

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 03J01701 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> EM	<b>DATE OF AWARD</b> 12/08/2025
		<b>TYPE OF ACTION:</b> New	<b>MAILING DATE</b> 12/11/2025
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b>
		<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> CITY OF DILLINGHAM PO BOX 889 DILLINGHAM, AK 99576-0889 <b>EIN:</b> 92-0030674		<b>PAYEE:</b> CITY OF DILLINGHAM PO BOX 889 DILLINGHAM, AK 99576-0889	
<b>PROJECT MANAGER</b> Phil Baumgartner 141 Main St Dillingham, AK 99576 <b>Email:</b> publicworks@dillinghamak.us <b>Phone:</b> 907-842-5211		<b>EPA PROJECT OFFICER</b> Randall Dimmette-Schweigert 1200 Sixth Avenue, Suite 155, 15-F04 Seattle, WA 98101 <b>Email:</b> DimmetteSchweigert.Randall@epa.gov <b>Phone:</b> 206-553-2684	
		<b>EPA GRANT SPECIALIST</b> Leah Rochelle R10 GIAB, 14-A13 1200 Sixth Avenue, Suite 155 Seattle, WA 98101-3144 <b>Email:</b> rochelle.leah@epa.gov <b>Phone:</b> 206-553-6313	
<b>PROJECT TITLE AND DESCRIPTION</b> Dillingham Landfill Improvements Project See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 10/01/2025 - 12/31/2028	<b>PROJECT PERIOD</b> 10/01/2025 - 12/31/2028	<b>TOTAL BUDGET PERIOD COST</b> \$ 4,720,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 4,720,000.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 02/11/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 4,720,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 4,720,000.00. 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.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, EPA Region 10 Mail Code: 14-D12, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, Land, Chemicals, and Redevelopment R10 - Region 10 1200 Sixth Avenue, Suite 155 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Felicia Thomas - Manager, Tribal Grants Section			<b>DATE</b> 12/08/2025

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 4,720,000	\$ 4,720,000
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	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 4,720,000	\$ 4,720,000

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2024 Consolidated Appropriations Act (PL118-42) National Environmental Policy Act: Sec. 102(2)(l)	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
-	2610LDG002	25	E5C	1024AK2	000D51	4192	-	-	\$ 4,720,000
									\$ 4,720,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 4,103,000
5. Supplies	\$ 0
6. Contractual	\$ 617,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 4,720,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 4,720,000
12. Total Approved Assistance Amount	\$ 4,720,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 4,720,000
15. Total EPA Amount Awarded To Date	\$ 4,720,000

## Attachment 1 - Project Description

The purpose of this award is to fund the modernization of the City of Dillingham's waste management facility in Alaska. The project focuses on upgrading infrastructure and equipment to enhance operational efficiency, improve waste management capabilities, ensure environmental compliance, and extend the facility's lifespan. The City of Dillingham will perform the following tasks as part of the landfill improvements project: 1) purchase heavy equipment including a D7 Waste Handler, 352 Excavator, Wheeled Loader, and Skid steer loader to enhance landfill operations; 2) repair the existing incinerator to improve waste processing efficiency; 3) install a new waste oil burner system for safe waste oil disposal; 4) procure a Shear Type Shredder, Shredder/Baler for scrap metal, and Glass Crusher to enhance waste processing capabilities; 5) construct a weather port/equipment hangar and develop a dry storage facility to protect equipment and materials; 6) replace and install ground and methane monitoring wells to ensure continued environmental compliance. The anticipated deliverables of the Dillingham Landfill Improvements Project include the modernization of the landfill's infrastructure and equipment, leading to enhanced operational efficiency and waste management capabilities. Expected outcomes involve improved waste processing through the use of new equipment such as shredders and a glass crusher, which will reduce waste volume and extend the landfill's lifespan. The intended beneficiaries are the residents of Dillingham, who will benefit from a more efficient and environmentally compliant waste management facility. This project also aims to provide sustainable waste management services that adapt to the community's growing needs. No subawards are included in this assistance agreement.

## Administrative Conditions

### NATIONAL ADMINISTRATIVE TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-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>.

