

INTRODUCED: May 24, 2021

AN ORDINANCE No. 2021-142

To authorize the Chief Administrative Officer to accept funds in the amount of \$600,000.00 from the United States Environmental Protection Agency; to amend the Fiscal Year 2020-2021 Special Fund Budget by creating a new special fund for the Department of Economic Development called the Brownfields Coalition Grant Special Fund; and to appropriate the grant funds received to the Fiscal Year 2020-2021 Special Fund Budget by increasing estimated revenues and the amount appropriated to the new Department of Economic Development’s Brownfields Coalition Grant Special Fund by \$600,000.00 for the purpose of funding the inventory, assessment, and cleanup of brownfields in the City and Henrico County.

\_\_\_\_\_  
Patron – Mayor Stoney  
\_\_\_\_\_

Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JUN 14 2021 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$600,000.00 from the United States Environmental Protection Agency for the purpose of funding the inventory, assessment, and cleanup of brownfields in the City and Henrico County.

§ 2. That Ordinance No. 2020-050, adopted May 11, 2020, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2020, and ending June 30, 2021, and made appropriations pursuant thereto, be and is hereby amended by creating a new special fund for the

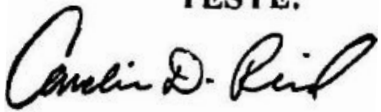
AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:    JUN 14 2021    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

Department of Economic Development called the Brownfields Coalition Grant Special Fund for the purpose of funding the inventory, assessment, and cleanup of brownfields in the City and Henrico County.

§ 3. That Ordinance No. 2020-050, adopted May 11, 2020, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2020, and ending June 30, 2021, and made appropriations pursuant thereto, be and is hereby amended by increasing revenues from the funds accepted pursuant to section 1 of this ordinance by \$600,000.00 and increasing the amount appropriated to the new Department of Economic Development's Brownfields Coalition Grant Special Fund by \$600,000.00 for the purpose of funding the inventory, assessment, and cleanup of brownfields in the City and Henrico County.

§ 4. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:**  
**TESTE:**  
  
**City Clerk**




# CITY OF RICHMOND

## INTRACITY CORRESPONDENCE

**O&R REQUEST**

**DATE:** April 12, 2021 **EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Levar M. Stoney, Mayor 

**THROUGH:** Lincoln Saunders, Interim Chief Administrative Officer 

**THROUGH:** Sheila White, Interim Director Department of Finance 

**THROUGH:** Jay Brown, Director Department of Budget & Strategic Planning 

**THROUGH:** Sharon Ebert, Deputy Chief Administrative Officer Planning and Economic Development 

**FROM:** Leonard L. Sledge, Director Department of Economic Development 

**RE:** Acceptance and appropriation of funds from the \$600,000 Brownfields Coalition Grant Award to fund programmatic activities, community engagement, site selection, and other activities listed in the Brownfields Grant.

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer to enter into an Agreement with the U. S. Environmental Protection Agency (EPA) for the Brownfields Coalition Grant, to enter into a Memorandum Of Agreement between the Coalition Partners (Henrico County, VA and project:HOMES) for the purpose of administering Brownfields Coalition Grant and to accept and to appropriate \$600,000.00 from the United States Environmental Protection Agency to fund the Brownfields Coalition program. It is recommended that these grant funds (\$600,000.00) be administered and appropriated to the Department of Economic Development Special Fund Budget and amend ordinance 2020-050, by creating a new special fund line item titled "Brownfields Coalition Grant".

**REASON:** To use the \$600,000.00 awarded by the EPA in the Brownfields Coalition Grant over three years to assess brownfields identified by the Coalition. Grant funds to implement and administer those funds for the City of Richmond's first Brownfields Coali-

tion Grant Program. (The EPA award is a lump sum payment of \$600,000. The grant is for a period of three years).

**RECOMMENDATION:** It is recommended that these grant funds (\$600,000.00) be administered and appropriated to the Department of Economic Development Special Fund Budget and amend ordinance 2020-050, by creating a new special fund line item titled "Brownfields Coalition Grant".

**BACKGROUND:** The City of Richmond was one of the first cities to receive an EPA Brownfields Coalition for \$600,000. Richmond (as the lead and recipient) in conjunction with its partners, Henrico County and project:HOMES holds a distinction in being one of the first recipients of an EPA Brownfields Coalition Grant. The Grant provides funding to inventory, characterize, assess and conduct cleanup planning and community involvement-related activities for brownfields sites in Richmond and Henrico County.

