

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00E03635 MODIFICATION NUMBER: 0 PROGRAM CODE: 5C	DATE OF AWARD 07/12/2024
		TYPE OF ACTION New	MAILING DATE 07/17/2024
		PAYMENT METHOD: ASAP	ACH# 51101
RECIPIENT TYPE: Municipal		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: CITY OF ANN ARBOR PO BOX 8647 ANN ARBOR, MI 48107-8647 EIN: 38-6004534		PAYEE: CITY OF ANN ARBOR 1831 Traver Road Ann Arbor, MI 48105	
PROJECT MANAGER Tami Cook 301 E HURON STREET ANN ARBOR, MI 48107-8647 Email: davidson.olivia@epa.gov Phone: 312-886-0266		EPA PROJECT OFFICER Olivia Davidson RM-19J, RM-19J Chicago, IL 60604-3507 Email: Davidson.Olivia@epa.gov Phone: 312-353-4293	EPA GRANT SPECIALIST Matthew Mischnick Acquisitions and Assistance Branch, MA-10J 77 West Jackson Boulevard. Chicago, IL 60604-3507 Email: Mischnick.Matthew@epa.gov Phone: 312-886-0442
PROJECT TITLE AND DESCRIPTION A Model Regional Resilience Network with Resilient Infrastructure See Attachment 1 for project description.			
BUDGET PERIOD 07/01/2024 - 05/01/2027	PROJECT PERIOD 07/01/2024 - 05/31/2027	TOTAL BUDGET PERIOD COST \$ 1,000,000.00	TOTAL PROJECT PERIOD COST \$ 1,000,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 03/13/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Environmental Justice, Community Health, and Environmental Review R5 - Region 5 77 West Jackson Boulevard. R-19J. Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Sheila Dolan - Manager, Acquisition and Assistance Branch by Karen Sykes - Award Official Delegate			DATE 07/12/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 545,800	\$ 545,800
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,545,800	\$ 1,545,800

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.312 - Environmental Justice Government-to-Government (EJG2G) Program	Clean Air Act: Sec. 138	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
-	24124WB109	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 1,000,000
									\$ 1,000,000

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	\$ 345,000
5. Supplies	\$ 12,000
6. Contractual	\$ 180,000
7. Construction	\$ 0
8. Other	\$ 463,000
9. Total Direct Charges	\$ 1,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,000,000
15. Total EPA Amount Awarded To Date	\$ 1,000,000

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA). The agreement provides funding to the City of Ann Arbor, Michigan. Specifically, the recipient will improve the resilience of the most vulnerable residents in Ann Arbor and Washtenaw County by co-developing a living regional resilience network that allows for the continual investment in the adaptive capacity and enhancement of local social cohesion for the region's frontline and most vulnerable populations. Working groups of the network will create facilitated communication channels to assist network partners in resource pooling, collective emergency response, and other acts of mutual aid. This proposal also calls for investments in four local brick and mortar resilience hubs and the creation of a resilience grant program that fosters a connective tissue between the various hubs. This interconnected resilience infrastructure will ensure the most vulnerable residents don't just survive but thrive every day. The activities include:

- Identify additional community groups and organizations working on resilience related (or resilience adjacent) topics to invite to the network.
- Host preliminary meetings with appropriate staff from organizations to gauge their interest and desires related to participating in an emerging resilience network.
- Host first official meeting of the regional resilience network to decide on collective purpose. Lay foundation for future meeting(s) to decide on co-governance structure, create communication channels for resource pooling and emergency response, and create resilience network governing board (if relevant).
- Host three meetings of the regional resilience network. The regional resilience network will continue to formally meet three times a year in subsequent years.
- Host inner network affinity working groups for network partners to connect with organizations with similar work scopes, learn from each other, identify areas of shared work, and build strong(er) relationships.
- Continue to recruit community groups and organizations into the network with the goal to have multiple organizations from every municipality within Washtenaw County
- External reviewer conducts program evaluation to gauge program progress, participant satisfaction, distribution of project resources, etc. at the end of year one and year two.

Host community-wide forums in each of the four previously identified geographies to discuss key attributes of resilience and identify trusted community-based organizations.