#### A. CORRESPONDENCE

Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov).

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: [R10grants@epa.gov](mailto:R10grants@epa.gov).

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: The current assigned Project Officer listed on the first page of the award.

Administrative questions and issues: The current assigned Grants Specialist listed on the first page of the award.

#### B. PRE-AWARD COSTS

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 10/1/2025 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

## Programmatic Conditions

### National Programmatic Terms and Conditions

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>.

#### A. Performance Reporting and Final Performance Report

##### Performance Reports – Content

In accordance with 2 CFR 200, specifically 2 CFR 200.329, the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

##### Performance Reports - Frequency

The recipient agrees to submit **quarterly** performance reports to the EPA Project Officer.

Quarterly reports are due within 30 days after the reporting period (every 3-month period). The quarterly reporting periods for each year of the project are:

April 1 – June 30

July 1 – September 30

October 1 – December 31

January 1 – March 31

The recipient also agrees to submit annual (one year from the award date) performance reports and federal financial reports (SF-425) electronically to the EPA Project Officer within 90 days after the annual

reporting period which includes:

The recipient must submit the final performance report electronically to the EPA Project Office no later than 120 calendar days after the end date of the period of performance.

EPA Project Officers may request additional reporting based on programmatic information needs.

### **Subaward Performance Reporting**

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(e). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(f), 2 CFR 200.208, and 2 CFR 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

### **B. Revised Work Plan and Budget**

Work under this agreement should be completed in accordance with the approved work plan and budget submitted with the initial application and any subsequent revisions. The grantee agrees to comply with 2 CFR 200.308. Any significant change to the work plan, environmental results, or budget after award must be reported to EPA for approval and an amendment must be processed to reflect the revised scope. Changes to an approved budget category (excluding equipment) for less than 10% of the total grant cost, may be approved electronically by the EPA Project Officer, unless requested otherwise.

### **C. 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 or subrecipient under 2 CFR 200.332(e), 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.

#### **D. 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/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **E. Federal Policy and Guidance**

1) The recipient must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

2) The recipient must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement.

3) Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917).

## F. Permits and Other Regulatory Compliance

The recipient agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state, Tribal, or local laws. The recipient must keep documentation regarding necessary permits in the project file. EPA approval of a work plan does not imply nor guarantee that a federal, state, Tribal, or local permit will be issued for a particular activity.

Additionally, the grantee must ensure that project and work activities are being performed in compliance with all local, state, Tribal and Federal regulations in the area of performance.

## G. Procurement Procedures

Recipients must follow applicable procurement procedures as outlined in 2 CFR 200.317-327. If EPA funds are used to purchase goods or services, recipient agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent possible or to provide a written request detailing specific reasons why a sole source justification is appropriate. Approval of a funding agreement does not relieve recipients of their obligations to provide this information.

## H. Equipment Use, Management, and Disposition

Equipment use, management, and disposition instructions are applicable to recipients who have acquired equipment under this award. Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000. At the end of the project period, the recipient will retain ownership of any equipment purchased under this award and may continue to use the equipment for the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by a Federal award. When acquiring replacement equipment, the non-Federal entity may use the equipment as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to EPA, in accordance with 2 CFR 200.313.

## I. 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 Dillingham** 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>

## J. 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](mailto:DURC@epa.gov)) of the institution's determination.

## **K. Substantial Involvement**

EPA will be substantially involved in this agreement. Substantial involvement 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 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.

## **L. National Environmental Policy Act (NEPA)**

### Environmental Standards

The recipient agrees to identify to the awarding agency all impact this award may have on: The quality of the human environment, and provide all information needed for EPA to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) to prepare the required NEPA environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground or other construction activities) until EPA's Project Officer provides written notification of compliance with the environmental impact analysis process under NEPA. EPA NEPA Implementing Procedures at 40 CFR Part 6. Recipient may not expend EPA funds, including any expenditures to meet a cost share obligation, for Construction as defined in 40 CFR 33.103 (“ . . . erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.”) until EPA's Project Officer provides the written notice of compliance with NEPA requirements. This restriction does not apply to pre-construction activities such as community outreach, acquisition of Architectural and Engineering

services, preparation of preliminary specifications, competitive procurement of construction contractors and ordering equipment and supplies.

