



**Adams County Health Department, Environmental Health Division
Love My Air, Colorado Local Entity Air Network (CLEAN)
SUBRECIPIENT AGREEMENT
with City of Commerce City**

PASS-THROUGH ENTITY:

Adams County Health Department
4430 S. Adams County Parkway,
Brighton CO 80601
Unique Entity ID: FV56SRLGHGJ6

SUBRECIPIENT:

Commerce City
7887 E. 60th Ave.
Commerce City, CO 80022
Unique Entity ID: KS2GKPTZN997

Federal Awarding Agency: U.S. Environmental Protection Agency (EPA)

Pass-through Entity: Adams County Health Department

Grant Number (FAIN): 00114500

Date of EPA Award: 06/02/2023

Project and Award Description: See Exhibit A for Subaward Project Description. See Exhibit B for Federal Award Description. Subaward is Not for Research and Development.

Subaward Period of Performance: 2/1/2024 – 1/15/2026

EPA Award Budget Period: 06/07/2023 – 01/15/2026

EPA Award Project Period: 06/07/2023 – 01/15/2026

EPA Award Total Budget Period Cost: \$438,775.00

EPA Award Total Project Period Cost: \$438,775.00

Total EPA Funds Obligated Under this Agreement: \$1,000

Agreement Documents: **Exhibit A** – Scope of Work, Budget, and Project Descriptions
 Exhibit B – EPA Notice of Award to ACHD

AGREEMENT

This SUBRECIPIENT AGREEMENT (“Agreement”) is made between the Adams County Health Department (“ACHD”) and City of Commerce City (“Subrecipient”). ACHD and Subrecipient may each be referred to herein, individually, as a “Party”, or collectively, as “the Parties”.

1. Federal "Flow Down" Requirements.

Subrecipient is responsible for complying with all relevant Federal statutes, regulations and the terms of the EPA award. These requirements include:

- a.** All terms of the EPA award, attached hereto as Exhibit B, and incorporated herein by reference.
- b.** Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- c.** Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the EPA award entitled “Reporting Subawards and Executive Compensation.”
- d.** Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.9 and the General Condition of the EPA award entitled “Consultant Fee Cap.”
- e.** EPA’s prohibition on paying management fees as set forth in General Condition of the EPA award entitled “Management Fees.”
- f.** The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors and access to Subrecipient records for verification of compliance with 2 CFR 200.331 as well as 2 CFR Part 200, Subpart D, Post Federal Award Requirements for Financial and Program Management, and 2 CFR Part 200, Subpart F, Audit Requirements.

2. Renewal and Termination.

- a. Renewal.** This Agreement may be renewed or amended only by the mutual written agreement of the Parties.
- b. Termination.** ACHD or Subrecipient may terminate this Agreement at any time and for any reason upon written notice to the other Party of at least five (5) days before the effective date of such termination.

3. Payment for Services. For services rendered, ACHD agrees to pay Subrecipient, pursuant to the terms of this Agreement, the not to exceed total of \$1,000.

4. Cooperation. Both Parties will seek each other's cooperation in carrying out the provisions of this Agreement. During the term of this Agreement, arrangements may be made for periodic meetings between Subrecipient and ACHD to promote understanding of, and adjustments to, this Agreement and/or the work performed under this Agreement.

5. Work Product.
 - a. Any data, reports, client records, documents or other information provided by ACHD to Subrecipient during the Agreement Term, or created by Subrecipient for ACHD, shall be and remain the sole property of ACHD at all times (collectively, the "Materials"). Subrecipient shall return or provide to ACHD such Materials upon the completion or termination of the services provided under this Agreement. Subrecipient agrees not to release, divulge, publish, transfer, sell, or otherwise make known any such Materials without the express prior written consent of ACHD, or as otherwise required by law.
 - b. Subrecipient authorizes ACHD and its agents to use all Materials for all legal purposes, including, but not limited to, the promotion of the activities of ACHD. Subrecipient expressly waives any right of compensation (except as provided for in this Agreement), and any other claim arising or potentially arising out of ACHD's use of any of the Materials. Additionally, Subrecipient waives any right to inspect or approve the finished use of any Materials in any form, including, but not limited to, newspapers, journals, brochures, annual reports, radio, television, videos, slide presentations, cablecasting and closed-circuit viewing.

