

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE NORTHERN ARIZONA COUNCIL OF GOVERNMENTS
AND CITY OF FLAGSTAFF
FOR
ARIZONA ROUTE 66 BROWNFIELDS COALITION GRANT**

This Agreement (“Agreement”) is entered into this _____ day of _____, 2019, by and between the Northern Arizona Council of Governments (“NACOG”), an Arizona non-profit corporation, with offices at 119 East Aspen Avenue, Flagstaff, Arizona, and City of Flagstaff, a municipal corporation of the State of Arizona, with offices at 211 West Aspen Avenue, Flagstaff, Arizona (“Coalition Member”). NACOG and the Coalition Member may also be referred to as “Party” or “Parties” in this Agreement.

Northern Arizona Council of Governments is the Lead Coalition Member/Grantee/Fiscal Agent. The members of the Brownfields Coalition (“Coalition”) include at the time of the original signing of this IGA: NACOG, the City of Flagstaff, the City of Winslow, the Town of Camp Verde, Coconino County, and Yavapai County (collectively, the “Brownfields Coalition Members”). This Intergovernmental Agreement (“IGA”) documents the roles and responsibilities of NACOG and Coalition Member with regard to Environmental Protection Agency (“EPA”) Cooperative Agreement No: BF99T91501, a copy of which is attached as **Exhibit A** and incorporated herein by reference (“Cooperative Agreement”). Separate IGAs will document the roles and responsibilities of the other Brownfields Coalition Members. The EPA may also be referred to as the “Funding Agency”.

1. **EPA Grant to NACOG:** On June 11, 2019, the EPA awarded the Cooperative Agreement to NACOG as the Lead Coalition Member/Grantee/Fiscal Agent. The grant period is October 1, 2019, through September 30, 2022. NACOG is responsible to the EPA for management of the Cooperative Agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition comply with the terms and conditions.
2. **Information Sharing.** It is the responsibility of NACOG to provide timely information to the Coalition Member regarding the management of the Cooperative Agreement and any changes that may be made to the Cooperative Agreement over the period of performance.
3. **Contacts:** The contact information for NACOG is as follows:

Northern Arizona Council of Governments
Chris Fetzer (Principal Investigator)
Executive Director
119 East Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-5209
chris.fetzer@nacog.org

Northern Arizona Council of Governments
Cindy Binkley (Administrative Contact)
Administrative Specialist
119 East Aspen Ave
Flagstaff, Arizona 86001
(928) 213-5228
cbinkley@nacog.org

The contact information for the other Brownfields Coalition Members as of the signing of this IGA are as follows:

City of Flagstaff
David McIntire / Stacey Brechler-Knaggs
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2907 / (928) 213-2227
dmcintire@flagstaffaz.gov
sknaggs@flagstaffaz.gov

Coconino County
Eve Wolters
2625 North King Street
Flagstaff, Arizona 86004
(928) 679-8761
ewolters@coconino.az.gov

Town of Camp Verde
Steve Ayers
475 South Main Street, Suite 102
Camp Verde, Arizona 86322
(928) 554-0007
steve.ayers@campverde.az.gov

Yavapai County
Phil Bourdon
1015 Fair Street
Prescott, Arizona 86305
(928) 771-3200
phil.bourdon@yavapai.us

City of Winslow
Paul Ferris
21 Williamson Avenue
Winslow, Arizona 86047
(928) 289-1415
pferris@winslowaz.gov

