

**AMENDMENT NO. 1  
TO AGREEMENT NO. LP45052  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
AMERICAN BEACH WATER AND SEWER DISTRICT**

This Amendment to Agreement No. LP45052 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the American Beach Water and Sewer District (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for American Beach Well Phase Out and Water System Construction (Project), effective March 21, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays in construction completion due to the procurement of materials being readily available due to supply chain issues and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

3. The following is hereby added to Attachment 1 in Section 8:

Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

- i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
- ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

- iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
- iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

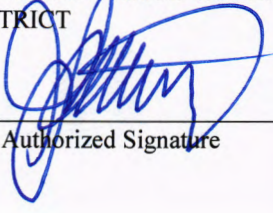
This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.

- 4. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-2 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
- 5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
- 6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

AMERICAN BEACH WATER AND SEWER  
DISTRICT

By:   
Authorized Signature

John F. Martin, Chairman  
Print Name and Title

Date: September 23, 2024

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Secretary or Designee

Angela Knecht, Division Director  
Print Name and Title

Date: \_\_\_\_\_

Matthew Lopez-Calleja, DEP Grant Manager

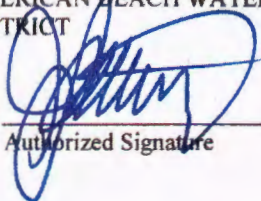
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| <u>Specify Type</u> | <u>Letter/ Number</u> | <u>Description</u>      |
|---------------------|-----------------------|-------------------------|
| Attachment          | 3-3                   | Revised Grant Work Plan |
| Exhibit             | A-1                   | Progress Report Form    |

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

AMERICAN BEACH WATER AND SEWER  
DISTRICT

By: 

Authorized Signature

John F. Martin, Chairman  
Print Name and Title

Date: September 23, 2024

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: 

Secretary or Designee

Angela Knecht, Division Director  
Print Name and Title

Date: \_\_\_\_\_

Matthew Lopez-  
Calleja

Digitally signed by Matthew  
Lopez-Calleja  
Date: 2024.10.14 06:35:44 -04'00'

Matthew Lopez-Calleja, DEP Grant Manager

Sandra Waters

Digitally signed by Sandra Waters  
Date: 2024.10.14 09:18:13 -04'00'

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| <u>Specify Type</u> | <u>Letter/ Number</u> | <u>Description</u>                 |
|---------------------|-----------------------|------------------------------------|
| Attachment          | 1-1                   | Standard Terms and Conditions      |
| Attachment          | 3-3                   | Revised Grant Work Plan            |
| Attachment          | 5-2                   | Revised Special Audit Requirements |
| Exhibit             | A-1                   | Progress Report Form               |

### ATTACHMENT 3-3 REVISED GRANT WORK PLAN

**PROJECT TITLE:** American Beach Well Phase Out and Water System Construction

**PROJECT LOCATION:** The Project will be located on Amelia Island south of the City of Fernandina Beach within Nassau County; Lat/Long (30.5733, -81.4461). See Figures 1 and 2 for a location map and site plan.

**PROJECT BACKGROUND:** American Beach is an historic Atlantic Ocean beach community with aging or nonexistent infrastructure. Of the 311 parcels located within the American Beach Water and Sewer District, roughly 147 parcels are serviced by well water for their domestic water demand and septic tanks and drain fields for their wastewater disposal. This area is uniquely situated along the eastern shoreline of Amelia Island. The geographical limits of the American Beach Community are bounded by the Atlantic Ocean, Amelia River, and Nana Dune, the largest dune in the state of Florida and a National Landmark. To protect the underground water from saline water intrusion and provide a reliable water source to the homeowners of the American Beach community, the Grantee, the American Beach Water and Sewer District (District), intends to provide water services to all parcels in the area using a centralized potable water distribution system and eliminate the need for water wells.

**PROJECT DESCRIPTION:** The well phase out project will include construction of a centralized water distribution system within the District. The water distribution system will consist of approximately 12,320 linear feet of watermain, fifteen (15) fire hydrants, seven (7) automatic flushers and water service laterals to the edge of right-of-way at each parcel and source connection to the existing Nassau Amelia Utility (NAU) water system. The District notes that construction activities will include gopher tortoise relocation. Match for the WIIN funding will be provided by in-kind services in the amount of 150,692.50, by LPA0029 in the amount of \$140,000, LPA0237 in the amount of \$210,000 -- all totaling \$500,692.50 -- and by the Small and Disadvantaged Communities Water Infrastructure Improvement (SDCWII) grant funding included in this Agreement in the amount of \$754,650.

The Grantee anticipates that the funding under this Agreement will result in a fully completed project.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement or match documentation no more frequently than monthly.