**FISCAL IMPACT / COST:** There will be no additional costs to the City beyond the \$600,000.00 over three years Coalition Grant in the Special Fund Budget. (The EPA award is a lump sum payment of \$600,000. The grant is for a period of three years).

**FISCAL IMPLICATIONS:** The receipt of this Grant allows Richmond and its coalition partners to inventory and assess identified Brownfields sites. These actions and others may lead to hazardous cleanup funds to the City.

**BUDGET AMENDMENT NECESSARY:** Yes an amendment to the Special Fund Ordinance No. 2020-050.

**REVENUE TO CITY:** \$600,000.00. (The EPA award is a lump sum payment of \$600,000. The grant is for a period of three years).

**DESIRED EFFECTIVE DATE:** Upon approval.

**REQUESTED INTRODUCTION DATE:** May 24, 2021

**CITY COUNCIL PUBLIC HEARING DATE:** June 14, 2021

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** Henrico County, VA

**AFFECTED AGENCIES:** project: HOMES, Budget & Strategic Planning, Department of Economic Development

**RELATIONSHIP TO EXISTING ORD. OR RES.:** 2020-050

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** EPA Award Document

**STAFF:** Rick Winston, Program Administrator, Department of Economic Development  
646-5036 Keisha Birchett, Project Development Manager Department of Economic Development 646-3171.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	GRANT NUMBER (FAIN): 96368501	DATE OF AWARD
		MODIFICATION NUMBER: 0	09/05/2019
		PROGRAM CODE: BF	MAILING DATE
		TYPE OF ACTION	09/10/2019
		NEW	ACH#
		PAYMENT METHOD:	33302
		ASAP	
RECIPIENT TYPE:	Send Payment Request to:		
Municipal	N/A		
RECIPIENT:	PAYEE:		
City of Richmond 900 East Broad Street Richmond, VA 23219 EIN: 54-8001556	City of Richmond 900 East Broad Street Richmond, VA 23219		
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Keisha Birchett 900 East Broad Street Richmond, VA 23219 E-Mail: keisha.birchett@richmond.gov Phone: 804-646-3171	Stephanie Branche 1650 Arch Street, 3LD50 Philadelphia, PA 19103-2029 E-Mail: Branche.Stephanie@epa.gov Phone: 215-814-5556	Matthew Creedon Grants and Audit Management Branch, 3MD70 E-Mail: Creedon.Matthew@epa.gov Phone: 215-814-5174	
<b>PROJECT TITLE AND DESCRIPTION</b> City of Richmond, Coalition Haz & Petro Assessment This assistance agreement will provide funding for the City of Richmond, VA to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfield sites in the City of Richmond, including Henrico County. Anticipated outcomes include expanded employment opportunities, enhanced quality of life, reduced environmental threats, improved public health, and sustainable growth that will result from redevelopment of the target area, which will directly benefit nearby disadvantaged neighborhoods. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.			
BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2019 - 09/30/2022	10/01/2019 - 09/30/2022	\$600,000.00	\$600,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 07/29/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. 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		ORGANIZATION / ADDRESS	
US EPA Region 3, 3MD70 1650 Arch Street Philadelphia, PA 19103-2029		U.S. EPA, Region 3 Land, Chemicals, and Redevelopment Division, 3LD00 1650 Arch Street Philadelphia, PA 19103-2029	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Catharine McManus - Assistant Regional Administrator			DATE
			09/05/2019

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 600,000	\$ 600,000
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	\$ 600,000	\$ 600,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2) Consolidated Appropriations Act of 2018 (P.L. 115-141)	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
-	1903BF0017	19	E4	0300AG7	000D79	4114	G300NY00		360,000
-	1903BF0017	19	E4	0300AG7	000D79XBP	4114	G300OR00		240,000
									600,000

## Budget Summary Page. City of Richmond, Coalition Asses

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$7,500
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$590,000
7. Construction	\$0
8. Other	\$2,500
9. Total Direct Charges	\$600,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$600,000
12. Total Approved Assistance Amount	\$600,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$600,000
15. Total EPA Amount Awarded To Date	\$600,000



## **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-october-1-2018>

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>.