4. **Grant Funded Activities.** Activities funded through the Cooperative Agreement may include, but are not limited to, inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, outreach materials and implementation, and other eligible activities.
5. **Contracts – in General.** NACOG will retain and manage all consultants and contractors under 2 CFR, PART 200 to undertake various activities funded through the Cooperative Agreement.
 - 5.1 **Procurement.** NACOG will procure consultants and contractors in compliance with 2 CFR, PART 200 requirements. NACOG will issue Requests for Proposals or Requests for Qualifications and will be the entity responsible for receipt of the submitted proposals and selection and award of contracts. NACOG will cooperate with the Coalition Members in making selections of consultants and contractors.
 - 5.2 **Invoicing and Payment.** Consultant and contractor invoices for work conducted through the Cooperative Agreement will be issued to NACOG for approval. Funds will be provided to NACOG from the EPA via wire-transfer and NACOG will pay invoices through established accounts payable mechanisms.
6. **NACOG Administrative Costs.** A portion of the grant funds not to exceed 7.5% will be retained by NACOG from the initial grant amount to cover management and oversight of the contract for the duration of the contract term.

7. **Use of Grant Funds by Coalition Members.** Grant funds (less administrative costs) will be available to any Coalition Member on a “first-come-first-served” basis, limited as follows:

7.1 **Application.** A Coalition Member seeking funds for assessment activities during the course of the grant period will be required to submit an application to the Coalition describing the project, necessary tasks, estimated costs, and other pertinent information.

7.2 **Approval Process.** The Coalition will meet quarterly (or more often, if needed) to review applications and approve or deny funding. The Coalition shall not meet unless there is a quorum present (at least four Coalition Members, including NACOG). An application must be approved or denied by a majority vote of all attending parties, regardless of other factors.

7.3 **Grant Compliance.** NACOG will have authority to determine whether any application does not, or cannot, meet the terms of the grant requirements. In the case of unresolvable disagreement, NACOG has ultimate authority (as fiscal agent/grantee).

7.4 **Funding Sharing.** The intention of the parties is that each Coalition Member will receive grant funding. A single Coalition Member may receive more than twenty-five percent (25%) of the total available grant funds only with a super majority vote of all Brownfields Coalition Members (total of five votes in favor).

7.5 **Brownfields Site Selection Process.** The site selection process must ensure that a minimum of five (5) brownfields sites per Coalition member are assessed over the life of the Cooperative Agreement. Selected sites will be submitted to the EPA for prior approval to ensure eligibility. (Note: NACOG and each of the Brownfields Coalition Members may agree upon a minimum number of sites assessed per member at the start of the Cooperative Agreement to ensure equitable distribution of funds across all members' jurisdictions.)

7.6 **Further Procedures.** NACOG shall develop procedures for implementing the requirements of this Section (7).

8. **Contracts - Requirements.**

8.1 **Scope of Work.** Upon designation of the specific sites, it will be the responsibility of NACOG, or its authorized designee, to work with the Coalition Member in whose geographic area the site is located to finalize the scope of work for the consultant or contractor.

8.2 **Permits, Approvals, Easements, and Access.** It will be the responsibility of the Coalition Member at its own expense to obtain all required permits, easements, and/or access agreements, as may be necessary, to undertake assessments at the selected site. If the Coalition Member does not have the capacity to perform these activities, NACOG may include such work in the contract scope of work.

8.3 **Work Plan (General Conditions of any Contract).** A Work Plan (**Exhibit B**) has been prepared and submitted to the EPA as required by the Application for Grant Award. The work plan contains the specific details relating to community outreach and involvement, Coalition Member compliance, site selection, distribution of funds, schedule, etc. NACOG is responsible for ensuring that activities as negotiated in the Work Plan are implemented in accordance with a schedule agreed upon by the Coalition Member in whose geographic area the site to be assessed is located.

9. **No Disbursements to Coalition Member.** NACOG will disburse funds directly to the consultant or contractor procured for the various projects for satisfactory performance of the work. Coalition Members will not receive disbursements.