#### **Task #1: Project Management**

**Deliverables:** The Grantee will provide project management services related to *American Beach Well Phase Out and Water System Construction*, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task #2: Construction**

**Deliverables:** The Grantee will construct the centralized water distribution system in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**ADVANCE PAYMENT:**

For those grant agreements for which advance payment is approved, the reference to "payment" in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

| Task No.                        | Task Title         | Budget Category      | Grant Amount (WIIN)   | Grant Amount (SDCWII) | Match Amount (Grantee) | Task Start Date | Task End Date |
|---------------------------------|--------------------|----------------------|-----------------------|-----------------------|------------------------|-----------------|---------------|
| 1                               | Project Management | Contractual Services | \$0                   | \$0                   | \$350,000.00           | 07/01/2019      | 12/31/2024    |
|                                 |                    | Salary               | \$0                   | \$0                   | \$110,171.50           |                 |               |
|                                 |                    | Fringe Benefits      | \$0                   | \$0                   | \$440,521.00           |                 |               |
| 2                               | Construction       | Contractual Services | \$1,534,307.50        | \$754,650.00          | \$0                    | 10/01/2021      | 12/31/2024    |
| <b>Total (Including Match):</b> |                    |                      | <b>\$2,789,650.00</b> |                       |                        |                 |               |

Note: The WIIN Grant requires a total match of \$1,255,342.50 (45% of the project costs.) That match will be met through the total of the SDCWII grant amount and the Grantee's match amount.

**SALARY AND FRINGE BENEFITS BY TASK:** Cost reimbursable funding or match hourly rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Project Timeline & Budget Detail table.

| <b>Position</b>             | <b>Hourly Rate<br/>(Combined)</b> | <b>Hourly Rate<br/>(Base)</b> | <b>Hourly Fringe<br/>(Actual)</b> |
|-----------------------------|-----------------------------------|-------------------------------|-----------------------------------|
| PEO Director                | \$ 74.10                          | \$ 52.11                      | \$ 21.99                          |
| PEO Assistant Director      | \$ 48.15                          | \$ 37.50                      | \$ 10.65                          |
| Principal Planner           | \$ 49.35                          | \$ 38.62                      | \$ 10.73                          |
| Planner I                   | \$ 30.70                          | \$ 22.81                      | \$ 7.89                           |
| Planner II                  | \$ 36.62                          | \$ 27.82                      | \$ 8.80                           |
| County Attorney             | \$ 119.72                         | \$ 87.01                      | \$ 32.71                          |
| Sr. Executive Legal Asst.   | \$ 29.23                          | \$ 25.13                      | \$ 4.10                           |
| Executive Legal Asst.       | \$ 29.70                          | \$ 22.28                      | \$ 7.42                           |
| County Manager 33%          | \$ 60.89                          | \$ 42.86                      | \$ 18.03                          |
| Asst. County Manager        | \$ 92.28                          | \$ 66.42                      | \$ 25.86                          |
| County Engineer             | \$ 81.96                          | \$ 58.67                      | \$ 23.29                          |
| Sr. Stormwater Engineer     | \$ 59.09                          | \$ 47.15                      | \$ 11.94                          |
| Construction Inspector      | \$ 37.76                          | \$ 28.69                      | \$ 9.07                           |
| NAU Superintendent          | \$ 35.37                          | \$ 30.42                      | \$ 4.95                           |
| OMB Director                | \$ 78.04                          | \$ 55.73                      | \$ 22.31                          |
| Contracts Manager           | \$ 40.44                          | \$ 31.52                      | \$ 8.92                           |
| Grants Specialist           | \$ 28.67                          | \$ 21.40                      | \$ 7.27                           |
| Admin. Specialist I (PEO)   | \$ 19.86                          | \$ 17.10                      | \$ 2.76                           |
| Admin. Specialist I (Eng.)  | \$ 28.69                          | \$ 21.41                      | \$ 7.28                           |
| Admin. Specialist II (Eng.) | \$ 27.66                          | \$ 20.53                      | \$ 7.13                           |
| Admin. Specialist (NAU)     | \$ 23.34                          | \$ 16.71                      | \$ 6.63                           |
| Admin. Specialist I (OMB)   | \$ 22.81                          | \$ 16.36                      | \$ 6.45                           |

