



June 15, 2021

Mrs. Tracey Douglas
City Administrator
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

Dear Mrs. Douglas:

The Chesapeake Bay Trust (the Trust) thanks the City of Hyattsville for your proposal to the Green Streets, Green Jobs, Green Towns Award Program. The Trust received a high level of requests, over \$2.6M in requests for the \$1.3M available in this round of the program. I am pleased to report approval of \$15,000 for a green streets concept plan in Hyattsville, Maryland.

Your award will be distributed as detailed in the award agreement attached. The payment(s) are contingent on key elements that are required prior to the release of each payment as described in your award agreement. **Please carefully read your award agreement** and contact the Trust if you have questions.

The signed award agreement, and any other contingencies, and status and final reports must be submitted by logging into the Chesapeake Bay Trust Online System accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. The Trust reserves the right to cancel the award and apply funds to other projects if the requirements of the award agreement are not met by the due dates.

The Trust and funding partner, United States Environmental Protection Agency, are pleased to invite you to an event on June 24, 2021, to announce the awards. This event will be held at the Dunbar Building located at 499 West 6th Street, Laurel, DE, starting at 10:30 am. **We respectfully request that you await conclusion of this event prior to media announcements of your specific project.** Our communications team would be happy to help with any media outreach after the event.

If you should have any questions regarding our decision, please feel free to contact the Program Officer Whitney Vong at (410) 974-2941 ext. 122. The Chesapeake Bay Trust greatly appreciates the time you invested in the proposal development and looks forward to working with you in the future.

Sincerely,

Jana Davis, Ph.D.
Executive Director

Award #: 19550

Project Leader: Mr. Hal Metzler





Award Agreement between the Chesapeake Bay Trust And the City of Hyattsville

June 15, 2021

This agreement is between the Chesapeake Bay Trust (the Trust) and the City of Hyattsville (the “awardee”) (DUNS#: 094888781). The total amount of the award for award number 19550 is \$15,000. Delivery of this award is made through the Green Streets, Green Jobs, Green Towns Award Program and is subject to receipt by the Trust of a signed copy of this agreement which confirms that:

1. **Award Amount and Description:** The award is in the amount of \$15,000 for a green streets concept plan in Hyattsville, Maryland. By accepting this award, awardee agrees that said monies will be used to accomplish deliverables with budgeted items as proposed in your application received on 3/4/2021, modified through any contingencies below, and approved in this agreement.
2. **Period of Performance:** The period of performance for this award is from 5/19/2021 to 5/1/2022.
3. **Changes in Scope and Budget:** Up to 10% of total project funds may be shifted from one of the seven high level budget categories (e.g., supplies, travel, etc.) to another, as long as the shift does not substantively modify the project’s goals, objectives, milestones, or deliverables. Significant changes to project budget and/or scope must be approved by the Trust in advance of the change. Requests for approval of changes must be made by completing the Award Revision Request Requirement available in your online award portal. The following types of changes should trigger an Award Revision Request:
 - a. **Scope Changes:**
 - i. An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
 - ii. A change in the physical location of a project
 - iii. Changes in key personnel or key project partners
 - iv. Changes in project deliverables are proposed in your original application and modified through any contingencies in this award agreement
 - v. Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
 - b. **Budgetary Changes:**
 - i. Changes in budget that result in a greater than 10% shift in funds across high level budget categories (personnel, supplies, contractual, travel, field trip fees, other, and indirect costs)
 - ii. Addition of a line item to the budget that falls under one of the seven high level budget categories that had not yet appeared in your budget (e.g., adding personnel when none had been approved previously or adding contractual services to the budget)
 - iii. Budget changes that reflect an alteration of the intent of the project
 - iv. Budget changes that reflect a change in the environmental benefit or impact of a project
4. **Start of Implementation:** Concept designs must be initiated by 10/15/2021; otherwise the award may be terminated by the Trust.
5. **Distribution of Funding:** Funding will be distributed in phased payments as described below:
 - a. **Phase 1 payment of \$13,500 is contingent upon:**
 - i. Submission by 8/15/2021 to the Trust of the signed award agreement;
 - ii. Submission by 8/15/2021 to the Trust of the Audit Verification Requirement required for all awards involving federal funds (accessible via your online portal; see the “Submitting Documents” section below); and
 - iii. Submission by 8/15/2021 to and approval by the Trust of:

Executive Officer Initials

Project Leader Initials

1. a written description (< 1 page) that identifies project partners and provides details on their specific roles;
2. a detailed community outreach plan (< 1 page) that defines the target audience, describes how green infrastructure topics will be prioritized, and how improved knowledge of stormwater will be evaluated; and
3. a written statement (< 1 page) committing to providing a plan for implementation of the concept plan as a final product that includes the cost estimate for implementation considering this program's target of \$100,000 per impervious cover acre treated.

Contact the Trust for assistance with these contingencies. Funds will not be released until these contingencies are met.