10. **Fiscal Responsibility.** The funds disbursed by NACOG under this Agreement shall be used only for the projects as described in the grant application, grant agreement, and in the Work Plan.
11. **Financial Audit: Programmatic Monitoring.** The Coalition Member agrees to the terms specified in A.R.S. § 35-214 and § 35-215. To the extent that Coalition Member expends any of the grant funds directly during the term of this Agreement, the Coalition Member shall be monitored periodically by NACOG, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by NACOG and the Coalition Member.
12. **Debarment Certification.** The Coalition Member agrees to comply with the Federal debarment and suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.”
13. **Funds Management (NACOG).** To the extent that Coalition Member receives directly any funds under this IGA, Coalition Member must maintain such funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Coalition Member must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. Brownfields Coalition Members must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Management, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).
14. **Reporting Requirements (NACOG).** Regular reports by the Coalition Member shall include:
 - 14.1. **Progress Reports.** The Coalition Member shall provide quarterly programmatic reports to NACOG within five (5) working days of the last day of the month in which services are provided. The Coalition Member shall use the form provided by NACOG to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by NACOG. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by NACOG. Quarterly programmatic reports shall be submitted to NACOG until the entire scope of the project is completed. Notwithstanding anything to the contrary in this Section 14, NACOG shall not request, and Coalition Member shall not be required to provide, any of Coalition Member’s confidential

or proprietary information in reports provided to NACOG, including, without limitation, any information regarding research collaborators, research plans, or any data, results or other information resulting from Coalition Member's performance of research or any other activities relating thereto.

15. **Assignment and Delegation.** The Coalition Member may not assign any rights under this Agreement without the express, prior written consent of NACOG.
16. **Amendments.** Any change in this Agreement including but not limited to the Description of Services and budget, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by the duly authorized representatives of the Coalition Member and NACOG. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Coalition Member's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The Coalition Member understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.
17. **Agreement Renewal.** This Agreement shall not bind nor purport to bind NACOG for any contractual commitment in excess of the original Agreement period.
18. **Right to Assurance.** If NACOG in good faith has reason to believe that the Coalition Member does not intend to, or is unable to perform or continue performing under this Agreement, NACOG may demand in writing that the Coalition Member give a written assurance of intent to perform. If the Coalition Member fails to provide written assurance within the number of days specified in the demand, NACOG, at its option, may terminate this Agreement with the Coalition Member without impacting the effect of IGAs with the other Brownfields Coalition Members.
19. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of NACOG is an employee or agent of the other party in any capacity or a consultant to the other party to the Agreement with respect to the subject matter of the Agreement, this Agreement may be canceled for conflict of interest.
20. **Availability of Funds.** Every payment obligation of NACOG under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, NACOG may terminate this Agreement at the end of the period for which funds are available. NACOG will provide thirty (30) days written notice and shall pay the Coalition Member for termination costs as allowable under OMB UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 CFR, PART 200).
21. **Force Majeure.** If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes,

civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

22. **Partial Invalidity.** Any term or provision of this Agreement that may be declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

23. **Mediation and Venue**

23.1. **Mediation.** If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within forty-five (45) days of notification of the dispute, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted in Flagstaff, Arizona, under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, www.cpradr.org, unless other procedures are agreed upon by the parties. The parties shall select one or more trained mediators acceptable to all parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Agreement does not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona or Federal Rules of Civil Procedure.

23.2. **Venue.** For purposes of any form of dispute resolution, venue shall be in Coconino County, State of Arizona, or in the Federal District Court for the District of Arizona, if litigation under diversity jurisdiction is involved.

24. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

25. **Entire Agreement.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document. This Agreement and its Exhibits constitute the entire agreement between the parties and may not be changed or added to except in writing signed by the parties, provided, however, that NACOG shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The Coalition Member agrees to execute any such amendment within ten (10) business days of its receipt.