Note: Upon submission of each payment request, the Grantee certifies that the hours and rates submitted are accurate and allowable costs for the grant agreement. Upon request by the Department's grant manager, additional documentation of hours worked will be provided.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                           |                                                                                                                                                                    |                                                     |                                                                                                                                                          |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b><br><br><b>Grant Agreement</b> | <b>GRANT NUMBER (FAIN):</b> 02D13421<br><b>MODIFICATION NUMBER:</b> 0<br><b>PROGRAM CODE:</b> L8                                                                   |                                                     | <b>DATE OF AWARD</b><br>09/16/2021                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                           | <b>TYPE OF ACTION</b><br>New                                                                                                                                       |                                                     | <b>MAILING DATE</b><br>09/23/2021                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                           | <b>PAYMENT METHOD:</b><br>ASAP                                                                                                                                     |                                                     | <b>ACH#</b><br>40199                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                           | <b>RECIPIENT TYPE:</b><br>State                                                                                                                                    |                                                     |                                                                                                                                                          |
| <b>RECIPIENT:</b><br>Florida Department of Environmental Protection<br>3900 Commonwealth Boulevard<br>Tallahassee, FL 32399-0001<br><b>EIN:</b> 59-6007353                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                           | <b>PAYEE:</b><br>FLDEPECO - Florida Department of Environmental Protection<br>3800 Commonwealth Blvd.<br>Tallahassee, FL 32399-3000                                |                                                     |                                                                                                                                                          |
| <b>PROJECT MANAGER</b><br>Michael Isaacson<br>3900 Commonwealth Blvd.<br>Tallahassee, FL 32399-3000<br><b>Email:</b> michael.isaacson@dep.state.fl.us<br><b>Phone:</b> 950-245-2928                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                           | <b>EPA PROJECT OFFICER</b><br>Marieco Myart<br>61 Forsyth Street SW<br>Atlanta, GA 30303-8960<br><b>Email:</b> myart.marieco@epa.gov<br><b>Phone:</b> 404-562-8253 |                                                     | <b>EPA GRANT SPECIALIST</b><br>Latoria Davis<br>Grants and Audit Management Section<br><b>Email:</b> Davis.Latoria@epa.gov<br><b>Phone:</b> 404-562-9782 |
| <b>PROJECT TITLE AND DESCRIPTION</b><br>Assistance for Small and Disadvantaged Communities Drinking Water Grant Program (SDWA 1459A)<br>This action approves an award in the amount of \$1,677,000 to the Florida Department of Environmental Protection to support their efforts with planning, design, and construction of new water distribution systems to the American Beach community. Expected outcomes include mitigation of possible health risks due to limited access to reliable safe drinking water, reduction of water loss due to inferior local water distribution to housing and improvements to the American Beach community drinking water quality supply system. This project will install new potable water mains to provide water to each of the 287 parcels within their service area. Direct beneficiaries of this project include residents of the American Beach Community. The state will provide assistance in the form of construction funding to subrecipients.                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                           |                                                                                                                                                                    |                                                     |                                                                                                                                                          |
| <b>BUDGET PERIOD</b><br>10/01/2021 - 12/31/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>PROJECT PERIOD</b><br>10/01/2021 - 12/31/2024                          | <b>TOTAL BUDGET PERIOD COST</b><br>\$ 3,049,650.00                                                                                                                 | <b>TOTAL PROJECT PERIOD COST</b><br>\$ 3,049,650.00 |                                                                                                                                                          |
| <b>NOTICE OF AWARD</b><br>Based on your Application dated 06/29/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,677,000.00. EPA agrees to cost-share <u>54.99%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,677,000.00. 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. |                                                                           |                                                                                                                                                                    |                                                     |                                                                                                                                                          |
| <b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                           | <b>AWARD APPROVAL OFFICE</b>                                                                                                                                       |                                                     |                                                                                                                                                          |
| <b>ORGANIZATION / ADDRESS</b><br>U.S. EPA, Region 4<br>61 Forsyth Street<br>Atlanta, GA 30303-8960                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                           | <b>ORGANIZATION / ADDRESS</b><br>U.S. EPA, Region 4, Water Division<br>R4 - Region 4<br>61 Forsyth Street<br>Atlanta, GA 30303-8960                                |                                                     |                                                                                                                                                          |
| <b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                           |                                                                                                                                                                    |                                                     |                                                                                                                                                          |
| <b>Digital signature applied by EPA Award Official</b> Keva R. Lloyd - Grants Management Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                           |                                                                                                                                                                    |                                                     | <b>DATE</b><br>09/16/2021                                                                                                                                |



## Budget Summary Page

| Table A - Object Class Category<br>(Non-Construction) |  | Total Approved Allowable<br>Budget Period Cost |
|-------------------------------------------------------|--|------------------------------------------------|
| 1. Personnel                                          |  | \$ 0                                           |
| 2. Fringe Benefits                                    |  | \$ 0                                           |
| 3. Travel                                             |  | \$ 0                                           |
| 4. Equipment                                          |  | \$ 0                                           |
| 5. Supplies                                           |  | \$ 0                                           |
| 6. Contractual                                        |  | \$ 0                                           |
| 7. Construction                                       |  | \$ 0                                           |
| 8. Other                                              |  | \$ 3,049,650                                   |
| 9. Total Direct Charges                               |  | \$ 3,049,650                                   |
| 10. Indirect Costs: 0.00 % Base                       |  | \$ 0                                           |
| 11. Total (Share: Recipient 45.01 % Federal 54.99 %)  |  | \$ 3,049,650                                   |
| 12. Total Approved Assistance Amount                  |  | \$ 1,677,000                                   |
| 13. Program Income                                    |  | \$ 0                                           |
| 14. Total EPA Amount Awarded This Action              |  | \$ 1,677,000                                   |
| 15. Total EPA Amount Awarded To Date                  |  | \$ 1,677,000                                   |

