

ADMINISTRATION MEMORANDUM
15-25

DATE: September 28, 2015

TO: Honorable Mayor Joyce Downing & City Council Members

FROM: David Willett, Acting City Manager
Debbie Tuttle, NURA Executive Director



SUBJECT: CR-117 – Acceptance of EPA Brownfield Assessment Grants & Cooperative Agreement

RECOMMENDATION

Staff recommends the approval of Resolution CR-117 allowing the Mayor to accept \$400,000 in grants issued by the U.S. Department of Environmental Protection Agency (EPA) through the attached Cooperative Agreement (**Attachment B**). There are two separate grants both totaling \$200,000 to implement the attached Workplan (**Attachment C**) over the next three years (10/1/2015 – 9/30/2018).

BACKGROUND

The City of Northglenn was awarded two Brownfield Community Wide Petroleum and Hazardous Materials Assessment grants totaling \$400,000 from the United States Environmental Protection Agency (**Attachment A**). The focus area of the grants will be on the West 104th Avenue areas in the southwest commercial portions of the city, but is not exclusively limited to that area. The grant funds will be used in assessing, identifying, and conducting environmental site assessments over the next three years. In addition, funds will be used to complete a city-wide brownfields site inventory, prioritization of sites for remediation, development of cleanup plans for contaminated sites, and development of an area-wide plan as defined in the Workplan.

BUDGET/TIME IMPLICATIONS

The attached Workplan provides an estimated outline of the tasks and their proposed timelines over the next three years. The budget includes funding to hire outside consultants/contractors to assist in the implementation of the Work Plan. If Council accepts these grants, staff will develop a Request for Proposal to solicit a consultant to assist staff with the implementation and reporting for these grants. Reimbursements of grant funding is done after the completion of required quarterly reports. These grants require \$15,000 of in-kind funding sources from the City of Northglenn which will be allocated for staff time and supplies for the projects. The in-kind contributions will be accounted for primarily through the Economic Development and Finance departments to administer the grants.

STAFF REFERENCE:

If you have any comments or questions, they may contact David Willett at 303.450.8783 or dwillett@northglenn.org; or Debbie Tuttle at 303-450-8743 or dtuttle@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-117
Series of 2015

Series of 2015

A RESOLUTION ACCEPTING GRANT AWARDS FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR THE CITY OF NORTHGLENN BROWNFIELDS ASSESSMENT PROJECT

WHEREAS, the City of Northglenn has submitted a grant application to the United States Environmental Protection Agency (EPA) for funding for the City of Northglenn Brownfields Assessment Project; and

WHEREAS, the Project will enable the City to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfields sites in the City as described in the Assessment Workplan for the period of October 1, 2015 to September 30, 2018; and

WHEREAS, the EPA has approved the grant application and has issued a Cooperative Agreement, which provides grant funding of \$200,000 for hazardous substances assessments and \$200,000 for petroleum assessments and sets forth terms and conditions of the grant awards.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council of the City of Northglenn hereby accepts grant awards from the United States Environmental Protection Agency (EPA) in the amount of four hundred thousand dollars (\$400,000.00) for the City of Northglenn Brownfields Assessment Project and agrees to comply with the EPA Cooperative Agreement Recipient Terms and Conditions.

DATED, at Northglenn, Colorado, this _____ day of _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
SOLID WASTE AND
EMERGENCY RESPONSE

May 28, 2015

The Honorable Joyce Downing
Mayor of Northglenn
11701 Community Center Drive
Northglenn, CO 80233-8061

Dear Mayor Downing:

On behalf of the United States Environmental Protection Agency (EPA), I am pleased to congratulate you and confirm that the City of Northglenn was selected as one of the entities EPA will begin negotiations with to award cooperative agreements for two assessment grants. The City of Northglenn submitted an outstanding grant proposal, and we deeply appreciate the tremendous commitment of time and energy that went into its preparation.