6. Advertising. No advertising, publicity, or news release containing any reference to ACHD shall be used by Subrecipient, or anyone on Subrecipient's behalf, unless prior written approval is obtained from ACHD. ACHD may release information regarding this Agreement to the general public and news media. Subrecipient grants to ACHD a non-exclusive license to include Subrecipient's name in information pertaining to the Agreement that is released to the public.

7. Personnel and Subcontractors.
 - a. All the work to be performed pursuant to this Agreement will be performed by Subrecipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such work.
 - b. None of the work to be performed by Subrecipient shall be subcontracted to any other party, except as may be provided in the Scope of Work, without the prior written approval of ACHD. Failure to obtain ACHD's prior written approval of any subcontractor shall result in the disallowance of reimbursements for any work provided by any such subcontractor.

8. Compliance.

- a. The Parties will each comply with all applicable statutes, laws, rules, and regulations when carrying out its obligations under this Agreement.
- b. The Parties will carry out all obligations with reasonable care and in accordance with activities contemplated under this Agreement.
- c. Subrecipient will cooperate with ACHD in supplying information to ACHD, or in complying with any procedures which might be required by any governmental agency in order for ACHD to establish that it has observed all requirements of the law with respect to this Agreement.

9. Nondiscrimination. Subrecipient shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. ACHD is an equal opportunity employer.

10. Independent Contractor. The relationship between Subrecipient and ACHD is that of an independent contractor. Subrecipient shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. Subrecipient shall not be deemed to be, nor shall it represent itself as an employee, or joint venture of ACHD. No employee or officer of ACHD shall supervise Subrecipient. **Subrecipient is not entitled to worker's compensation benefits under ACHD's worker's compensation coverage, or any other ACHD employee benefits. Subrecipient shall be solely responsible for payment of federal and state income tax that may arise from monies earned under this Agreement. ACHD will not withhold or make payments for social security, make unemployment or disability insurance contributions or obtain Workers Compensation insurance on Subrecipient's behalf.**

11. Insurance. ACHD and Subrecipient are both recognized as political subdivisions of the State of Colorado. As such, they are governed by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. The Parties acknowledge and agree that ACHD and Subrecipient, their respective officers, and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by said Act. As such, each Party shall maintain such insurance as is standard for governmental entities. Each Party shall supply the other Party with applicable certificates of insurance upon request.

12. Notice. Any notice to be given hereunder by either Party to the other may be affected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the Parties at the addresses above. Either Party may change its address by written notice in accordance with this paragraph.

13. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceeding against either ACHD or Subrecipient because of any term contained in this Agreement.
14. Assignment. Subrecipient shall not assign this Agreement in whole or in part without prior written consent of ACHD.
15. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
16. Governmental Immunity.
 - a. The Parties acknowledge and agree that both Parties and their respective officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, as it is from time to time amended.
 - b. Neither ACHD nor Subrecipient shall be liable to the other or shall make claim for any incidental, indirect or consequential damages arising out of or connected in any way to the work referenced within this Agreement. The mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income or any other consequential damages that either Party may have incurred from any cause of action including negligence or breach of contract.
17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
18. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
19. Waiver. The failure of either Party at any time to require performance of the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any other or subsequent breach, or as a waiver of the provision itself.
20. Survival. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after its expiration or termination of this Agreement.
21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

22. Jurisdiction and Venue. The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
23. Authorization. Each Party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
24. Security Breaches and Personal Information.
- a. If Subrecipient obtains personal identifying information, as that term is defined in C.R.S. 24-73-101, from ACHD during the course of this Agreement, Subrecipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. 24-73-101 when that information is no longer needed for the performance of this Agreement. Subrecipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.
 - b. In the event of a security breach, as defined in C.R.S. 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Subrecipient shall notify ACHD of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with ACHD, including sharing with ACHD any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

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IN WITNESS WHEREOF, the Parties have caused this Subrecipient Agreement to be executed by its duly authorized representatives.

