

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 99T61101 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 08/11/2017
			<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 08/18/2017
			<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> pend
			<b>RECIPIENT TYPE:</b> State	
<b>RECIPIENT:</b> State of California-High Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814 <b>EIN:</b> 91-1879327		<b>PAYEE:</b> State of California-High Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814		
<b>PROJECT MANAGER</b> Desiree Malone 770 L Street, Suite 620 Sacramento, CA 95814 <b>E-Mail:</b> <a href="mailto:desiree.malone@hsr.ca.gov">desiree.malone@hsr.ca.gov</a> <b>Phone:</b> 916-330-5640		<b>EPA PROJECT OFFICER</b> Noemi Emeric-Ford 75 Hawthorne Street, SFD-6-1 San Francisco, CA 94105 <b>E-Mail:</b> <a href="mailto:Emeric-Ford.Noemi@epa.gov">Emeric-Ford.Noemi@epa.gov</a> <b>Phone:</b> 213-244-1821		<b>EPA GRANT SPECIALIST</b> Susan Chiu Grants Management Section, EMD-6-1 <b>E-Mail:</b> <a href="mailto:chiu.susan@epa.gov">chiu.susan@epa.gov</a> <b>Phone:</b> 415-972-3674
<b>PROJECT TITLE AND DESCRIPTION</b> Brownfields Assessment Cooperative Agreement  <p>The grantee will work with coalition partners to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites around the Los Angeles Union Station area. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.</p> <p>This agreement provides full federal funding in the amount of \$600,000. Preaward costs are approved back to 7/1/2017.</p>				
<b>BUDGET PERIOD</b> 07/01/2017 - 06/30/2020		<b>PROJECT PERIOD</b> 07/01/2017 - 06/30/2020		<b>TOTAL BUDGET PERIOD COST</b> \$600,000.00
				<b>TOTAL PROJECT PERIOD COST</b> \$600,000.00
<b>NOTICE OF AWARD</b>				
<p>Based on your Application dated 12/22/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. 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>				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Grants Management Section, EMD 6-1 75 Hawthorne Street San Francisco, CA 94105			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9 Superfund Division 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Craig A. Wills - Grants Management Officer				<b>DATE</b> 08/11/2017

# **EPA General Terms and Conditions**

## **Effective April 27, 2017**

### **1. Introduction**

The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

### **2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

**2.1. Implementing Procurement Standards.** Per 2 CFR 200.110, there is a two-year grace period available to non-Federal entities for implementation of the procurement standards in 2 CFR 200.317 through 200.326. As detailed in the 2015 OMB Compliance Supplement, non-Federal entities choosing to delay implementation will need to specify in their documented policies and procedures that they continue to comply with 40 CFR Part 30 or 31, as applicable, for two additional fiscal years which begins after December 26, 2014.

**2.2. Effective Date and Incremental or Supplemental Funding.** Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 200.98) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 200 and 1500).

## **Financial Information**

### **3. Reimbursement Limitation**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.8

### **4. Payment Methods**

The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

**4.1. Automated Standard Application for Payments (ASAP).** The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If the recipient uses multiple bank accounts for EPA grants/cooperative agreements, the recipient must enroll in ASAP. To enroll in ASAP, please complete the ASAP Initiate Enrollment form located at:

<http://www2.epa.gov/financial/forms> and email it to LVFC-grants@epa.gov or mail it to:

USEPA LVFC

4220 S. Maryland Pkwy

Bldg C, Suite 503

Las Vegas, NV 89119

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved funds are credited to the account at the financial institution of the recipient organization identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at 702-798-2485, or by visiting: [www.fms.treas.gov/asap](http://www.fms.treas.gov/asap).

**4.2. Electronic Funds Transfer (EFT).**

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain the recipient's banking information from the System for Award Management (SAM). Once the agreement is awarded and no restrictions are identified by the awarding office, a Las Vegas Finance Center Representative will send the recipient an email message with the EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at 702-798-2485, or by visiting: <http://www2.epa.gov/financial/grants>.

NOTE: If the banking information is not correct or changes at any time prior to the end of this agreement, the recipient must update the organization's SAM registration and notify the EPA Las Vegas Finance Center as soon as possible. This is vital to ensure proper and timely deposit of funds.

**5. Payment Drawdown**

The recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked or financing method changed to a reimbursable basis.

**Selected Items of Cost**

**6. Consultant Cap**

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, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, 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. 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 Subpart D of 2 CFR 200 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 2 CFR 1500.9.

## 7. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: <https://epa.gov/grants/epa-subaward-policy>.

As a pass-through entity, the recipient agrees to:

**7.1.** Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.330 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

**a.** For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

**b.** Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as required by 2 CFR 200.75 and 2 CFR 200.92.

**7.2.** Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.331(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

**7.3.** Prior to making subawards, ensure that each subrecipient has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.331(a)(1). The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. Information regarding obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled "**Central Contractor Registration/System for Award Management and Universal Identifier Requirements**" T&C of the pass-through entity's agreement with the EPA.

**7.4.** Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.331(a)(2). These requirements include, among others:

**a.** Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

**b.** Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"

**c.** Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"

**d.** EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"

**e.** The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at [www.epa.gov/grants](http://www.epa.gov/grants). Many Federal requirements are agreement or program specific and EPA

encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

**7.5.** Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.331(b) and document the evaluation. Risk factors may include:

- a.** Prior experience with same or similar subawards;
- b.** Results of previous audits;
- c.** Whether new or substantially changed personnel or systems, and;
- d.** Extent and results of Federal awarding agency or the pass-through entity's monitoring.

**7.6.** Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.331(c). Examples of additional requirements authorized by 2 CFR 200.207 include:

- a.** Requiring payments as reimbursements rather than advance payments;
- b.** Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- c.** Requiring additional, more detailed financial reports;
- d.** Requiring additional project monitoring;
- e.** Requiring the non-Federal entity to obtain technical or management assistance, and
- f.** Establishing additional prior approvals.

**7.7.** Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.331(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

**7.8.** Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at 2 CFR 200.68 on including subaward costs in Modified Total Direct Cost for the purposes of distributing indirect costs.

**7.9.** Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

**7.10.** Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR Part 200.308.

**7.11.** Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

**7.12.** Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

**7.13.** Establish and maintain a system under 2 CFR 200.331(d)(3) and 2 CFR 200.521(c) for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

**7.14.** As provided in 2 CFR 200.332, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are

authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 7.1 through 7.14 above or will refrain from making subawards until the systems are designed and implemented.

## **8. Management Fees**

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

## **Reporting and Additional Post-Award Requirements**

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

**9.1. Requirement for System for Award Management (SAM)** Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

**9.2. Requirement for Data Universal Numbering System (DUNS) numbers.** If the recipient is authorized to make subawards under this award, the recipient:

**9.2.1.** Must notify potential subrecipients that no entity (definition paragraph 9.3 of this award term) may receive a subaward unless the entity has provided its DUNS number.

**9.2.2.** May not make a subaward to an entity unless the entity has provided its DUNS number.

**9.3. Definitions.** For the purposes of this award term:

**9.3.1. System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: <https://www.sam.gov>.

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

**9.3.3. Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

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

**9.3.3.2.** A foreign public entity;

**9.3.3.3.** A domestic or foreign nonprofit organization;

**9.3.3.4.** A domestic or foreign for-profit organization; and

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

**9.3.4. Subaward:**

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

**9.3.4.2.** The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

**9.3.4.3.** A subaward may be provided through any legal agreement, including an agreement that the recipient considers a contract.