26. **Non Waiver.** Neither party's failure to insist on strict performance of any term or condition of the Agreement shall be deemed a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

27. **Restrictions on Lobbying.** NACOG and the Coalition Member shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of any governmental entity.
28. **Licensing.** The Coalition Member, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.
29. **Non-Discrimination.** NACOG and the Coalition Member shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09.
30. **Sectarian Requests.** Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction, in violation of the United States or Arizona Constitutions.
31. **Advertising and Promotion of Agreement.** The Coalition Member shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of NACOG.
32. **Ownership of Information, Printed and Published Material.** The Funding Agency and NACOG shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all reports provided to NACOG under this Agreement in accordance with Section 14 above.
33. **Indemnification.** To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents or employees.
34. **Termination.** Either party reserves the right to terminate the Agreement in whole or in part due to the failure of the other party to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. Either party shall provide a written thirty (30) day advance notice of the termination to the other party and the reasons for it.

If the Coalition Member chooses to terminate the Agreement before the grant purposes have been met, then NACOG reserves the right to collect all amounts distributed to the Coalition Member directly that have not been spent, and the Coalition Member is not contractually obligated to pay to any third party as of the date Coalition Member receives notice of said termination.

The Coalition Member shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

35. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

36. **Special Conditions.** NACOG and the Coalition Member agree that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the Environmental Protection Agency, 2019 Brownfields Assessment Grant."**

The Coalition Member agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

37. **Notices.** Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement, shall be in writing and delivered in person or shall be sent to the respective parties at the following addresses:

To NACOG:

Executive Director
Northern Arizona Council of Governments
119 East Aspen Avenue
Flagstaff, AZ 86001

To Coalition Member:

City Manager
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

The Northern Arizona Council of Governments, Lead Coalition Member

_____ Date _____
Chris Fetzer, Executive Director

Approved as to form:

NACOG Attorney

City of Flagstaff, Coalition Member

_____ Date _____
Greg Clifton, City Manager

ATTEST:

Clerk


Approved as to form:

City Attorney

EXHIBIT A

EPA COOPERATIVE AGREEMENT

[See Attached]

| | | | | |
|--|--|---|--|--|
|  | <p align="center">U.S. ENVIRONMENTAL PROTECTION AGENCY</p> <p align="center">Cooperative Agreement</p> | | GRANT NUMBER (FAIN): 99T91501 MODIFICATION NUMBER: 0 PROGRAM CODE: BF | DATE OF AWARD 08/29/2019 |
| | | | TYPE OF ACTION New | MAILING DATE 09/05/2019 |
| | | | PAYMENT METHOD: ASAP | ACH# PEND |
| | | | RECIPIENT TYPE: Not for Profit | |
| RECIPIENT: Northern Arizona Council of Governments 119 E. Aspen Avenue Flagstaff, AZ 86001 EIN: 86-0262631 | | PAYEE: Northern Arizona Council of Governments 119 E. Aspen Avenue Flagstaff, AZ 86001 | | |
| PROJECT MANAGER Chris Fetzer 119 E. Aspen Avenue Flagstaff, AZ 86001 E-Mail: chris.fetzer@nacog.org Phone: 928-213-5209 | | EPA PROJECT OFFICER Jose Garcia 75 Hawthorne Street, LND-2-1 San Francisco, CA 94105 E-Mail: garcia.jose@epa.gov Phone: 213-244-1811 | | EPA GRANT SPECIALIST Kimberli Smith Grants Branch, MSD-6 E-Mail: smith.kimberli@epa.gov Phone: 415-972-3778 |
| PROJECT TITLE AND DESCRIPTION BROWNSFIELD ASSESSMENT COOPERATIVE AGREEMENT This agreement will provide funding for Northern Arizona Council of Governments to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in the Route 66 corridor in Arizona. Coalition members envision the following redevelopment activities: 1) Promotion of historic and cultural tourism opportunities, especially with regard to Route 66, railroads, and unique natural and scenic resources; 2) Economic diversification to broaden employment opportunities in existing and emerging industry sectors, including forest restoration and biomass energy production; and, 3) Rehabilitation and/or construction of low-to-moderate income and workforce housing. This agreement provides full federal funding in the amount of \$597,686. | | | | |
| BUDGET PERIOD 10/01/2019 - 11/30/2022 | PROJECT PERIOD 10/01/2019 - 11/30/2022 | TOTAL BUDGET PERIOD COST \$597,686.00 | TOTAL PROJECT PERIOD COST \$597,686.00 | |
| <h3>NOTICE OF AWARD</h3> | | | | |
| Based on your Application dated 01/31/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$597,686. 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 \$597,686. 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. | | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | | AWARD APPROVAL OFFICE | |
| ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 | | | ORGANIZATION / ADDRESS U.S. EPA, Region 9 Land, Chemicals and Redevelopment Division, LND-1 75 Hawthorne Street San Francisco, CA 94105 | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | | |
| Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer | | | | DATE 08/29/2019 |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------|---------------|
| EPA Amount This Action | \$ | \$ 597,686 | \$ 597,686 |
| EPA In-Kind Amount | \$ | \$ | \$ 0 |
| Unexpended Prior Year Balance | \$ | \$ | \$ 0 |
| Other Federal Funds | \$ | \$ | \$ 0 |
| Recipient Contribution | \$ | \$ | \$ 0 |
| State Contribution | \$ | \$ | \$ 0 |
| Local Contribution | \$ | \$ | \$ 0 |
| Other Contribution | \$ | \$ | \$ 0 |
| Allowable Project Cost | \$ 0 | \$ 597,686 | \$ 597,686 |

