

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 98T36901 MODIFICATION NUMBER: 0 PROGRAM CODE: JT	DATE OF AWARD 09/13/2022
		TYPE OF ACTION New	MAILING DATE 09/16/2022
		PAYMENT METHOD: ASAP	ACH# 90251
		RECIPIENT TYPE: Municipal	
RECIPIENT: City of Richmond 330 25th Street Richmond, CA 94804 EIN: 94-6000403		PAYEE: City of Richmond 330 25th Street Richmond, CA 94804	
PROJECT MANAGER Fred Lucero 330 25th Street Richmond, CA 94804 Email: flucero@richmondworks.org Phone: 510-621-1562		EPA PROJECT OFFICER Nova Blazej 75 Hawthorne Street, LND-2-1 San Francisco, CA 94105 Email: blazej.nova@epa.gov Phone: 415-972-3846	
EPA GRANT SPECIALIST Lamont Nowlin Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: nowlin.lamont@epa.gov Phone: 415-972-3205			
PROJECT TITLE AND DESCRIPTION ENVIRONMENTAL WORKFORCE DEVELOPMENT AND JOB TRAINING See Attachment 1 for project description.			
BUDGET PERIOD 10/01/2022 - 10/31/2025	PROJECT PERIOD 10/01/2022 - 10/31/2025	TOTAL BUDGET PERIOD COST \$200,000.00	TOTAL PROJECT PERIOD COST \$200,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 10/04/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 , U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Land, Chemicals and Redevelopment Division R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer			DATE 09/13/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$200,000	\$200,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$200,000	\$200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.815 - Brownfields Job Training Cooperative Agreements	CERCLA: Secs. 104(k)(7) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 45

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2209QE0076	22	E4	0900BG7	000D79	4115	-	-	\$200,000
									\$200,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$130,000
2. Fringe Benefits	\$31,200
3. Travel	\$300
4. Equipment	\$0
5. Supplies	\$3,000
6. Contractual	\$31,500
7. Construction	\$0
8. Other	\$4,000
9. Total Direct Charges	\$200,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$200,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

Attachment 1 - Project Description

This assistance agreement provides full federal funding in the amount of \$200,000. This project provides funding for City of Richmond RichmondBUILD to recruit, train, and place unemployed and underemployed residents of City of Richmond in environmental careers with skills needed to safely conduct remediation work at solid and hazardous waste-contaminated sites. RichmondBUILD will operate three environmental training cycles of 82 hours in length during the three-year grant period, with 20 participants in each cycle. During the three-year program, a placement rate of 85% will put 51 individuals in jobs directly related to their training. This project will train graduates to earn skills and certifications necessary to enter into environmental careers. Activities to be performed during under this project include the following training program: HAZWOPER certification, OSHA-10, Traffic Control, First Aid/CPR, Refinery Safety and Confined Space entry. These certificates will all be directly useful in relation to the employment opportunities available in the City of Richmond. RichmondBUILD plans to train sixty, fifty-one will complete the training and over thirty-eight will receive employment. This project will provide training to residents of the City of Richmond, CA impacted by solid and hazardous waste sites and facilities. The anticipated deliverables for are: 60 of individuals recruited and enrolled; 51 will complete the training and earn certifications; 38 will secure employment in environmental careers and 3 will pursue additional training. Training will be classroom style trainings, practical trainings, and curricula modules. Graduates will receive 6 certifications in environmental sampling and site cleanup methods, including OSHA 29 CFR 1910.120 and 40-hour HAZWOPER training. Expected outcomes from this project include: -Help residents of communities take advantage of jobs created by the assessment and cleanup of brownfields and the assessment, cleanup, and management of solid and hazardous waste sites and facilities while addressing environmental justice concerns. -Provide training that leads to sustainable employment in the environmental field. -Improve community involvement and stimulate the development of constructive partnerships. -Reduce exposures to hazardous substances and other contaminants and improve the health of workers, occupants, and residents. -Foster self-sufficiency and enhance the skills and availability of labor for environmental remediation in environmental justice and other communities impacted by environmental contamination. - Enable residents to participate in the promotion of environmental health and occupational safety, both on the job and in their communities. No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

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

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.324 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

Please see attachment labeled "*JT-98T36901-0 City of Richmond Programmatic Terms & Conditions*" for the list of Programmatic Terms and Conditions.