**9.3.5. Subrecipient** means an entity that:

**9.3.5.1.** Receives a subaward from the recipient under this award; and

**9.3.5.2.** Is accountable to the recipient for the use of the Federal funds provided by the subaward.

## **10. Reporting Subawards and Executive Compensation**

### **10.1. Reporting of first-tier subawards.**

**10.1.1. Applicability.** Unless the recipient is exempt as provided in paragraph 10.4. of this award term, the recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 10.5 of this award term).

**10.1.2. Where and when to report.** (1) The recipient must report each obligating action described in paragraph 10.1.1 of this award term to [www.fsrs.gov](http://www.fsrs.gov). (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

**10.1.3. What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: <http://www.fsrs.gov>.

### **10.2. Reporting Total Compensation of Recipient Executives.**

**10.2.1. Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

**10.2.1.1.** the total Federal funding authorized to date under this award is \$25,000 or more;

**10.2.1.2.** in the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

**10.2.2. Where and when to report.** The recipient must report executive total compensation described in paragraph 10.2.1 of this award term: (i.) As part of the registration Central System for Award Management profile available at [www.sam.gov](http://www.sam.gov). (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

### **10.3. Reporting of Total Compensation of Subrecipient Executives.**

**10.3.1. Applicability and what to report.** Unless exempt as provided in paragraph 10.4. of this award term, for each first-tier subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

**10.3.1.1.** in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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

**10.3.2. Where and when to report.** The recipient must report subrecipient executive total compensation described in paragraph 10.3.1. of this award term:

**10.3.2.1.** To the recipient.

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

#### **10.4. Exemptions**

**10.4.1.** If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:

**10.4.1.1.** subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

#### **10.5. Definitions.** For purposes of this award term:

**10.5.1. Entity** means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

##### **10.5.3. Subaward:**

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

**10.5.3.2.** The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).

**10.5.3.3.** A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

##### **10.5.4. Subrecipient** means an entity that:

**10.5.4.1.** Receives a subaward from the recipient under this award; and

**10.5.4.2.** Is accountable to the recipient for the use of the Federal funds provided by the subaward.

**10.5.5. Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

**10.5.5.1.** Salary and bonus.

**10.5.5.2.** Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.



- 10.5.5.3.** Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 10.5.5.4.** Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- 10.5.5.5.** Above-market earnings on deferred compensation which is not tax-qualified.
- 10.5.5.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **11. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance**

### **11.1. General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

### **11.2. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- 11.2.1.** Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 11.2.2.** Reached its final disposition during the most recent five year period; and
- 11.2.3.** Is one of the following:
  - 11.2.3.1.** A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 11.2.3.2.** A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 11.2.3.3.** An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 11.2.3.4.** Any other criminal, civil, or administrative proceeding if:
    - 11.2.3.4.1.** It could have led to an outcome described in paragraph 11.2.3.1, 11.2.3.2, or 11.2.3.3 of this award term and condition;
    - 11.2.3.4.2.** It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - 11.2.3.4.3.** The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### **11.3. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a

second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### **11.4. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph 11.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### **11.5. Definitions**

For purposes of this award term and condition:

**11.5.1.** Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

**11.5.2.** Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

**11.5.3.** Total value of currently active grants, cooperative agreements, and procurement contracts includes—

**11.5.3.1.** Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

**11.5.3.2.** The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## **12. Federal Financial Reporting (FFR)**

Pursuant to 2 CFR 200.327 and 200.343, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 days after the end of each specified reporting period for quarterly and semi-annual reports, and 90 calendar days for annual and final reports. Extension of reporting due dates may be approved by EPA upon request of the recipient. The FFR form is available on the internet at:

<http://www2.epa.gov/financial/forms>. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov) or mail it to:

USEPA LVFC  
4220 S. Maryland  
Pkwy Bldg C, Suite  
503  
Las Vegas, NV 89119

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

## **13. Indirect Cost Rate Agreements**

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current Federally-approved indirect cost rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval and a final rate has been determined by the cognizant agency. Recipients are responsible for

maintaining an approved indirect cost rate for the life of the award. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without prior approval from EPA.

#### **14. Audit Requirements**

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

[https://harvester.census.gov/facides/\(S\(3wauez2yufokbe3engv0dtek\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(3wauez2yufokbe3engv0dtek))/account/login.aspx).

For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx>.

#### **15. Closeout Requirements**

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at:

<http://www2.epa.gov/grants/frequently-asked-questions-about-closeout-information>.

#### **16. Suspension and Debarment**

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

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

#### **17. Disclosing Conflict of Interests**

##### **17.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).**

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the

COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

**17.2. For awards to states including state universities that are state agencies or**

**instrumentalities** As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at:

<http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding

from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.74. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.74 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

## **Programmatic General Terms and Conditions**

### **18. Sufficient Progress**

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

### **19. Copyrighted Material and Data**

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the

- copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

## **20. Patents and Inventions**

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

## **21. Acknowledgement Requirements for Non-ORD Assistance Agreements**

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <http://www.nsf.gov/awards/managing/rtc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

## **22. Electronic and Information Technology Accessibility**

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such

technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

### **23. Human Subjects**

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

### **24. Light Refreshments and/or Meals**

#### **FOR NON-STATE RECIPIENTS:**

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

#### **FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:**

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

#### **25. Tangible Personal Property**

**25.1 Reporting** Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

#### **25.2 Disposition**

**25.2.1 Most Recipients.** Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this award term, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal



funds.

**25.2.2 State Agencies.** Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

**25.2.3 Superfund Recipients.** Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

## **26. Dual Use Research of Concern (DURC) (Added 4/27/2017)**

The recipient agrees to conduct all life science research\* in compliance with [EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern](#) (EPA DURC Order) and [United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern \(iDURC Policy\)](#). If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at [DURC@od.nih.gov](mailto:DURC@od.nih.gov).

\**"Life Sciences Research,"* for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

## **Public Policy Requirements**

### **27. Civil Rights Obligations (Modified 10/12/16)**

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

#### **a. Statutory Requirements**

- i. In carrying out this agreement, the recipient must comply with:
  1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

- ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
  - 1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
  - 1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

**b. Regulatory Requirements**

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

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

- i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>
- ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

**28. Drug-Free Workplace**

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

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at [www.ecfr.gov/](http://www.ecfr.gov/).

### **29. Hotel-Motel Fire Safety**

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

### **30. Lobbying and Litigation**

#### **a. All Recipients.**

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

### **31. Recycled Paper**

When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

### **32. Resource Conservation and Recovery Act**

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal

year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

### 33. Trafficking in Persons

#### a. Provisions applicable to a recipient that is a private entity.

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

#### b. Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
  1. Associated with performance under this award; or
  2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR 1532

#### c. Provisions applicable to any recipient.

- i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a and b:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. The recipient must include the requirements of paragraph a of this award term in any

subaward made to a private entity.

