



**Sub-Grant Agreement - State Revolving Fund Program (SRF)**

Project Title	Grant Number	SRF-
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**Funding Program**  
 EPA Drinking Water SRF Small Systems Assistance - Infrastructure Investment and Jobs Act

Sub-Grant Period of Performance: \_\_\_\_\_

Grantee	Department
<p><b>Grantee</b>  <i>Example Grantee</i>                      123 Main Street                      Anywhere, Alaska 99999</p> <p><b>Signatory</b>                      John Doe, President                      907-555-5555</p>	<p><b>Department of Environmental Conservation</b>  <i>Division of Water</i>                      410 Willoughby Ave. Ste 303                      Juneau, AK 99801</p> <p><b>Project Manager</b>                      Name, Title                      Email</p> <p><b>Administrative Contact</b></p>
<p><b>Unique Entity Identification (UEI)</b> _____</p> <p><b>Federally Approved Indirect Cost Rate</b> _____</p>	

Grantee	Department
<p>Signature</p> <p>Printed Name and Title</p> <p>Date</p>	<p>Signature</p> <p><b>Brook Larson, Division Operations Mgr, Division of Admin Services</b>                      Printed Name and Title      Date</p> <p>Signature</p> <p><b>Randy Bates, Director, Division of Water</b>                      Printed Name and Title      Date</p>

**Agreement**

The Department of Environmental Conservation (hereinafter 'Department') and the Example Grantee (hereinafter 'Grantee') agree as set forth herein.

**Section I.** Upon execution of this Agreement, and under the terms included herein, the Department shall administer funds, subject to appropriation and availability, to accomplish the scope of work described in Appendix A. The estimated cost of this scope of work is identified in this Sub-Grant Agreement and Appendix A.

**Section II.** Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.

**Section III.** This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.

**Section IV.** The Agreement consists of this page and the following attachments and appendices, **if applicable:**

<b>Appendices</b>	<b>Attachments</b>
Article A: Project Outline	Appendix 1: Additional Reporting Forms
Article B: General Conditions	

**Article A: Project Outline**

Subject to appropriation and availability of funds, funding will be made available under this Agreement and will be used only to pay eligible costs to perform the scope of work stated herein. The Department is the Grantor and will assign a project manager who will serve as an agent to the Grantee during the administration of this Project. The Grantee will spend monies awarded under this grant only for the scope of work in this Agreement.

**Section 1. Project Scope of Work**

**Section 2. Project Funding**

Federal Funding Agency	<b>Funding Amount</b>
Environmental Protection Agency (EPA)	
Funding Source	

Contributor	<b>Funding Amount</b>
State of Alaska	
Funding Source	

*In order to perform the full scope of services described in the workplan, the Grantee agrees to provide matching non-federal dollars in the amount of:*

Grantee	<b>Funding Amount</b>
Grantee	
Funding Source	

<b>Total Project Funding</b>	\$	-
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### Section 3. Project Budget

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This offer is expressly conditioned upon the terms and limitations contained herein, and is based upon the budget itemized on the following table:

<b>Budget Categories</b>	<b>Approved Budget</b>
Personal Services	
Travel	
Contractual	
Supplies	
Equipment	
Other	
<b>Total Direct Costs</b>	
Indirect or 10% de minimus	
<b>TOTAL COSTS</b>	

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#### Definitions

“Department” refers to the Department of Environmental Conservation (DEC) within the State of Alaska.

“Authorized Signature” means the person who has the authority to sign this Agreement and other legally binding forms related to the project on behalf of the Grantee and the Department.

“State of Alaska” fiscal year is defined as July 1st through June 30th.

In this Agreement and appendices, “DEC Project Manager” refers to the Environmental Specialist or other DEC staff assigned to manage and administer the project. The DEC Project Manager is the primary contact between the Department and the Grantee.

#### Legal Authority

The Grantee certifies by signing this Agreement that it possesses legal authority to accept grant funds and to execute the project described in this Agreement. The Grantee’s relationship to the Department and the State of Alaska shall be at all times as an independent Grantee.