*****END OF ASSISTANCE AGREEMENT*****

FY22 Brownfields Job Training (JT)

Cooperative Agreement Terms and Conditions

I. General Cooperative Agreement – Administrative Requirements

A. Terms of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the cooperative agreement recipient's (CAR) request. Notwithstanding 40 CFR § 45.140, the budget and project period for this training assistance agreement may exceed three years based on a March 29, 2018, class exception to the regulation.

2. If after one year from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, EPA's Award Official or Grants Management Officer may terminate this agreement under 2 CFR § 200.340.

3. The term "sufficient progress" means the applicant has: 1) established a program and begun marketing the program; 2) hired all key personnel; and 3) has completed the first round of training.

4. Unless approved with the award of this cooperative agreement, the CAR must receive written approval by EPA's Award Official or Grants Management Officer of a final workplan within 60 calendar days following the date of the award. The CAR must receive documentation of written EPA approval of the final workplan from EPA's Project Officer prior to expenditure of federal funds under this cooperative agreement. Unless the EPA Award Official, or Grants Management Officer grants a waiver, no funds may be drawn down without an EPA approved final workplan. If the recipient fails to obtain EPA approval of the final workplan within 60 days of award, EPA may terminate this agreement under 2 CFR § 200.340.

B. Substantial Involvement

1. Cooperative agreements require substantial involvement between the EPA Project Officer and the selected applicant in the performance of the work supported. Substantial EPA involvement for this cooperative agreement may include:

Close monitoring of the recipient's performance to verify the results proposed by the applicant;

Review and approval of changes to the workplan and/or budget to the extent provided for in EPA's General Term and Condition "Transfer of Funds";

Collaboration during performance of the scope of work;

Approving substantive terms of proposed professional services and equipment purchase contracts;

Approving qualifications of key personnel (EPA will not select employees or contractors employed by the award recipient);

Review and comment on reports prepared under the cooperative agreement, per the terms and conditions; and

Review and comment on financial reports, monitoring all reporting, record-keeping procedures, and other program requirements.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is responsible for ensuring that all training is protective of human health and the environment and complies with all applicable state and federal laws. The CAR is also responsible for maintaining proper documentation of graduates' certifications. The CAR must ensure instructors delivering training, including training for certification programs, are certified by their states. EPA does not provide information on trainer certification and does not endorse specific instructors or training organizations.

2. The CAR must comply with proper procurement standards in acquiring a contractor, if applicable. The CAR is responsible for ensuring that contractors and subaward recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipient(s) and contractor(s) are consistent with the terms and conditions of this agreement.

i. Funding may be used to acquire services or fund partnerships, provided the recipient follows procurement and subaward procedures under 2 CFR Parts 200 and 1500, as applicable and EPA's [Subaward Policy](#). CARs must compete contracts for services and products, and conduct cost and price analyses to the extent required by these regulations. The regulations and EPA's General Terms and Conditions also contain limitations on consultant compensation. The fact that a CAR named a specific contractor or consultant in the application EPA approved for a JT cooperative agreement, does not relieve it of its obligations to comply with competitive procurement requirements. Additional guidance on procurements is available in [EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#).

ii. *Subawards*, as defined in 2 CFR § 200.1, may be used to fund partnerships with nonprofit organizations and governmental entities. CARs may only make subawards to eligible entities as described in Section III(A) of the FY22