- d. **Definitions.** For purposes of this award term:
- i. “Employee” means either:
    1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - iii. “Private entity”:
    1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    2. Includes:
      - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - b. A for-profit organization.
  - iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **1. COMMUNITY NEED**

### **1.a. Target Area and Brownfields**

***1.a.i. Community and Target Area Descriptions:*** Los Angeles Union Station (LAUS) is centrally located in downtown Los Angeles, and is one of the busiest transportation hubs in the nation, with almost 160,000 trips per day. LAUS is owned by Los Angeles County Metropolitan Transportation Authority (Metro), the primary operator of bus and regional rail services, and is served by local and regional buses, light rail, subway, commuter rail, intercity rail, long distance Amtrak services<sup>1</sup>, and will be served by high-speed rail service starting in 2029. In 2016, a Coalition consisting of the California High-Speed Rail Authority (the Coalition lead), Metro and Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (LOSSAN Agency) was formed to work with local jurisdictions to improve land use and economic conditions around LAUS. The LOSSAN Agency is a joint powers authority that manages the second busiest passenger rail corridor in the country, with LAUS as one of its main destinations. The Coalition's focus is the area of one-mile radius around LAUS (target area), which includes the Civic Center, Little Tokyo, Arts District, Chinatown, Aliso Village, and Mission Junction neighborhoods, as well as portions of Angelino Heights, Boyle Heights, and Skid Row.

In the 1800s, the target area was primarily used for industrial purposes. Over time, industrial uses gave way to transportation infrastructure and institutional uses. As a result, known and suspected brownfields are present throughout the target area. Currently, the area is a patchwork of land uses, containing a regional transit hub, commercial and industrial facilities, residences, government buildings, restaurant and retail uses, vacant lots, correctional facilities, bus and rail maintenance facilities, and freeways. Developed before the advent of modern environmental standards, brownfields are located directly adjacent to homes and community facilities of sensitive populations in the target area.

Today an opportunity exists to study and plan for a once in a lifetime transformation of the LAUS target area. The environmental contamination poses obstacles to development, but through this grant, the Coalition can take an important step toward regenerating the urban core. The economic resurgence of downtown Los Angeles is providing incentive to capitalize on repurposed brownfields for productive use. Community-led planning efforts have reimagined what the target area can become, and planned station and transportation service improvements (discussed in Sec. 2.c.), combined with future high-speed rail service, will help create one of the most vibrant transportation hubs in the nation.

***1.a.ii. Demographic Information and Indicators of Need:*** As Table 1 illustrates, sensitive populations with greater susceptibility to many of the contaminants and cumulative environmental issues in the target area make up a disproportionate share of the residents in the target area – including communities of color, unemployed, low-income individuals, and senior citizens. The target area has high concentrations of communities of color living in close proximity to stationary and mobile sources of pollution and contamination. The target area also has a high rate of populations that are more vulnerable to contaminants and cumulative issues, such as children under 18 living in poverty (substantially higher than the rate in the City of Los Angeles and more than double the county, state and national rates).

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<sup>1</sup> Los Angeles County Metropolitan Transportation Authority, Los Angeles Union Station Master Plan Technical Memo – Existing Transit Access, Circulation, and Parking. March 2013.

**Table 1 – Demographic Information**

	Target Area <sup>1</sup>	City of Los Angeles	Los Angeles County	California	United States
Population	30,860	3,900,794	10,170,292	39,144,818	321,418,820
Population Density (persons per sq mile) <sup>2</sup>	9,644	7,755	2,141	240	85
% Minority <sup>3</sup>	83.5%	71.6%	73.1%	61.3%	37.7%
% Unemployed <sup>4</sup>	6.3%	6.0%	5.7%	5.9%	5.0%
Poverty Rate	32.8%	22.1%	18.2%	16.3%	15.5%
% Children (under 18)	10.0%	21.8%	23.1%	23.9%	23.3%
Poverty Rate, Children (under 18)	52.2%	31.9%	25.5%	22.2%	21.4%
% Very Young Children (under 5)	3.0%	6.4%	6.4%	6.5%	6.3%
Single Mothers in Poverty, as % of Women ages 15 to 50 who had a birth in past 12 months	36.7%	21.7%	18.0%	15.5%	17.7%
% Senior Citizens (over 65)	15.8%	11.2%	11.9%	12.5%	14.1%
Median Household Income (year 2015 \$)	\$31,576	\$50,205	\$56,196	\$61,818	\$53,889

Data (with exception of % unemployed) are from the 2015 American Community Survey data profile and are available on American FactFinder at <http://factfinder.census.gov/>  
<sup>1</sup> Zip code 90012 is used for Target Area (approximately one mile around LAUS).  
<sup>2</sup> Square miles for each geography was obtained from [www.google.com](http://www.google.com)  
<sup>3</sup> Minority is defined as all ethnic groups other than white, non-hispanic.  
<sup>4</sup> Data are from the Bureau of Labor Statistics website (as of end of 2015) and are available at <http://www.bls.gov/>

**I.a.iii. Brownfields and Their Impacts:** An Environmental Data Resources Inc. (EDR) government database search report was conducted in April 2016 as part of a corridor study for the Burbank to Los Angeles project section of the California High-Speed Rail project.<sup>2</sup> Properties in the area are likely contaminated with a variety of substances based on the EDR report, including petroleum hydrocarbons, heavy metals, and chlorinated solvents given the historic and current uses in the target area. Potentially contaminated properties may include gasoline stations, automobile repair facilities, railroad corridors and rail yards, dry cleaners, and manufacturing facilities. Aerially deposited lead may be present in surficial soils along major streets and highways. Negative environmental impacts have occurred in the target area due to these brownfields. Industrial waste byproducts have contaminated the ground at William Mead Homes, a public housing project in the target area. Over 11,000 tons of soil had to be removed and treated in the early 2000s, but not before residents were told not to grow vegetables for consumption and a playground was fenced off.<sup>3,4</sup> Air and noise pollution is prevalent from highway, railroad, and helicopter operations in the target area, and blight is an ongoing concern due to the prevalence of vacant parcels.

The EDR report identified 46 sites within one mile of LAUS that were listed in one or more databases. Of the 46 sites, 10 sites were identified in the EDR report as posing a high risk, 14 sites posed a medium risk, and 22 posed a low risk; the risk ranking information is included in the EDR report. All 46 sites will be considered during the site identification and prioritization process funded by the EPA grant (discussed in Sec. 3.a.i.). Results from the assessments will be

<sup>2</sup> Environmental Data Resources Inc., EDR DataMap Environmental Atlas, CHSR Burbank to Los Angeles Corridor. April 20, 2016.

<sup>3</sup> LA Weekly, Home, Sweet Dump, January 19, 2000. Website, accessed December 20, 2016. Available: <http://www.laweekly.com/news/home-sweet-dump-2131547>

<sup>4</sup> Los Angeles Times, Toxic Cleanup Set at Housing Project, January 21, 2000. Website, accessed December 20, 2016. Available: <http://articles.latimes.com/2000/jan/21/local/me-56233>

used to prioritize the assessed sites for cleanup plans. The eight high and medium risk sites within closest proximity to LAUS are:

- Southern California Gas/Aliso Street Manufactured Gas Plant (MGP), Site 398
- So Cal Gas/Aliso Sector C, Blocks Q&R/Los Angeles Police Department Motor Transport/Piper Technical Center/Aliso MGP, Site 415,
- County of Los Angeles – Jail Expansion, Site 398,
- Caltrans-Commercial Property, Site 421,
- Union Station/Metro Rail, Site 410,
- U.S. Postal Service Terminal Annex, Site 402,
- Los Angeles County Jail, Site 400, and
- International Bank Property, Site 389.