Through the Small Business Liability Relief and Brownfields Revitalization Act of 2002, EPA is working to help states and communities around the country clean up and revitalize brownfield sites. We fully expect that these brownfield projects will provide benefits to the environment and economy of local communities. Dan Heffernan, your Regional Brownfields Coordinator, will work closely with the City of Northglenn to negotiate the cooperative agreements prior to the grant awards. Please contact Dan Heffernan at 303-312-7074 or heffernan.daniel@epa.gov.

Again, congratulations on being selected! We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "David R. Lloyd".

David R. Lloyd, Director
Office of Brownfields and Land Revitalization

cc: Dan Heffernan

Debbie Tuttle - Approved Assistance Award BF 96805801-0 City of Northglenn

From: "Hulstein, Sarah" <hulstein.sarah@epa.gov>
To: dtuttle@northglenn.org
Date: 8/17/2015 9:40 AM
Subject: Approved Assistance Award BF 96805801-0 City of Northglenn
CC: Benoy.Barbara@epa.gov
Attachments: BF 96805801-0 City of Northglenn.pdf

Dear Ms. Tuttle,

We are pleased to inform you that we are approving your Brownfield's Grant application in the amount of \$415,000.


Attached is an electronically signed award for Assistance Agreement BF 96805801-0. **It is not necessary for you to sign and return this assistance amendment.**

If you have any questions regarding the administrative requirements, please contact Sarah Hulstein at [\(303\) 312-6014](tel:3033126014) or via email at Hulstein.Sarah@epa.gov. If you have any questions regarding the technical requirements, contact Barbara Benoy at [\(303\) 312-6760](tel:3033126760) or via email at Benoy.Barbara@epa.gov.

Sarah Hulstein
EPA Region 8 Grants Specialist
Hulstein.Sarah@epa.gov
[303-312-6014](tel:3033126014)

Attachment B - Award for Assistance & Cooperative Agreement

BF - 96805801 - 0 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 96805801 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 08/10/2015
			TYPE OF ACTION New	MAILING DATE 08/17/2015
			PAYMENT METHOD: ACH	ACH# pend
			RECIPIENT TYPE: Municipal	
RECIPIENT: City of Northglenn 11701 Community Center Drive Northglenn, CO 80233-8061 EIN: 84-0592083		PAYEE: 11701 Community Center Drive Northglenn, CO 80233-8061		
PROJECT MANAGER Debbie Tuttle 11701 Community Center Drive Northglenn, CO 80233-8061 E-Mail: dtuttle@northglenn.org Phone: 303-450-8743		EPA PROJECT OFFICER Barbara Benoy 1595 Wynkoop Street Denver, CO 80202-1129 E-Mail: Benoy.Barbara@epa.gov Phone: 303-312-6760		EPA GRANT SPECIALIST Sarah Hulstein Grants, Audit and Procurement, 8TMS-G E-Mail: Hulstein.Sarah@epa.gov Phone: 303-312-6014
PROJECT TITLE AND DESCRIPTION City of Northglenn Brownfields Assessment This project provides funding for the City of Northglenn to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfields sites in the City.				
BUDGET PERIOD 10/01/2015 - 09/30/2018	PROJECT PERIOD 10/01/2015 - 09/30/2018	TOTAL BUDGET PERIOD COST \$415,000.00	TOTAL PROJECT PERIOD COST \$415,000.00	
NOTICE OF AWARD				
<p>Based on your Application dated 06/17/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$400,000. EPA agrees to cost-share % of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. 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 regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129			ORGANIZATION / ADDRESS U.S. EPA, Region 8 Ecosystems Protection & Remediation 1595 Wynkoop Street Denver, CO 80202-1129	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Wayne Anthofer -				DATE 08/10/2015

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 400,000	\$ 400,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$ 15,000	\$ 15,000
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 415,000	\$ 415,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1508LBF032	15	E4	08L0AG7	301D79	4114	G800NY00		200,000
-	1508LBF032	15	E4	08L0AG7	301D79XBP	4114	G800OR00		200,000
									400,000

Budget Summary Page: City of Northglenn Brownfields Assessment

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$15,000
2. Fringe Benefits	\$0
3. Travel	\$3,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$397,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$415,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient % Federal %.)	\$415,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$400,000
15. Total EPA Amount Awarded To Date	\$400,000

Administrative Conditions

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as 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: <http://www.epa.gov/ogd/tc.htm>.