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

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|-----------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| - | 1909QE0207 | 19 | E4 | 09Q1AG7 | 000D79 | 4114 | G900NY00 | | 386,124 |
| - | 1909QE0207 | 19 | E4 | 09Q1AG7 | 000D79XBP | 4114 | G900OR00 | | 211,562 |
| | | | | | | | | | 597,686 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|--|
| 1. Personnel | \$21,600 |
| 2. Fringe Benefits | \$6,480 |
| 3. Travel | \$18,000 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$549,500 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$595,580 |
| 10. Indirect Costs: <u>7.50%</u> Base <u>see General T/C</u> | \$2,106 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.) | \$597,686 |
| 12. Total Approved Assistance Amount | \$597,686 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$597,686 |
| 15. Total EPA Amount Awarded To Date | \$597,686 |

Administrative Conditions

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

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

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

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

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

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <https://www.epa.gov/financial/grants>.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

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

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

D. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR Part 33

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

Fair Share Objectives, 40 CFR Part 33, Subpart D

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

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

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA, exceeds the Simplified Acquisition Threshold as defined by the Federal Acquisition Regulation. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Arizona Department of Environmental Quality (ADEQ) as follows:

| | MBE | WBE |
|--------------|-----|-----|
| Construction | 1% | 1% |
| Equipment | 10% | 10% |
| Services | 1% | 1% |
| Supplies | 1% | 1% |

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as ADEQ.

Negotiating Fair Share Objectives/Goals, Section 33.404

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

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Elizabeth Armour at Armour.Elizabeth@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR Section 33.302

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

Bidders List, 40 CFR Section 33.501(b) and (c)

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

E. MBE/WBE Reporting

General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition

MBE/WBE reporting is required annually for the life of the grant. Reporting is required for assistance

agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category, that exceed the Simplified Acquisition Threshold as defined by the Federal Acquisition Regulation, including amendments and/or modifications.

Based on EPA’s review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a “MBE/WBE Utilization under Federal Grants, Cooperative agreements” report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds the Simplified Acquisition Threshold.

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

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

MBE/WBE reports should be sent to GrantsRegion9@epa.gov and assigned EPA Grants Specialist. The current EPA Form 5700-52A is located at <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>.

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

Programmatic Conditions

Refer to Attachment A for applicable Programmatic Terms & Conditions.



