

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 06000113 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> CS	<b>DATE OF AWARD</b> 09/20/2013
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/27/2013
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 90020
<b>RECIPIENT TYPE:</b> State		<b>Send Payment Request to:</b> Las Vegas Finance Center, Fax (702) 798-2423	
<b>RECIPIENT:</b> CA State Water Res Ctrl Brd 1001 I Street Sacramento, CA 95814 <b>EIN:</b> 68-0281986		<b>PAYEE:</b> CA State Water Res Ctrl Brd 1001 I Street Sacramento, CA 95814	
<b>PROJECT MANAGER</b> James Maughan 1001 I Street Sacramento, CA 95814 <b>E-Mail:</b> jmaughan@waterboards.ca.gov <b>Phone:</b> 916-341-5694		<b>EPA PROJECT OFFICER</b> Juanita Licata 75 Hawthorne Street, WTR-3 San Francisco, CA 94105 <b>E-Mail:</b> Licata.Juanita@epa.gov <b>Phone:</b> 415-972-3450	
		<b>EPA GRANT SPECIALIST</b> GwenL Brown Grants Management Office, MTS-7 <b>E-Mail:</b> brown.gwenl@epa.gov <b>Phone:</b> 415-972-3661	
<b>PROJECT TITLE AND DESCRIPTION</b> State Water Pollution Control Revolving Fund The primary purpose/objective of this program is to capitalize California's Clean Water State Revolving Fund (CW-SRF) program for financing wastewater, non-point source and other infrastructure improvements allowed by the Clean Water Act (CWA) Title VI. The California State Water Resources Control Board (SWRCB) will lend these funds to municipalities in CA at below market interest rates to address their wastewater infrastructure and water quality needs and to vitalize CA's economy.  This grant provides full federal funding in the amount of \$95,485,000 for administration of CA SWRCB's CWSRF program.  Preaward costs have been approved back to July 1, 2013.			
<b>BUDGET PERIOD</b> 07/01/2013 - 06/30/2020	<b>PROJECT PERIOD</b> 07/01/2013 - 06/30/2020	<b>TOTAL BUDGET PERIOD COST</b> \$114,582,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$114,582,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 12/21/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$95,485,000. EPA agrees to cost-share <u>83.33%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$95,485,000. 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 statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and 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> U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Water Division, WTR-1 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Denise Zvanovec - Grants Management Officer			<b>DATE</b> 09/20/2013

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 95,485,000	\$ 95,485,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 19,097,000	\$ 19,097,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 114,582,000	\$ 114,582,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.458 - Capitalization Grants for State Revolving Fund	Clean Water Act: Secs. 205(m) 601-607	40 CFR PTS 31 & 35 SUBPRT K

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1309W4E011	13	E2	09L2	202B80	4111	13CA		95,485,000
									95,485,000

Budget Summary Page: SFY14 CW SRF Grant

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$1,401,709
<b>2. Fringe Benefits</b>	\$605,678
<b>3. Travel</b>	\$24,652
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$600,000
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$110,134,480
<b>9. Total Direct Charges</b>	\$112,766,519
<b>10. Indirect Costs: % Base</b>	\$1,815,481
<b>11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)</b>	\$114,582,000
<b>12. Total Approved Assistance Amount</b>	\$95,485,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$95,485,000
<b>15. Total EPA Amount Awarded To Date</b>	\$95,485,000

## **Administrative Conditions**

### **1. Federal Financial Report (SF 425)**

The final Federal Financial Report (FFR) covering the entire project period shall be submitted within 90 days after the end of the project period according to 40 CFR Part 31.23(b) and 31.41(b). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

For awards with cumulative project and budget periods greater than 12 months, an interim FFR covering the period from "project/budget period start date" to **June 30** of each calendar year shall be submitted to the U.S. EPA Las Vegas Finance Center, 4220 South Maryland Parkway, Bldg. C, Room 503, Las Vegas, NV 89193-8515, no later than **September 30** of the same calendar year.