Insert Project Number and Community Name  
Insert Project Title  
Sub-Recipient Agreement General Conditions

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## **Article B: General Conditions**

### ***Environmental Protection Agency – Drinking Water State Revolving Fund Capitalization Grant Infrastructure Investment and Jobs Act Funding for Small Systems Assistance***

*Funding for this Award is subject to the following General Conditions. Funding may be withheld, or reduced, if these conditions are not met. In the event that the scope of work cannot be accomplished in conformance with these conditions, the Department reserves the right to rescind approval of the Agreement.*

*This Agreement may be only modified or amended in writing and executed by the authorized representatives of the parties to this Agreement.*

*All reports and deliverables required in this Agreement must be submitted to [dec.srfprogram@alaska.gov](mailto:dec.srfprogram@alaska.gov).*

#### **Section 1. Award Funding**

This Award is subject to appropriation and availability of funds from the sources of funding identified herein. The Department may adjust the project cost and scope of work shown and will provide an Amendment to the Agreement to the Grantee if such changes are placed.

Reimbursement of expenditures under this Agreement may be made with funds from future state appropriations. If such future state appropriations are not signed into law, this Agreement will be amended or terminated in accordance with AS 37.05.170, which may result in the defunding of project activities.

If the project costs are expected to exceed the available funds, the Grantee will notify the Department immediately.

The funding for this Project will expire on the Performance Period term dated in the Agreement. All project expenses must be incurred prior to this date, and the Grantee will submit its final reimbursement request to the Department within 30 days of this date.

Utilization of grant funds shall be made in accordance with applicable laws, regulations, OMB circulars, Uniform Administrative Requirements, and applicable cost principles for federal grants.

#### **Section 2. Project Expenses and Accounting**

The Department shall have discretion to determine which project costs are eligible to be paid for with project funds.

- a) Project funds may be used only for eligible costs as actually incurred during the Project.
- b) Project funds will be provided on a reimbursement basis.
- c) Project expenses shall be identified on a time and material basis, with justification provided by invoices, receipts, and time sheets.
- d) Indirect Rate. The Grantee is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative costs limitations, if they have a current rate

agreement or have submitted an indirect rate proposal to the appropriate federal agency for review and approval.

- i. The Grantee is responsible for maintaining an approved indirect cost rate throughout the life of the Agreement and must provide copies of all approved indirect rate agreements to the Department as they are received from the federal agency.
  - ii. Budgets that have been placed with an indirect rate not yet approved by the federal agency for project administrative expenses, are subject to revision based on the rejection or approval of the final approved indirect rate. If the indirect rate proposal was rejected or adjusted by the federal agency, the Grantee will be required to adjust project administration expenses already incurred to the appropriate amount as required under federal regulations.
  - iii. Indirect costs shall be calculated on a time and materials basis with justification provided by invoices, receipts, and time sheets or using a federally approved indirect rate assigned to the Grantee.
- e) If the Grantee does not have a federally approved indirect rate and receives less than \$35 million in direct federal funding per fiscal year, they may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, per 2 CFR 200, Subpart E, Section 200.414(f). MTDC, is defined in 2 CFR 200, Subpart A, Section 200.1, as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of the grant award. MTDC excludes equipment. No documentation is required to justify the 10% de minimis rate.
  - f) Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
  - g) Revisions to any one line item in the budget outlined in this Agreement may not exceed 10% of the total project budget. Budget line item revisions exceeding the 10% rule must be approved by the Department.
  - h) The Grantee shall perform or will engage an accounting firm (Firm) to provide all accounting services associated with this Project. Accounting services provided by the Grantee or Firm include, but are not limited to payroll and related obligations, including taxes and workers compensation insurance, preparation of quarterly and annual payroll tax reports for the Internal Revenue Service, the State of Alaska, and the Department of Labor, as applicable, as well as W-2 Forms for the project employees. The Grantee or Firm will submit such reports and pertinent checks to the appropriate federal and state offices.
  - i) The area-adjusted EquipmentWatch rates shall be used for equipment rental.
  - j) The Department will not be responsible for fees or interest charges incurred by the Grantee for project expenses. Any late fees or interest charges included in the request for reimbursement will be considered ineligible and deducted from the reimbursement amount.