A. In addition to the General Terms and Conditions, all recipients must comply with the Statutory, Regulatory, and Program Guidance (CFDA) requirements listed on the Award Document, Page 2, entitled: "EPA Funding Information."

2. 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 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

3. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree 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. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **The Colorado**

Department of Public Health and Environment as follows:

MBE: CONSTRUCTION 6.1%; SUPPLIES 6.1%; SERVICES 6.1%; EQUIPMENT 6.1%

WBE: CONSTRUCTION 6.6%; SUPPLIES 6.6%; SERVICES 6.6%; EQUIPMENT 6.6%

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 as **The Colorado Department of Public Health and Environment** .

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/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 objective/goals are submitted.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide Region 8 with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

4. Payment to consultants. EPA participation in the salary rate (excluding overhead) 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 (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, 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 31.36(j) or 30.27(b).

Programmatic Conditions

Assessment Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Grants awarded under CERCLA § 104(k).

NOTE TO POs: All T&C's in this document must be used as presented here unless they are marked "OPTIONAL" or "CAN CHANGE."

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term "assessment" includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields assessment cooperative agreements. **OPTIONAL** - include if the workplan is not approved or conditionally approved: By awarding this cooperative agreement, EPA has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields assessment cooperative agreements. The CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the workplan.

- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

- 1.
 - a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped

property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. a. For any petroleum contaminated brownfield site that is not included in the CAR's

EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated October 2014 for discussion of this element) documenting that:

- (1) a State has determined that the petroleum site is of relatively low risk,
as compared to other petroleum-only sites in the State,
- (2) the State determines there is "no viable responsible party" for the site;
- (3) the State determines that the person assessing or investigating the site
is a person who is not potentially liable for cleaning up the site; and
- (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

- b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer, or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.
3. Assessment funding for an eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed \$350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subrecipient from using EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subawards.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping,

and other program requirements.

- d. EPA may waive any of the provisions in term and condition II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.
- c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.

3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.

4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment grant on a particular site

must include such funding amount in any total funding expended on the site.

6. 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, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR 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 http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Assessment grant, versus any other funding source used to help accomplish grant activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement work plan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the

- reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
- b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
 4. In accordance with 2 CFR 200.328 (d) (1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

The cooperative agreement recipient agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. 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.

2. Limited English Proficiency Communities

To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.

- d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under III. B. 2; and carrying out community involvement pertaining to the assessment activities.

CAN CHANGE - LOCAL GOVERNMENTS ONLY

2. ***Local Governments only.*** *No more than 10% of the funds awarded by this agreement may be used for brownfield program development and implementation (including monitoring of health and institutional controls) as described in Task ___ of the EPA approved work plan. The CAR must maintain records on funds that will be used to carry out Task ___ of its EPA approved workplan to ensure compliance with this requirement.*

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subaward is potentially liable under CERCLA § 107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.
2. Under CERCLA § 104(k) (4) (B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.

- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards at 2 CFR 200 and 2 CFR 1500*. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
- b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for brownfields grants;
 - (2) Record retention required under 2 CFR 1500.6;
 - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
 - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
 - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
 - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
 - (8) Close out under 2 CFR 200.343.
3. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data is collected as part of the brownfields assessment, the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "*significant*" *data gaps* (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. *Qualifications and signature* of the environmental professional(s). The environmental professional must place the following statements in the

document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I” or “We.”

- d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

V. Conflict of interest: Appearance of lack of Impartiality

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR’s appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subawards to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI . PAYMENT AND CLOSEOUT

A. Payment Schedule

DRAFT Assessment T&C 5/20/05

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305.
- 1.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

(1) The Final Report as described in II.G. of the Assessment Terms and Conditions.

(2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
<http://www.epa.gov/ocfo/finservices/payinfo.html>

(3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional

office.