JT Guidelines. The CAR may not subaward to for-profit organizations. Subrecipients only receive reimbursement for their actual direct or indirect costs subject to the 5% limit on administrative costs described in Section II.A.2. of these Terms and Conditions, such that they do not “profit” from the transaction and subrecipients are subject to the same Federal requirements as the pass-through entity. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.327. The nature of the transaction between the recipient and the subrecipient must be consistent with the standards for distinguishing between procurement contracts and subrecipient assistance at 2 CFR § 200.331 as supplemented by EPA’s [Subaward Policy](#). EPA will not be a party to these transactions.

iii. The CAR must make clear in any solicitation for private or public funding that the CAR’s organization, and not EPA, is seeking funding. The CAR may not imply that EPA endorses any fund-raising activities in connection with its cooperative agreement.

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State cybersecurity requirements.

i. 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 for State recipients 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.

ii. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient’s network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA’s Central Data Exchange. The

recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Trainee Recruitment, Placement, and Monitoring

1. The CAR must recruit trainees from the target geographic areas identified in its application, specifically areas where brownfield sites, Superfund sites, landfills, oil spills, recent disaster areas, or solid/hazardous waste facilities are located. Cooperative Agreement funds must target unemployed or underemployed individuals from these areas. The intention is to link local residents who have completed the training with local remediation and environmental companies in their respective communities, providing an opportunity for them to benefit from employment. The CAR shall demonstrate its progress in meeting this term and condition in the quarterly progress report and final project report as stated below.

i. The CAR may extend recruitment outside of the target area, but priority shall be given to unemployed and underemployed residents living in the target area.

ii. While the cooperative agreement funds may be used to train dislocated workers or provide refresher training, in HAZWOPER for example, the core training program must focus on those who have little or no advanced education, work experience, or who have various barriers to employment, and are unemployed or underemployed.

iii. Applicants who are providing dislocated workers refresher training or single environmental certifications must ensure these workers have adequate health and safety training.

2. The CAR is required to monitor and track all trainees for a minimum of one year following the completion of the training program and must report the results of this monitoring in their quarterly and final progress reports. The CAR is responsible for ensuring that funding is allotted to cover this task in its budget and that accomplishments are reported in the Assessment, Cleanup, and Redevelopment Exchange System (ACRES), EPA's system for tracking Brownfields cooperative agreements.

3. The CAR is required to complete all training cycles at least 6 months before the cooperative agreement's expiration to assist with reporting results into ACRES before the close of the cooperative agreement award. The final year of the cooperative agreement is intended to focus on final job placement for those not yet placed in

employment or who have not retained sustainable employment, tracking graduates, and reporting accomplishments to EPA electronically through ACRES.

E. Quarterly Progress Reporting

1. In accordance with EPA regulation 2 CFR § 200.329 the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

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.

The CAR shall refer to and utilize the Quarterly Reporting function resident within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports.

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

Quarterly progress reports must include:

- i. Documentation of progress in meeting the outputs/outcomes listed in the final workplan, deliverables completed to date as cited in the CAR's project narrative, and an explanation of any slippage in meeting these deliverables
- ii. An update on meeting project milestones and progress in meeting project deadlines/timeline.
- iii. A summary of the number of individuals entering training, number of veterans entering training, number of individuals completing training, the number of individuals obtaining employment, number of individuals that did not obtain employment, number of individuals that did not obtain employment but are pursuing further education, the average hourly starting wage of those who have obtained employment, and leveraged funds to date.

iv. Information regarding the location from where trainees were recruited and information regarding placement of graduates (i.e. job titles, starting salaries, and names of organizations where graduates were placed).

v. A summary of the training completed to date including courses that were held and certifications provided.

vi. A detailed budget summary with a table showing the approved budget for each task by budget category, including the funds used to date for each task, the funds remaining for each task, and explanation notes, if applicable.

Following budget headings may include: Current Approved Budget, Costs Incurred this Quarter, Costs Incurred to Date, and Total Remaining Funds.