### **1.b. Welfare, Environmental, and Public Health Impacts**

***1.b.i Welfare Impacts:*** A variety of welfare issues negatively impact the quality of life for residents in the target area. The underutilization of the area's land also represents missed opportunities to provide space for job training, small business incubation, and much-needed housing within walking distance of inexpensive public transit that in less than half an hour reaches the region's major job centers and educational opportunities (and in the process provides an environmentally sustainable commute mode). Open space is scarce, with only 0.4 acres of parkland per 1,000 residents, the second lowest park level of service in the City of Los Angeles<sup>5</sup> and well below the California benchmark of 3 acres of parkland per 1,000 residents, established by the Quimby Act. The target area is primarily in the Central City North community plan area and directly abuts and overlaps with the Central City community plan area. Central City has the highest total crime rate (52.1 crimes per 1,000 residents in six months), the highest rate of violent crime (13.3 crimes per 1,000 residents in six months), and the highest rate of property crime (38.8 crimes per 1,000 residents in six months), compared to city-wide averages of 13.5 total crimes, 2.5 violent crimes, and 11 property crimes per 1,000 residents over six months.<sup>6</sup> Central City North, while having crime rates comparable to city averages (14.5 total crimes, 2.5 violent crimes, and 11.9 property crimes per 1,000 residents over six months), experiences negative spillover effects of the crime occurring in Central City, as evidenced by only 59% of adults in Central City and Central City North reporting that they perceive their neighborhood to be safe from crime.<sup>7</sup>

***1.b.ii Cumulative Environmental Issues:*** Of the 20 Census tracts within the target area, 16 of them rank higher than the 90<sup>th</sup> percentile in CalEnviroScreen 2.0, a screening methodology developed by the California Environmental Protection Agency (CalEPA) that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. All Census tracts within the target area experience maximum pollution burden (95<sup>th</sup> percentile or higher), which accounts for the effects of ozone, particulate matter (PM), diesel, pesticides, toxic releases, traffic, drinking water, cleanups, groundwater, hazardous waste, impaired water bodies, and solid waste.<sup>8</sup> As compared to the rest of the City of Los Angeles, the

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<sup>5</sup> City of Los Angeles, Heath Atlas for the City of Los Angeles. June 2013.

<sup>6</sup> Ibid.

<sup>7</sup> Ibid.

<sup>8</sup> California Environmental Protection Agency, CalEnviroScreen Version 2.0. Website, accessed December 14, 2016. Available: <http://oehha.ca.gov/calenviroscreen/report/calenviroscreen-version-20>



target area has the highest percentage of its population within 500 feet of manufacturing lands, which places this zip code in the top 10% rank of zip codes in the state with the worst pollution burden scores.<sup>9</sup> United States Route 101, Interstate 5, California State Route 110, and Interstate 10 all intersect within the target area, carrying with them almost 1 million vehicles each day.<sup>10</sup> Railroad lines along the Los Angeles River that bisect the target area carry over 100 diesel-powered passenger and freight trains a day. The C. Erwin Piper Technical Center, just east of LAUS on the west bank of the Los Angeles River, houses the Los Angeles Police Department (LAPD) air support division. This division operates the nation's largest rooftop heliport on top of the technical center, where 19 helicopters are dispatched to respond to police incidents.<sup>11</sup> This high concentration of transportation uses generates disproportionately high air quality and noise impacts on disadvantaged communities within the target area. Sensitive uses within the target area that are subject to these cumulative environmental issues are discussed in Sec. 1.b.iii.

***1.b.iii Cumulative Public Health Impacts:*** Area residents living in the vicinity of numerous brownfield properties generally are less healthy than nearby residents that live in areas with fewer or no brownfields. The poor health of these residents are potentially linked to exposure to the contaminants present in area brownfields. Exposure in the target area is most likely to occur through inhalation of vapors from volatile organic compounds, petroleum, or chemicals from dry cleaning via vapor intrusion into area structures and residences. These individuals may also see an increased incidence of asthma and an increased cancer mortality rate, which may be caused by exposure to PCBs, PCE, and TCE. The presence of sensitive populations likely exacerbates the impact of these exposures. Hospitalization from violent assault (including murder) is generally higher in areas with blight and numerous vacant or undeveloped properties and lack of access to opportunity. In the target area, homicide is the second leading cause of premature death after coronary heart disease.<sup>12</sup> In addition to explicit health and safety impacts, vacant brownfields cause land use patterns that lack basic resources such as grocery stores, parks and community/recreation centers. Without local recreation opportunities or safe walking conditions, obesity and diabetes can become problems for residents near brownfields. In the target area, 25% of adults meet physical activity guidelines for aerobic and muscle-strengthening activity each week while only 16% of children participated in physical activity each week. Additionally, 19% of adults are obese, 34% are overweight, and 9% have been diagnosed with diabetes.<sup>13</sup> Sensitive uses within the target area subject to cumulative public health impacts include multi-family residential land uses located west and north of the existing railroad lines. A four- to five-story apartment building complex is adjacent to and north of Union Station. This apartment complex is on the west side of the Cesar E. Chavez Avenue undercrossing and subject to pollution from railroad operations and other brownfield contaminants in the target area. The William Mead Homes multi-family housing project, which is owned and operated by the Housing Authority of the City of Los Angeles for the benefit of low income residents, is located north of the railroad lines, approximately one-third mile north of LAUS. These homes have been subject to

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<sup>9</sup> City of Los Angeles, Heath Atlas for the City of Los Angeles. June 2013.

<sup>10</sup> Caltrans, Traffic Data Branch, 2014 All Traffic Volumes on California State Highway System. Website, accessed December 16, 2016. Available: <http://www.dot.ca.gov/trafficops/census/>

<sup>11</sup> Los Angeles Police Department, Air Support Division. Website, accessed December 13, 2016. Available: [http://www.lapdonline.org/air\\_support\\_division](http://www.lapdonline.org/air_support_division), [http://www.lapdonline.org/air\\_support\\_division/content\\_basic\\_view/1179](http://www.lapdonline.org/air_support_division/content_basic_view/1179)

<sup>12</sup> City of Los Angeles, Heath Atlas for the City of Los Angeles. June 2013.

<sup>13</sup> Ibid.

environmental contamination and remediation efforts due to brownfields in the target area, as discussed in Sec. 1.a.iii.<sup>14</sup>

### **1.c. Financial Need**

**1.c.i. Economic Conditions:** Regional and local funding is not available to conduct the assessments that will be supported by this grant. In 2011, the State of California eliminated Redevelopment Agencies, which had utilized tax increment financing for the acquisition, assessment, remediation, and reuse of blighted properties-including many brownfields. The elimination of Redevelopment Agencies resulted in a lack of dedicated resource allocation (staff and funding), reducing the capacity for local jurisdictions to focus staff on assessing and remediating brownfields. The loss of Redevelopment Agencies compounded longstanding financial challenges in local jurisdictions, which face rising costs for government services coupled with stagnant sales taxes and local property taxes capped by state law. These fiscal challenges restrict the ability of local jurisdictions to fund brownfield assessments. The formation of the Coalition and its collaborative proposal reflect the need to work together to overcome an economic and fiscal obstacle that no member can tackle individually.

**1.c.ii. Economic Effects of Brownfields:** The presence of brownfield properties has a serious negative impact on communities: they hinder new development and deter businesses from moving to the area. The perception of unknown contamination and high expense, as well as the difficulty in selling structures in areas that are clearly decaying, makes it difficult to promote infill and reuse of industrial areas. These problems decrease property values (and thus lower the tax base) and reduce opportunities for community building and visual surveillance-potentially increasing criminal activity in the area. Retail vacancies are 4.2% in the target area compared with 3.7% citywide, with retail rents at \$2.63/square foot/month compared to \$3.00/square foot/month citywide.<sup>15</sup> Office rents are also lower in the target area, at \$2.69/square foot/month compared to \$3.08/square foot/month citywide.<sup>16</sup> Combined with other risk factors, the preponderance of vacant lots and blight created by known and suspected brownfields has reduced access to opportunity for local residents by limiting the number of potential jobs and local services within the target area contributing to the disproportionately high unemployment and poverty rates illustrated in Table 1.