- Using results from above, generate a list of community-based organizations that could potentially serve as resilience hubs.
- Co-design with residents what resources a resilience hub should have/maintain to meet local needs and how the hub engages with the overall resilience network. Share findings regularly and iterate, as needed, on ideas for how the network supports brick and mortar hubs and the resource distribution between them.
- Secure three community-based organizations to lead resilience hub engagement processes. Create

calendar of meetings, living planning materials, including template engagement activities, and work plan.

- Create resilience ambassador program for interested residents to engage in and lead local resilience initiatives.
- Conduct deep canvassing/multi-pronged outreach campaign in each neighborhood to determine what residents want in a resilience network and associated hub, and how the network can best serve local needs while increasing local and regional resilience.
- Develop models of community-designed resilience hubs and a framework that can be used to replicate the formation of a resilience ecosystem in other urban, suburban, and rural communities.

The anticipated deliverables include a resilience network that meets three times per year, a resilience network activation plan, guidance document containing case studies on how to implement Resilience Network in other communities, 4 new resilience hubs, 10 new resilience-focused partnerships, resilience hub engagement and design replication guide, community engagement strategy and associated outreach materials, 30 targeted engagement events, and 2,500 residents using each hub per year.

The expected outcomes include:

Short-term:

- Expand project team with additional partners from: CBOs (2) universities (1), governments (2), transportation (1), and additional related categories (2).
- Preliminary resilience network established with shared vision and regular meeting cadence.
- 200 residents attend events and/or provide input.
- Neighborhood Ambassador program established.
- CBOs identified and awarded funding to lead resilience-focused neighborhood engagement - leads to additional capacity at CBOs.
- Established affinity groups within the regional resilience network.

Intermediate:

- Improved inter-institutional response to day-to-day needs and emergency events.
- 2 operational resilience hubs
- 400 residents attend events and/or provide input.
- Increased trust in the program/ government based on pre and post engagement surveys.
- Established procedure for expanding the work to new communities.
- Increased organizational capacity around resilience at three CBOs.

- Countywide framework for resilience established.
- 10 Resilience Ambassadors trained and in the field.

Long-term

- Ongoing communication to underserved communities resulting in measurable risk reduction.
- Increased resilience of frontline residents and demonstrable improvement in Opportunity Index scores for the target geographies
- Enhanced capacity and climate resilience in historically underserved communities
- Historically underserved communities have enhanced capacity to participate in governmental processes.
- Five collaborative resilience grants have improved the adaptive capacity of frontline residents and CBOs to respond to disruptions.
- Reduced energy expenditure and increased discretionary funding at resilience hubs.
- Project seeds the investment in a resilience hub within 2 miles of every resident in Washtenaw County.
- Every census tract currently labeled as low access to opportunity or very low access to opportunity has improved at least one full classification.

The intended beneficiaries include frontline residents in Ann Arbor, Ypsilanti, and Washtenaw County, including tenants at Affordable Housing Sites in Ann Arbor (48104); underhoused residents (48104 and 48103); BIPOC residents that frequent Peace Neighborhood Center (48103, 48104, 48108, and 48197); and low-income, primarily BIPOC residents in Ypsilanti (48197, 48198 and 48105). •Resilience grants – 5 grants at \$20,000 each (must go to CBO). Residents will also be eligible to apply, in partnership with a local community-based organization, for grant funding to enhance local resilience in their neighborhood through a newly created small grant program.

- Funding support to community-based organization (CBO) to run the Ypsilanti-focused resilience hub engagement meetings (10 meetings and associated community engagement to co-design Ypsilanti resilience hub) = \$50,000
- Funding support to community-based organization (CBO) to run the Ann Arbor-focused resilience hub engagement meetings (10 meetings and associated community engagement to co-design Ann Arbor resilience hub) = \$45,000
- Funding support to community-based organization (CBO) to run the to-be determined resilience hub engagement meetings (10 meetings and associated community engagement to co-design resilience hub) = \$50,000

Administrative Conditions

National Administrative Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

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

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

A. Correspondence Condition

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

-Federal Financial Reports (SF-425): **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov and Research Triangle Park Finance Center, rtpfc-grants@epa.gov.**

-MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov; Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov and Karen Sykes, Supervisor, Grants Management Officer , Sykes.Karen@epa.gov.

