

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 02J57901 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 52	<b>DATE OF AWARD</b> 09/24/2024
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/27/2024
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> X0220
		<b>RECIPIENT TYPE:</b> Intermunicipal	
<b>RECIPIENT:</b> LANE REGIONAL AIR PROTECTION AGENCY 1010 MAIN ST SPRINGFIELD, OR 97477-4879 EIN: 93-0575930		<b>PAYEE:</b> LANE REGIONAL AIR PROTECTION AGENCY 1010 MAIN ST SPRINGFIELD, OR 97477-4879	
<b>PROJECT MANAGER</b> Travis Knudsen 1010 MAIN STREET SPRINGFIELD, OR 97477-4879 Email: travis@lrapa.org Phone: 541-736-1056		<b>EPA PROJECT OFFICER</b> Jessica Montross 1200 Sixth Avenue, Suite 155 Seattle, WA 98101 Email: Montross.Jessica@epa.gov Phone: 206-553-2966	
<b>EPA GRANT SPECIALIST</b> Heather Khan GIAB, 14-D12 1200 Sixth Avenue, Suite 155 Seattle, WA 98101 Email: khan.heather@epa.gov Phone: 206-553-5556			
<b>PROJECT TITLE AND DESCRIPTION</b> Building Community Resiliency to the Hazards of Smoke and Wildfires See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 07/01/2024 - 06/30/2027	<b>PROJECT PERIOD</b> 07/01/2024 - 06/30/2027	<b>TOTAL BUDGET PERIOD COST</b> \$ 997,622.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 997,622.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 04/13/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 997,622.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 997,622.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, Environmental Justice, Community Health, and Environmental Review Division R10 - Region 10 1200 Sixth Avenue, Suite 155 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Andrea Manion - Grants Management Officer			<b>DATE</b> 09/24/2024

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 997,622	\$ 997,622
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 997,622	\$ 997,622

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
-	24124WB221	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 997,622
									\$ 997,622

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 82,326
2. Fringe Benefits	\$ 22,228
3. Travel	\$ 5,000
4. Equipment	\$ 0
5. Supplies	\$ 27,650
6. Contractual	\$ 524,000
7. Construction	\$ 0
8. Other	\$ 328,185
9. Total Direct Charges	\$ 989,389
10. Indirect Costs: 0.00 % Base	\$ 8,233
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 997,622
12. Total Approved Assistance Amount	\$ 997,622
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 997,622
15. Total EPA Amount Awarded To Date	\$ 997,622

## Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Lane Regional Air Protection Agency (LRAPA). Specifically, the recipient will fund efforts to implement a community-developed Smoke Community Response Plan; hire a wood waste program coordinator to extend the life of a firewood program that delivers seasoned firewood to underserved community members; identify economically viable uses for local forest stock that can help with reducing forest fuel load; conduct a research assessment on wildfire smoke in rural Eastern Lane County focused on health and morbidity in relation to the limitation of prescribed fire in the Willamette National Forest; and ultimately publish a lessons learned/best practices toolkit that encourages the implementation of similar programs in other regions. The activities include five specific strategies and tasks to describe the program design: Task 1: Home hardening and smoke proofing homes with wildfire and smoke vulnerabilities; Task 2: Smoke Community Response Plan implementation work and coordination; Task 3: Wood Waste Program Coordinator and Wood Products Feasibility Study; Task 4: Health and Morbidity Assessment and Research of Wildfire Smoke on Eastern Lane County; and Task 5: Best Practices and Lessons Learned Toolkit.

The anticipated deliverables include, but are not limited to, approximately 30 homes in the greater OakridgeWestfir area being smokeproofed and hardened against wildfire risks through the implementation of home interventions; Improved housing conditions for vulnerable households; maintaining a sustainable community firewood program; further implementation of a community developed Smoke Community Response Plan; and publishing a toolkit of best practices and lessons learned, providing presentations to rural areas comparable to Oakridge so that they may implement similar programs.

The expected outcomes include, but are not limited to, identifying successful and measurable results to alleviate sustainability issues; developing feasible uses of wood products that allow the community to pursue future USDA Wood Innovation grants and other sources of funding; Improved air quality and reduced environmental impacts of wildfire smoke for residents; and reduced health consequences associated with poor air quality from smoke and wildfires.

The intended beneficiaries include lowincome, senior, or disabled residents in the OakridgeWestfir area.

