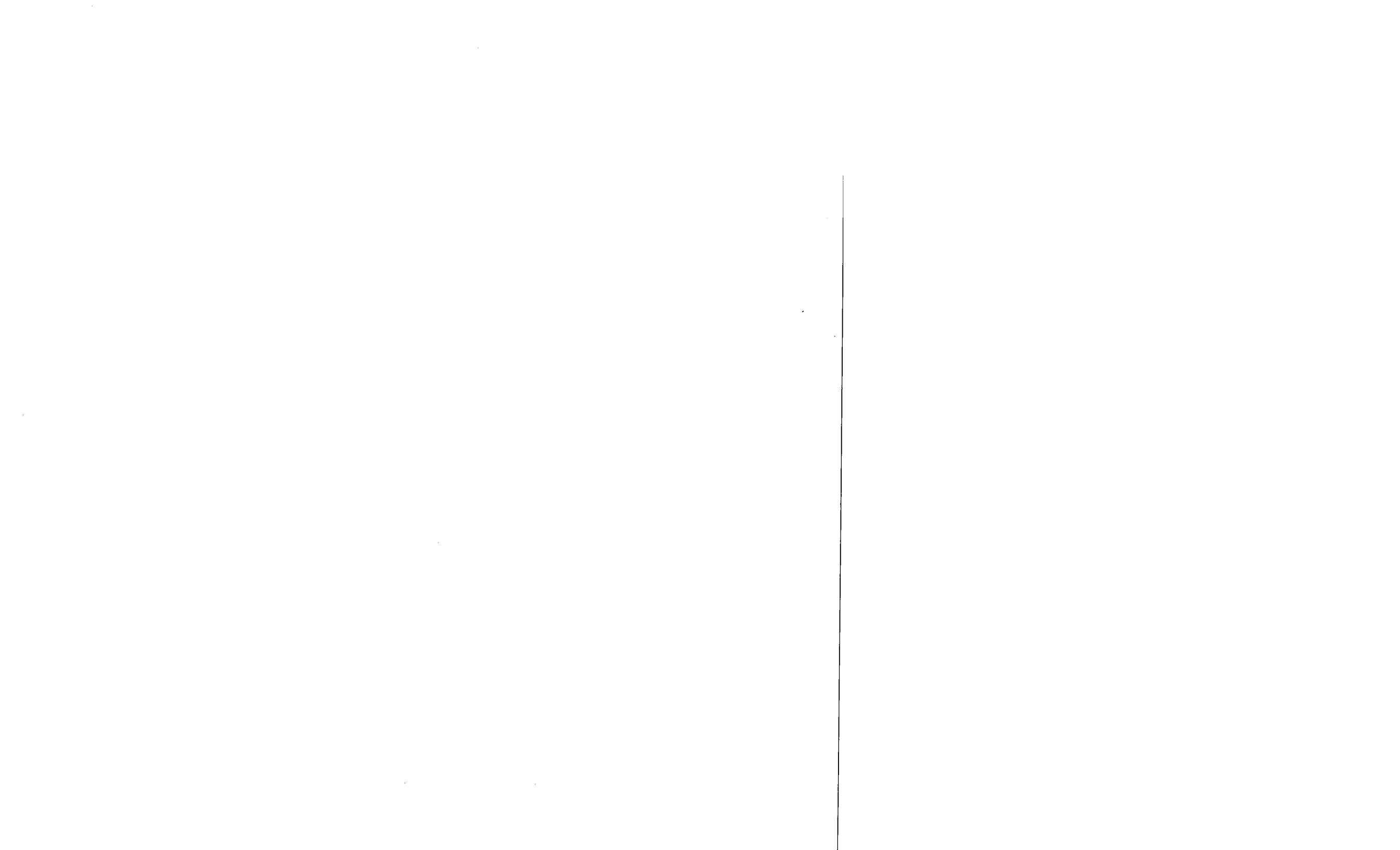


 <p>U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment</p>	GRANT NUMBER (FAIN): 00E01060 MODIFICATION NUMBER: 1 PROGRAM CODE: BF		DATE OF AWARD 10/07/2015
	TYPE OF ACTION No Cost Amendment		MAILING DATE 10/07/2015
	PAYMENT METHOD: ASAP		ACH# 50850
	RECIPIENT TYPE: Special District		Send Payment Request to: Las Vegas Financial Center
RECIPIENT: Lorain Port Authority 611 Broadway Lorain, OH 44052 EIN: 34-0943456		PAYEE: Lorain Port Authority 611 Broadway Lorain, OH 44052	
PROJECT MANAGER Richard Novak 611 Broadway Lorain, OH 44052 E-Mail: enovak@lorainportauthority.com Phone: 440-204-2269	EPA PROJECT OFFICER BRAD STIMPLE 77 West Jackson Blvd., ME-W Chicago, IL 60604-3507 E-Mail: Stimple.Brad@epa.gov Phone: 440-250-1717	EPA GRANT SPECIALIST Mirchell Phillips Assistance Section, MC-10J E-Mail: Phillips.Mirchell@epamail.epa.gov Phone: 312-886-5265	
PROJECT TITLE AND EXPLANATION OF CHANGES BROWNFIELD HAZARDOUS SUBSTANCE AND PETROLEUM ASSESSMENT COOPERATIVE AGREEMENT This project provides funding for the Lorain Port Authority to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in the Port Authority area. Funds will also be used for public outreach and community involvement/public participation processes. This is a non-monetary amendment to extend the grant until September 30, 2016. This amendment approves a extension that will allow Lorain Port Authority to continue current project work and newly identified Brownfields site assessment work that will benefit the recipient. Time Extension (Amendment);			
BUDGET PERIOD 10/01/2012 - 09/30/2016	PROJECT PERIOD 10/01/2012 - 09/30/2016	TOTAL BUDGET PERIOD COST \$400,000.00	TOTAL PROJECT PERIOD COST \$400,000.00
NOTICE OF AWARD Based on your Application dated 08/05/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. 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.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5 Superfund Division 77 West Jackson Blvd., S-6J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Sharon Green - Chief, Assistance Section			DATE 10/07/2015



Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$4,000
2. Fringe Benefits	\$0
3. Travel	\$3,000
4. Equipment	\$0
5. Supplies	\$3,000
6. Contractual	\$390,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$400,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$400,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$400,000

Administrative Conditions

THE FOLLOWING TERMS AND CONDITION SUPERSEDES PRIOR TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at : http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as 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 : <http://www.epa.gov/ogd/tc.htm>.

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements , contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the OHIO ENVIRONMENTAL PROTECTION AGENCY as follows:

MBE: CONSTRUCTION 0.6%; SUPPLIES 0.2%; SERVICES 0.2%; EQUIPMENT 0.2%
WBE: CONSTRUCTION 0.3%; SUPPLIES 0.3%; SERVICES 0.3%; EQUIPMENT 0.3%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as OHIO ENVIRONMENTAL PROTECTION AGENCY.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

UNLIQUIDATED OBLIGATIONS - INTERIM FFR

Submission of Interim Federal Financial Reports

Pursuant to 2 CFR 200.327 and 2 CFR 200.343(a), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 9/30.

Las Vegas, NV 89119

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

A courtesy copy of the interim FFR can be submitted to the Grants Management Office using one of the following options: email the Grants Specialist listed on the award or send to us in the mail at U.S. EPA - Region 5, 77 W. Jackson Blvd., MC-10J, Chicago, IL 60604. All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot and will not be accepted.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

Programmatic Conditions

THE FOLLOWING TERMS AND CONDITIONS HAVE BEEN ADDED :

CYBERSECURITY - ALL OTHER RECIPIENTS BESIDES STATES & TRIBES

(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

Subparts A/B and 40 CFR Part 35, Subparts K and L)

Performance Reports:

The recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.