F. Final Project Report

1. In accordance with 2 CFR § 200.329 the CAR agrees to submit within 120 calendar days after the termination or expiration of the approved project period a final technical report, in narrative format, on the cooperative agreement and at least one reproducible copy suitable for printing to their designated EPA Project Officer. This report must clearly address the following items:

i. An overview of the project in terms of its overall process and outputs/outcomes completed.

ii. A summary of the results of the training program including the total number of persons recruited, the total number of persons entering and completing training, and the total number of persons placed in full-time employment. Additionally, information regarding those trainees pursuing further education, and the number of persons entering the environmental field must be provided.

iii. A description of how the trainees were recruited from environmentally-impacted communities.

iv. A summary of the post-tracking and follow-up activities that the CAR conducted for each trainee.

v. A summary of the cost per trainee and a description of the training provided.

vi. A description of how EPA involvement was referenced in outreach materials, if applicable.

vii. Problems encountered which prohibited the completion of the project goals or objectives, if applicable.

viii. Other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.

ix. Future plans for continuation of the program following the expiration of the EPA cooperative agreement.

After review of the final report, the EPA Project Officer may request additional information of the CAR. In addition to the final report, as provided in the General Term and Condition “Copyrighted Material and Data” the Project Officer may direct the CAR provide a copy of all tangible and intangible products that were created for the purpose of the funded project (i.e. videos, research findings, curriculum, presentations, etc.) If an exhibit or slide show was created or an item too large and/or expensive to duplicate, photos or transcripts of the product may be substituted.

G. Conflict of Interest

1. The CAR is subject to EPA’s [Financial Assistance Conflict of Interest Policy](#) when making subawards.

2. Recipient employees, contractors (including consultants) or other individual associated with the CAR will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. CARs 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.

3. The CAR is also subject to the requirements in EPA’s General Term and Condition “Disclosing Conflicts of Interests.”

II. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of Funds for the Cooperative Agreement Recipient

1. The only required training is OSHA 29 CFR § 1910.120 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER). The applicant is expected to provide additional training courses that specifically fit each applicant’s training program based on the labor market needs identified by that applicant.

Eligible use of grant funds under this agreement, depending on training identified in the CAR’s EPA-approved scope of work, may include, but are not limited to:

- Training in “green remediation” technologies, such as phytoremediation, bioremediation, or soil amendments; advanced sampling instrument operator training; or training in the reuse of biosolids and other industry residuals.

- Training in stormwater management; green infrastructure installation, management, and maintenance; or low impact development (LID) training for the purpose of preparing a brownfield site for sustainable reuse.
- Emergency planning, preparedness, and response training for emergencies leading to contamination on brownfields sites, such as organizing and implementing exercises; outreach to the public; spill response and cleanup, including industrial and environmental (e.g., oil spills, natural disasters, etc.); first responder, disaster site worker certification, and National Incident Management System (NIMS) training; Disaster Recovery.
- Enhanced environmental health and safety training related to site remediation, such as promoting chemical (substance, mixture, or article) safety awareness and stewardship; safe work practices (including an overview of the content of material safety datasheets (MSDS), information on exposure guideline limits (Occupational Exposure Limits and Recommended Exposure Limits), information contained within the NIOSH pocket guide to chemical hazards, or the OSHA/EPA Occupational Chemical Database); isolation of work areas; safe storage and handling of chemicals; prevention of spills; and training in an overview of any existing chemical-specific worker training and certification programs, including but not limited to: lead abatement; lead renovation, repair, and painting (RRP); asbestos; diisocyanates (auto-refinishing and spray polyurethane foam); pesticide worker protection standards; PFCs; PBDEs/HBCD; and others.
- Energy efficiency, and alternative energy technologies, such as training in retrofitting technologies, in order to prepare brownfield sites for renewable energy installation for reusing and redeveloping former brownfield sites.
- Personnel or contract costs for instructors to conduct training, fringe benefits, and/or personnel costs for tasks associated with programmatic reporting requirements.
- Costs for screening and placement of individuals in the training program.
- Costs for training materials and work gear associated with the training curriculum.
- Development and refinement of existing curricula for training.
- Implementing job development outreach activities directed toward engaging prospective employers to be involved in the job training program and to hire graduates.
- Training in the assessment, inventory, analysis, and remediation of sites or facilities at which hazardous substances, pollutants, contaminants, and petroleum are located, transported, or disposed, including training for jobs in environmental sampling,

demolition, underground storage tank removal, groundwater extraction, and site remediation associated with brownfields.

