

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00E03018 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> XA	<b>DATE OF AWARD</b> 08/31/2021
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/07/2021
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 50084
		<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> City of Milwaukee 200 East Wells Street, Room 606 Milwaukee, WI 53202 EIN: 39-6005532		<b>PAYEE:</b> City of Milwaukee 200 East Wells Street, Room 606 Milwaukee, WI 53202	
<b>PROJECT MANAGER</b> Erick Shambarger 200 E. Wells St., Rm. 603 Milwaukee, WI 53202 E-Mail: eshamb@milwaukee.gov Phone: 414-708-0973		<b>EPA PROJECT OFFICER</b> Camden Ogletree 77 West Jackson Blvd. , AR-18J Chicago, IL 60604-3507 E-Mail: Ogletree.Camden@epa.gov Phone: 312-886-0250	
		<b>EPA GRANT SPECIALIST</b> Dianne Reyes Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 E-Mail: Reyes.Dianne@epa.gov Phone: 312-886-8097	
<b>PROJECT TITLE AND DESCRIPTION</b> City of Milwaukee Net Zero Energy Home Financing Project  This agreement will provide assistance to The City of Milwaukee in its efforts to develop a public-private partnership that will be build new affordable, durable, and net zero energy housing in a new factory in Milwaukee's Century City business park. The recipient will develop a plan to combine traditional home mortgages, energy efficiency finance, and other affordable financing tools so that enough low-to-moderate income families can afford new housing. The recipient will also partner with Take Root Milwaukee to disseminate information about the program to the public through outreach events, newsletters, and social media. The recipient will also develop an energy efficiency planning team to refine designs and energy modeling for the net zero energy homes. These homes will aid in improving indoor and ambient air quality, addressing climate change and environmental justice issues in Milwaukee. Direct beneficiaries of this program include low-to-moderate income residents of the city of Milwaukee.			
<b>BUDGET PERIOD</b> 10/01/2021 - 09/30/2023	<b>PROJECT PERIOD</b> 10/01/2021 - 09/30/2023	<b>TOTAL BUDGET PERIOD COST</b> \$39,600.00	<b>TOTAL PROJECT PERIOD COST</b> \$39,600.00
<b>NOTICE OF AWARD</b>  Based on your Application dated 06/29/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$15,000.00. EPA agrees to cost-share <u>63.13%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$15,000.00. 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.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5, Air and Radiation Division R5 - Region 5 77 West Jackson Blvd. A-18J Chicago, IL 60604-3507	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
Digital signature applied by EPA Award Official William Massie - Chief, Acquisition and Assistance Branch			<b>DATE</b> 08/31/2021

### EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$15,000	\$15,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$14,600	\$14,600
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
<b>Allowable Project Cost</b>	<b>\$0</b>	<b>\$29,600</b>	<b>\$29,600</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	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
-	212721R041	2122	B	27R	000A46	4183	-	-	\$15,000
									\$15,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$10,000
2. Fringe Benefits	\$4,600
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$22,000
7. Construction	\$0
8. Other	\$3,000
9. Total Direct Charges	\$39,600
10. Indirect Costs: 0.00 % Base n/a	\$0
11. Total (Share: Recipient <u>36.87</u> % Federal <u>63.13</u> %)	\$39,600
12. Total Approved Assistance Amount	\$25,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$15,000
15. Total EPA Amount Awarded To Date	\$15,000

## **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-november-12-2020-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](mailto:rtpfc-grants@epa.gov) and [reyes.dianne@epa.gov](mailto:reyes.dianne@epa.gov), Dianne Reyes, Grants Specialist
- MBE/WBE reports (EPA Form 5700-52A): [region5closeouts@epa.gov](mailto:region5closeouts@epa.gov) and [reyes.dianne@epa.gov](mailto:reyes.dianne@epa.gov), Dianne Reyes, Grants Specialist
- 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: [reyes.dianne@epa.gov](mailto:reyes.dianne@epa.gov), Dianne Reyes, Grants Specialist and [ogletree.camden@epa.gov](mailto:ogletree.camden@epa.gov), Camden Ogletree, Project Officer
- Payment requests (if applicable): [reyes.dianne@epa.gov](mailto:reyes.dianne@epa.gov), Dianne Reyes, Grants Specialist and [ogletree.camden@epa.gov](mailto:ogletree.camden@epa.gov), Camden Ogletree, Project Officer
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: [ogletree.camden@epa.gov](mailto:ogletree.camden@epa.gov), Camden Ogletree, Project Officer

### **C. Contingent Funding**

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

## **Programmatic 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, 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**

Quarterly Progress Reports are to be submitted electronically to the EPA Project Officer within 30 days after the reporting period. The final project report is due within 120 days of the project period end date. The reporting periods are.

April 1 – June 30 Reporting Period: report due date July 30

July 1 – September 30 Reporting Period: report due date October 30

October 1 – December 31 Reporting Period: report due date January 30

January 1 – March 31 Reporting Period: report due date April 30

### **B. Cybersecurity Condition**

(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. 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 **06/30/2021**. 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 **06/30/2021** 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 **\$25,000** is based on estimated costs requested in the recipient's application dated **06/30/2021**. Included in these costs is a voluntary cost-share contribution of **\$14,600** 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 **06/30/2021**. 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 **06/30/2021**. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

### D. 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 Milwaukee 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>