### **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): [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov) and [R3 Grant Awards@epa.gov](mailto:R3_Grant_Awards@epa.gov)**
- **MBE/WBE reports (EPA Form 5700-52A): MBE/WBE reports should be signed and emailed to [R3\\_MBE-WBE\\_Reports@epa.gov](mailto:R3_MBE-WBE_Reports@epa.gov) as a pdf file, or, if that is not possible, mail to Hana Jones, Small Business Program Coordinator (3RA00), U.S. EPA - Region III, 1650 Arch Street, Philadelphia, PA 19103-2029 with a courtesy copy to the EPA Grant Specialist. 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/db\\_reporting.htm](http://www.epa.gov/osbp/db_reporting.htm)**
- **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:**

**Matthew Creedon, Grants Specialist at: [creedon.matthew@epa.gov](mailto:creedon.matthew@epa.gov)**

**Stephanie Branche, Project Officer at: [branche.stephanie@epa.gov](mailto:branche.stephanie@epa.gov).**

**Payment requests (if applicable): [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov)**

- **Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Stephanie Branche, Project Officer at: [branche.stephanie@epa.gov](mailto:branche.stephanie@epa.gov).**

### **B. 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 the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **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 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.

### **C. Disadvantaged Business Enterprise (DBEs)**

#### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

##### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

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

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

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 with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. The recipient must make reporting a requirement of all sub-awards/loans. All procurement actions are reportable, not just that portion which exceeds \$250,000.

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 titled "annual" and 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.

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 the recipient believes this award does not meet these conditions, it must provide 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 to the Regional or Headquarters point of contact defined in the correspondence condition, if applicable.

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 **Virginia Department of Environmental Quality** as follows:

MBE: 2.80% CONSTRUCTION 0.60%; SUPPLIES 2.00%; SERVICES 1.70%; EQUIPMENT  
WBE: 1.20% CONSTRUCTION 0.20%; SUPPLIES 1.00%; SERVICES 2.60%; EQUIPMENT

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 **Virginia Department of Environmental Quality** .

#### **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.

## **Programmatic Conditions**

### **I. GENERAL FEDERAL REQUIREMENTS**

#### **A. Federal Policy and Guidance**

1. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act

compliance if necessary.

## II. SITE ELIGIBILITY REQUIREMENTS

### A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.
2. If the site is excluded from the general definition of a brownfield but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. Brownfield Sites Contaminated with Petroleum
  - a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
    - i. the State determines there is "no viable responsible party" for the site;
    - ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
    - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
    - i. the identity of the State program official contacted;
    - ii. the State official's telephone number;
    - iii. the date of the contact; and
    - iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.
- Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

### **III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

#### **A. Sufficient Progress**

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized, or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

#### **B. Substantial Involvement**

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
  - b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
  - c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
  - d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
  - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
  - c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

3. **Cybersecurity** – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable *{enter 'State or Tribal law' for non-Tribal and non-State recipients; enter 'Tribal law and policy' for Tribal recipients; enter 'State law' for State recipients }* cybersecurity requirements.
  - a. 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) *{enter 'no later than 90 days after the date of this award' for Tribal and non-State recipients }* 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.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above 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.
4. 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).

### **D. Quarterly Progress Reports**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance* ), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1<sup>st</sup> quarter); January 1 – March 31 (2<sup>nd</sup> quarter); April 1 – June 30 (3<sup>rd</sup> quarter); and July

1 – September 30 (4<sup>th</sup> quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function resident within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
  - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
  - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
  - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
  - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
  - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
  - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.328(d)(1), the CAR 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 EPA-approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days



after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form.

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
  - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
  - b. reasons why anticipated outputs/outcomes were not met; and
  - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

### **IV. FINANCIAL ADMINISTRATION REQUIREMENTS**

#### **A. Eligible Uses of the Funds for the Cooperative Agreement Recipient**

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
  - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
  - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
  - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
  - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is

conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$30,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
  - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
  - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
  - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
  - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
  - v. Financial reporting under 2 CFR § 200.327.
  - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
  - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

## **B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Cleanup activities;
  - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
  - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
  - d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;

- e. To pay for a penalty or fine,
  - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
  - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
  - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
  - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
  - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
  - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
  - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

### **C. Interest-Bearing Accounts and Program Income**

1. In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
  - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
  - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
  - c. Interest earned on program income is considered additional program income.
  - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

## **V. ASSESSMENT REQUIREMENTS**

## **A. Authorized Assessment Activities**

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

## **B. Quality Assurance (QA) Requirements**

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least [Insert 30/45/60] days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include 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.

The QAPP should be prepared in accordance with EPA QAR-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. 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. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-e-pa-financial>.

2. **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*, the CAR 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 CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR 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](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

## **C. Community Outreach**

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
  - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily

reflect the views and policies of EPA."

- b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse 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.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

#### D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at [www.epa.gov/brownfields](http://www.epa.gov/brownfields). The completed checklist must include:
  - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
  - b. An identification of "*significant*" *data gaps* (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
  - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

"We declare that, to the best of our professional knowledge and belief, we

*meet the definition of Environmental Professional as defined in §312.10 of this part."*

*"We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

- d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation** , if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

#### **E. Completion of Assessment Activities**

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

#### **F. Inclusion of Additional Terms and Conditions**

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

#### **G. Geospatial Data Standards**

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).