## **2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS**

### **2.a. Project Description, Timing and Implementation**

**2.a.i. Project Description and Alignment with Revitalization Plans:** There are many local, regional, state and federal policies that support the goal of this project, which is to advance land reuse and promote growth and development within the LAUS area. This will be accomplished by the following grant-funded activities: engagement with community partners and local jurisdictions, identification of brownfield sites for assessment within one mile of LAUS, production of 24 Phase I and eight Phase II environmental site assessments (ESAs), and creation of eight site cleanup plans and schematic site concepts in order to prepare the remediated parcels for development. Current planning efforts that will be aligned with the activities funded by this grant include:

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<sup>14</sup> Los Angeles Times, Optimistic Mead Residents to Celebrate, November 8, 1992. Website, accessed December 20, 2016. Available: [http://articles.latimes.com/1992-11-08/news/ci-538\\_1\\_william-mead-residents](http://articles.latimes.com/1992-11-08/news/ci-538_1_william-mead-residents)

<sup>15</sup> Jones Lang LaSalle Americas, Inc., Market Research - 90012, December 2016.

<sup>16</sup> Ibid.

**Metro** recently approved the creation of an Exploratory Taskforce (Taskforce) identifying the City of Los Angeles, Metro, the Authority and the County of Los Angeles as members. The Taskforce will formally coordinate across planning and infrastructure investments in and around LAUS and the Civic Center. Goals of the Taskforce are to identify potential revenue generation opportunities and partnerships necessary to pursue such opportunities, engage stakeholders including the public, business leaders, other agencies and neighboring communities, ensure equitable distribution of benefits, and seek funding opportunities, including applying for grants, that support the coordinated planning efforts of the Taskforce members.<sup>17</sup>

**The City of Los Angeles** is currently in the process of updating the Central City and Central City North Community Plans, part of the city's Land Use Element, that will build upon downtown's transit rich nature and implement new zoning regulations, as well as relook at heavily industrial areas. The City is also underway with a Civic Center Master Plan, to be completed in 2018, that is studying of five City-owned properties with a focus on redevelopment and public/private partnership opportunities. This grant funding will help accomplish Implementation Program #38 of the City of Los Angeles Health Element, which calls for securing funding to expedite the identification, acquisition, and remediation of contaminated lands suitable for community revitalization purposes.

**Metro and the City of Los Angeles** are updating the Alameda District Specific Plan, which governs land use at LAUS; starting summer 2017. Metro is pursuing a study to coordinate multi-jurisdictional planning and infrastructure investments to create actionable strategies that support equity, sustainability, infill development, and connectivity to jobs and housing in a rapidly transforming, transit rich area around LAUS and the Civic Center. Components of the study include: tax increment financing feasibility; district-wide sustainable infrastructure planning; adding transfer of floor area ratio (TFAR) to the Alameda District Specific Plan; and community engagement to develop a collective vision.

**Other regional plans.** SCAG is funding a feasibility study called Park 101, which plans to create a "cap" park over United States Route 101 through the target area in an effort to promote compact, more sustainable community in the target area. Other significant recent improvements and public investments in the target area include the construction of Grand Park, rehabilitation of the County Hall of Justice, construction of the new Federal Courthouse, and planning for a new 2-acre City park at First Street and Broadway.

**State policies** support investment around LAUS. The target area is within a Transit Priority Area (TPA), as defined by SB 743 from the California state legislature. Sites within TPAs are eligible for state funding for redevelopment infill projects and subject to a streamlined environmental process.

By facilitating site assessment within the target area around LAUS, the grant will help prepare land for repurposing, which would fulfill the objectives of local, regional, state, and federal policies and move the target area past planning into an implementation stage. As transportation agencies, the Coalition members have a vested interest in revitalizing land around LAUS to support system ridership.

### **2.a.ii. Timing and Implementation:**

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<sup>17</sup> Los Angeles County Metropolitan Transportation Authority, Creating Opportunities for Equitable Transit Oriented Communities around Union Station and the Civic Center, Board Report and Motion Item 48: 2016-0863. October 27, 2016.

**2.a.ii.a.** The project is anticipated to commence in spring 2017 and close in spring 2020. The Authority will administer the grant and be responsible for implementing and completing the grant-funded activities, in partnership with the other Coalition members. Within one month of the MOA, the Authority will procure a contractor through a request for proposals. The Authority’s Contracts Department will prepare the solicitation, notification, and organize the proposal review, interviewing, negotiations, and contract management. The contract will be approved by the Chief Executive Officer. The Authority has capacity to perform these functions, as evidenced by contract management and grant management performance with billions of dollars in federal grants and program delivery responsibilities associated with the high-speed rail project (more details in Section 5).

**2.a.ii.b.** Within one month of NTP to the contractor, Coalition members will agree on a process to establish site selection criteria for selecting sites. Detailed criteria will expand upon several general principles, prioritizing parcels that are: identified as opportunity sites with significant redevelopment potential in locally adopted plans and those that meet EPA Brownfield site eligibility guidelines. Within the second quarter after the NTP, the Coalition will work with the Taskforce to ensure site selection aligns with the goals from local land use plans around LAUS and community objectives. The Coalition partnership governance structure will be formalized through the development of the MOA and document how selection criteria will be developed in cooperation with Coalition members, local jurisdictions and community partners. The Coalition will review preliminary priority sites with the Taskforce from which a final set will be identified utilizing the process established by the Coalition. A prioritized list of 24 sites will be selected from the 46 sites identified in the April 2016 report to advance to Phase 1 Site Analysis. Site assessments will occur over a year and half after the sites have been selected in early 2018. Schematic designs and cleanup plans will be developed throughout 2019 and the first quarter of 2020.

**2.a.ii.c.** Coalition members will pursue securing site access agreements with local jurisdictions and property owners. If access cannot be obtained for a blighted vacant priority site, Coalition members may consider working with the Taskforce and City of Los Angeles staff to utilize state laws such as AB 440 (known as the Gatto Act) to gain access, or another site on the priority list may be assessed instead. The proposed schedule is included in Table 2.

**Table 2 – Proposed Schedule**

	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020
Notice of Award	X											
MOA Adoption	X											
Issue RFP & Consultant Selection		X										
Contract Award		X										
Site Selection		X	X	X								
Public Engagement			X			X	X		X		X	
Site Assessments				X	X	X	X	X	X	X		
Schematic Designs & Cleanup Plans								X	X	X	X	X

**2.b. Task Descriptions and Budget Table**

***Task 1 – Partner Engagement and Site Identification*** **\$20,750**

The Authority will be responsible for ensuring timeliness and accuracy of deliverables. The contractor will be responsible for preparing materials for community and stakeholder engagement, reporting to Coalition and Task Force members, and the preparation of Site Assessments, Schematic Designs and Cleanup Plans. The list of potential sites will be vetted using EPA guidelines and in consultation with the community organization partners, resulting in a final list of sites and site access as discussed in Section 2.a.ii.

*Outputs: MOA, Priority Sites Inventory, Site Assessment List*

Staff time, Lead Planner: 55.6 hours/month @ \$45/hour for 3 months = \$7,500; Senior Environmental Engineer: 38.5 hours/month @ \$65/hour for 3 months = \$7,500; Contractual: \$5,000 for preparation and coordination of materials; Travel and supplies = \$750.

