

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00153000 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 52	<b>DATE OF AWARD</b> 08/02/2024
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/07/2024
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 80565
		<b>RECIPIENT TYPE:</b> County	
<b>RECIPIENT:</b> DENVER, CITY & COUNTY OF 201 W Colfax Ave Dept 1109 Denver, CO 80202-5332 EIN: 84-6000580		<b>PAYEE:</b> DENVER, CITY & COUNTY OF 201 W Colfax Ave Dept 1109 c/o Dan Fechter Denver, CO 80202-5332	
<b>PROJECT MANAGER</b> Matthew (Mac) Prather 201 West Colfax Avenue Denver, CO 80202 Email: Max.prather@denvergov.org Phone: 314-495-3709		<b>EPA PROJECT OFFICER</b> Montrai Spikes 1595 Wynkoop Street Denver, CO 80202 Email: Spikes.Montrai@epa.gov Phone: 303-312-6350	
<b>EPA GRANT SPECIALIST</b> Cinna Vallejos Grants, Acquisitions, and Inter-Agency Agreements Branch 1595 Wynkoop Street Denver, CO 80202 Email: Vallejos.Cinna@epa.gov Phone: 303-312-6318			
<b>PROJECT TITLE AND DESCRIPTION</b> City and County of Denver Healthy Affordable Home Electrification Program See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 08/15/2024 - 08/14/2027	<b>PROJECT PERIOD</b> 08/15/2024 - 08/14/2027	<b>TOTAL BUDGET PERIOD COST</b> \$ 1,000,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 1,000,000.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 04/14/2023 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>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 8, Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 8, Environmental Protection Agency, Region 8 R8 - Region 8 1595 Wynkoop Street Denver, CO 80202-1129	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official Lindsay Seeger			<b>DATE</b> 08/02/2024

## 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	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,000,000	\$ 1,000,000

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
-	24124WB192	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	\$ 194,737
2. Fringe Benefits	\$ 64,263
3. Travel	\$ 2,000
4. Equipment	\$ 0
5. Supplies	\$ 6,687
6. Contractual	\$ 47,202
7. Construction	\$ 0
8. Other	\$ 654,000
9. Total Direct Charges	\$ 968,889
10. Indirect Costs: 0.00 % Base	\$ 31,111
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 City and County of Denver Office of Climate Action, Sustainability and Resiliency. Specifically, the recipient will provide home electrification and weatherization retrofits for 12 households with critical needs in Denver's Globeville, Elyria Swansea, and Northeast Park Hill neighborhoods and in the City of Commerce City. An energy efficiency program implementer will help the City and County of Denver meet the goals of reducing greenhouse gas emissions from income-qualified homes, improving indoor air quality, and reducing exposure to pollutants for those living with chronic respiratory and health conditions. These retrofits will be paired with targeted community engagement focused on air quality and health and will engage key stakeholders at the local, state and utility level. The activities include:

1. Community and CBO outreach and engagement about relevant issues
2. Neighborhood-based program intake
3. Outreach to local healthcare providers (HCP)
4. Program screening
5. Home Energy and Air Quality Assessments
6. Household Engagement and Education
7. Home Retrofit Scoping
8. Retrofit Installations, solar garden subscriptions and Inspections
9. Home Energy, Air Quality and Health Survey Assessment

The anticipated deliverables include:

- 15 Home Energy and Air Quality Retrofits for Frontline Households
- 24 Healthcare Providers from 6 clinic locations engaged in referral program
- 4 Case Studies with demonstrated impact on indoor air quality and home energy use
- Annual updates to stakeholders on air quality, energy, community engagement and other impacts
- Quarterly and Annual Reports to EPA

The expected outcomes include:

- Measurably increased air quality in participant homes
- Home electrification and weatherization retrofits completed
- Increased knowledge among participants regarding impact of weatherization and electrification on

## indoor air quality

- Measurable improvement to utility bill affordability
- Improvement in reported respiratory symptoms
- Increase in the number of community leaders and stakeholders engaged with local government and other efforts to address indoor and outdoor air quality.
- Strong connections between Healthcare Providers and Home Energy Program Implementers
- Increased dialog and community engagement with local and state government about air quality and health
- Increased resilience of participants to extreme heat events and poor air quality
- Case studies demonstrating health effects and cost-effectiveness of home electrification and weatherization

The intended beneficiaries include:

- Residents of Globeville, Elyria Swansea, NE Park Hill and Commerce City

A non-profit energy efficiency implementer will be the primary sub-recipient of funding through this program, receiving more than 50% of the award funding to maximize the impact in participant homes. The implementer will perform a home assessment to identify potential to provide home electrification and other healthy home upgrades which will directly improve the residents air quality and reduce their carbon footprint and utility bills. This will be followed by specialized education for residents so they can better identify and assess home health risks and maintain their new home measures. Outreach for the purpose of program awareness will begin with clinical staff at Tepeyac. The applicant will also use some funding as participant support costs for outreach meeting with the community.

