrator			DATE 08/09/2017

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 220,000	\$ 220,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 220,000	\$ 220,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	Clean Water Act: Sec. 118 Federal Water Pollution Act c(7)	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
-	1705HDX064	1718	B	05HCH	202BJ7XF4	4116			220,000
									220,000

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	\$40,000
7. Construction	\$0
8. Other	\$180,000
9. Total Direct Charges	\$220,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$220,000
12. Total Approved Assistance Amount	\$220,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$220,000
15. Total EPA Amount Awarded To Date	\$220,000

Administrative 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-april-27-2017-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

<http://www.epa.gov/grants/grant-terms-and-conditions>.

UTILIZATION OF SMALL , MINORITY AND WOMEN 'S BUSINESS ENTERPRISES

MBE/WBE REPORTING , 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

**Adrienne M. Callahan , Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in

effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES , 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official , or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements .

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption .

Accepting the Fair Share Objectives /Goals of Another Recipient

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. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the MINNESOTA POLLUTION CONTROL AGENCY as follows:

MBE: 2% WBE: 2%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/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 MINNESOTA POLLUTION CONTROL AGENCY.

Negotiating Fair Share Objectives /Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis , or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction , services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective /goals are submitted.

SIX GOOD FAITH EFFORTS , 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. 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. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules , where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process . 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 in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(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 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 , 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST , 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

EXTENSION OF PROJECT /BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

Programmatic Conditions

ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

All Recipients (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A/B and 40 CFR Part 35, Subparts K and L)

Performance Reports : 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 workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

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

REPORTING

[A] 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 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:

- (1) Work accomplished for the period, quantifying results achieved.
- (2) Object Class Category changes;
- (3) Corrective actions;
- (4) Projected new work;
- (5) Percent completion of scheduled work;
- (6) Percent of budgeted amounts spent;
- (7) Any change in principal investigator;
- (8) Any change needed in project period,
- (9) Date and amount of latest drawdown request; and
- (10) 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>>.

[B] Final Report: The Final Report shall incorporate project outputs 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 applicable GLRI Action Plan II measures described in element 1 of the Semiannual Progress Report condition above. 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 and paper versions of the **Final Report shall be submitted no later than 90 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 lat-long, 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.

[C] Geospatial Data Reporting

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] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. 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 Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. 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.

CYBERSECURITY - ALL OTHER RECIPIENTS BESIDES STATES & TRIBES

(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 200.331(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.

QUALITY SYSTEM DOCUMENTATION

This project has been determined to involve use of existing environmental data or collection of new environmental data (use or collection of environmental data). Acceptable Quality System Documentation must be submitted to the EPA Project Officer within 90 days of the acceptance of this agreement. The recipient **may not incur cost** for work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology until the EPA Project Officer, in concert with the EPA Quality Manager, has approved the Quality System Documentation.

COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL 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 http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

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.

BEST MANAGEMENT PRACTICE

Recipient agree to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications .

SUBAWARD RECIPIENTS

The recipient must report on its subaward monitoring activities under [2 CFR 200.331\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are :

1. Summaries of results of reviews of financial and programmatic reports .
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved .
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338](#) Remedies for Noncompliance.