***Task 2 – Community Engagement*** **\$61,500**

The Coalition will utilize Metro’s process and engagement approach for the area, which includes interviews with key stakeholders, focus groups and larger public charrettes with interactive strategies, to facilitate discussion about the site prioritization, assessment, and cleanup planning activities. Community engagement efforts will include community communication materials, regular community briefings, project web site, and messaging developed by local jurisdictions and community based organization partners. Engagement will occur during site selection, after ESAs have been conducted, and during site cleanup and reuse planning. This effort will be coordinated by the Authority's communication team in collaboration with community organization partners resulting in a community engagement plan, three community meetings and five focus group meetings.

*Outputs: Community Engagement Plan, 3 Community Open Houses, 5 Focus Group Meetings, Summary Report of engagement activity*

Staff time, Lead Planner: 12.35 hours/month @ \$45/hour for 9 months = \$5,000; Senior Environmental Engineer: 8.55 hours/month @ \$65/hour for 9 months = \$5,000; Contractual: \$50,000 for organization of materials preparation and coordination of materials; Travel and supplies = \$1,500.

***Task 3 – Phase I and Phase II Assessments*** **\$409,000**

The partnership will conduct a thorough consultant selection process to identify the most appropriate firm for this project. This portion of the project includes consultants performing Phase I and II Environmental Assessments as well as Quality Assurance Project Plans, Health and Safety Plans, Sampling and Analysis Plans, and other related reports as warranted. Assessment sites are expected to be evenly divided between those with suspected petroleum contamination and those with suspected hazardous substances contamination. Information from Tasks 1 and 2 and the Phase 1 ESAs will be used to prioritize sites selected for Phase II ESAs, schematic site plans and cleanup plans.

*Outputs: 24 Phase I site Assessments; 8 Phase II site Assessments*

Staff time, Lead Planner: 15.87 hours/month @ \$45/hour for 21 months = \$15,000; Senior Environmental Engineer: 10.997.41 hours/month @ \$65/hour for 21 months = \$15,000; Contractual: 24 Phase 1 @ \$8,950 = \$214,800; 8 Phase II @ \$20,000 = \$160,000; Travel and supplies = \$4,000.

***Task 4 –Cleanup Planning*** **\$78,000**

Los Angeles Union Station Coalition Brownfields Assessment Grant Application

As land reuse is one of the primary goals of the project, Authority staff and the project partnership will produce schematic designs and cleanup plans for eight sites that are deemed locations with high redevelopment potential and aligned with adopted local plans. DTSC will be consulted regarding feasibility.

*Outputs: 8 Schematic Designs; 8 Cleanup Plans*

Staff time, Lead Planner: 7.41 hours/month @ \$45/hour for 15 months = \$5,000; Senior Environmental Engineer: 5.13 hours/month @ \$65/hour for 15 months = \$5,000; Contractual: 8 sites @ \$8,000 = \$64,000; Travel and supplies = \$4,000.

**Task 5 – Project Management and Reporting \$30,750**

This task includes staff time for general oversight of the project and general reporting requirements for the grant award. Authority project staff will hold weekly project meetings to monitor progress, identify and develop strategies to resolve issues that arise, and generate quarterly reports.

*Outputs: Quarterly Reports*

Staff time, Lead Planner: 4.63 hours/month @ \$45/hour for 36 months = \$7,500; Senior Environmental Engineer 3.21 hours/month @ \$65/hour for 36 months = \$7,500; Contractual: \$5,000 for preparation of regular reporting; Other = \$10,000 for financial and performance reporting; Travel and supplies = \$750.

**2.b.ii. Budget Table:**

<b>Hazardous Substances Budget</b>						
<b>Category</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Total</b>
<b>Personnel</b>	\$ 7,500	\$ 5,000	\$ 15,000	\$ 5,000	\$ 7,500	\$ 40,000
<b>Travel</b>	\$ 250	\$ 250	\$ 1,500	\$ 1,500	\$ 250	\$ 3,750
<b>Supplies</b>	\$ 125	\$ 500	\$ 500	\$ 500	\$ 125	\$ 1,750
<b>Contractual</b>	\$ 2,500	\$ 25,000	\$ 187,500	\$ 32,000	\$ 2,500	\$ 249,500
<b>Other</b>	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
<b>Total</b>	\$ 10,375	\$ 30,750	\$ 204,500	\$ 39,000	\$ 15,375	\$ 300,000
<b>Petroleum Budget</b>						
<b>Category</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Total</b>
<b>Personnel</b>	\$ 7,500	\$ 5,000	\$ 15,000	\$ 5,000	\$ 7,500	\$ 40,000
<b>Travel</b>	\$ 250	\$ 250	\$ 1,500	\$ 1,500	\$ 250	\$ 3,750
<b>Supplies</b>	\$ 125	\$ 500	\$ 500	\$ 500	\$ 125	\$ 1,750
<b>Contractual</b>	\$ 2,500	\$ 25,000	\$ 187,500	\$ 32,000	\$ 2,500	\$ 249,500
<b>Other</b>	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
<b>Total</b>	\$ 10,375	\$ 30,750	\$ 204,500	\$ 39,000	\$ 15,375	\$ 300,000

**2.c Ability to Leverage:** Metro has secured almost \$2 billion of local, state and federal funding for projects within the target area that will mitigate and repurpose brownfields, create more transit service, and improve facilities on and around LAUS that can be leveraged to successfully revitalize the sites assessed with this grant. These projects include LAUS forecourt and esplanade improvements, ConnectUS street improvements, the Link US run through track and expanded concourse project (formerly known as Southern California Regional Interconnector Project, or SCRIP), and the Regional Connector project, which is linking the regional light rail network together with a new subway through downtown Los Angeles to connect with Little Tokyo and LAUS. Other local projects taking advantage of public and private funding to repurpose brownfield sites are Los Angeles State Historic “Cornfield” Park, Albion Riverside Park, and mixed use development Blossom Plaza. The Authority is currently conducting environmental analysis within the target area, as explained in Sec. 1.a.iii. This work can be

leveraged with the grant funding to identify additional investigation needs about known and suspected brownfields to further reduce redevelopment risk. As discussed in Sec. 2.a.i., Metro is seeking \$1 million in funding from SCAG, with \$840,000 in local matching funds, to do district-scale planning in the target area. The Coalition plans to align the brownfield site selection, assessment, and reuse planning activities with the engagement process and district-scale focus of the SCAG funded activities. Sites within the target area are likely to align with the following state funding programs: Affordable Housing and Sustainable Communities, Transit and Intercity Rail Capital Program, Energy Efficiency for Public Buildings, Residential Weatherization and Solar, California DTSC Revolving Loan Fund, California Water Resources Board's Storm Water Grant Program, and annual Low-Income Housing Tax Credits for affordable housing and community facilities. Los Angeles County has recently approved property tax funds that can be leveraged in the target area to improve and maintain parks and outdoor areas. The City of Los Angeles may choose to utilize the Gatto Act to recover cleanup costs where assessments reveal contamination for which there is a viable responsible party.