Each FFR shall separately account for: (1) All 4% administrative allowance expenditures; and (2) All project assistance expenditures.

### **2. Single Audit Act**

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient **MUST** submit the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

### **3. Central Contractor Registration/System for Award Management and Universal Identifier Requirements.**

#### A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

#### B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

#### C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established

and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

#### 4. Reporting Subawards and Executive Compensation

- a. Reporting of first-tier subawards.
  1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).
  2. Where and when to report.
    - i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsrc.gov](http://www.fsrc.gov).
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  3. What to report. You must report the information about each obligating action that the submission instructions posted at [www.fsrc.gov](http://www.fsrc.gov) specify.
- b. Reporting Total Compensation of Recipient Executives.
  1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –
    - i. **The total Federal funding authorized to date under this award is \$25,000 or more;**
    - ii. In the preceding fiscal year, you received—
      - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of

1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your Central Contractor Registration/System for Award Management profile available at [www.sam.gov](http://www.sam.gov).
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**d. Exemptions.** If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. subawards, and

ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB

- Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
    - i. Receives a subaward from you (the recipient) under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. *Salary and bonus* .
    - ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
    - v. *Above-market earnings on deferred compensation which is not tax-qualified* .
    - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## 5. Trafficking in Persons

- a. *Provisions applicable to a recipient that is a private entity*
  1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.
- b. *Provision applicable to a recipient other than a private entity* . We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532
- c. *Provisions applicable to any recipient* .
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions* . For purposes of this award term:
  1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **6. Recycled Paper**

In accordance with Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), EPA Order 1000.25 and 40 CFR Part 30.16 (as applicable), the recipient shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. The recipient shall give preference in its procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines, as applicable.

Any State agency or agency of a political subdivision of a State shall also comply with the requirements set forth in the Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962), which requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA under 40 CFR Part 247. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more.

## **7. Hotel and Motel Fire Safety**

The recipient agrees to ensure that all conference, meeting, convention, or training funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act. (Refer to 40 CFR Part 30.18 and 15 U.S.C. 2225a, as applicable.)

## **8. Drug-Free Workplace**



The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&iew=text&node=2:1.2.11.11.2&idno=2>.

## **9. Debarment, Suspension and Other Responsibility Matters**

The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## **10. Reimbursement Limitation**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

## **11. Management Fees**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## **12. Lobbying and Litigation Prohibition**

The recipient shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by 2 CFR 225 (OMB Circular A-87), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

### 13. Utilization of Disadvantaged Business Enterprises

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. In addition, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

The recipient has either negotiated the following goals with EPA or accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **California State Water Resources Control Board**, as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market.

Pursuant to 40 CFR Section 33.404, the recipient has the option to re-negotiate the above fair share objectives/goals. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study to **Joe Ochab, MTS-7**, the Regional MBE/WBE Coordinator, within 120 days of acceptance of the financial assistance award. EPA will respond to the proposed fair share objectives/goals within 30 days of receiving the submission. If proposed fair share objectives/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objectives are submitted.

The recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or to negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR Part 33, Subpart D.

A recipient of a Continuing Environmental Program Grant or other annual grant agrees to create and maintain a bidders list. A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also agrees to require entities receiving identified loans to create and maintain a bidders' list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Refer to 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

### 14. MBE/WBE Utilization Report

The recipient agrees to complete and submit to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) a MBE/WBE Utilization Report (EPA Form 5700-52A) within 30 days after the end of the semi-annual reporting period; i.e., by April 30 and October 30 of each calendar year. Negative reports are required. Recipients of financial assistance agreements that capitalize revolving loan programs agree to require entities receiving identified loans to submit their MBE/WBE participation reports on a semiannual basis to the financial assistance agreement recipient, rather than to EPA. Only procurements with certified MBE/WBEs are counted towards a recipient's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within 90 days after the end of the project period. Your grant cannot be officially closed without all MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

## 15. Indirect Costs

The cost principles of 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments," applies to this agreement.