## 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>.

### General 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): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and *Grant Specialist Cinna Vallejos* [vallejos.cinn@epa.gov](mailto:vallejos.cinn@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): *Grant Specialist Cinna Vallejos* [vallejos.cinn@epa.gov](mailto:vallejos.cinn@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: *Project Officer Montrai Spikes* [spikes.montrai@epa.gov](mailto:spikes.montrai@epa.gov) and *Grant Specialist Cinna Vallejos* [vallejos.cinn@epa.gov](mailto:vallejos.cinn@epa.gov)
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: *Project Officer Montrai Spikes* [spikes.montrai@epa.gov](mailto:spikes.montrai@epa.gov)

## 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 Report 1 - August 15, 2024 - February 14, 2025 (due March 15, 2024). Report 2 - February 15, 2025- August 14, 2025 (due September 14, 2025). Report 3 - August 15, 2025 – February 14, 2026 (due March 14, 2026). Report 4 - February 15, 2026 – August 14, 2026 (due September 14, 2026). Report 5 - August 15, 2026 - February 14, 2027 (due March 14, 2027). Report 6 - February 15, 2027 – August 14, 2027 (6-month period, plus FINAL, DUE 120 days after period of performance. Due November 14, 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 EJPCS 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 EJCS 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

##### State Grant Cybersecurity

The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State 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) 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,

1. 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

1. 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/sites/default/files/2021-03/documents/best-practice-guide-for-procuring-services-supplies-equipment.pdf> 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.

## I. EQUIPMENT DISPOSITION

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, then recipient must request disposition instructions from the EPA Project Officer Disposition instructions will be one of the following:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.
- (2) Except as provided in 2 CFR 200.312 Federally-owned and exempt property, paragraph (b), or if EPA fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair- market value in excess of \$5,000 may be retained by the recipient or sold. EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by EPA's percentage of participation in the cost of the original purchase. If the equipment is sold, EPA may permit the recipient to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The recipient may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a recipient fails to take appropriate disposition actions, EPA may direct the recipient to take disposition actions.

## J. Quality Assurance

1. **QMP Denition.** A Quality Management Plan (QMP) describes an organization's Quality Program and documents how the organization structures its Quality Program, including internal quality procedures for implementing and assessing the eectiveness of the program,

criteria for and areas of application, and roles, responsibilities, and authorities. The QMP also documents all environmental information operations (EIO) to be performed under the Quality Program and how the program will integrate quality assurance (QA), quality control (QC), and Quality Assurance Project Plans (QAPPs) into all its environmental information operations.

