U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 84077901 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** 4Y	**DATE OF AWARD** 05/15/2024
TYPE OF ACTION New	**MAILING DATE** 05/20/2024
PAYMENT METHOD: ASAP	**ACH#** 77526

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
CITY OF JOPLIN
602 S Main St
Joplin, MO 64801-2316
EIN: 44-6000196

PAYEE:
City of Joplin
602 S Main St
Joplin, MO 64801-2316

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Lynden Lawson 602 S Main Street Joplin, MO 64801 **Email:** LLawson@joplinmo.org **Phone:** 417-624-0820	Jason Walker 1301 Constitution Avenue NW, 5306T Washington, DC 20460 **Email:** Walker.Jason@epa.gov **Phone:** 602-690-9929	Caitlyn Chandler OGD-GMBOD, 3903R 1200 Pennsylvania Ave NW Washington, DC 20460 **Email:** Chandler.Caitlyn@epa.gov **Phone:** 202-564-0592

PROJECT TITLE AND DESCRIPTION

Joplin Regional Recycling Outreach

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
06/01/2024 - 05/31/2027	06/01/2024 - 05/31/2027	$ 2,355,244.00	$ 2,355,244.00

NOTICE OF AWARD

Based on your Application dated 02/15/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 1,740,000.00. EPA agrees to cost-share 73.88% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 1,740,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
Environmental Protection Agency, Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460	Environmental Protection Agency, RCSD OLEM - Office of Land and Emergency Management 1200 Pennsylvania Ave NW Washington, DC 20460

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Keva R. Lloyd - Acting Chief, Grants Management Branch	**DATE** 05/15/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 1,740,000	$ 1,740,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 615,244	$ 615,244
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 2,355,244	$ 2,355,244

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.921 - Recycling Education and Outreach	Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) Sec. 70402	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
-	2431MRP017	22	E1SD	31M	000D11X82	4183	-	-	$ 1,740,000
									$ 1,740,000

Attachment 1 - Project Description

This agreement provides funding from the Infrastructure Investment and Jobs Act (IIJA). EPA's Consumer Recycling Education and Outreach (REO) Grant Program will fund a range of projects that will increase waste prevention activities, increase the collection of recyclable materials and program participation rates, and decrease contamination of the recycling stream, fund projects that focus on commonly recycled materials such as municipal solid waste (e.g., plastics, aluminum, paper, glass, etc.), including food waste and organics, and/or fund projects and provide tools and technical assistance that will lead to long-term, sustained change, benefits, and support beyond the life of the grant.

The purpose of this award is to enhance the City of Joplin’s efforts to meet the REO grants elements. Joplin will do a three year campaign focused on further expanding recycling awareness and encouraging behavioral changes through educational programs.

Joplin will perform the following five campaign activities:

1. Innovative Training to Divert Waste

2. Innovative Training about Proper Recycling

3. Climate Crisis and How We Can Win Training

4. Composting Training for Individuals and Families

5. Reduction of Recycling Contamination

Each campaign, event and elementary school project will be summarized as well as quantified and will be measured through the disposal rate per capita or employee disposal quantities and the participation rate such as how often a resident or business recycles over a defined time period. The results from this project will stimulate a growth in recycling practices - which will allow for more collection of recyclable materials - prompting a more optimized end-to-end materials management process for production - which will allow an improvement of markets for recycled commodities.

The goal of this program is to provide adequate education, guidance and resources to increase recycling efforts by enabling and changing the societal norms associated with local recycling behavior. The three-year campaign in Joplin will ultimately focus on all materials but will focus on the following individual materials throughout the campaign: aluminum and steel containers, glass, cardboard paper and plastics, food, organics (yard and tree trimmings, wood, etc.), textiles, and batteries and electronics. These efforts will help the citizens of Joplin to ensure increased recycling participation and improve waste diversion through the city.

No subawards are included in this assistance agreement.

Administrative Conditions

A. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later.These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

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

B. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and ***chandler.caitlyn@epa.gov***

- MBE/WBE reports (EPA Form 5700-52A): DBE Coordinator, Dominick Washington; **mbe.wbe@epa.gov**

- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: ***chandler.caitlyn@epa.gov and walker.jason@epa.gov***

- Payment requests (if applicable): ***chandler.caitlyn@epa.gov and walker.jason@epa.gov***

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: ***walker.jason@epa.gov***

C. Prompt Payment

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

D. Payment to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2024, the limit is $735.60 per day and $91.95 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with

their normal travel reimbursement practices). Contracts and subcontracts 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 1500.10.