### **3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS**

#### **3.a. Engaging the Community**

**3.a.i. Community Involvement Plan:** Coalition members will leverage existing relationships and build upon Metro's activities to work with local community groups to develop a shared vision and priorities for the target area. The Coalition's relationships with community stakeholders are continuously building and have recently been enhanced through local and regional initiatives including Metro's Regional Connector, LAUS Master Plan, ConnectUS, and Link US projects, the city's Central City and Central City North community plan updates, and high-speed rail planning for Burbank to Los Angeles and Los Angeles to Anaheim project sections. The community engagement plan will include the following:

- Process for stakeholders and members of the public to inform site prioritization, receive updates about site assessments, and inform reuse planning
- Convene three public meetings to: share information including project overview, composition and goals of the Coalition, desired project outcomes, and timeline; receive input and feedback from community groups, property owners, local businesses and residents about site selection and land reuse planning; and share outcomes and discuss next steps
- Hold five focus group meetings with interested members of the community to receive detailed input into project goals, site selection, and reuse planning
- Develop printed and online material on the overall project, opportunities for engagement, ESAs, and reuse planning; disseminate brochures in heavily traveled places within the target area where they will be highly visible and accessible.

**3.a.ii. Communicating Progress:** The Coalition will utilize methods that have proven successful in past regional and local planning initiatives and leverage existing relationship and meeting formats from current Metro and high-speed rail engagement activities. We anticipate that these will include: reporting regularly to the Transit-Land Use Committee of the Authority's Board of Directors, which is a publically held and noticed meeting; reporting regularly to Metro's LAUS/Civic Center Taskforce; establishing a project website where stakeholders and members of the public can get information about the project and receive updates on progress (with translation where appropriate); provide regular correspondence to the community through the project website, mailing flyers to residences and businesses, sending electronic newsletters, and sharing project updates through social media; and leveraging Metro's planned activities to reach

disadvantaged and non-English speaking communities through community partners, door to door outreach, organizing meetings at various times and within the communities to maximize ability for attendance, providing on-site translation as needed and materials in multiple languages.

### **3.b. Partnerships with Government Agencies**

**3.b.i. Local/State/Tribal Environmental Authority:** The **California Department of Toxic Substances Control (DTSC)** oversees the investigation and remediation of Brownfield sites in the state. The LAUS target area is located in DTSC's Southern California Region. DTSC will be available to consult on the grant and provide input on site selection and other key decisions, as well as provide guidance on opportunities to obtain future cleanup funding through sources such as its voluntary cleanup program and revolving loan fund.

**3.b.ii. Other Governmental Partnerships:** Through the Taskforce, the Authority has an existing working relationship with Metro, the City of Los Angeles, and the County of Los Angeles. This group will be utilized to ensure that all relevant local jurisdictions are engaged in the project, since the Coalition members do not have land use authority in the target area. The LOSSAN Agency and the Authority are partners in state rail planning, which includes connectivity investments in and around our stations. The Authority also has a strong existing working relationship with SCAG, who is responsible for implementing the Regional Transportation Plan and the Sustainable Communities Strategy for the Southern California region. In addition, the Authority maintains strong longstanding relationships with other regional planning and regulatory organizations including the Los Angeles Regional Water Quality Control Board, South Coast Air Quality Management District, and the Los Angeles County Department of Public Health. The California Strategic Growth Council (SGC) is a cabinet level committee tasked with coordinating state activities to improve air and water quality, increase the availability of affordable housing, promote public health, improve transportation, encourage greater infill and compact development, and revitalize community and urban centers. The Authority and SGC are close partners, working together throughout California focused on HS station area development as a practical implementation of the Governors climate change initiatives. As one of the twelve state agencies administering the California Climate Investment Program, we have important relationships with the other administering state agencies like the SGC, Caltrans/CalSTA, Air Resources Board, Community Services and Development, and Energy Commission. As discussed in Sec. 2.a.i., the MOU the Authority signed in 2010 with the USHUD, USDOT, and USEPA includes the federal Livability Principles, which will guide the work of the project. These agencies will be key partners in assessing the sites and preparing them for eligible cleanup and reuse funding from federal programs.

The activities funded by this grant will position the impacted sites selected by Coalition members to acquire and leverage additional funds for sustainability, affordable housing, economic development and equity from sources such as the state of California's Affordable Housing and Sustainable Communities program, Metro's MATCH Affordable Housing Loan Fund, and the DTSC revolving loan fund, as well as to forge public private partnerships and to take advantage of the influx of private capital seeking development sites in downtown Los Angeles.

### **3.c. Partnerships with Community Organizations**

**3.c.i. Community Organization Description & Role:** Community organization partners for this project include organizations that represent land use, economic development, and environmental quality interests in the target area. The Authority and Coalition members have long standing relationships with many of these organizations and have successfully worked with them on many



issues including economic development, housing, and land use. In addition to the organizations named, we will build on relationships and capacity developed through the Authority's and Metro's existing community engagement activities with local neighborhood groups, such as the Chinatown Business Improvement District, Little Tokyo Community Council, and Southeast Asian Community Alliance. Metro, as part of their SCAG grant, is planning to target historic cultural neighborhoods such as Little Tokyo and Chinatown; emerging neighborhoods such as the Arts District; El Pueblo; neighborhood councils and business improvement districts; business and development groups such as the Central City Association; elected officials at the local, State and federal level; and other advocacy groups such as Friends of Park 101, historic preservationists; bike and pedestrian activists focused on mobility; and rail enthusiasts. The Coalition's goal is to design the work so that community organizations can maximize the effectiveness of their participation. Within 3 months of establishment of the MOA, the Authority will meet with the community partners to provide a project overview, develop the community engagement plan, and solicit input about issues relevant to their areas of expertise.

**Trust for Public Land** is a national non-profit organization with a strong presence in Los Angeles that protects land for people and creates healthy, livable communities; it will focus on community engagement, development strategies, and funding opportunities. **Council for Watershed Health** is a local non-profit organization that works to advance the health and sustainability of watersheds, rivers, streams and habitats in Los Angeles; it will focus on remediation strategies, improving groundwater quality, and improving water quality in the Los Angeles River. **Urban Land Institute** is a national non-profit organization with a strong presence in Los Angeles that provides leadership in the responsible use of land and in creating and sustaining thriving communities; it will focus on convening real estate experts, conducting research and education, and providing advisory services. **American Planning Association** is a national non-profit organization with a strong presence in Los Angeles that provides leadership in the development of vital communities by advocating excellence in planning; it will focus on land use, development and reuse planning. **MoveLA** is a local non-profit organization with a broad coalition of partners that advocate for the development of a robust public transportation system in Los Angeles; it will focus on community engagement and transit-oriented development. **Los Angeles Business Council** is a local non-profit organization that unites the business and government communities together for education and advocacy to promote environmental and economic sustainability; it will focus on site prioritization and reuse planning. **Los Angeles Area Chamber of Commerce** is a local non-profit organization that champions economic prosperity and quality of life for the Los Angeles region; it will focus on economic development and reuse planning.

***3.c.ii. Letters of Commitment:*** Attached to this proposal.

**3.d. Partnerships with Workforce Development Programs:** The Coalition will identify a process for integrating workforce development programs into the assessment, cleanup and redevelopment of sites for which ESAs are conducted. This will involve consulting with and identifying partners such as recent EPA Environmental Workforce Development and Job Training Grantees, like the LA Conservation Corps. Additionally the Coalition will explore potential opportunities for expanding workforce development programs the Authority is already funding, like the Cypress Mandela Training Center in the Central Valley, which also partners with several other Fresno area based organizations and is a nationally recognized training model that has received acclaim for excellence in workforce training. For the redevelopment process

within the target area, local first source hiring policies would be used to leverage existing workforce development programs near LAUS.