BF-99T91501-0_NACG_Attachment A.docx

END OF DOCUMENT

EXHIBIT B

WORK PLAN

[See Attached]

**U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS ASSESSMENT
PROGRAM**

WORK PLAN

Cooperative Agreement #: (TBD)

FOR

ARIZONA ROUTE 66 COALITION

June 20, 2019

Submitted by
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS
119 E. ASPEN AVE.
FLAGSTAFF, AZ 86001
Chris Fetzer
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Arizona Route 66 Coalition Brownfields Assessment Grant Work Plan

A. Recipient Title

Northern Arizona Council of Governments (NACOG)

B. Background

The target area for the Arizona Route 66 Coalition grant encompasses two counties and a contiguous city located in a neighboring county. This area is approximately 26,800 square miles and is home to 366,000 residents based on recent American Community Survey data. Population density within the target area is 13.7 persons per square mile.

Building on prior inventories and assessments completed by Coalition members from 2012 - 2015, and consistent with local planning efforts such as the Flagstaff Sustainability Plan, Coalition members and community-based organizations will continue to proactively address economic development and job creation, historical and cultural preservation, environmental protection and mitigation throughout the target area counties and Route 66 Corridor.

C. Goals and Objectives

a. EPA Strategic Plan

This project supports EPA's Strategic Plan and GPRA Goal 3: Objective 1.3 Revitalize Land and Prevent Contamination - Provide better leadership and management to properly clean up contaminated sites to revitalize and return the land back to communities.

b. Project Goals

Project Goals:

The Coalition will utilize EPA funds to develop the Coalition governance structure, update brownfield inventories, conduct community outreach, identify, prioritize and select sites for Phase 1 and Phase 2 assessments, all to support redevelopment within Coalition member communities. Based on assessments and corresponding planning processes, Coalition members envision the following for potential redevelopment activities: 1) Promotion of historic and cultural tourism opportunities, especially with regard to Route 66, railroads, and unique natural and scenic resources; 2) Economic diversification to broaden employment opportunities in existing and emerging industry sectors, including forest restoration and biomass energy production; and, 3) Rehabilitation and/or construction of low-to-moderate income and workforce housing.

Outputs:

Project outputs will include community meetings and outreach materials, development of a project website, QAPP, HASP, 25 Phase I site assessments, 8 Phase II site assessments, update of existing inventories from previous grant, conduct new inventories, and measurement and reporting of project outcomes.

Outcomes:

Anticipated outcomes for the project that will be measured and reported include:

- Identify and quantify contaminants present to determine remediation needs for priority sites
- Reduce direct exposure to contaminants, run-off and subsurface pollution that may impact surface and groundwater (# of sites identified that present off-site risks)
- Reduce blighted conditions (# of blighted sites cleaned up or redeveloped)
- Increase in property values (\$ values)
- Increase property and sales tax revenues (\$ values)
- # of sites and acreage redeveloped
- Amount of private investment leveraged (\$ value)
- Amount of other funding leveraged (\$ value)
- # of jobs created or retained from redevelopment projects

D. Tasks

Task 1 - Project Oversight (Project Management, Reporting & Other Eligible Activities)

a. Task Description

This task will include activities needed to oversee and manage the project and may include:

- Development of a Request for Proposal/Request for Qualifications (RFP/RFQ), scopes of work, and/or other materials related to selecting a contractor
- Establishing Coalition administrative structure; Coordination with Coalition members
- Attending meetings and conferences related to brownfields at the project.
- Routine project reporting per EPA grant requirements

b. Task Budget

Cost: Brownfields Grant \$48,186

c. Schedule

Task Start Date: October 1, 2019 (on-going) Task Completion Date: September 30, 2022

d. Deliverables

The deliverables may include:

- RFP/ RFQ, scopes of work, or other contractor selection documents
- Report describing Coalition administrative structure, roles and responsibilities
- Performance monitoring and reporting
- Training opportunities for Coalition members
- Quarterly Progress Reports, annual and interim Federal Financial Reports, Annual Minority Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) Reports
- ACRES Reports
- Final Summary Report
- Project & Administrative Closeout