Programmatic Conditions

National Programmatic Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, grantees must report the following outputs and outcomes as a result of activities funded with the grant in quarterly performance reports required under 2 CFR 200.329:

- Number of outreach campaigns or projects implemented (e.g., public service announcements delivered, informational materials and education and outreach campaigns executed, toolkits for municipal and commercial recycling programs produced, labeling and signs created, etc.).
- Total tons of MSW collected, recycled, composted, or managed via other management pathways as a result of the activities funded with the grant, including the percentage change from the baseline and GHG emissions reduced (in MTCO2e).
- Percentage change in participation rate of the recycling or composting program.
- Reduction of contamination in the recycling stream.
- Number of communities reached through outreach activities, including disadvantaged communities (as defined by this solicitation).
- Number of temporary or permanent jobs created.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit annual performance reports electronically to the EPA Project Officer within 90 days after the annual reporting period ends on May 31, 2025. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

Quarterly performance reports are required, and they are to be submitted electronically to the EPA Project Officer within 30 days after the reporting period (every three). The reporting periods are June 1, 2024 - August 31, 2024; September 1, 2024 - November 31, 2024; December 1, 2024 - February 28, 2025; March 1, 2025 - May 31, 2025; June 1, 2025 -

August 31, 2025; September 1, 2025 - November 31, 2025; December 1, 2025 - February 28, 2026; March 1, 2026 - May 31, 2026; June 1, 2026 - August 31, 2026; September 1, 2026 - November 31, 2026; December 1, 2026 - February 28, 2027; March 1, 2027 - May 31, 2027.

B. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

D. Leveraging

Leveraging: The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated 03/01/2024. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated 03/01/2024, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

Voluntary Cost-Share or Overmatch

This award and the resulting federal funding of $615,244 is based on estimated costs requested in the recipient's application dated 03/01/2024. Included in these costs is a voluntary cost-share contribution of $615,244 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated 03/01/2024. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated 03/01/2024. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

E. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental

information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement **the** Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur

For Reference:

• Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• EPA QA/G-5: *Guidance for Quality Assurance Project Plans*.

• (QAM and/or PO may insert QA references that inform or assist the recipient here).

• EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.

• The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

F. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Joplin received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy

G. Paperwork Reduction Act

Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

H. DURC/iDURC

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the *United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy)* until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURC Policy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (ICDUR) (DURC@epa.gov) of the institution's determination.

I. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer, or other EPA personnel designated by the EPA Project Officer, may include:

1.) monthly telephone calls and other monitoring,

2.) reviewing project phases and providing approval to continue to the next phase,

3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),

4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).

5.) reviewing and commenting on the programmatic progress reports

6) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make

the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).

7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

8.) As part of EPA's substantial involvement, recipients shall provide EPA's project officer final copies of all outreach materials, education materials, and other documents developed using EPA funded as directed by the project officer for general use under the General Terms and Conditions *Copyrighted Material and Data.*

9.) Provide notice of media events to the EPA project officer of scheduled events no less than 7 business days before the scheduled event.

J. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.

2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under 2 CFR 200.1 or 2 CFR 200.456 and scholarships and other forms of student aid such as tuition remission under 2 CFR 200.466. EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, EPA does not provide advice on tax issues relating to these payments.

3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of 2 CFR 180.300 and EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under 2 CFR Part 180. Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See EPA Guidance on Participant Support Costs.

K. Statutorily Prohibited Uses of Grant Funding

As provided in Section 70402(b)(6) of the Infrastructure Investment and Jobs Act (IIJA), no funds may be awarded under the [REO} grant program for a residential recycling

program that—

(A) does not provide for the separate collection of residential solid waste (as defined in

section 246.101 of title 40, Code of Federal Regulations (as in effect on the date of enactment of [IIJA])) from recycled material (as defined in that section), unless the funds are used to promote a transition to a system that separately collects recycled materials; or

(B) promotes the establishment of, or conversion to, a residential collection system that does not provide for the separate collection of residential solid waste from recycled material (as those terms are defined under subparagraph (A)).