

**Subgrantee Agreement-#1-City of Overland Park, Kansas  
Johnson County Regional Diesel Engine Upgrade Project  
American Recovery and Reinvestment Act (ARRA) of 2009 Funding for the  
National Clean Diesel Grant Program through the  
U.S. Environmental Protection Agency (EPA) - Region VII**

The following Subgrantee Agreement, dated September 1, 2009, by and between the undersigned named Subgrantee (“Subgrantee” or “Subrecipient”), and Johnson County, Kansas (“County”), and subject to the terms and conditions herein contained, is for funding assistance under the American Recovery and Reinvestment Act (“ARRA”) of 2009 for the National Clean Diesel Grant Program provided by the U.S. Environmental Protection Agency (“EPA”) – Region VII, to upgrade diesel equipment, as outlined below, within the Subgrantee’s vehicle fleet (“Project”).

As a part of the Johnson County Regional Diesel Engine Upgrade Project and subject to the availability of funding, a total of \$92,000 is awarded to Subgrantee as follows.

- \$18,000 to purchase 9 Diesel Oxidation Catalysts + Closed Crankcase Ventilation
- \$82,000 to purchase 2 Vehicle replacements

Subgrantee agrees to provide a total of \$246,000 for the required cost-sharing as follows:

- \$ 0.00 for 9 Diesel Oxidation Catalysts
- \$246,000 for 2 Vehicle Replacements

**Subgrantee Primary Contact:**

Name: Mr. John Alden  
Address: 11300 West 91<sup>st</sup> Street, Overland Park, Kansas 66214-1714  
Phone: 913-327-6657  
Email: john.alden@opkansas.org

**County Grant Project Manager and Contact Information:**

Name: Jennifer Logan  
Address: 11811 S. Sunset, Suite 2700, Olathe, Kansas 66061  
Phone: 913-715-6926  
Email: jennifer.logan@jocogov.org

## Equipment

The following equipment is agreed upon by the County and the Subgrantee as the only equipment subject to improvement under the terms of this Subgrantee Agreement.

Vehicle Type	Target Fleet	Vehicle Class	Count	Engine Make	Engine Model	Engine Year	Retrofit Year	Technology
On Highway	Other	Class 8A	1	Caterpillar	3126	1997	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	1999	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	1999	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	1999	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	2000	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	2000	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	2000	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	2000	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	Caterpillar	3126	2001	2010	Diesel Particulant Filter
On Highway	Other	Class 8A	1	International	DT466	1996	2010	Replacment
On Highway	Other	Class 8A	1	Caterpillar	3126	1997	2010	Replacment

## Payments

The County will post bid openings for all equipment described in this Subgrantee Agreement, unless otherwise agreed upon by both the County and the Subgrantee. All bids will be posted for review for at least 30 days. Competition for the bid awards will be completed in a fair and open process, in accordance with 40 CFR, Part 31. The County will award contracts based on cost analysis and in accordance with Subpart B, Section 210 of OMB Circular A-133. Bid language for procurement will include the requirement that vendors must prepare separate invoices for work done; and direct those invoices to the entity responsible for the procurement cost; that is, in the case of a new vehicle, the vendor will invoice the County no more than 25% of the total cost of the vehicle, including transportation. The remaining 75% of the total costs for the new vehicle will be invoiced to the Subgrantee. For new engines and repowers, the vendor will invoice the County no more than 75% of the costs, including parts and labor. For retrofits and engine rebuild kits, the vendor will invoice the County no more than 100% of the equipment and installation. Parts needed to redesign the vehicle to accept the retrofit equipment and its auxiliary equipment will be invoiced to the Subgrantee. The County will pay all the costs it is

responsible for promptly, and subsequently seek reimbursement from EPA through the process agreed upon by EPA and the County.

## **Project Plan**

### **Project Period:**

The Project Period for this Subgrantee Agreement is from September 1, 2009, through September 30, 2010.

### **Project Narrative:**

All activities being implemented through this Subgrantee Agreement are being done voluntarily and are not mandated by federal, state or local law.

### **Work Plan:**

The Subgrantee's tasks and their applicable completion dates during this Project are outlined below.

**Task 1:** Provide to the County's Environmental Department an accurate inventory of diesel equipment to receive upgrades as agreed upon by the County and Subgrantee. The inventory must include vehicle type (off/on road), common name of vehicle (dump truck, sweeper), model number for engine and vehicle, engine and vehicle manufacturer and year. **Due Date: November 30, 2009**

**Task 2:** Provide to the County's Environmental Department a list of vendors and their contact information who the Subgrantee has worked with satisfactorily in the past that might be able to handle the type of diesel engine improvements described in this Subgrantee Agreement. **Due Date: November 30, 2009.**

**Task 3:** Agree to allow the County to accept bids for the equipment improvements, including equipment purchase and installation, from vendors to install diesel engine upgrades on the Subgrantee's vehicles listed in its **Task #1** inventory. **Due Date: December 31, 2009.**

**Task 4:** Provide to the County's Environmental Department the individual specifications on all vehicles that are to be retrofitted and the specifications for the replacement vehicles, engines, and/or engine upgrade kits needed for vehicle improvements. **Due Date: November 30, 2009.**

**Task 5:** The Subgrantee will not change or install any diesel equipment upgrades with the funding provided through this Subgrantee Agreement other than those outlined under this Subgrantee Agreement.