## **VI. PAYMENT AND**

### **CLOSEOUT**

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

## **B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
    - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
  - b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
  - c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

**FY 2019 USEPA BROWNFIELDS ASSESSMENT COALITION**  
**CITY OF RICHMOND, VIRGINIA**  
(LEAD COALITION PARTNER)

MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN City of Richmond, Henrico County and project:HOMES, Inc.  
(COALITION PARTNERS)

[INSERT DATE OF FINAL MOA]

This Memorandum of Agreement (MOA) documents the roles and responsibilities of the various parties involved in the FFY 2020 – 2022 USEPA Brownfields Assessment Coalition with regard to USEPA Cooperative Agreement No: BF-96368501-0, dated September 5, 2019, to wit:

1. On May, 2019, EPA awarded the Cooperative Agreement to the Lead Coalition Partner, the City of Richmond, Virginia (CITY). The grant period is October 1, 2019 through September 30, 2022. The CITY is responsible to USEPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.
2. It is the responsibility of the CITY, as Lead Coalition Partner, to provide timely information to the other Coalition Partners regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
3. The Coalition Partners are the CITY (Lead Coalition Partner), Henrico County, and project:HOMES, Inc., a regional 501(c)3 organization focused on affordable and senior housing in Central Virginia. Contact information for each Coalition Partner is as follows:

**a. City of Richmond, Virginia**  
**(CITY / LEAD COALITION PARTNER)**

Project Director: Keisha Birchett, Project Development Manager  
Department of Economic Development  
Address: 1500 E. Main Street, Suite 400  
Richmond, VA 23219  
Phone Number: (804) 646-3171  
Email Address: [Keisha.Birchett@Richmond.gov](mailto:Keisha.Birchett@Richmond.gov)



**b. Henrico County, Virginia**

Designated Contact: B. Anthony Hall, Deputy Director  
Henrico EDA  
Address: 4300 E. Parham Road  
Henrico, VA 23228  
Phone Number: (804) 501.7523  
Email Address: [toney@henrico.com](mailto:toney@henrico.com)

**c. project:HOMES, Inc.**

Designated Contact: Lee Householder, Chief Executive Officer  
Address: 88 Carnation Street  
Richmond, VA 23225  
Phone Number: (804) 233-2827  
Email Address: [lee.householder@projecthomes.org](mailto:lee.householder@projecthomes.org)

4. Activities funded through the Cooperative Agreement include programmatic activities (administration, coordination, reporting, etc.) and community engagement (outreach materials and implementation); brownfields site inventory and database preparation; criteria development/prioritization and site selection; environmental assessments; quality assurance and work plan documents; and remediation and redevelopment planning relating to brownfield sites; and other eligible activities.
5. The CITY, as Lead Coalition Partner, retained Draper Aden Associates as the Coalition's consultant under 40 CFR 30.36 and the Virginia Public Procurement Act to undertake various activities funded through the Cooperative Agreement and will direct and manage assessment projects on the Coalition's behalf within Coalition Partners' geographic areas. The Lead Coalition Member issued the Request for Qualifications and was the entity responsible for receipt of the submitted qualifications and selection and award of the contract.
6. The Lead Coalition Partner, in consultation with the Coalition Partners, will work to develop a site selection process, based on agreed upon factors targeting approximately eighteen (18) project sites over the life of the Cooperative Agreement. All selected sites will be submitted to USEPA, and the Virginia Department of Environmental Quality (DEQ), when appropriate, for prior approval to ensure eligibility.

7. The Coalition Partners have agreed upon an approximate number of sites to be assessed per member to ensure equitable distribution of funds across Partners' jurisdictions based upon estimated number and/or size of potentially impacted sites, as follows:

**a. City of Richmond, Virginia** **5 – 7 Sites**

**b. Henrico County, Virginia** **5 – 7 Sites**

**c. project:HOMES, Inc.** **2 – 4 Sites**

8. Upon designation of the specific sites, it will be the responsibility of the CITY to work with the Coalition Partner in whose geographic area the site is located to finalize the scope of work with the consultant. It will be the responsibility of this member to obtain required permits, easements, and/or access agreements, if any, as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities, the CITY may assist in securing necessary permits and/or site access as needed.

9. Where applicable, the Lead Coalition Partner is responsible for ensuring that other activities as negotiated in the USEPA Cooperative Agreement Work Plan, such as submittals, reporting, community outreach and involvement, etc., are implemented in accordance with a schedule agreed upon by the Coalition Partner in whose geographic area the site to be assessed is located.