ACHD: <u>Kelly N. Weidenbach</u> Signature Date: <u>Feb. 16, 2024</u> Name: <u>Kelly N Weidenbach, DrPH, MPH</u> Title: <u>Executive Director</u>	Subrecipient: <u>Rosemarie Russo</u> Signature Date: <u>2/16/2024</u> Name: <u>Rosemarie Russo</u> Title: <u>Sustainability Director</u>
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**APPROVED AS TO FORM
COUNTY ATTORNEY**

M. Aguiar

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**Adams County Health Department, Environmental Health Division
Love My Air, Colorado Local Entity Air Network (CLEAN)
SUBRECIPIENT AGREEMENT
with City of Commerce City**

**EXHIBIT A
SCOPE OF WORK**

Project Description:

The Love My Air Colorado Local Entity Air Network (CLEAN) program empowers communities to live better, longer by reducing air pollution and limiting exposure through behavior changes, advocacy, and community engagement. The program provides low-cost air sensors, a program data dashboard, and programming support to increase understanding of the impact of particulate matter on air quality and what individuals can do to protect their health. Through CLEAN, partners host and create programming and communications to raise awareness about air quality, empower individuals to adjust behaviors to reduce air quality impacts, and empower individuals to change behaviors to reduce exposure to poor air quality.

Project Objectives:

- Gather real-time, hyper-local air quality data by placing air quality monitoring sensors within the community, in collaboration with community partner organizations.
- Provide community members with easy access to local air quality data through a user-friendly data dashboard.
- Empower communities, families, schools and parks and recreation districts to limit exposure and reduce pollution through behavior change, advocacy, and community engagement.
- Support community partners to incorporate air quality education and information into their diverse programming.
- Convene a cohort of community partners to share lessons learned.

Program Activities: Subrecipient will use funding under this Agreement to support the Project Objectives described above. Allowable uses of funding are broad to allow Subrecipient to support Project Objectives within their diverse organization activities.

Subrecipient Organization Description:

Just 70 years after incorporation, Commerce City (the City/C3) has blossomed into one of the most popular places to move to in the State of Colorado (State). Sitting on the northern edge of Denver in Adams County, C3 now boasts one of Colorado's fastest growing economies and populations. C3 is committed to sustainability and in 2023 approved a Sustainability Action Plan and an 11 member Environmental Advisory Policy Commission. This grant will help us achieve goals to improve community health

Subrecipient Responsibilities:

- **Use of Funding.**
 - The \$1,000 will be used to design messaging and conduct air quality workshops about the results of the sensor data.

- **Air Quality Sensor(s).**
 - Subrecipient requests and allows for the installation of ACHD air quality sensor(s) at the following property location(s):
 - Eagle Pointe Recreation Center
6060 Parkway Dr.
Commerce City, CO 80022
 - Bison Ridge Recreation Center
13905 E 112th Ave
Commerce City, CO 80022
 - Subrecipient shall grant ACHD access to said property, as needed, for ACHD to carry out its responsibilities related to air quality sensor(s) installed on Subrecipient’s property.
 - Subrecipient shall exercise reasonable care to ensure air quality sensor(s) are secure and remain in working order.
 - Subrecipient shall notify ACHD as soon as possible of any air quality sensor(s) loss or damage. Subrecipient is not responsible for costs associated with loss or damage.
- **Reporting.** Subrecipient shall:
 - Provide information relevant to work performed under this Agreement during EPA quarterly reporting periods and upon request from ACHD.
 - Submit a final report on work performed under this Agreement no later than **October 31, 2025**. This report shall include **(1)** A description of the work performed under this Agreement. (500 words or less). **(2)** A description of the audiences reached through the work performed under this Agreement. (250 words or less). **(3)** The number of individuals reached through work performed under this Agreement. And **(4)** At least one highlight from the work performed. (250 words or less).

