







June 17, 2025

Mrs. Takisha James Town Administrator Town of Bladensburg 4229 Edmonston Road Bladensburg, MD 20710

Dear Mrs. James:

The Chesapeake Bay Trust (the Trust) thanks the Town of Bladensburg for your proposal to the Green Streets, Green Jobs, Green Towns Award Program. The Trust received a high level of requests, over \$4.9 million in requests for \$1.7 million available in this round of the program. I am pleased to report approval of \$35,000 for a raingarden engineering design to improve roadside stormwater management in Bladensburg, 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.

If you should have any questions regarding our decision, please feel free to contact the Program Coordinator Kayleigh Katzenberger at (410) 974-2941 ext. 127. For questions regarding payment status, please contact finance@cbtrust.org. 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.

President

Award #: 26132

Project Leader: Ms. Michelle Bailey Hedgepeth





Award Agreement between the Chesapeake Bay Trust And the Town of Bladensburg

June 17, 2025

This agreement is between the Chesapeake Bay Trust (the Trust) and the Town of Bladensburg (the "awardee") (Unique Entity Identifier#: CNH5KKMTX9C6). The total amount of the award for award number 26132 is \$35,000. 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:

Award Amount and Description

The award is in the amount of \$35,000 for a raingarden engineering design to improve roadside stormwater management in Bladensburg, 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 3/9/2025, modified through any contingencies below, and approved in this agreement.

Period of Performance

The period of performance for this award is from 5/21/2025 to 6/30/2026.

Changes in Scope and Budget

Up to 10% of total project funds may be shifted from one of the 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:

- Scope Changes:
 - o An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
 - o A change in the physical location of a project
 - Changes in key personnel or key project partners
 - Changes in project deliverables are proposed in your original application and modified though any contingencies in this award agreement
 - Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
- Budgetary Changes:
 - 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)

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- 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)
- o Budget changes that reflect an alteration of the intent of the project
- o Budget changes that reflect a change in the environmental benefit or impact of a project

Start of Planning/Design: Planning/design must be initiated by 9/1/2025; otherwise, the award may be terminated by the Trust.

Distribution of Funding

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Funding will be contingent upon availability and distributed as follows: Phase 1 payment of \$15,750. This payment is contingent upon:

- Submission by 9/1/2025 to the Trust of the signed award agreement;
- Submission of an updated project budget that reflects the approved funding amount of \$35,000 for the design phase only. The revised budget must exclude installation costs and clearly outline all anticipated expenses associated with the design portion of the project.
- Submission by 9/1/2025 to and approval by 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);
 - the Whistleblower Federal Compliance Affirmation Requirement required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below);
 - the Finance & Internal Controls Federal Compliance Affirmation Requirement required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below);
 - the Debarment, Suspension Federal Compliance Affirmation Requirement required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below).

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

Final Payment of \$3,500 will be distributed upon submission to and approval by the Trust of your final report due on or before 6/30/2026. The final report shall include:

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) progurements made during the reporting period.

- 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.
- 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.
- Final Products: Final products that include engineered design plans for green street improvements at the intersection of 57th Avenue and Emerson Road; written statement (< 1 page) detailing a plan for implementation and the estimated cost (considering this program's target of \$100,000 per impervious cover acre; estimated stormwater treatment area calculations and nutrient reductions (Total Nitrogen, Total Phosphorus, and Total Suspended Solids); a final planting plan and additional deliverables as outlined in your award application and as modified through any contingencies.
- 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.
- Submission by 6/30/2026 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);

Progress Report(s)

Progress report(s) on this project including a description of permit status and construction bid process, if applicable, progress in scheduling construction, project status, and an accounting of expenditures to date is due to the Trust on or before 12/1/2025 and 3/1/2026.

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 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. 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,

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progress report, final report, or other requirement 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.

Acknowledgement of Funder(s)

All public communications and promotion including press releases, print publications, signage, online messaging, etc. <u>must acknowledge the Chesapeake Bay Trust</u> and include the Trust's logo (available at www.cbtrust.org/logo). <u>Funding/program partner(s)</u> who appear at the top of the cover letter to this Agreement must also be acknowledged using both organization names and logos.

Awardee is required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients.

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 grantee 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.

Any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 4I-95300101-3 and C2-953A0003 to the Maryland Department of Natural Resources (MDNR). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency."