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan and in accordance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." For proposal preparation, the recipient may use the appropriate completeness checklist located at: <http://www.aqd.nbc.gov/services/ICS.aspx>

The recipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state recipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

### Regular Mail

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC 3802R  
Washington, DC 20460

### Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
US Environmental Protection Agency  
1300 Pennsylvania Avenue, NW, 6th floor  
Bid and Proposal Room Number 61107  
Washington, DC 20004

Electronic submissions of proposals may be sent via email to [OGD\\_IndirectCost@epa.gov](mailto:OGD_IndirectCost@epa.gov).

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate throughout the life of the award. Recipients may draw down grant funds once a rate has been approved, but only for indirect costs incurred during the period specified in the rate agreement. Recipients are not entitled to indirect costs for any period in which the rate has expired.

Recipients with differences between provisional and final rates are not entitled to more than the award amount. Recipients may request EPA approval to rebudget funds from direct cost categories to the indirect cost category (to grants which have not expired or been closed out) to cover increased indirect costs.

Pursuant to 40 CFR 31.26, a recipient agrees to comply with the audit requirements prescribed in the Single Audit Act Amendments, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," including Subpart C Section 305(b) which addresses the restriction on auditors preparing indirect cost proposals.

## 16. CIVIL RIGHTS OBLIGATIONS

### GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

## **STATUTORY REQUIREMENTS**

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

## **REGULATORY REQUIREMENTS**

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

## **TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation**

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf)
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The

recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

## 17. Payment to Consultants

Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. The Federal Executive Schedule (i.e., Salary Table) is located at: <http://www.opm.gov/oca/> This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Part 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2).

## 18. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with EPA regulations under 40 CFR Part 30.43, 31.36 or 35.6555, as applicable. In accordance with 40 CFR Part 30.45, 31.36(f) or 35.6585, as applicable, the grantee and subgrantee(s) must perform a cost or price analysis in connection with every procurement action, including contract modifications.

## **Programmatic Conditions**

### **P1. Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) & Operating Agreement:**

a) The Fiscal Year 2013 Clean Water Act Title VI funding for the Clean Water State Revolving Fund Grants is due to the passage of the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6). The Consolidated and Further Continuing Appropriations Act 2013 carries over the requirements and conditions provided under the FY 2012 Consolidated Appropriations Act (P.L. 112-74). As a result, a portion of each capitalization grant must be used for additional subsidy and green project reserve projects as identified in the attached PDF. All following Fiscal Year 2012 references apply to this Fiscal Year 2013 grant.



Combined FY 2013 and FY 2012 Procedures (California).pdf

b) The recipient agrees to operate the State Revolving Fund (SRF) program in accordance with the applicable provisions and requirements of the Clean Water Act, 33 U.S.C. Sections 1251-1387 (CWA); applicable portions of the federal regulations, including but not limited to 40 CFR Parts 7, 31, and 35 as well as 2 CFR Part 180; the Initial Guidance for State Revolving Funds, dated January 28, 1988 (SRF Initial Guidance), and amendments and appendices thereto; Operating Agreement for Activities and Functions in Managing the State Water Pollution Control Revolving Fund Program between the State of California, and the United States Environmental Protection Agency Region 9 and addenda thereto (OA);

Intended Use Plan (IUP); and other applicable statutes, regulations, and authorities.

The Office of Water Memorandum signed by Rebecca Hanmer on September 30, 1988, entitled "Clarifying and supplementing requirements in the Initial Guidance for State Revolving Funds" (OW Memo)

The provisions and requirements of the federal statutes and other authorities applicable to the SRF program, and the OA and IUP, are hereby incorporated into this agreement. Wherever the federal provisions or requirements, or the conditions of this agreement, conflict with the provisions or requirements of the state application, or any of the documents transmitted as part of the application (e.g., the OA or IUP), the provisions and requirements of the federal statutes and authorities, and the conditions of this agreement, shall control.