ACHD Responsibilities:

- **Air Quality Sensors.**
 - ACHD shall, at no cost to Subrecipient, **(1)** Survey properties, as needed, to determine suitable location(s) to install air quality sensor(s). **(2)** Install air quality sensor(s) in location(s) approved by Subrecipient. **(3)** Perform maintenance and troubleshooting at air quality sensor(s), estimated to occur as often as weekly. And **(4)** Remove air quality sensors upon the expiration or termination of this Agreement.
 - ACHD shall retain all title, rights, and ownership of its equipment.
- **Access to Data.** ACHD shall provide Subrecipient with access to air quality sensor data through its CLEAN data dashboard.
- **Technical Assistance.** ACHD shall provide technical assistance to Subrecipient as needed to carry out the work under this Agreement.
- **Educational Materials and Information.** ACHD shall provide educational materials and information to assist Subrecipient with incorporating air quality into their diverse organization activities.

Project Points of Contact:

The following individuals will serve as the primary points of contact regarding work performed under this Agreement.

- **Adams County Health Department**

- Renata Trisilawati
- rtrisilawati@adcogov.org
- 720 969 0700
- **Subrecipient**
 - Rosemarie Russo
 - rrusso@c3gov.com
 - **303 289-3652**

Payment Terms:

- Subrecipient shall send an invoice via email to ACHD for expenses incurred according to the Budget below. All invoices shall include a description of the expenditures incurred, by activity, during the invoice period. ACHD shall reimburse Subrecipient within thirty (30) days receipt of said invoice.
- Subrecipient shall be responsible for all taxes for all payments received and will complete a Form W-9 upon signing this Agreement.
- Subrecipient shall maintain records and documentation of work performed under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

Budget:

Budget Items	Brief Description	Amount
Graphic Design	Design work for dashboard displays and translation services.	\$400
Workshop	Food and Beverages	\$200
Community Mailer	Mailer to community members to explain the type of data recorded and health impacts.	\$400
TOTAL		\$1,000

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**Adams County Health Department, Environmental Health Division
Love My Air, Colorado Local Entity Air Network (CLEAN)
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**EXHIBIT B
EPA NOTICE OF AWARD TO ACHD**


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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$403,996	\$403,996
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	\$54,799	\$54,799
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$438,795	\$438,795

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act, Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Site Name	Req No	FY	Approp. Code	Fiscal Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2309FI0010	22	E1S7	09F	000A04	4183	-	-	\$403,996

 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement</p>		<p>GRANT NUMBER (EANY): 00114500 MODIFICATION NUMBER: DX DATE OF AWARD: 06/02/2023 TYPE OF ACTION: New MAILING DATE: 06/07/2023 PAYMENT METHOD: ASAP ACH#: 80489</p>
<p>RECIPIENT TYPE: County</p> <p>RECIPIENT: Adams County 4430 Adams County Parkway Brighton, CO 80601-5204 EIN: 84-6000732</p>		<p>Send Payment Request to: Contact EPA RTRPC at: rtrpc-grants@epa.gov</p> <p>PAYEE: Adams County 4430 South Adams County Parkway Brighton, CO 80601</p>
<p>PROJECT MANAGER: Brian Hlavacek 4430 South Adams County Parkway Brighton, CO 80601 Email: bhlavacek@adco.gov Phone: 720-523-7209</p>		<p>EPA GRANT SPECIALIST: Esther Son Grants, Acquisition and Iss Branch, BMSD-GA 1595 Wynkoop Street Denver, CO 80202 Email: son.esther@epa.gov Phone: 303-312-6772</p>
<p>PROJECT TITLE AND DESCRIPTION: Love My Air Colorado Local Entry Air Network (CLEAN) See Attachment 1 for project description.</p>		
<p>BUDGET PERIOD: 06/07/2023 - 01/15/2026</p>	<p>PROJECT PERIOD: 06/07/2023 - 01/15/2026</p>	<p>TOTAL BUDGET PERIOD COST: \$438,775.00</p>
<p>NOTICE OF AWARD</p> <p>Based on your Application dated 03/25/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$403,996.00. EPA agrees to cost-share 92.07% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$403,996.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out the award terms and conditions within 21 days after the EPA award or a subsequent 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>		
<p>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE): U.S. EPA, Region 8, LOARD 1595 Wynkoop Street Denver, CO 80202-1129</p>		<p>AWARD APPROVAL OFFICE: U.S. EPA, Region 8, LOARD 1595 Wynkoop Street Denver, CO 80202</p>
<p>Digital signature applied by EPA Award Official Sarah Hulstom</p>		
<p>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</p>		<p>DATE: 06/02/2023</p>