Indemnification

To the extent allowed by law, the Awardee agrees to indemnify and save harmless the Trust, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the Awardee's negligence, negligent performance of, failure to perform its obligations, or otherwise caused by the Awardee's performance of the project under the terms of this agreement. If the Awardee uses contractors and subcontractors, the Awardee must require its contractors and subcontractors to indemnify and save harmless the Trust and its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the contractor's or subcontractor's negligence or performance of the project.

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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# 66.964 Chesapeake Bay Program through Federal Award Identification Number (FAIN) 4I-95300101-3 and C2-953A0003 (MDNR). For purposes of accounting, you may consider your award (\$35,000) to be composed of 100% 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 as a sub-recipient:

- Awardees must comply with federal requirements governing the use of those funds, specifically Title 2 CFR 200: Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to the subsections outlined below. Please note that Awardees receiving federal funds are obligated to follow all of the 2 CFR 200 regulations, including but not limited to the section below. Please direct compliance questions to your award manager.
- Awardees receiving more than \$250,000 in federal funding in a year must maintain any advance payments the Trust makes to you in an interest-bearing account and if you earn more than \$500 in interest on those funds, you must return the excess beyond \$500 to the Trust. The Trust, in turn, will return that amount to the federal government. See 2 CFR 200.305
- You must inform your employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See 2 CFR 200.217
- 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 \$10,000 and less than \$250,000, 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:

DC: https://dslbd.secure.force.com/public/,

DE: https://deldotcivilrights.dbesystem.com/FrontEnd/searchcertifieddirectory.asp,

MD: https://marylandmdbe.mdbecert.com/,

PA: http://www.dgs.internet.state.pa.us/suppliersearch,

VA: https://directory.sbsd.virginia.gov/#/executiveExport,

WV: http://apps.sos.wv.gov/business/corporations/searchadvanced.aspx).

- 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.
- Awardee must confirm that it is not prohibited by the federal government from receiving federal funds
- If your total Federal annual expenditures exceeded \$750,000, Awardees 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.

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Availability of Federal Funds

From time to time, the federal government updates guidance for spending federal money that will be applicable to any future expenditures of federal funds. The Trust will pass on that guidance to you, the Awardee. You will be responsible for compliance with these terms. In the unlikely event that this affects your budget, please submit an award revision request including a proposed revised budget to the Trust.

The availability of federal funds may change, as well. If you are notified that the award amount will be reduced, the Awardee will need to submit an award revision request providing an updated workplan and budget information, as needed, to amend the award agreement. The Trust may suspend the award based on the availability of federal funds. If this happens, the Trust will provide the reason and duration of the suspension. The Trust will make every effort to avoid suspending awards and communicate with awardees throughout the process.

Accidents or Emergencies

The Awardee must immediately report any accident/emergency to the Trust.

Termination

The Trust may terminate this award, in whole or in part, if you fail to comply with the terms and conditions of the award including statutory or regulatory requirements or if the award no longer accomplishes the program goals or aligns with funding entity priorities. In the event of termination of this award prior to completion, you shall immediately (unless otherwise directed by the Trust in its notice of termination) undertake all reasonable steps to wind down the project collaboratively with the Trust. Should suspension or termination of federal funding occur, you will be given as much time as possible to amass documentation of costs incurred and a properly prepared and substantiated invoice up to the date of termination; however, you must be ready to submit those costs within 7 days of notification by the Trust.

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By signing this award agreement, The Awardee agrees to comply with the terms and conditions of this agreement including 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. Awardee also agrees to comply with terms and conditions included in the proposal submission and that all work will be conducted in accordance with appropriate Federal, state and local laws.

Failure to submit report(s)/requirement(s) by the deadline may affect continuance of this award and will affect eligibility of future awards.

The undersigned who is (are) fully authorized in the premises of the awardee 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.

password used when you applied. Pl	ease keep a copy for your records.	
Intista S. James	Mayor	6/18/2025
Signature of Executive Officer*	Title	Date
Michel Bry Har	Town Almin istmy	4/18/25
Signature of Project Leader*	Title	Date
and Dais	President	6/17/2025
Signature of Jana Davis, Ph.D., President; Chesapeake Bay Trust		Date
Award #: 26132	Award Program: Green Streets, Green	Jobs, Green Towns