### Section 3. Eligible Direct Costs

Upon approval by the Department, the following reasonable, allowable, and allocable expenses associated with the Project are eligible for payment from project funds:

- a) Payroll Costs. Payroll costs are comprised of wages paid to Grantee personnel for time worked directly on the Project, plus payroll taxes, and insurance.
- b) Direct Non-Salary Costs. These costs must be directly attributable to the Project and shall include the following:
  - i. The costs associated with consultants, inspectors, surveyors, contractors, subcontractors, and other services required to complete the Project.
  - ii. The cost of materials, supplies, and freight purchased by, or on behalf of, the Grantee and used to complete the Project.
  - iii. Purchase or rental of equipment or tools needed in the completion of the Project.
- c) The Grantee may utilize grant funds for costs not specifically listed in this section from project funds, if in the determination of the Department the costs are necessary.

#### **Section 4. Reimbursement of Project Funding**

Eligible expenses incurred under this Agreement will generally be reimbursed on a quarterly basis. Reimbursement will be made upon receipt and Department approval of the progress, financial reports, and deliverables.

- b) The reimbursement request must include:
  - i. A quarterly expenditure report shall be provided to the Department contact summarizing all transactions. The Department will provide a template.
  - ii. Total project expenditures to date, total reimbursements received to date, and total reimbursement in current request.
  - iii. A supporting general ledger (or similar) document for all expenditures that includes detailed account codes for each expenditure. For all personal services and travel costs, a method must be established to allow the Department to identify the specific individual that incurred the expense and pay period or travel dates accordingly.
  - iv. Detailed supporting documents for all expenditures included in the general ledger including invoices, equipment rental logs, and receipts.
  - v. The Department will periodically request timesheets and other backup documentation for review.

Reimbursement will be made upon receipt and approval of the quarterly reports and upon receipt of accurate billings detailing actual project expenses.

- c) All reports and deliverables required in this Agreement must be submitted and approved by the Department prior to final payment.

#### **Section 5. Project Reporting**

The Grantee agrees to comply with the additional reporting requirements identified below:

- a) The Grantee will provide quarterly progress and financial reports to the Department within 15 days following the end of each reporting period. For the purpose of reporting, quarters

shall end on September 30, December 31, March 31, and June 30. The quarterly progress reports shall include the information identified below:

- i. Project milestones;
  - ii. Narrative explanation for delays, reduced scope, and cost overruns;
  - iii. An estimation of the percentage completed;
  - iv. Financial information, including budgets, expended funds, and remaining funds.
  - v. Information regarding problems, delays, or adverse conditions which will materially impair the ability to meet the project objective.
- b) The Grantee will complete MBE/WBE Utilization Forms on an annual basis and are due to the Department by October 10th (Appendix 1).
- c) The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee must submit a certification form to the Department if the award exceeds \$100,000. (Appendix 1).
- d) No portion of these funds will be used to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. (Appendix 1).
- i. The Grantee must submit Standard Form-LLL, "Disclosure Form to Report Lobbying" to the Department if any non-federal funds have been paid or will be paid to influence or attempt to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress.
  - ii. Failure to submit certification and disclosure forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- e) The Grantee must report the names and totals of the five most highly compensated executives from the preceding fiscal year on the Federal Funding Accountability and Transparency Act reporting form (Appendix 1) to the Department at grant inception if the following requirements are met:
- i. The award amount equals or is greater than \$25,000; and
  - ii. The Grantee received 80 percent or more of its annual gross revenues from federal contracts or grants;
  - iii. The Grantee received \$25,000,000 or more in annual gross revenues from federal contracts or grants.
  - iv. The Grantee is exempt from this reporting if the Grantee had a gross income from all sources under \$300,000 from the previous tax year.
- f) All project reports must be submitted to [dec.srfprogram@alaska.gov](mailto:dec.srfprogram@alaska.gov).

## **Section 6. Department's Responsibilities**

- a) The Project Manager will be the Department contact for the Grantee during the Project and will be available to provide technical assistance.

## **Section 7. Grantee's Responsibilities**

- a) The Grantee shall separately account for all monies received from this agreement and shall maintain project accounts in accordance with generally accepted governmental accounting principles. The Department shall have the right to audit Grantee's records related to the Project.