- b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
- c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

ASSESSMENT WORKPLAN

City of Northglenn, CO
Workplan for CERCLA Section 104(k) Assessment Cooperative Agreement
October 1, 2015 – September 30th, 2018

1. GOAL 3: Healthy Communities and Ecosystems

Objective 3.2 Communities – Sustain, Clean Up, and Restore Communities and the Ecological Systems that Support Them

Sub-objective 3.2.3 - Assess, Clean Up and Redevelop Brownfields

CFDA: 66.818 Assessment, Cleanup, and Revolving Loan Fund Grants

OBJECTIVE:

Northglenn will use the EPA funding to develop both a Hazardous and Petroleum inventory of brownfield sites in primarily the southwest portion of the city along West 104th Avenue, immediately west of I-25. This inventory will help the City prioritize the assessment, cleanup, and redevelopment of these sites and will accelerate their reuse by providing accessible information to developers. The City will consolidate this information in electronic format and create summary sheets that highlight the most pertinent information about each site that can be distributed to interested developers and stakeholders. EPA funds will also be used to conduct approximately 8 Phase I Environmental Site Assessments (ESAs) on Hazardous sites and another 4 Phase I ESAs on Petroleum sites.

Phase II ESAs will be performed on approximately 4 Hazardous sites and 3 Petroleum sites, which will be identified through the brownfield inventory and community involvement efforts. For each Phase II ESA conducted, quality assurance project plans, site-specific sampling and analysis plans, and remedial action work plans will be developed. EPA will be consulted before any work is conducted on sites that might impact historical properties. In addition, remediation and reuse plans will be created for each site that undergoes a Phase II ESA.

Northglenn will also use EPA grant funding to conduct area-wide planning activities targeted at integrating brownfield reuse efforts with the community's vision for thriving mixed-used commercial developments. These area-wide efforts will enable the development of a community-led revitalization strategy that facilitates brownfield cleanup and reuse and fosters broader economic and environmental barriers that hinder brownfield redevelopment in the area. The redevelopment of brownfield properties will allow for the creation of jobs and a stronger tax base for the City while promoting much needed infill development, including diverse, high-quality housing stock, and new businesses that pay higher wages than the current city average—all of which are identified as goals in the City's Comprehensive Plan.

2. FUNDING: \$200,000 Hazardous Substances; \$200,000 Petroleum

3. BUDGET:

HAZARDOUS	Task 1 (Inventory & Planning)	Task 2 (Environ. Site Assessment)	Task 3 (Programmatic Costs)	Task 4 (ABCA)	Task 5 (Community Outreach)	Total
Personnel	\$0	\$0	\$0	\$0		\$0
Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$17,000	\$160,000	\$8,000	\$10,000	\$5,000	\$200,000
In Kind Staff Time and Supplies #	\$3,500				\$4,000	\$7,500
Total	\$17,000	\$160,000	\$8,000	\$10,000	\$5,000	\$200,000

\$207,500
BFB

H – Hazardous substances; P – Petroleum

PETROLEUM	Task 1 (Inventory & Planning)	Task 2 (Environ. Site Assessment)	Task 3 (Programmatic Costs)	Task 4 (ABCA)	Task 5 (Community Outreach)	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel			\$3,000			\$3,000
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$34,000	\$112,000	\$18,000	\$13,000	\$10,000	\$187,000
In Kind Staff Time and Supplies #	\$3,500				\$4,000	\$7,500
Total	\$41,000	\$112,000	\$18,000	\$13,000	\$18,000	\$215,000

\$207,500
BFB

= Costs will include \$7,000 in staff time offered as "In-Kind" services, primarily assisting in the redevelopment planning activity of the program. Also included are \$8,000 in "In-Kind" staff costs to conduct outreach meetings, draft press releases, social media efforts, and update its website as data is assembled.