Task 2 - Community Engagement

a. Task Description

NACOG, with the assistance of the contractor, Coalition members and community partners, will engage their respective constituents and members to provide for timely interaction and meaningful community input for project planning and implementation activities. A project website, community meetings, social media posts, and engagement at local community events will all be utilized to provide project information and receive local input. Community input will be reviewed regularly by Coalition members to determine applicability to assessment, planning and revitalization efforts. Quarterly project updates will be posted on the project webpage and will also be provided to all Coalition members and community partners for distribution through their extensive networks of community members, business owners, developers and financial institutions. To provide opportunities for input the Coalition will coordinate meetings with those of other organizations, such as chambers of commerce, neighborhood associations, and municipal planning commissions, in order to maximize community education and participation. Early on in the implementation of the grant the Coalition will review and update the methods for site identification, prioritization and selection process previously utilized, placing a weighted emphasis on sites with the greatest potential for redevelopment.

NACOG will acknowledge EPA as a funding partner in outreach material produced under this grant (brochures, handouts, websites, etc.).

b. Task Budget

Cost: Brownfields Grant \$27,000

c. Schedule – Community Outreach

Task Start Date: December 1, 2019 (on-going) Task Completion Date: September 30, 2022

d. Deliverables

Deliverables may include:

- Community outreach plan, including meeting frequency, total number of meetings, meeting locations (by February 2020)

- Fact sheets and other outreach materials (by March 30, 2020)
- Notes from outreach meetings and Coalition meetings (on-going)
- Project webpage for community outreach (Initial completed by March 30, 2020 with quarterly progress updates)
- Quarterly Coalition meetings

Task 3 – Site Assessment

a. Task Description

The contractor will prepare a master Quality Assurance Project Plan (QAPP) to be used as guidance for all assessment work under the grant. Prior to the selection of sites, which has not yet occurred, the Coalition will review and update the site identification, prioritization and selection process previously utilized, with a weighted emphasis on sites with the greatest potential for redevelopment. A property access agreement will be executed on each site to be assessed.

It is currently estimated that twenty-five Phase I Environmental Site Assessments (ESAs) (6 petroleum products and 19 hazardous substances) will be conducted on priority sites using ASTM E1527-13, which complies with All Appropriate Inquiry requirements found in 40 CFR 312. Phase I assessments estimated at a cost of \$5,000 each.

Approximately eight Phase II ESAs (3 petroleum products and 5 hazardous substances) will be conducted on sites that have been identified through the Phase I ESA process. Work for each of these sites will include the preparation of a Field Sampling Plan, as well as Remedial planning activities for any sites that require clean up. Phase II assessments estimated at a cost of \$40,000 each.

b. Task Budget

Cost: Brownfields Grant \$461,000

c. Schedule

Task Start Date: February 1, 2020 Task Completion Date: March 30, 2022

d. Deliverables

Deliverables will include:

- Description of the site identification, prioritization and selection process
- Draft/Final QAPP
- Phase I ESA reports (estimated 25 total)
- Phase II ESA reports, including Field Sampling Plans and Remedial Plans for sites requiring clean up (estimated 8 total)

Task 4 – Inventory & Database Management

a. Task Description

New inventories will be prepared as needed during the lifecycle of the grant. In addition, existing inventories may be reviewed and updated, as applicable. This work will be performed by the contactor. NACOG, and its contractor, will manage the existing Coalition database via quarterly updates to track all property assessments and their progress during the lifecycle of the grant.

b. Task Budget

Cost: Brownfields Grant \$61,500

c. Schedule

Task Start Date: February 1, 2020 Task Completion Date: September 30, 2022

d. Deliverables:

Deliverables will include:

- Update of existing brownfield inventories
- Conduct new brownfield inventories for new Coalition members
- Updated site assessment database for Coalition