2. **QMP and Crosswalk Development and Approval.** In accordance with 2 CFR 1500.12, the recipient shall develop a written QMP that complies with [EPA QA/S-1: EPA Quality Management Plan Standard](#), CIO 2105-S-1 (QA/S-1). The recipient shall submit the QMP, along with a completed [Region 8 QMP Crosswalk](#) for the QA/S-1 Standard, for EPA review **no later than 60 days after award**. In the QMP Crosswalk, the recipient shall identify the specific section(s) of the QMP that addresses the corresponding required QMP element in QA/S-1. Upon EPA's written approval, the recipient shall implement and adhere to the EPA-approved QMP.
3. **Annual QMP Review and QA Reporting.** In accordance with QA/S-1 Section 6, the recipient must review its QMP annually for the 5-year life of the QMP to reconrm the suitability and eectiveness of the approved quality management practices. The recipient shall document the review using the Region 8 QMP Crosswalk. QMP review results and/or revisions made must be submitted to the EPA Project Ocer and EPA Regional Quality Assurance Manager annually. Significant changes made to the Quality Program that impact the performance of work for the Agency requiring the revision of an approved QMP are listed in EPA QA/S-1 Section 6 and require submission of the QMP and completed Region 8 QMP Crosswalk for review and approval by the EPA Project Ocer and Regional Quality Assurance Manager. In addition, annual QA reporting is required as described in the EPA Region 8-approved QMP.
4. **Subawards/Contracts/Subcontracts.** The recipient shall ensure that subawards or contracts/subcontracts involving environmental information operations include appropriate quality requirements for the work. The recipient is responsible for ensuring that subawardees/contractors/subcontractors develop and implement project-level planning documents in accordance with these Terms and Conditions.
5. **QAPP Denition.** A QAPP is a formal planning document that describes how environmental information operations are planned, implemented, documented, and assessed during the life cycle of a project. The QAPP describes the necessary QA and QC requirements and other technical activities that must be implemented to ensure that the results of the environmental information operations performed will satisfy the stated performance and acceptance criteria.
6. **QAPP Development.** The recipient is responsible for ensuring a QAPP(s) is developed that documents the QA, QC, and technical activities that must be implemented to ensure that the project objectives are met. To be approvable, a QAPP or equivalent document must be developed for each project that meets all requirements outlined in [EPA QA/S-2: Quality Assurance Project Plan Standard](#), CIO 2105-S-2 (QA/S-2). For each QAPP, the author must complete the [Region 8 QAPP Crosswalk](#) for the QA/S-2 Standard. In the QAPP Crosswalk, the author shall identify the specific section(s) of the QAPP that addresses the corresponding required QAPP element in QA/S-2, including a detailed explanation for any elements considered not applicable to the grant. This QA requirement applies to all grants and agreements that involve environmental information operations (i.e., the collection, production, evaluation, or use of environmental information by or for EPA and/or the design, construction, operation, or application of environmental technology by EPA).
7. **QAPP Approval.** QAPPs may be developed by the recipient, subawardee, contractor, or subcontractor; however, it is the recipient's responsibility to submit the QAPP and completed QAPP Crosswalk to the EPA Project Ocer for review and approval **no later than 90 days after award**. If a QAPP is authored by a subawardee, contractor, or subcontractor, the recipient is responsible for reviewing the QAPP to ensure it meets QA requirements prior to submitting it to EPA for review and approval.

8. **QAPP Implementation.** The recipient agrees to ensure that no environmental information operations will occur until the QAPP is reviewed and approved by the EPA Regional Quality Assurance Regional Manager or their delegate.
9. **Annual QAPP Review.** Each QAPP has a maximum period of performance of 5 years. For multi-year QAPPs, the QAPP author must review the current QAPP(s) annually to reconrm its suitability and eectiveness. The QAPP author shall document the review using the QAPP Crosswalk. In the QAPP Crosswalk, the author shall identify the specic section(s) of changes to the approved version of the QAPP and include a description of what changed and why in the crosswalk element's comment box. The recipient is responsible for submitting QAPP Crosswalks and/or revised QAPPs to the EPA Project Ocer annually **no later than 60 days prior to the anniversary date of each QAPP's approval date.** Significant changes to the project require the author to modify the QAPP and submit the updated QAPP as a new document as described in Item #6 above. The recipient must submit the updated QAPP and completed QAPP Crosswalk to the EPA Project Ocer for review and approval. Only after the revision has been approved by the Regional Quality Assurance Manager can the change be implemented.
10. **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, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving environmental information operations (i.e., the collection, production, evaluation, or use of environmental information and/or the design, construction, operation, or application of environmental technology). The recipient shall maintain competency for the duration of the agreement's period of performance, and this will be documented during the annual reporting process.

To access the Policy and other information about the Policy, visit [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm). A copy of the Policy is available directly at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements>, or a copy may be requested by contacting the EPA Project Ocer for this award.

#### K. 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 City and County of Denver received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>

#### L. Paperwork Reduction Act

Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid

by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

#### M. Substantial Involvement

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

- monthly telephone calls and other monitoring,
- reviewing project phases and providing approval to continue to the next phase,
- reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 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.
- reviewing and commenting on the programmatic progress reports
- 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).
- Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

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

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.

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.

#### O. 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 (EJG2G) Program, the City and County of Denver Office of Climate Action, Sustainability and Resiliency submitted a Partnership Agreement to EPA that did not include a binding subaward agreement between the recipient and Non-Profit CBO Implementer 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.