The foregoing Memorandum of Agreement (MOA) is hereby executed by duly authorized representatives of all Coalition Partners effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021:

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Lincoln Saunders, Acting Chief Administrative Officer  
For **City of Richmond, Virginia**  
(Lead Coalition Partner)

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Date

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B. Anthony Hall, Deputy Director  
For **Henrico EDA / Henrico County, Virginia**

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Date

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Lee Householder, Chief Executive Officer  
For **project:HOMES, Inc., Richmond, Virginia**

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Date

**FY 2019 USEPA BROWNFIELDS ASSESSMENT COALITION**  
**CITY OF RICHMOND, VIRGINIA**  
(LEAD COALITION PARTNER)

MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN City of Richmond, Henrico County and project:HOMES, Inc.  
(COALITON PARTNERS)

[INSERT DATE OF FINAL MOA]

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2. It is the responsibility of the CITY, as Lead Coalition Partner, to provide timely information to the other Coalition Partners regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
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Richmond, VA 23219  
Phone Number: (804) 646-3171  
Email Address: [Keisha.Birchett@Richmond.gov](mailto:Keisha.Birchett@Richmond.gov)

**b. Henrico County, Virginia**

Designated Contact: B. Anthony Hall, Deputy Director  
Henrico EDA  
Address: 4300 E. Parham Road  
Henrico, VA 23228  
Phone Number: (804) 501.7523  
Email Address: [toney@henrico.com](mailto:toney@henrico.com)

**c. project:HOMES, Inc.**

Designated Contact: Lee Householder, Chief Executive Officer  
Address: 88 Carnation Street  
Richmond, VA 23225  
Phone Number: (804) 233-2827  
Email Address: [lee.householder@projecthomes.org](mailto:lee.householder@projecthomes.org)

4. Activities funded through the Cooperative Agreement include programmatic activities (administration, coordination, reporting, etc.) and community engagement (outreach materials and implementation); brownfields site inventory and database preparation; criteria development/prioritization and site selection; environmental assessments; quality assurance and work plan documents; and remediation and redevelopment planning relating to brownfield sites; and other eligible activities.
5. The CITY, as Lead Coalition Partner, retained Draper Aden Associates as the Coalition's consultant under 40 CFR 30.36 and the Virginia Public Procurement Act to undertake various activities funded through the Cooperative Agreement and will direct and manage assessment projects on the Coalition's behalf within Coalition Partners' geographic areas. The Lead Coalition Member issued the Request for Qualifications and was the entity responsible for receipt of the submitted qualifications and selection and award of the contract.
6. The Lead Coalition Partner, in consultation with the Coalition Partners, will work to develop a site selection process, based on agreed upon factors targeting approximately eighteen (18) project sites over the life of the Cooperative Agreement. All selected sites will be submitted to USEPA, and the Virginia Department of Environmental Quality (DEQ), when appropriate, for prior approval to ensure eligibility.

7. The Coalition Partners have agreed upon an approximate number of sites to be assessed per member to ensure equitable distribution of funds across Partners' jurisdictions based upon estimated number and/or size of potentially impacted sites, as follows:
  - a. **City of Richmond, Virginia** **5 – 7 Sites**
  - b. **Henrico County, Virginia** **5 – 7 Sites**
  - c. **project:HOMES, Inc.** **2 – 4 Sites**
  
8. Upon designation of the specific sites, it will be the responsibility of the CITY to work with the Coalition Partner in whose geographic area the site is located to finalize the scope of work with the consultant. It will be the responsibility of this member to obtain required permits, easements, and/or access agreements, if any, as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities, the CITY may assist in securing necessary permits and/or site access as needed.
  
9. Where applicable, the Lead Coalition Partner is responsible for ensuring that other activities as negotiated in the USEPA Cooperative Agreement Work Plan, such as submittals, reporting, community outreach and involvement, etc., are implemented in accordance with a schedule agreed upon by the Coalition Partner in whose geographic area the site to be assessed is located.

The foregoing Memorandum of Agreement (MOA) is hereby executed by duly authorized representatives of all Coalition Partners effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021:

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Lincoln Saunders, Acting Chief Administrative Officer  
For **City of Richmond, Virginia**  
(Lead Coalition Partner)

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Date

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B. Anthony Hall, Deputy Director  
For **Henrico EDA / Henrico County, Virginia**

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Date

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Lee Householder, Chief Executive Officer  
For **project:HOMES, Inc., Richmond, Virginia**

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Date