## **P2. Annual Reporting & Strategic Planning:**

The recipient is required to implement the following on an annual basis:

- a) Comply with all request for data related to the use of the funds under Subchapter VI of the Clean Water Act (CWA), and to report all uses of the funds no less than quarterly, as EPA specifies for the CWSRF Benefits Reporting database. This reporting shall include but not be limited to data with respect to compliance with the Green Project Reserve and additional subsidization requirements as specified in the Consolidated Appropriations Act, 2012 and the Joint Explanatory Statement, as outlined in the *Combined FY 2013 and FY 2012 Procedures* document, and other data as necessary to carry out the authorities cited in this Grant Condition;
- b) Enter relevant financial and program information into the National Information Management System **CW NIMS**;
- c) Submit an annual report by **October 1** on State accomplishments in meeting the goals and objectives of the IUP and grant agreement; In accordance with 40 CFR 31.40 and 40 CFR 35.3165,, the recipient agrees to provide in its Annual Report information regarding key project characteristics, milestones, and environmental/public health protection results in the following areas: 1) achievement of the outputs and outcomes established in the Intended Use Plan; 2) the reasons for delays if established outputs or outcomes were not met; 3) any additional pertinent information on environmental results; 4) compliance with the Green Project Reserve requirement as outlined in the *Combined FY 2013 and FY 2012 Procedures* document; and 5) compliance with the additional subsidization requirement as described in the *Combined FY 2013 and FY 2012 Procedures* documents;
- d) Conduct an independent audit to assure adequate financial management of the program; and
- e) Use their completed Benefits Assessment one-page worksheet to satisfy the requirements of the EPA Order 5700.7 *Environmental Results Under Assistance Agreements*. GAD accepts the one-page worksheet as a method of measuring the outputs and outcomes of a program's financed projects. The State must include in its IUP a statement which says that the State agrees to complete a one-page worksheet for all binding commitments (final loan agreements). The States must also include copies of the completed worksheets or a summary table of the worksheets in their Annual Report in order to demonstrate compliance with the

EPA Order.

**P3. Equipment:**

Any purchases of equipment that are more than \$5,000 per unit must receive prior approval from the EPA Project Officer.

**P4. Grant Payment, Binding Commitments, Loan Agreements and Disbursement Schedule:**

This condition is intended to ensure the SRF funds are spent in an efficient, timely and expeditious manner as required by the Clean Water Act (CWA) Sections 1381(b), 1382(b)(3) and (4); the CWSRF regulations 40 CFR – Part 35, Subpart K; Policy Memos SRF 95-03, 99-05 and 99-09; and SRF Funding Process Training Materials. Failure to satisfy the terms of the capitalization grant agreement, including unmet conditions or assurances or invalid certifications, is grounds for a finding of noncompliance.

The recipient will plan its SRF binding commitments, final loans agreements and disbursements on a schedule that meets or exceeds the minimum SRF program pace for efficient, timely and expeditious expenditures of the funds. The following time line in paragraphs a thru c represents the algorithm to calculate the minimum amount of quarterly binding commitments, final loan agreements and disbursements needed to meet the minimum SRF program pace for efficient, timely and expeditious expenditures of the funds. The recipient will use the following time lines to calculate such minimum program pace. The time frames are not meant for each individual loan.

**a) Grant Payment Schedule:**

The recipient will follow the payment schedule, i.e., increase to the amount of funds available for cash draw, according to the following table. Changes to the payment schedule may be negotiated during the year and must be approved by EPA; however, no increase to the amount of funds available can be made later than **June 30, 2015**.

<u>Payment Date</u>	<u>Amt of Payment</u>
1 Oct 2013	\$95,485,000

**b) Binding Commitment Schedule:**

The recipient will enter into binding commitments for all the SRF funds within one year after receiving the funds. Should the amount of binding commitments not meet the amount of payments, repayments and investments income in the prior year, the recipient will notify EPA and submit a plan to meet the minimum pace.