#### **4. PROJECT BENEFITS**

**4.a. Welfare, Environmental, and Public Health Benefits:** The identification and evaluation of contaminated properties will allow for the remediation of petroleum hydrocarbons, heavy metals, and chlorinated solvents within the target area and the mitigation of exposure to residual contaminants that cause health risks on those properties. These actions will improve environmental quality of the properties and protect area residents and business occupants from exposure to contamination, with the benefit of potentially reducing cancer rates, increasing life expectancy, and improving quality of life. Once exposure to contaminants has been mitigated, the overall health of individuals in the target area (particularly children, young mothers, and the elderly) will improve. Assessments of properties that show perceived contamination is not present will remove the risk from perceived contamination and liability that would otherwise hinder property redevelopment.

**4.b. Economic and Community Benefits:** The redevelopment of brownfields properties will provide increased tax revenue for the under-used properties to the municipality and create additional jobs and potentially additional residential living spaces. This will improve retail vacancies, retail rents, and office rents in the target area. As vacant and blighted properties are redeveloped, it will help to increase overall area property values, and further increase tax revenue within the target area. By placing these properties back into productive use, it will fill vacancies between viable businesses, reducing blight and helping to create a sense of community and increasing security. Improved physical conditions and reduced crime within the target area will also encourage more walking and bicycling by community members, helping to address health issues like obesity and diabetes affecting residents in the target area.

#### **5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE**

**5.a. Audit Findings:** The Authority undergoes annual external audits per federal requirements, ad hoc audits from state oversight entities, as well as conducts ongoing internal audits to objectively discover operational and programmatic strengths and/or deficiencies. State of California Federal Compliance Audits were performed of the Authority in FY13, 14, and 15. No findings were identified in FY13 or 15, with two findings identified in FY14: 1) The Authority complied with the Davis-Bacon Act, however the Authority lacked finalized procedures. The Authority finalized labor compliance procedures in June 2015; and 2) The Authority uses a manual process to track federal financial data for the basis of preparing federal expenditure reports. The Authority implemented procedures for comparing amounts reported to accounting records prior to submission.

**5.b. Programmatic Capability:** The Authority, as a department of the State of California must adhere to all relevant state and federal regulations governing cooperative agreements with the federal government. The Authority has the infrastructure in place to successfully fulfill all administrative functions requisite to this Brownfields Assessment and Cleanup Grant. The Authority has a **Financial Office** that includes five distinct branches: **Budgets:** Prepares financial reports and budget forecasts for the Department of Finance and the FRA. **Accounting:** Maintains records of all financial transactions, monitors account balances, manages cash flow, prepares and posts financial statements, and reports on the Authority's financial results. **Contracts and Procurement:** Prepares all binding agreements and works closely with the Authority's Legal Office to ensure compliance with state and federal procurement guidelines and

flow down requirements. **Financial Management Systems:** Responsible for the technical systems and tools that support the business of the Finance Office. **Contract Administration:** Administers contracts including invoicing.

To maintain appropriate separation of duties and accountability, the Authority has two separate and distinct programmatic and financial oversight branches independent of the Financial Office: **Audit Office:** Reports directly to the Board of Directors. The Audit Office prepares an annual audit plan, provides independent evaluation of the Authority's programmatic and financial compliance, recommendations concerning operational and programmatic deficiencies/strengths, and potential internal and external risks to the organization. **Grant Management Office:** Reports to the Government Relations Office and is responsible for compliance oversight for all grant funding that the Authority receives.

The Authority currently retains international experts in hazardous materials and site remediation with over 50 years of combined experience in the field. These experts have strong proficiency performing Phase I and II ESAs and will be responsible for managing and overseeing the technical work performed by contractors as part of this grant agreement. The Authority is experienced in every step of the project delivery process including planning, design, environmental clearance, due diligence, property acquisition and construction activities. Our experts know the industry and can strategically manage the contracted work to complete the Phase I and II ESAs as well as stakeholder engagement.

**5.c. Measuring Environmental Results: Anticipated Outputs/Outcomes:** As the tasks in Section 2.b.i are executed, the Coalition will use databases and progress reports presented at regular Coalition meetings to document project delivery. The Coalition will work with the Taskforce to monitor progress, report out to the public and EPA, and mitigate risks that may arise during the project period. At the close of the project period, the Coalition will report to EPA the outputs and outcomes accomplished with the grant funds and what additional outcomes are expected to be achieved after the project period. The Coalition is made up of regional and state agencies that are committed to pursuing additional positive outcomes in the target area through the Taskforce after the project period outputs have been accomplished.

#### **5.d. Past Performance and Accomplishments**

##### **5.d.ii. Has Not Received and EPA Brownfields Grant but has Received Other Federal or Non-Federal Assistance Agreements**

**5.d.ii.1. Purpose and Accomplishments:** Due to the large scope of the high-speed rail project and the corridor program approach of FRA's High-Speed Intercity Passenger Rail Program, the Authority does not have existing grants that are comparable in size to the EPA brownfields assessment grant. However, the Authority has a successful history of grant management and project delivery with federal funds, and the infrastructure to manage the EPA grant. Our federal grants includes the environmental clearance and preliminary engineering activities, and construction of elements of the system. The high-speed rail program is a compilation of many individual projects, similar to the project proposed in this application. The Authority has been awarded three federal grants from the U.S. Department of Transportation, Federal Railroad Administration (FRA):

1. Omnibus Appropriations Act, 2010 (PTC System Project- CBOSS Specifications for the Peninsula Corridor): \$16,000,000 (completed/closed)
2. American Reinvestment and Reinvestment Act of 2009 (ARRA): \$2,552,556,231

3. Omnibus Appropriations Act, 2010 (FY10): \$928,620,000 to continue construction of the high speed rail system in California.

The Authority is currently within the performance period for both open grant awards. Accomplishments to date includes acquisition and environmental clearance activity for approximately 1,000 parcels including Phase I and Phase II ESAs, three major construction contracts for over 119 miles of civil work with construction underway in nine (and expanding) locations such as rail crossing grade separations (29 over/under bridge crossings, four viaducts and two trenches). Additionally, the Authority's construction projects include over 750 craft labor workers and over 327 certified small business operations working on the high-speed rail project (103 disadvantaged and 38 disabled veteran enterprises). Major elements of the ARRA grant's scope of work are property acquisition, environmental clearance for the right-of-way footprint, and station area planning. A pre-approved and pre-identified task within the ARRA scope of work states the Authority is "to work cooperatively to develop this major hub [LAUS] with current owners and rights holders and influence and benefit from future station development activities." The Authority is committed to assisting Coalition members in joint planning and environmental clearance activities to support future high-speed rail operations that concurrently support economic development options in the LAUS area.

5.d.ii.2. Compliance with Grant Requirements: Per the terms and conditions of the cooperative agreements, FRA and the Authority work closely together to meet the project schedule and project's major milestones. FRA conducts an annual in-depth monitoring review. The 2015 review produced no significant findings; the 2016 review is pending, with no significant findings anticipated. As would be expected in a mega-project (building the first high-speed rail system in the U.S.), there have been barriers to overcome. The Authority has implemented a robust risk management framework to identify and manage risks; development of dynamic manuals, policies and procedures and a quality improvement process to resolve issues as they are identified, and engaging FRA personnel to assist in meetings with third parties in support of complicated issues. The Authority maintains an extensive electronic library of communications and respective updates for each program area, as well as program specific and shared online websites. The Grant Management Office is responsible for submitting quarterly budget and financial reporting documents, expenditure plans, performance reports and the various deliverables and is consistent in timely reporting. The grants also requires multiple reports for the programmatic areas and assorted annual and quarterly deliverables.