4. WORKPLAN TASKS

Task 1: Site Inventory and Phase I Assessments

Task 1 - Site Inventory & Area Wide Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Site inventory: <ul style="list-style-type: none"> • Gather recognized and potential brownfields sites in target areas • Enter sites on GIS mapping tool 	Outputs: <ul style="list-style-type: none"> • GIS map of potential BF sites Outcomes: <ul style="list-style-type: none"> • Graphical capturing of BF sites for planning work 	Est. Feb. 2016 On-going as appropriate	
Site prioritization and eligibility determination: <ul style="list-style-type: none"> • Convene steering committee meeting to rank and prioritize sites • Choose initial sites for Phase I investigation • Evaluate site access issues • For each selected site, provide site eligibility information to EPA (or state, if petroleum site) for review • Obtain EPA (or state, if petroleum site) approval for Phase I 	Outputs: <ul style="list-style-type: none"> • Planning meetings; approx. 6-10 eligible sites identified in initial inventory search • Estimate 3-5 additional eligible sites identified during remainder of grant Outcomes: <ul style="list-style-type: none"> • Four to six brownfields sites identified with the highest redevelopment and community benefit potential in target area(s) 	On-going from Feb. 2016 thru April 2016 May 2016 April 2016 On-going	
Area-Wide Planning: <ul style="list-style-type: none"> • Identify brownfield-impacted areas (neighborhood, district, city block, etc.) • Develop strategies for the reuse of existing infrastructure in the area 	Outputs: <ul style="list-style-type: none"> • Produce an area-wide plan for the brownfield impacted area • Create a set of area-wide strategies for assessment, cleanup and reuse measures Outcomes: <ul style="list-style-type: none"> • Future uses of at least six properties in the area wide plan have been identified • Next steps to implement the plan have been identified 	March 2016 April 2016 Summer 2016 Nov. 2016	

Task 2: Environmental Site Assessments

Task 2 – Phase I and Phase II Assessments & QAPP Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<p>Phase I investigations:</p> <ul style="list-style-type: none"> • Conduct planning meetings with consultant to discuss approved sites • Consultant obtains access agreement and performs Phase I investigation • Consultant submits draft Phase I report to project team members • Team reviews/comments on draft Phase I • Consultant submits final Phase I report to project team members • Submit AAI checklist on all Phase I sites to EPA 	<p>Outputs:</p> <ul style="list-style-type: none"> • Planning meetings • 10-12 Phase I Reports • updated ACRES database <p>Outcomes:</p> <ul style="list-style-type: none"> • Three to four high potential Brownfields sites assessed through Phase I ESAs • Total acres assessed through Phase I ESAs 	<p>Bi-monthly throughout grant</p> <p>Continuous</p> <p>TBD</p> <p>TBD</p>	
<p>Phase II preparation:</p> <ul style="list-style-type: none"> • Meet with Brownfield steering committee to review Phase I results and project direction • Obtain EPA approval to proceed with Phase II • Meet with consultant to Plan Phase II • Encourage consultant to maximize efficiencies and minimize negative impacts of site assessments by incorporating green and sustainable remediation (GSR) techniques that are applicable to Phase II assessment activities • Consultant submits EPA approved generic QAPP w/ updated organization chart 	<p>Outputs:</p> <ul style="list-style-type: none"> • Project planning meetings • Approved generic QAPP • Four to six sites approved for Phase II investigation <p>Outcomes:</p> <ul style="list-style-type: none"> • Two to four high priority sites identified for further investigation and potential redevelopment 	<p>Meetings bi-monthly</p> <p>Jan. 2016 – Final approved QAPP</p> <p>TBD</p> <p>TBD</p>	
<p>Phase II investigation:</p> <ul style="list-style-type: none"> • Consultant submits draft site-specific QAPP addendum to project team for review and comments • EPA/state approval is obtained and consultant submits final site-specific SAP addendum to team • Consultant performs field work according to plan • Grantee monitors site work and communicates any concerns with EPA/state 	<p>Outputs:</p> <ul style="list-style-type: none"> • One approved site-specific Sampling and Analysis Plan (SAP) • Phase II report(s) documenting the results • Updated ACRES database • Green and sustainable efforts reported in quarterly reporting <p>Outcomes:</p>	<p>April 2016</p> <ul style="list-style-type: none"> • TBD following Phase II ESAs • ACRES updates after project completion 	