**i. Federal Grant and State Match Funds:**

The recipient will enter into binding commitments for all federal and state match funds within one year after receiving a federal grant payment; and

**ii. Loan Repayments (principal and interest) and Investment Income:**

By the end of each state fiscal year, the recipient must enter into binding commitments for all loan payments and investment income funds received during the prior state fiscal year.

**c) Loan Agreement and Disbursement Schedule:**

The recipient will manage its binding commitments to ensure that within one year from the



date of the binding commitment, the amount in loans disbursing funds equals or exceeds the amount in binding commitments in the prior year. Should the amount of loan disbursing funds not meet the amount of binding commitments in the prior year, the recipient will notify EPA and submit a plan to meet the minimum pace.

**P5. Staffing & Travel:**

The Recipient agrees to maintain sufficient staffing levels for the purposes of ensuring the financial, administrative, and managerial capability to operate the SRF program. Program staff shall attend the annual Council of Infrastructure Authorities (CIFA) national SRF conferences, and EPA sponsored regional meetings and training sessions annually. Staff newly hired and dedicated to work on state SRF program activities will attend at least one of the SRF training sessions given yearly within one year from date of hire.

**P6. Loan Fees:**

The recipient shall abide by the program income regulations in 40 CFR 31.25 and EPA policies regarding the use of fees collected through SRF loans. Such fees may be used for eligible purposes of the fund, including administration, and are not limited by the 4% administration ceiling if they are accounted for separately from other SRF funds and deemed reasonable by EPA. Fees included in loans to cover the costs of administering the SRF program will be subject to the 4% ceiling unless otherwise allowed by the EPA appropriation. The recipient must document all sources and uses of the fees (program income and non-program income) in the Intended Use Plan (IUP) and in the Annual Report. The information reported should include fees charged, amount collected, uses of the fees, amount spent, remaining balances, etc.

**P7. FY-13 Final Guidance:**

The recipient acknowledges to adhere to the *Combined FY 2013 and FY 2012 Procedures*. Programmatic Conditions P8 through P12 reflect key FY-13 final guidance requirements.

**P8. FY-13 Data Reporting:**

The recipient of funds for the State Revolving Funds from P.L. 113-6, the Consolidated and Further Continuing Appropriations Act, 2013, agrees to comply with all requests for data related to the use of the funds under Subchapter VI of the Clean Water Act (CWA) and to report all uses of the funds no less than quarterly, as EPA specifies for the CWSRF Benefits Reporting database. This reporting shall include but not be limited to data with respect to compliance with the Green Project Reserve and additional subsidization requirements as specified in the Consolidated and Further Continuing Appropriations Act 2013 and the Joint Explanatory Statement, and as outlined in the *Combined FY 2013 and FY 2012 Procedures* document, and other data as necessary to carry out the authorities cited in this grant condition.

**P9. FY-13 Annual Report Requirements:**

In accordance with 40 CFR 31.40 and 40 CFR 35.3165, the recipient agrees to provide in its Annual Report information regarding key project characteristics, milestones, and environmental/public health protection results in the following areas: 1) achievement of the outputs and outcomes established in the Intended Use Plan; 2) the reasons for delays if established outputs or outcomes were not met; 3) any additional pertinent information on environmental results; 4) compliance with the Green Project Reserve requirement as outlined in the FY 2012 Procedures document for CWSRF, whether the State funded green projects, and what criteria were used; and 5) compliance with the additional subsidization requirement as



described in the *Combined FY 2013 and FY 2012 Procedures* document.