- Training in sustainable deconstruction in preparation of a brownfield site cleanup or redevelopment.
- Training participants in the use of techniques and methods for cleanup of hazardous substances, petroleum, and pollutants, such as asbestos abatement; lead abatement; RRP; mold remediation; and cleaning up sites contaminated by the manufacturing of illegal drugs (e.g., methamphetamine labs), abandoned gas stations, or mine-scarred lands.
- Training in confined space entry.
- Training in first-aid, CPR, and blood-borne pathogens.
- Training in chemistry, toxicology, and geology to the extent necessary to inventory, assess, remediate, and clean up contaminated sites.
- Training in the requirements and implementation of the All Appropriate Inquiries Final Rule, as required in CERCLA § 101(35)(B) and 40 CFR 200 Part 312, and due diligence.
- Training in radiation safety and the cleanup of uranium mine tailings.
- Training in HAZMAT, commercial driver's license (CDL), forklift, and machine operations associated with the transportation of hazardous waste.
- Training in freon removal or the removal of hazardous substances from white goods such as refrigerators and freezers located on a brownfield site.
- Training in the use of compost and soil amendments and associated sampling, testing, and design considerations, and management techniques to support the assessment, cleanup, and preparation of sites for urban agriculture and horticulture.
- Training participants in planning and conducting ecological restoration of contaminated land, including general botanical classes or introductory horticultural classes related to land and stream restoration or indigenous species and native plant re-vegetation; landscaping; and soil science related to preparing sites for reuse and redevelopment.
- Awareness training in Environmental Stewardship and Environmental Justice to promote community involvement in assessment, cleanup and reuse of brownfield sites.

- Training in climate change mitigation and adaptation or resiliency as it relates to preparation of brownfield sites for cleanup and subsequent reuse.
- Training in Green Infrastructure and Stormwater Management; and Erosion and Sediment Control for site remediation and preparation for reuse and redevelopment.
- Training in building trades related to constructing beams, caps, synthetic barriers, pumping facilities, and similar structures to remediate contamination and site preparation.
- Training in national historic preservation and tribal historic preservation regulations associated with cleanup projects.
- Training in vapor intrusion testing and mitigation.
- Training in site surveying, mapping, blueprint reading, computer-aided design and drafting (CADD), and geographic information systems (GIS).
- Insurance a trainee needs to participate in on-the-job training.
- Costs associated with health exams (e.g., pulmonary function tests), drug testing, or licensing fees directly related to the training and/or the placement of graduates in environmental work.
- Costs used to cover rental fees associated with training facilities or minor alteration of existing facilities. (Construction costs are not allowable.)
- Costs associated with eligible participant support costs, including transportation for trainees for site visits during training or to transport trainees to and from class. Stipends for students (e.g. on-the-job training costs, or scholarship funds to support students' enrollment in college courses) other than for transportation are not allowable as noted below in B. Ineligible use of funds for cooperative agreements.

2. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$10,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d) and 200.412, the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories. Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
- ii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
- iii. Preparing payment requests and handling payments under 2 CFR § 200.305;
- iv. Financial reporting under 2 CFR § 200.328;
- v. Non-federal audits required under 2 CFR Part 200, Subpart F; and
- vi. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

3. The EPA has determined that the administrative cost limitation does not apply to "programmatic" costs, (i.e. costs for activities that are integral to achieving the purpose of the grant), even if the Agency considered the costs to be "administrative" under the prior Brownfields Program.