## Administrative Conditions

### General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

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-november-12-2020-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify 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): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)

MBE/WBE reports (EPA Form 5700-52A): [R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov) Cc: [morrisette.michael@epa.gov](mailto:morrisette.michael@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:

Michael Morrisette / Grants Management Specialist  
[morrisette.michael@epa.gov](mailto:morrisette.michael@epa.gov)  
404-562-9551

Caroline Ejimofor/ Project Officer  
[ejimofor.caroline@epa.gov](mailto:ejimofor.caroline@epa.gov)  
404-562-9309

Payment requests (if applicable):  
Caroline Ejimofor/ Project Officer  
[ejimofor.caroline@epa.gov](mailto:ejimofor.caroline@epa.gov)  
404-562-9309

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:  
Caroline Ejimofor/ Project Officer  
[ejimofor.caroline@epa.gov](mailto:ejimofor.caroline@epa.gov)  
404-562-9309

## Programmatic Conditions

### GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS

#### A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

##### Performance Reports - Content

In accordance with 2 CFR 200.328, 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) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

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 **quarterly** 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 December 31, March 30, June 30, September 30.

The final project report is due within 90 days of the budget/project period end date.

These reports shall cover work status, work progress, difficulties encountered, and preliminary project results and a statement of activity anticipated during the subsequent reporting period. 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.

In addition, the report shall include brief information on each of the following areas:

- Description of the underserved communities impacted, including community type (small, disadvantaged, both small and disadvantaged)
- Project Types (treatment, transmission and distribution, storage, consolidation, household water quality testing, TMF, other)
- Public Health Benefits
- Populations served (either by Project or by the System)
- PWS Numbers (if applicable)
- System Names
- System Types
- Amount of any funding leveraged (for example co-funding of projects / activities or further investments made as a result of grant awards)

Furthermore, the recipient agrees to include in their reports 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns.

##### Subaward Performance Reporting

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

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

## **B. COST SHARE REQUIREMENT**

In addition to any required cost share noted on the award, the recipient must:

1. provide any land, easements, rights-of-way, and relocations necessary to carry out the project or activity; and
2. pay 100 percent of any operation and maintenance costs associated with the project or activity.

## **C. CYBERSECURITY**

(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 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) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **D. 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 the Procurement Standards of 2 CFR 200 Subpart D (200.317 through 200.326). No assistance agreement funds shall be used to reimburse the Federal share of any procurement action found to be in noncompliance with the procurement standards. 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. In addition:

a. In accordance with the Procurement Standards of 2 CFR 200 Subpart D (200.317 through 200.326), for each proposed procurement with a threshold of \$150,000 or more that is to be awarded without competition, prior to contract execution the recipient shall provide the following documentation to the EPA Project Officer for review:

(i) Justification of the single source procurement and how the procurement is permissible under the recipient's written procurement procedures;

- (ii) A copy of the cost or price analysis;
- (iii) Basis for selection;
- (iv) A copy of the proposed contract; and
- (v) Basis for award cost or price.

b. In accordance with the Procurement Standards of 2 CFR 200 Subpart D (200.317 through 200.326), for each proposed competitive procurement with a threshold of \$150,000 or more, prior to contract execution, the recipient shall provide the following documentation to the EPA Project Officer for review:

- (i) A copy of the solicitation announcement;
- (ii) A copy of the cost or price analysis;
- (iii) Basis for selection;
- (iv) A copy of the proposed contract; and
- (v) Basis for award cost or price.

#### **E. ENVIRONMENTAL REVIEW**

The recipient agrees to submit requested information to the EPA Project Officer to determine the applicability of an environmental review prior to undertaking project activities. The EPA Project Officer will ensure that grant agreements adhere to the procedural requirements of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 4321 et seq., as implemented by the Council on Environmental Quality (CEQ) Regulations (40 CFR Parts 1500 through 1508), and the EPA's NEPA Regulations (40 CFR Part 6).

#### **F. WORK PLAN**

The recipient agrees to perform the activities identified and specified in the work plan, which is made part of this Assistance Agreement. The recipient shall provide or make available to the EPA Project Officer copies of the work plans associated with grants and contracts that it may enter into with other agencies and organizations related to activities conducted under this grant.