### Endangered Species Act

The recipient agrees to comply with applicable provisions of the following national policies concerning live organisms:

Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

### National Historic Preservation Act

The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award; and with respect to the award, to provide all the information needed to EPA for EPA's effect determination under Section 106 of NHPA.

### Native American Graves Protection and Repatriation Act

The recipient agrees that it will comply with the following general national policy requirements: 25 USC 3001-3013.

## **M. Federal Cross-cutting Authorities, Policy, and Guidance**

Recipients must comply with Federal cross-cutting requirements as well as other applicable Federal laws. These requirements may include but are not limited to the following:

- **Environmental Authorities:** Archeological and Historic Preservation Act, Pub. L. 93- 291, as amended; Clean Air Act, Pub. L. 95-95, as amended; Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended (including permits required by Section 404); Coastal Barrier Resources Act, Pub. L. 97-348; Coastal Zone Management Act, Pub. L. 92-583, as amended; Endangered Species Act, Pub. L. 93-205, as amended; Environmental Justice, Executive Order 12898; Flood Plain Management, Executive Order 11988, as amended by Executive Order 12148; Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Farmland Protection Policy Act, Pub. L. 97-98; Fish and Wildlife Coordination Act, Pub. L. 85- 624, as amended; Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265; National Environmental Policy Act, Pub. L. 91-190; National Historic Preservation Act, Pub. L. 89-655, as amended; Safe Drinking Water Act, Pub L. 93-523, as amended; Wild and Scenic Rivers Act, Pub. L. 90-54, as amended; Marine Mammal Protection Act (16 U.S.C. §§ 1361-1384); Migratory Bird Treaty Act (16 U.S.C. § 703 et seq.); Native American Graves Protection and Repatriation Act (25 U.S.C. §§ 3001-3013);
- **Economic and Miscellaneous Authorities:** OSHA Worker Health and Safety Standards; Contract Work Hours and Safety Standards Act, Pub. L. 91-54; Debarment and Suspension, Executive Order 12549; Demonstration Cities and Metropolitan Development Act, Pub. L. 89 -754, as amended, and Executive Order 12372; DrugFree Workplace Act, Pub. L. 100-690; Copeland "Anti-kickback" Act, Pub. L. 73-324; Government Neutrality Toward Contractor's Labor

Relations, Executive Order 13202, as amended by Executive Order 13208; New Restrictions on Lobbying, Section 319 of Pub. L. 101-121; Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738; Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended;

- **Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities:** Age Discrimination Act, Pub. L. 94-135; Equal Employment Opportunity, Executive Order 11246; Section 13 of the Clean Water Act, Pub. L. 92-500; Section 504 of the Rehabilitation Act, Pub. L. 93-112, supplemented by Executive Orders 11914 and 11250; Title VI of the Civil Rights Act, Pub. L. 88-352; Under Title VI of the Civil Rights Act, EPA has a responsibility to ensure that federal funds are not being used to subsidize discrimination based on race, color, or national origin. This prohibition against discrimination under Title VI has been a statutory mandate since 1964, and EPA has had Title VI regulations since 1973. EPA's nondiscrimination regulations prohibit recipients of EPA financial assistance from taking actions in their programs or activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.
- **Disadvantaged Business Enterprise Authorities:** EPA's FY 1993 Appropriations Act, Pub. L. 102- 389; Section 129 of the Small Business Administration Reauthorization and Amendment Act, Pub. L. 100-590; Small, Minority and Women Owned Business Enterprises, Executive Orders 11625, 12138 and 12432.

## **N. Health and Safety Training**

The recipient agrees that all staff, contractors, or subrecipients involved in construction, dismantling, hazardous material management, and demolition work will take or show evidence of having taken safety training. Equipment operators and laborers employed under this grant must have or receive appropriate training on the equipment used or purchased under this grant, and on the safe handling of wastes.

**END OF DOCUMENT**