**P10. FY-13 Additional Subsidies:**

a) The recipient agrees to use funds provided by this grant to provide additional subsidization in the form of principal forgiveness, negative interest rate loans, or grants, in accordance with applicable laws as follows:

i. The Clean Water State Revolving Fund capitalization recipient agrees to use at least \$4,497,751, and no more than \$6,746,627 of the funds provided by this grant to provide additional subsidization in accordance with P.L. 113-6. (For the exact amount, see the attached "CWSRF 13-01 FY 13 Allotments" document)

b) Priority for additional subsidies should be given to communities that could not otherwise afford such projects. To further ensure sustainability of projects receiving additional subsidies, these subsidies should be directed to: 1) repair, replacement, and upgrade of infrastructure in existing communities; 2) investigations, studies, or plans that improve the technical, financial and managerial capacity of the assistance recipient to operate, maintain, and replace financed infrastructure; and/or 3) preliminary planning, alternatives assessment and eligible capital projects that reflect the full life cycle costs of infrastructure assets, conservation of natural resources, and alternative approaches to integrate natural or "green" systems into the built environment. The recipient agrees to provide in its Annual Report an explanation as to how they did or did not address this provision.

**P11. FY-13 Green Project Reserve (GPR):**

The recipient agrees to make a timely and concerted solicitation for projects that address green infrastructure, water or energy efficiency improvements or other environmentally innovative activities. The recipient agrees to include in its IUP such qualified projects, or components of projects, that total an amount at least equal to 10% of its capitalization grant (\$9,548,500). If the state makes a good faith solicitation effort in the development of its IUP, but is unable to identify eligible GPR projects in an amount equal to at least 10 percent of its capitalization grant, then the state will have satisfied the GPR requirement. A good faith solicitation must be open to all GPR eligible projects in each of the four GPR categories. The state must document, the GPR solicitation process in its IUP and explain why GPR projects totaling at least 10 percent of the capitalization grant were not able to be funded. Any state not meeting the 10 percent requirement must document in its annual report how it will expand its GPR solicitation plan for the following year.

If the state has identified in its IUP at the time of grant award GPR eligible projects in an amount equal to at least 10 percent of its capitalization grant, but projects are unable to proceed, the state should first turn to other qualified GPR projects on its priority list. If no other qualified GPR projects are ready to proceed at that time, then the state has satisfied the GPR requirement.

State Role: States are responsible for proactively soliciting projects that satisfy the GPR requirements. After projects are ranked and selected, the State will include a list of GPR projects in the IUP that clearly identifies categorical projects and those that require a business case. The business cases for non-categorical GPR projects do not need to accompany the IUP through the public review process nor do they need to be submitted to EPA. States are responsible for reviewing all GPR business cases and posting them on the State's website. The posting of a

business case must occur by the end of the quarter in which the loan is made.

**P12. FY-13 Davis-Bacon Wage Rate Requirements:**

The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

EPA is also adding the attached terms and conditions regarding wage rate requirement to all CWSRF FY 2013 capitalization grants. (**Part 1, Attachment 2**) in the *Combined FY 2013 and FY 2012 Procedures* .

For background regarding this provision's application in previous years, please refer to EPA memoranda of November 30, 2009, and May 20, 2011 (**Part 2, Attachments 5 and 6**) in the *Combined FY 2013 and FY 2012 Procedures*

**P13. Sufficient Progress:**

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

**P14. Signage:**

Recipient shall require state revolving fund assistance recipients receiving funding for significant construction projects to place a sign at the construction site displaying the EPA logo in a manner that informs the public that the project received funding from the state revolving fund program, which is financially supported by the State and the EPA. Recipient shall require assistance recipients to maintain the sign in good condition throughout the construction period. All costs associated with signage must be reasonable. The EPA logo may be obtained from the EPA grants office listed in this award document. The EPA logo must not be displayed in a manner that implies that EPA itself is constructing the project. Instead, the EPA logo must be accompanied by a statement indicating that the grantee received financial assistance from the state revolving fund program, which is financially supported by the State and the EPA.

**P15. 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.

##### END OF DOCUMENT #####