- b. Final Payment of \$1,500 will be distributed upon submission to and review by the Trust of your **final report due on or before 5/1/2022**. The final report shall include:
 - i. **Audit Verification Requirement** required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below);
 - ii. **Programmatic Report:** A narrative report using the Trust's final report form accessed through http://www.GrantRequest.com/SID_1520. Included in the final report will be a deliverables section that should match the deliverables you proposed in your approved application, as modified by any contingencies or budget adjustments. In the final report form, report on Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) procurements made during the reporting period.
 - iii. **Financial Report – FMS "Expenses" worksheet:** Information must be entered in the appropriate columns (see the "Expenses Instructions" worksheet) describing how the previous phase funds were spent plus the final 10% such that the full award amount, less any award monies not to be used, is reported. If unauthorized changes were made to the budget or deliverables without Trust approval you will be required to refund the award.
 - iv. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs:** Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS's "Expenses" worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS's "Expenses" worksheet and submitted in numerical order. Copies of timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430. Any invoices/receipts/pieces of documentation already submitted in reporting on a previous phase, if applicable, need not be resubmitted.
 - v. **Final Products:** Final products that include a **final concept plan, written statement** (<1 page) detailing a plan for next steps to implementation (engineered designs and/or implementation), and **estimated implementation cost** per impervious cover acre treated (considering this program's target of \$100,000 per impervious cover acre), and additional other deliverables as outlined in your award application as modified through any contingencies.
 - vi. **Photos of the Project:** For all projects that involve a construction element, submit before, during, and after construction photos. For all projects that involve an outreach or community engagement element, submit photos of engagement events.
6. **Progress Report(s):** Progress report(s) on this project including the outreach and/or restoration progress, to date, is due to the Trust on or before 2/1/2022.
7. **Submitting Documents/Requirements:** The signed award agreement; other contingencies; record of attendances; and status, progress, and final reports are required to be submitted by logging into the Chesapeake

Executive Officer Initials

Project Leader Initials

Bay Trust Online System account accessed through the link http://GrantRequest.com/SID_1520 with the same username and password used when you applied. Status, progress, and final report extension requests must be made using the Award Revision Request Requirement prior to the report due date. Depending on the circumstances, the Trust may or may not grant an extension. In cases where the awardee fails to submit a status report or final report by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the awardee. By signing this award agreement, the awardee agrees to comply with all conditions of this agreement, status and progress report date(s), if applicable, and the final report date listed above and agrees to return funds if a complete report is not submitted by the deadline. Failure to submit report(s)/requirement(s) by the deadline will affect eligibility of future awards.

8. **Acknowledgement of Funding Partners:** All public communications and promotion, including press releases, print publications, signage, online messaging, etc. must:
 - a. Acknowledge program partners, United States Environmental Protection Agency Region 3, Maryland Department of Natural Resources, and the Chesapeake Bay Trust (using both names and logos) whose logos appear at the top of the cover letter to this Agreement.
 - b. Include the Trust's license plate logo (available at www.cbtrust.org/logos).
 - c. Issue the following statement on all work products disseminated: "This project had been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement CB96358501 to Maryland Department of Natural Resources. 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."

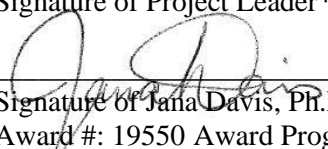
9. **Ownership of Equipment:** All "non-expendable equipment" (defined as equipment with a probable useful life greater than one year beyond the date of acquisition and that costs at least \$500 either as an individual piece or a group of pieces intended to be used together) and "major equipment" (defined as any item or equipment costing \$2,000 or more) procured with award funds will be property of the Maryland Department of Natural Resources (DNR) and must be used primarily for work under this Agreement. Prior written approval is required for use of the equipment for other work. Upon completion of the award, the Trust, as instructed by DNR, will determine what disposition shall be made of the equipment and will notify the awardee within 30 days.

10. **Federal Funding Requirements:** This program is a partnership of the Trust and the United States Environmental Protection Agency (EPA), with EPA funding coming through CFDA# 66.466 Chesapeake Bay Program through Federal Award Identification Number (FAIN) CB96358501 dated 7/16/2020. For purposes of accounting, you may consider your award (\$15,000) composed of 0% federal funding as a sub-award. Neither the non-federal nor the federal component of the award, if any, may be used to match funds from other federal programs. If you are receiving federal funds (i.e., the percentage of your award from federal source is >0%), as a sub-recipient:
 - a. You must comply with federal requirements governing the use of those funds, specifically Title 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
 - b. If your total Federal annual expenditures exceeded \$750,000 you are required to obtain a Single Audit and to furnish the Trust and our auditors with the Single Audit financial statement for each year covered by the award and allow access to your records.
 - c. Consistent with federal procurement guidelines, you must obtain or have obtained at least three estimates for any work to be performed by subcontractors greater than \$3,000 and less than \$150,000, must keep documentation on the estimates, and must use good faith efforts to engage disadvantaged/minority/women business enterprises (DBE) by reaching out to DBE/MBE/WBE firms to submit estimates/bids (the following website may be helpful in identifying firms: <https://mbe.mdot.maryland.gov/>). You must verify by checking at <http://www.sam.gov/SAM/> that any subcontractor or supplier has not been suspended, debarred, excluded, or disqualified by the federal government, and pass this requirement on to your subcontractors who in turn use subcontractors or suppliers.

11. The recipient agrees to comply with the terms and conditions included in the proposal submission and all applicable local, state, and federal laws.

The undersigned who is (are) fully authorized in the premises of the City of Hyattsville accepts, subject to the terms and conditions in the above award agreement.

Return signed copied of the full award agreement, with each page initialed and full signatures on the last page*, by uploading a scanned copy to your Chesapeake Bay Trust Online System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

_____ Signature of Executive Officer*	_____ Title	_____ Date
_____ Signature of Project Leader*	_____ Title	_____ Date
 _____ Signature of Jana Davis, Ph.D., Executive Director; Chesapeake Bay Trust Award #: 19550 Award Program: Green Streets, Green Jobs, Green Towns	_____ Executive Director	_____ 6/15/2021 Date