Budget Summary Page

Table A - Object Class Category (Non-Construction)		Total Approved Allowable Budget Period Cost
1. Personnel		\$180,807
2. Fringe Benefits		\$88,274
3. Travel		\$973
4. Equipment		\$0
5. Supplies		\$0
6. Contractual		\$0
7. Construction		\$0
8. Other		\$163,985
9. Total Direct Charges		\$403,639
10. Indirect Costs: 10.00 % Base		\$35,136
11. Total (Share: Resident 7.93 %; Federal 92.07 %)		\$438,775
12. Total Approved Assistance Amount		\$403,985
13. Program Income		\$0
14. Total EPA Amount Awarded This Action		\$403,985
15. Total EPA Amount Awarded To Date		\$403,985

Attachment 1 - Project Description

The agreement provides funds to conduct ambient air monitoring of pollutants of greatest concern in communities with environmental and health outcome disparities stemming from pollution and the COVID-19 pandemic. Adams County will monitor for fine particulate matter 2.5 microns or less in diameter (PM2.5). The county, in partnership with eight community partners has developed a community air monitoring network consisting of particulate matter sensors that display real-time, public facing data across Adams and Arapahoe Counties. This project will build on that established community air monitoring network, expand opportunities for community voices in air quality conversations and policy, increase opportunities for community capacity building, continue to build trust among partners and with community, and identify policy, systems and environmental changes to promote public health and reduce air pollutants while leveraging existing air quality expertise. The key components of the project are a community air monitoring network, community partner learning cohort, community-driven projects that leverage data for educational and advocacy purposes. The activities will be used to support community and local efforts to monitor their own air quality and to promote air quality monitoring partnerships between communities, state, and local governments that leverage existing air quality expertise, expand use of community monitoring groups and other approaches that give the community a voice in the monitoring of the air quality, and build a foundation of trusting relationships and enhanced understanding from which sustainable solutions to community air pollution problems can be found.

Specifically, Adams County will continue the expansion and evolution of a learning cohort of engaged partner organizations. They will conduct community engagement to give the community a voice in monitoring efforts and enhance partners understanding of community-driven solutions to air pollution. Community outreach and education efforts will be implemented to create awareness of air quality issues that will promote behavior change and public health. Through the use of air sensors that will display real-time, public data, the county will be able to answer community questions regarding air quality and allow families and individuals make behavioral decisions that are best for themselves and their health. The data will be found on a public website.

The anticipated deliverables include the deployment of PM 2.5 sensors, development of a public-facing real time data dashboard, a shared repository of air quality resources, an air quality cohort of partners, community engagement and outreach activities that will create an increased voice in decision making.

The expected outcomes include increased community awareness and access to information and tools. Identification of actions to mitigate air pollutants, increased trust between cohort partners. Increased collaboration with project partners and an increased community voice in air quality topics at a local and regional level. Long term outcomes include reduced exposure to air pollutants and improved public health outcomes.

The intended beneficiaries include the residents in the communities of Adams and Arapahoe counties of Colorado. Subawards to Cohort partners for programming supplies.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-rc-later>

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

The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions#general>

A. Correspondence Condition

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

- Federal Financial Reports (SF-425): ffc-grants@epa.gov and son.esther@epa.gov

- MBE/WBE reports (EPA Form 5700-52A): son.esther@epa.gov

- All other forms/verifications/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: Yechan Lim lim.yechan@epa.gov and Esther Son son.esther@epa.gov.