Task 2 – Phase I and Phase II Assessments & QAPP Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<ul style="list-style-type: none"> • Grantee tracks green and sustainable site assessment efforts used during Phase II investigations • Consultant submits draft Phase II report to project team for review and comments • Consultant submits final Phase II report to project team • Project team & steering committee evaluate Phase II findings, and implement additional Phase II investigations as appropriate to delineate extent of contamination 	<ul style="list-style-type: none"> • Two to four high priority sites with complete Phase II assessments that are ready for cleanup and reuse planning • Total acres assessed through Phase II assessments • Greener and more sustainable site assessment techniques utilized 	<p>TBD</p> <p>TBD</p>	

TBD = To Be Determined

Task 3: Cooperative Agreement Oversight (*Programmatic Tasks*)

Task 3 - Cooperative Agreement Oversight Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<p>Obtain QEP and legal services:</p> <ul style="list-style-type: none"> • Prepare Request For Proposals/Qualifications, evaluate applications, conduct interviews, hire qualified environmental consultant • Conduct annual performance evaluations on consultant • Obtain legal services for title searches, regulation interpretations, etc. 	<p>Outputs:</p> <ul style="list-style-type: none"> • RFP/RFQ; documentation of meeting of open competition; contract for scope of services • Performance evaluation reports, and applicable corrective actions <p>Outcomes:</p> <ul style="list-style-type: none"> • High quality products and services to meet project needs • Maintain a high level of work effort 	<p>Dec. 2015</p> <p>Retain highly qualified consultant team</p>	
<p>Reporting:</p> <ul style="list-style-type: none"> • Prepare quarterly reports, MBE/WBE semi-annually, and FFR form at the end of the reporting period • Enter site data in ACRES • Prepare final report describing how each item in the workplan was addressed and grant closeout material 	<p>Outputs:</p> <ul style="list-style-type: none"> • Quarterly reports and other forms; updated ACRES database; final report and closeout forms <p>Outcomes:</p> <p>Regular communication of project status and next steps; current database for congressional reporting</p>	<p>Quarterly reports every quarter; MBE/WBE forms 3/30 & 9/30; ACRES updated when site activities occur</p>	
<p>Records:</p> <ul style="list-style-type: none"> • Maintain grant files • Maintain site project files • Maintain financial records • Establish and maintain an administrative record for project 	<p>Outputs:</p> <ul style="list-style-type: none"> • Accurate and complete files suitable for audit purposes <p>Outcomes:</p> <ul style="list-style-type: none"> • High quality project records reflective of the work performed 	<p>Continuously throughout grant period</p>	

Requests for Reimbursements or Advances	Outputs: <ul style="list-style-type: none"> Forms submitted to Las Vegas for payment Outcomes: <ul style="list-style-type: none"> Reduce unliquidated obligations 	Continuous, throughout grant period; use invoice tracking spreadsheets and forms	
Training: <ul style="list-style-type: none"> Attend EPA Brownfields Conferences and other related workshops 	Outputs: <ul style="list-style-type: none"> Attend Brownfields conferences Outcomes: <ul style="list-style-type: none"> Improve Brownfields knowledge and expand networking opportunities 	Grantee will request reimbursement for costs for attending Sept. 2015 EPA BF Conference in Chicago, IL if grant award has been received from EPA.	

Task 4: ABCA Remediation Planning

Task 4 – ABCA Remedial Planning Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
Cleanup & reuse planning: <ul style="list-style-type: none"> Throughout Phase II process, strategize with steering committee on reuse plans for the site Conduct marketing to leverage developer/lender interest in the property Meet with consultant to develop draft cleanup alternatives and remediation plans for the site Incorporate GSR principles/techniques into Analysis of Brownfields Cleanup Alternatives (ABCA) Perform public outreach and involvement in cleanup and reuse planning 	Outputs: <ul style="list-style-type: none"> Three or more internal cleanup and reuse planning meeting(s) Two to three draft cleanup alternatives plans Two draft remedial action plans We will include green and sustainability language in ABCA Updated ACRES database One public meeting on project results Potential for developer / lender workshop and transaction forum Outcomes: <ul style="list-style-type: none"> Six properties assessed through cleanup and reuse planning, and ready for cleanup and redevelopment Acres ready for cleanup & redevelopment Greener and more sustainable plans for cleanup 	Beginning in late 2016 and into 2017; TBD TBD	