- b) Concurrent with the execution and delivery of this Agreement, or as soon thereafter as practicable, the Grantee shall take all steps necessary to complete the Project in a timely manner in accordance with all applicable grant conditions. The Department will, in its discretion, revoke this Agreement if the Grantee has not initiated the Project within one year after signing the Agreement.
- c) In procuring professional services of any planners, engineers, architects, and construction managers, the Grantee may utilize its own established procurement policies and procedures in accordance with all applicable federal and state procurement laws as described in Section 21.
- d) The Grantee shall provide the required "Project Reporting" quarterly, or as otherwise established, within 15 days of the end of the reporting period (Section 5).
- e) The Grantee will raise any concerns or issues it may have, regarding the Project, with the Department promptly and prior to project completion, and if those concerns or issues are not satisfactorily resolved will promptly give written notice to the Department with a detailed description of their continuing concerns or issues.
- f) The Grantee agrees that it will be bound by any audit requirements that may apply to this Agreement in accordance with 2 AAC 45.010 commonly referred to as the "Single Audit Regulation" and any applicable federal audit requirements. The Grantee acknowledges that it is responsible for compliance with federal and state single audit requirements and all other applicable audit requirements, and agrees to obtain all required audits.

### **Section 8. Use of Logos and Acknowledgement of Funding**

If the EPA logo appears 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 Grantee received financial support from the EPA through an assistance agreement with the State of Alaska, Department of Environmental Conservation. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>.

Any reports, documents, publications, or other materials developed for public distribution with federal funding shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under FAIN (see Sub-Grant Agreement for number) to the Alaska Department of Environmental Conservation. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

### **Section 9. Debarment and Suspension**

Prior to the offer of this Agreement, the Department has verified the Grantee is not included on the government wide suspension and debarment list. Failure to maintain this status may result in the termination of this Agreement. In addition, the Grantee will not award or permit any award to any party that has been debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs if the value of the subcontract is equal to or exceeds \$25,000. The Grantee may access suspension and debarment information at <http://www.sam.gov>.

### **Section 10. Procurement**



The Grantee must comply with all applicable federal or state procurement laws in 2 CFR Part 200 Subpart D. The Grantee is required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. The Grantee must retain clear records of bid procedures. The Grantee will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

- a) The Grantee will ensure that any subawards comply with standards in 2 CFR 200 Subpart D and are not used to acquire commercial goods or services.
- b) The Grantee must comply with the federal contract provisions as identified in 2 CFR Part 200, Appendix II (<http://www.ecfr.gov>).
- c) The Grantee will remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties, of the undertaking of all or any part of the Project described herein. The Grantee will bind all contractors and subcontractors to each and every applicable provision in this Agreement. Each contract and subcontract for work to be performed with funds granted under this Agreement will specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from the contractor or subcontractor's performance or activities under the terms of the contracts and subcontracts.
- d) Individual consultants retained by the Grantee shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.
- e) Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees" or similar charges refers to expenses added to the indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

### **Section 11. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it will provide the Department with a resolution of the Grantee's governing body of waiving sovereign immunity, and such resolution will be incorporated into this Agreement as an Appendix.

### **Section 12. Subcontracts-Obligations Regarding Third Party Relationships**

The Grantee will remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. The Grantee will bind all contractors and subcontractors to each and every applicable provision in this Agreement. Each contract and subcontract for work to be performed with funds granted under this Agreement will specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from the contracts or subcontractor's performance or activities under the terms of the contracts and subcontracts.

### **Section 13. Equipment**

The Grantee shall purchase, use, manage, and dispose of equipment acquired under this Agreement with all applicable state or federal procurement laws as identified in Section 21 and 2 CFR 200.313.

- a) All equipment purchases with a cost of \$5,000 or more must have a rent versus purchase analysis supporting the purchase of the equipment as the most appropriate and cost effective mechanism to fulfill the project needs.
- b) Purchase of equipment with a unit cost of \$25,000 or more will require additional approval by the Department and the federal funding agency.
- c) Equipment purchased in part or wholly with federal funds shall be used by the Grantee in the project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds. The Grantee shall be responsible for the operation and maintenance of equipment acquired with this Project.
- d) Property records must be maintained which will include a description, serial number or other identification number, source and title, cost and percentage of federal participation in cost, location, use and condition, and sale price and date of disposal. A physical inventory of the property must be taken at least once every two years. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of any property. Any loss, damage, or theft must be investigated.
- e) Disposition of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation. The Grantee must consult with the Department prior to disposition of equipment with a fair market value of \$5,000 or more.