Subaward activities include the following: Developing a Smoke Emergency Response Plan  
Implementation: Subaward to South Willamette Solutions Conducting a Health Impact Research Project:  
Subaward to Lane County Public Health Initial Weatherization Audit (pre-home hardening & smoke-proofing): Subaward to South Willamette Solutions Hiring a Wood Waste Program Coordinator (WWPC):  
Subaward to South Willamette Solutions Hiring a Home Hardening Outreach Coordinator: Subaward to South Willamette Solutions Hiring a Smoke Proofing and Outreach Coordinator: Subaward to South Willamette Solutions

## Administrative Conditions

### NATIONAL ADMINISTRATIVE TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: [https://www.epa.gov/system/files/documents/2023-09/fy\\_2023\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2023\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2023-09/fy_2023_epa_general_terms_and_conditions_effective_october_1_2023_or_later.pdf)

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

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

#### A. CORRESPONDENCE

Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)

MBE/WBE reports (EPA Form 5700-52A): [R10grants@epa.gov](mailto:R10grants@epa.gov)

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: [R10grants@epa.gov](mailto:R10grants@epa.gov)

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: [montross.jessica@epa.gov](mailto:montross.jessica@epa.gov)

Administrative questions and issues: [khan.heather@epa.gov](mailto:khan.heather@epa.gov)

#### B. PRE-AWARD COSTS

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 07/01/2024 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 three- or six-month period). The reporting periods are July 1<sup>st</sup> to December 31<sup>st</sup> and January 1<sup>st</sup> to June 30<sup>th</sup> each project year. The first semi-annual report is due January 30<sup>th</sup> of each project year, and the second semi-annual report is due July 30<sup>th</sup> of each project year.

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 GRANT CONDITION FOR OTHER RECIPIENTS**

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.

(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/201503/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-equipmentunder-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

### 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.

## I. 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 <https://www.fgdc.gov/>.

## J. CROSS-CUTTERS

The recipient must comply with federal cross-cutting requirements. Crosscutting federal authorities are the requirements of federal laws and Executive Orders that apply to most federal financial assistance programs. These requirements include, but are not limited to, National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); federal nondiscrimination laws, financial management policies, and executive orders on the protection of wetlands and flood plains and other crosscutters can be accessed here: <https://www.epa.gov/grants/epa-subaward-cross-cutterrequirements>.

Sometimes, these authorities are expressly applied by the statute authorizing the assistance itself. More frequently, the requirements are not cited in the authorizing statute, but apply broadly by their own terms to a wide range of federal financial assistance programs. It is the responsibility of the Project Officers and the grantees to reach out to EPA Subject Matter Experts to understand the compliance required by each grant's activities.

## K. QUALITY ASSURANCE

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

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

### Quality Assurance Project Plan (QAPP)

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

Develop a QAPP,

Prepare QAPP in accordance with the current version of EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#), iii. Submit the document for EPA review, and iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and resubmitted for approval.

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- (QAM and/or PO may insert QA references that inform or assist the recipient there).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-](#)

### EPA Organizations.

- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.](#)

## **L. 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>

## **M. 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.

## **N. 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, Lane Regional Air Protection Agency submitted a Partnership Agreement to EPA that did not include a binding subaward agreement between the recipient and South Willamette Solutions and Lane County Public Health 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.

## O. 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.

## P. EXECUTIVE ORDER 11246

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, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. 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.

## Build America, Buy America Act

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards. Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's BABA website. 5 When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or sub-recipients, as appropriate, may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA BABA website. A list of approved EPA waivers is available on the EPA BABA website.

## Davis-Bacon and Related Acts

Recipients of EPA subawards (including loans) are considered EPA subrecipients, and are required to comply with [Davis-Bacon and Related Acts \(DBRA\)](#) when entering into and managing DBRA covered contracts in excess of \$2,000. In addition, when EPA subrecipients provide further subawards, they must ensure those subrecipients are also aware of, and comply with DBRA. By accepting this award, the subrecipient agrees to comply with the following provisions of DBRA:

## 1. Davis-Bacon and Related Acts

DBRA is a collection of labor standards provisions administered by the Department of Labor, that are applicable to Federal assistance agreements (grants) and subawards involving construction.

## 2. EPA Subrecipient Responsibilities When Entering Into and Managing Contracts:

### Prior to Award of Contract:

- **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** EPA recipients are considered contracting agencies and are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
- **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](#).”

### After Award of Contract:

- **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\(a\)\(1\)\(iii\)](#).
- **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](#).

## EPA Subrecipient Responsibilities When Establishing and Managing Further Subawards:

- **Ensure DBRA Requirements are Included in all Subawards (including loans)** by including a link to the [DBRA Requirements for EPA Subrecipients](#) on all subawards.
- **Provide Oversight to Ensure Compliance with DBRA Provisions:** EPA subrecipients are responsible for oversight of EPA subrecipients to whom they provide subawards, and must ensure those subrecipients comply with the requirements in [29 CFR 5.6](#).

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 DBRA (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.

**END OF DOCUMENT**