-All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov and Olivia Davidson, Project Officer, Davidson.Olivia@epa.gov.**

-Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Olivia Davidson, Project Officer, Davidson.Olivia@epa.gov.**

B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **7/1/24** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Environmental Justice Government to Government (EJG2G) Cooperative Agreement Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, “how-to” sheets, communication materials, outreach materials, web tools, etc).

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 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.

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

Performance Reports - Frequency

The recipient agrees to submit semi-**annual** performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every six-month period). The reporting periods are: 7/1/2024-12/31/2024, 1/1/2025 - 6/30/2025, 7/1/2025-12/31/2025, 1/1/2026-6/30/2026, 7/1/2026-12/31/2026, 1/1/2027-6/31/2027.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

Subaward Performance Reporting

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

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 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

B. EJ Grantee Workshops (Virtual and/or In-Person)

All EJG2G recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e. slow internet connection) to access the webinar. Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will come together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

C. Review and Oversight

1. Products - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. Monthly Calls - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. Prior Approval - Any proposed changes to the project must be submitted in writing to the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

D. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current community-based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJG2G project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate

environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

E. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

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

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for

the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

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

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

F. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

G. Procurement Terms and Conditions

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

H. SIGNAGE REQUIRED (BIL and IRA) - Investing in America Signage Required Term and Condition (Updated May 11, 2023)

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden's Bipartisan Infrastructure Law” or “project funded by President Biden's Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

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

O. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

P. Paperwork Reduction Act

The scope of work for this cooperative agreement includes a survey or other information collection of identical information from 10 or more parties. As provided by 5 CFR 1320.3(d), EPA is a sponsor of the information collection for purposes of obtaining approval from the Office of Management and Budget for collecting information. The recipient agrees to assist EPA in complying with OMB procedures at 5 CFR Part 1320 for obtaining Information Collection Request authorization. The recipient may not collect information until EPA obtains OMB approval.

R. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1) monthly telephone calls and other monitoring,
- 2) reviewing project phases and providing approval to continue to the next phase,
- 3) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5) reviewing and commenting on the programmatic progress reports
- 6) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

S. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.
2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.
3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of [2 CFR 180.300](#) and EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under [2 CFR Part 180](#). Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See [EPA Guidance on Participant Support Costs](#).

T. Conditional Award—Execution of Subaward to Implement Qualifying Community-based Nonprofit Organization (CBO) Partnership Agreement

In order to demonstrate eligibility for EPA's **Environmental Justice Government-to-Government (EJG2) Program**, The City of Ann Arbor submitted a Partnership Agreement to EPA that did not include a binding subaward agreement between the recipient and The City of Ann Arbor due to the recipient's local policies and laws that restrict the recipient from entering into subaward agreements prior to receipt of a Notice of Award. The recipient may not draw down funds for this award until the subaward with the subrecipient is executed through a written subaward agreement that is consistent with the requirements in 2 CFR 200.332(a). The recipient may refer to Appendix D of the EPA Subaward Policy for additional guidance. Once the subaward agreement with the subrecipient is executed and submitted to EPA's Project Officer, the EPA Grants Management Officer or the EPA Award Official will issue written notification that this condition has been satisfied and that the recipient is authorized to draw down EJG2G funds in accordance with the standards described in the EPA General Term and Condition *Automated Standard Application Payments (ASAP) and Proper Payment Draw Down*.

Environmental Justice Government to Government Davis-Bacon Labor Standards Term and Condition

1. Program Applicability

- a. Environmental Justice Government 2 Government

b. Clean Air Act Section 138

c. Activities subject to Davis-Bacon: Installation of an estimated 25kW solar system, battery storage systems, and green infrastructure, and installation of insulation, air sealing, and other weatherization improvements at each of three resiliency hub locations

Provide either d. or e. depending on whether prevailing wage classifications are available at the time of grant award.

e. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement). [\[\[The NPM should include this language if the prevailing wage classification or classifications for the program are not known.\]\]](#)

2. Davis-Bacon and Related Acts

[Davis-Bacon and Related Acts \(DBRA\)](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

6. Part III of [Executive Order No. 11246](#) (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, POs must ensure that contractors must have anti-discrimination laws that meet the 7 clauses specified in 302. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than \$10,000 are exempt from the requirements of the Order.