### **Section 14. No Assignment or Delegation**

Unless otherwise allowed by this Agreement or in writing by the Department, any assignment by the Grantee of its interest in any part of this Agreement or any delegation of its duties under this Agreement without such approval shall be void.

### **Section 15. Inspection and Retention of Records**

The Grantee shall allow the Department or its designees to examine all project related records at any reasonable time for the purpose of copying, audit, or inspection. The Grantee shall ensure that the Department, its contractors and consultants, have reasonable access to project facilities during the Project, and reasonable access for performance analysis and testing over the life of project facilities for no cost. The Grantee shall retain all project related records for five years following the completion date of the Project or three years after termination of the federal award, whichever is later.

### **Section 16. Indemnification**

The Grantee shall defend with counsel of the Department's choosing, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the Project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the

proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska. .

### **Section 17. Termination**

The Department may cancel all or any part of this Agreement if:

- a) Any representation or other statement made by the Grantee to the Department in connection with its application for this grant is incorrect or incomplete in any material respect;
- b) The Grantee has violated commitments made in the Approved Application and supporting documents, has violated any of the terms of this Agreement; or
- c) The financial position of the Grantee has, in the opinion of the Department, suffered a materially adverse change which the Department believes materially affects the ability of the Grantee to perform its obligations under this Agreement or to consummate timely the transactions contemplated by this Agreement.

### **Section 18. Compliance with Laws, Regulations, Etc.**

The Grantee shall comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not limited to, the following:

- a) The “List of Federal Laws and Authorities (Federal ‘Cross-Cutting’ Authorities)” as identified in Exhibit “A” and made a part hereof.
- b) Lobbying  
No portion of the grant amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.
- c) Disadvantaged Business Enterprise (DBE)  
The Grantee agrees to report the compliance of the below requirements as described in this Agreement (Section 5).
  - i. The Grantee agrees to comply with the following requirements and must review the full detail at EPA website under “Disadvantaged Business Enterprise Program Requirements <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements>.
  - ii. MBE/WBE Certification. Entities must meet the certification criteria under at least one of the listed authorizing statutes to qualify for the DBE Program.
  - iii. Six Good Faith Efforts. The Grantee is required to make the listed good faith efforts whenever procuring construction, equipment services and supplies under this agreement.
  - iv. DBE Contract Administrative Requirements. The Grantee must adhere to the listed contract administrative requirements.
- d) Title I – Employment of the Americans with Disabilities Act of 1990  
When applicable, the Grantee shall comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of

employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

- e) Title II-Public Services of the Americans with Disabilities Act of 1990  
When applicable, the Grantee shall comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- f) 2 CFR Part 180 Subpart C, Responsibilities of Participants Regarding Transactions  
The Grantee shall fully comply with Subpart C of 2 CFR Part 180, entitled “Responsibilities of Participants Regarding Transactions.” The Grantee is responsible for ensuring that any lower tier covered transaction, as described in Subpart C of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Grantee is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee acknowledges that failing to disclose the information required under 2 CFR Part 180 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.
- g) 2 CFR Part 200 Subpart C, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
  - i. Federal funds may not be used to procure or obtain equipment, systems, or services that use telecommunications equipment or services produced as a substantial or essential component of any system, or as critical technology as part of any system.
  - ii. As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:
  - iii. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - iv. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - v. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - vi. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## Section 19. Disputes

The Grantee shall raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion. If those concerns or issues are not

satisfactorily resolved, the Grantee shall promptly give written notice to the Department with a detailed description of the continuing concerns or issues. Jurisdiction and venue for any legal dispute shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, and in no other court or location. In the event of a legal dispute, both parties knowingly and voluntarily waive their right to trial by jury (including any advisory jury) and elect to have the dispute tried only to a judge. In the event of litigation, the prevailing party shall be entitled to an award of its reasonable, actual attorney's fees and costs of litigation. Each party has had an opportunity to review this Agreement with legal counsel of its choosing (or waived such opportunity), therefore this Agreement shall not be interpreted in favor of either party. This Agreement shall be governed by the laws of the State of Alaska.