- i. The limitation does not apply to direct costs of training. For example, costs for instructor salaries, program management salaries (to the extent that such costs are included in the scope of work for Brownfields Job Training grants), materials (e.g. textbooks, equipment, and classroom supplies), necessary travel and transportation expenses, and medical tests required to qualify for hazardous substances related work are programmatic, not administrative.
- ii. Costs for performance reporting required under 2 CFR Parts 200 and 1500 and the terms and conditions of this agreement are eligible programmatic costs as long as these costs are not included in the CAR's indirect cost pool.
- iii. Clerical costs may be eligible as programmatic costs if supported by time records demonstrating that clerical personnel performed programmatic functions (e.g. student registration, copying course materials for use by trainees) under the cooperative agreement and these costs are not included in the CAR's indirect cost pool.

B. Ineligible Uses of Funds for the Cooperative Agreement Recipient

1. Funds awarded under CERCLA § 104(k)(7) are intended for job training activities and may not be used for:

- Training in general construction skills and trades (e.g., carpentry, plumbing, electricity, etc. relating to constructing buildings).
- Training in natural resource extraction or related processes, such as hydraulic fracturing, oil refinery, or mining operations.
- Training that seeks to test a product or is intended to expand a business, including training that seeks to expand construction and demolition debris recycling businesses for example, or training that is intended to only serve staff of an existing business who are employed with that business.
- Conducting actual site assessments or cleanups, except within the context of on-the-job training.
- Conducting response activities often associated with actual cleanups (e.g., landscaping, demolition, and groundwater extraction), except within the context of on-the-job training assignments. Assessment, cleanup, and associated activity costs must be funded through other means.
- General or life skills, education activities, such as remedial classes in math and reading; job readiness training, such as developing resumes and acquiring interview skills; GED costs; website development; vehicle or medical insurance; or child care and daycare costs.
- Stipends for students, including on-the-job training costs, or scholarship funds to support students' enrollment in college courses. As noted above, stipends for student transportation expenses are eligible.
- Membership fees, such as fees required to join placement service organizations or environmental organizations.
- Notwithstanding EPA's General Term and Condition "**Light Refreshments and/or Meals**" Providing food or light refreshments to employees, instructors, and trainees - except at graduation ceremonies is not an allowable cost under this cooperative agreement.
- Costs that are unallowable (e.g., lobbying, fundraising, alcoholic beverages) under 2 CFR Parts 200 and 1500, as applicable.

- Matching any other federal funds (unless there is specific statutory authority for the match). The statutory authority for the Brownfields Job Training Program, section 104(k)(7) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) 42 U.S.C. 9604(k)(7) does not provide the requisite authority. Cooperative agreement funds may be used to match state or local funds, if authorized by the relevant state statute or local ordinance.
- Construction or substantial rehabilitation of buildings or other facilities to house training.
- Foreign travel.
- Application preparation costs. (Application preparation costs may be included in the CAR's indirect cost pool as provided by 2 CFR § 200.460).

C. Interest-Bearing Accounts and Program Income

1. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees charged to trainees or funds raised with EPA financial support) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(9) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income (e.g. fees charged to students) earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 200.305(b)(5).

D. Leveraging

The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in their application dated 10/4/2021. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, EPA may consider this factor in evaluating future applications from the recipient. In addition, if the

proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its application dated 10/4/2021, EPA may take action as authorized by 2 CFR § 200.339 and 2 CFR Part 180 as applicable.

III. Payment and Closeout

A. Payment and Closeout

The CAR may request payment from EPA pursuant to 2 CFR § 200.305. Closeout will be conducted in accordance with 2 CFR § 200.344, as appropriate. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the grant. At the end of the cooperative agreement, the CAR must refund to the Federal agency any balance of unobligated (unencumbered) cash advanced on the cooperative agreement.