E. Schedule of Milestones & Deliverables

| Fiscal Year | Quarter | Quarterly Report Due | Milestones and Deliverables Due with Quarterly Report | Status |
|-------------|-----------------|------------------------|--|--------|
| 2020 | 1 st | Jan 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Issue of RFP/RFQ • Select contractor • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 2 nd | April 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Develop QAPP • Develop Community Outreach Plan (Feb. 2020) • Develop Project Website & Outreach Materials (Mar. 2020) • Update progress by Task • Update Budget summary | |

| | | | | |
|------|-----------------|------------------------|--|--|
| | | | <ul style="list-style-type: none"> • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 3 rd | July 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Conduct first round of community outreach meetings (at least Flagstaff, Camp Verde, Winslow) as defined in Outreach Plan • Identify initial sites for assessment • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 4 th | Oct. 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet • Update MBE/WBE report • Submit SF-425 (12/31/20) | |
| 2021 | 1 st | Jan 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 2 nd | April 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 3 rd | July 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database | |

| | | | | |
|------|-----------------|------------------------|---|--|
| | | | <ul style="list-style-type: none"> • Update Assessed Sites spreadsheet | |
| | 4 th | Oct. 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Quarterly Coalition meeting • Update Assessed Sites spreadsheet • Update MBE/WBE report • Submit SF-425 (12/31/21) | |
| 2022 | 1 st | Jan. 30 | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 2 nd | April 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 3 rd | July 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet | |
| | 4 th | Oct. 30 th | <ul style="list-style-type: none"> • Quarterly Coalition meeting • Update progress by Task • Update Budget summary • Update ACRES database • Update Assessed Sites spreadsheet • Update MBE/WBE report • Final SF-425 • Final Summary Report • Final Project & Administrative Closeout | |

| | | | | |
|---------|----|----|--|--|
| Ongoing | -- | -- | <ul style="list-style-type: none"> • Coalition Meetings • Community Outreach • Site Assessment & Planning | |
|---------|----|----|--|--|

F. Budget Summary

| Budget Category | Task 1 - Project Oversight | Task 2 - Community Involvement | Task 3 - Site Assessment | Task 4 - Inventory & Database Management | Total |
|-----------------------------|----------------------------|--------------------------------|--------------------------|--|-------------------|
| Personnel+Fringe: Petroleum | \$ 9,360 | | | | \$ 9,360 |
| Personnel+Fringe: Hazardous | \$ 18,720 | | | | \$ 18,720 |
| Travel: Petroleum | \$ 6,000 | | | | \$ 6,000 |
| Travel: Hazardous | \$ 12,000 | | | | \$ 12,000 |
| Contractual: Petroleum | | \$ 9,000 | \$ 158,000 | \$ 28,500 | \$ 195,500 |
| Contractual: Hazardous | | \$ 18,000 | \$ 303,000 | \$ 33,000 | \$ 354,000 |
| Indirect* Costs: Petroleum | \$ 702 | | | | \$ 702 |
| Indirect* Costs: Hazardous | \$ 1,404 | | | | \$ 1,404 |
| Total: Petroleum | \$ 16,062 | \$ 9,000 | \$ 158,000 | \$ 28,500 | \$ 211,562 |
| Total: Hazardous | \$ 32,124 | \$ 18,000 | \$ 303,000 | \$ 33,000 | \$ 386,124 |
| Combined Total | \$ 48,186 | \$ 27,000 | \$ 461,000 | \$ 61,500 | \$ 597,686 |

* - Indirect Costs charged at 7.5% of total personnel and fringe per approved

Indirect Cost Rate Agreement with U.S. Dept of Health & Human Services

G. Greening Grants

During the implementation of this grant NACOG will continue its use of videoconferencing to allow all Coalition members to participate in meetings without the need for vehicular travel since the members are located throughout a large geographic area. All meeting materials for Coalition meetings will be shared via electronic distribution only, eliminating the use of printing hard copy materials for meetings. NACOG also recycles at our office locations based on available recycling programs in communities where our offices are located throughout the region.