### **Section 20. Amendment**

This Agreement may only be modified or amended in writing and executed by the authorized representatives of the parties to this Agreement. Any significant changes to the Project Scope of Work must be approved by the Department.

### **Section 21. Administrative Order No. 199**

The Grantee agrees to pay any employees hired for this project, in accordance with a progressive, graduated scale of the current Minimum Rates of Pay published by the Alaska Department of Labor (available on-line at <http://labor.alaska.gov/lss/pamp600.htm> or hard copies may be obtained from the Department) for all work completed with funds made available for this project.

### **Section 22. Copyrighted Material and Data**

In accordance with 2 CFR 200.315, all designs, drawing, specifications, notes, artwork, computer programs, reports and other work developed with federal funds in the performance of this Agreement are public domain and will be used by the federal funding agency, state and/or public without notice or compensation.

### **Section 23. Prohibition Statement**

The Grantee is advised that no employees may engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time this Agreement is in effect; or use forced labor in the performance of this Agreement.

The Department must be informed immediately of any information that is received from any source alleging a violation of the Prohibition Statement above

### **Section 24. Recycled Paper**

The Grantee agrees to use recycled paper and double-sided printing for all reports which are prepared as part of this Agreement. The Grantee agrees to give preference to the purchase of recycled materials.

### **Section 25. Conflict of Interest**

The Grantee must inform the Department immediately upon determination of any Conflict of Interest (COI) as defined and described in the EPA's COI Policy found at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy> during the performance period of this Agreement via electronic mail.

**Exhibit "A" – List of Federal Laws and Authorities**  
(FEDERAL CROSS-CUTTING AUTHORITIES)

**Environmental and Cultural Authorities:**

- Archeological and Historic Preservation Act of 1974, Public Law 93-291
- Archeological Resources Protection Act, Public Law 96-95 as amended
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act, Public Law 95-95, as amended
- Clean Water Act, Public Law 92-50, as amended
- Coastal Barriers Resources Act, Public Law 97-348
- Coastal Zone Management Act of 1972, Public Law 92-583, as amended
- Consultation and Coordination with Indian Tribal Governments, Executive Order 13175
- Endangered Species Act, Public Law 93-2015 as amended
- Environmental Justice , Executive Order 12898
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Public Law 94-265, as amended
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624, as amended
- Floodplain Management, Executive Order 11988, as amended by Executive Order 13690
- Marine Mammal Protection Act, 16 U.S.C. 1361
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Historic Preservation Act of 1966, Public Law 89-665
- Native American Graves Protection and Repatriation Act, Public Law 101-601
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, Public Law 93-523, as amended
- Wild and Scenic Rivers Act, Public Law 90-542

**Social Policy Authorities:**

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112
- Equal Employment Opportunity, Executive Order 11246
- Disadvantage Business Enterprise Provisions
  - Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
  - Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
  - Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies appropriations Act of 1993, Public Law 102-389

**Economic Authorities:**

- Procurement Prohibitions Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, included Executive Order 11738, Administration of the Clean Water Act with Respect to Federal Contracts, Grants, or Grants
- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended

**Miscellaneous Authority:**

- Debarment and Suspension, Executive Order 12549
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646 as amended
- Preservation of Open Competition and Government Neutrality Towards Government contractors' Labor Relations on Federally Funded Constructed Projects, Executive Order 13202, as amended by Executive Order 13208
- Prohibition Against Sex Discrimination Under the Federal Water Pollution Control Act, Section 13 of Public Law 92-500
- 40 CFR Part 34, New Restrictions on Lobbying

EXAMPLE

## Appendix 1: Additional Reporting Forms

The following forms are required to be completed by the Grantee for reporting per State Revolving Fund Grant Agreement Article B, General Conditions, Section 5:

- MBE/WBE Utilization Form
- Certification Regarding Lobbying
- Standard Form LLL, Disclosure of Lobbying
- Executive Compensation Form
- SRF Grant Request for Payment Template/Quarterly Reporting Template

All required forms are attached.

EXAMPLE