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: lim.yechan@epa.gov

B. Leveraging

Leveraging: The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated 4/24/2023. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated 4/24/2023 EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

Voluntary Cost-Share or Overmatch

This award and the resulting federal funding of **\$403,996** is based on estimated costs requested in the

recipient's application dated . Included in these costs is a voluntary cost-share contribution of **\$34,779** by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated 4/9/2023. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated 4/9/2023, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

Programmatic Conditions

Grant Programmatic Terms and Conditions (as of 2/01/2023)

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) 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 quarterly reporting period ends. The reporting periods are October-December, January-March, April-June and July-September. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

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.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

B. Data Reporting

Data and/or related observations must be shared publicly and in a practicable amount of time throughout the lifetime of the project and not only after the project is at or near completion.

C. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition by including this requirement in subaward agreements, and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

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

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively,

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

E. Public or Media Events

The Recipient agrees 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.

F. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdlc.gov/>.

G. Leveraging

Leveraging: The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated **4/24/2023**. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated **4/24/2023** EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

Voluntary Cost-Share or Overmatch

This award and the resulting federal funding of **\$403,996** is based on estimated costs requested in the recipient's application dated **4/24/2023**. Included in these costs is a voluntary cost-share contribution of **\$34,779** by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated **4/23/2023**. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost-share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated **4/23/2023**, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

H. Quality Assurance (Updated 01/31/2023)

Instructions: Refer to the instruction or option selections shown in red with grey highlight and edit to support the

sponsoring EPA organization's implementation of the Agency's graded approach.

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

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

Quality Management Plan (QMP) (When required, select an Option for clause a.)

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

Option 1

i. Develop a QMP,

ii. Prepare the QMP in accordance with the current version of EPA's [Quality Management Plan \(QMP\) Standard](#). Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

Option 2:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within [insert, e.g., 30/60/90] days after grant award, and/or no more than [insert, e.g., 90/120/180] days after grant award.

(QAM may specify both timeframes or specify only one timeframe and remove the other.)

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmission of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#). (QAM or PO may add another specification).

d. The recipient must submit a QMP crosswalk with the QMP. (Remove if not required) (If this item remains, attach the link in For Reference.)

2. Quality Assurance Project Plan (QAPP) (Select an Option for clause a.)

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

Option 1

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA [QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval

Option 2

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

Option 3

i. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The recipient must submit the QAPP [insert, e.g., 30/60/90] days after grant award, and/or no more than [insert, e.g., 90/120/180] days after grant award

(QAM may specify both timeframes or specify only one timeframe and remove the other.)

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

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur (QAM or PO may add additional specifications).

e. The recipient must submit a QAPP [crosswalk, checklist] with the QAPP. (Remove if not required) (If this item remains, attach and/or include the link in For Reference.)

For Reference:

• [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#) contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• [EPA QA/R-5: Guidance for Quality Assurance Project Plans](#). Appendix C provides a QAPP Checklist.

• (QAM and/or PO may insert QA references that inform or assist the recipient here).

• EPA's [Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#)

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

I. Use of Logos

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

J. DURC/DURC

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (DURC Policy) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the DURC Policy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (ICDUR) (DURC@epa.gov) of the institution's determination.









Contract ready for signatures -EH_CLEAN_E_C ommerceCity_20240201-20260101

Final Audit Report

2024-02-21

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By:	Jennifer Tellis (jtellis@adcogov.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAN2BOJBp6_dU8O42P718KNqosMkYHY9DV

"Contract ready for signatures -EH_CLEAN_E_CommerceCity_2 0240201-20260101" History

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2024-02-21 - 7:45:11 PM GMT- IP address: 104.47.65.254
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Signature Date: 2024-02-21 - 7:45:22 PM GMT - Time Source: server- IP address: 67.230.204.5
-  Agreement completed.
2024-02-21 - 7:45:22 PM GMT