Task 5: Community Outreach

Task 5 - Community Involvement Subtasks (Commitments)	Anticipated Outputs (projected activities, deliverables, reports) and Anticipated Outcomes (projected results, effects, improvements)	Anticipated Accomplishment Date(s) (Month/Year)	Actual Accomplishment Date(s)
<ul style="list-style-type: none"> Establish Brownfields steering committee Ensure that commitments made by stakeholders in proposal are implemented. 	<p>Outputs:</p> <ul style="list-style-type: none"> monthly meetings, meeting agendas, attendance lists and meeting notes <p>Outcomes:</p> <ul style="list-style-type: none"> An active and motivated workgroup driving Brownfields initiatives 	Hold bi-monthly project planning meetings with team	
<p>Develop Marketing Materials:</p> <ul style="list-style-type: none"> Create brochure(s) targeting private & public property owners, lenders and developers Create FAQ fact sheet Created and update project website Create community relations plan (CRP) to provide CBOs and public 	<p>Outputs:</p> <ul style="list-style-type: none"> Create color brochure(s); FAQ insert(s); and easy to navigate, social media and an attractive project website <p>Outcomes:</p> <ul style="list-style-type: none"> Up-to-date marketing tools to promote project work and disseminate information Create a CRP at project initiation Hold developer recruitment forum to "market/sell" redevelopment sites 	Jan.-May 2016 May 2016 Jan.-May 2016 May-Aug. 2016	
<p>Implement outreach strategy in target areas:</p> <ul style="list-style-type: none"> Meet w/ local stakeholders and/or attend local town select meetings in a series of Publish program info in local papers and post notices in town halls & community centers 	<p>Outputs:</p> <ul style="list-style-type: none"> Give BF presentations at three meetings, minimum several rounds of ads/postings in local target areas <p>Outcomes:</p> <ul style="list-style-type: none"> Improve community knowledge on BF issues and identify potential BF sites 	March-May 2016 March-May 2016 Continuous	
<p>Hold local public meeting on Phase II sites:</p> <ul style="list-style-type: none"> Discuss Phase II results, and potential cleanup and redevelopment plans 	<p>Outputs:</p> <ul style="list-style-type: none"> Hold at least three local public meetings, presentation materials, attendance list <p>Outcomes:</p> <ul style="list-style-type: none"> Encourage public participation and support of BF project(s) going forward Direct effort to meet needs and desires of community Develop a social plan and website to engage and inform stakeholders of process 	Est. March-July 2017	

TBD = To Be Determined

5. QUALITY ASSURANCE

Very soon after our environmental consultant is retained by the City of Northglenn, CO, if necessary, a pre-QAPP telephone conference will take place with the City contact person, our environmental consultant, and the EPA project manager. After the pre-QAPP meeting, a QAPP will be prepared by our consultant for review and consideration by the City. Upon approval, the QAPP will be forwarded to the EPA Region 8 offices for review and approval. We understand that prior to undertaking Phase II assessments, the City of Northglenn, CO will prepare and submit a Quality Assurance Project Plan (QAPP) which meets the approval of U.S. EPA Region 8 Brownfields Program. The QAPP will describe the project, the sampling and analytical strategies, and the methods and procedures that will be used in all Phase II assessments. QAPP approval will be obtained prior to performing any field activities. The Region VIII EPA crosswalk shall be submitted with each site-specific Sampling and Analyses Plan. QAPP approval will be obtained prior to performing any field activities.

6. PRE-AWARD COSTS

City of Northglenn, CO is not requesting approval of pre-award costs for this cooperative agreement.

7. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

Northglenn will comply with other requirements including but not limited to the following: Disadvantaged Business Enterprise (DBE) requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) and the Anti-Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.