**Task 6:** The Subgrantee will work with the vendor recommended for award and selected by the County to acquire and install the diesel engine improvement upgrades.

**Task 7:** The Subgrantee will provide to the County's Environmental Department staff information that might hinder or improve the outcome of this Subgrantee Agreement as soon as possible. Examples of such information may be suggested work additions or equipment changes, made by the contractor, but not approved by Johnson County Environmental Department.

**Task 8:** For all engine or vehicle replacements, the Subgrantee agrees that once the new equipment is functioning, the old equipment will be scrapped with a hole drilled through the engine block and manifold. If the equipment is retained by the Subgrantee or donated to a third party, then the final recipient of the equipment must either cut the vehicle chassis in half, or provide a written agreement that the equipment will not be operated or sold to a consumer that will use it in the future. Before and after pictures sent to the County's Environmental Department are required of scrapped equipment. Other scrapping methods may be considered but not without prior authorization from the County's Environmental Department. Vehicles being scrapped must be done so within 30 days of the receipt of the new vehicle arrival. Once vehicles/engines are scrapped, they may be sold for parts or scrap metal. Any monetary gain from the scrap page must be reported to the County's Environmental Department, and declared as program income, and might be deducted from the funding amount awarded to the Subgrantee hereunder.

**Task 9:** The Subgrantee will provide to the County's Environmental Department staff quarterly reports on a form provided by Johnson County that includes accomplishments and activities for the quarter and year-to-date totals of:

- Number and types of diesel equipment delivered to the Subgrantee
- Number and types of diesel equipment installations completed
- Problems associated with the delivery and installation process
- Any jobs retained or created as a result of the diesel engine improvements of this Subgrantee Agreement (administrative, programmatic, or fiscal)
- Number of man-hours associated with the implementation of this Subgrantee Agreement (administrative, programmatic or fiscal).
- Any vehicle or engine scrapped for replacement, and the manner of scrapping
- Photos of vehicle/engine scrapping, dated and with name of photographer, and location of equipment's disposal.

**Reporting Due dates: January 5, 2010; April 5, 2010; July 5, 2010; October 5, 2010.**

**Task 10:** A final report is due to the County's Environmental Department that includes all accomplishments and activities associated with this Subgrantee Agreement. **Due date: November 1, 2010**

**Task 11:** In any promotional activities (press releases, press conferences, etc.), the Subgrantee will include references to the benefits of this Subgrantee Agreement as being made possible by funding through the American Recovery and Reinvestment Act of 2009.

## **Federal Subgrant Terms and Conditions**

These terms and conditions highlight requirements which are especially pertinent to federal subgrants using American Recovery and Reinvestment Act funds. These terms and conditions do not set out all the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all the requirements applicable to this subgrant award. These terms and conditions do not replace the general terms and conditions or other terms and conditions as they apply to the subgrant award. These terms and conditions are to be followed in addition to all other terms and conditions.

### **Program Reporting Requirements and Certification**

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparalleled scrutiny, with specific distribution and reporting requirements by the federal government and the County under this Subgrantee Agreement.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds hereunder that each Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the County for compliance with ARRA and other related federal and state laws. Further, it is understood that this Subgrantee Agreement is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of

Management and Budget (OMB) or other federal agencies. Each Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with all such requirements as published at any time during the Project Period in order to allow for the accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the County must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning **October 10, 2009**. Accordingly, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall submit the following information in a timely manner to the Environmental Department of the County, no later than the fifth day after the end of each calendar quarter, beginning on **January 5, 2010**:

- (1) The total amount of ARRA funds the Subrecipient received from the County and the amount of matching funds contributed by the Subrecipient;
- (2) The number and type of equipment technologies received from vendors for installation into fleet vehicles;
- (3) The number of installations of each type of diesel technology upgrades performed during the quarter and cumulative and the vendors' names and locations.
- (4) A description of any other activities for which ARRA funds were expended or obligated, including:
  - the name of the project or activity;
  - a description of the project or activity;
  - an evaluation of the completion status of the project or activity;
  - an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- (5) A 2008 amendment to the Transparency Act called the "Government Funding Transparency Act of 2008" (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall report required information under the Transparency Act, including, but not limited to:
  - The name of the entity receiving the award;
  - The amount of the award;
  - The transaction type;
  - The funding agency;
  - The Catalog of Federal Domestic Assistance number;
  - The program source;

- The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;
- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
- A unique identifier of the entity receiving the award;
- A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
- The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

### **Whistleblower Protection**

In accordance with ARRA, §1553, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the state or federal regulatory or law enforcement agency, or any representative thereof, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall post notice of the rights and remedies provided in ARRA, §1553.

### **Inspection of Documents**

In accordance with ARRA, §§902, 1514 and 1515, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will cooperate with any representative of the Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this Subgrantee Agreement, and agrees that it and its personnel can be interviewed by said entities regarding this Subgrantee Agreement and

related Project. Such right of inspection and examination of subject records and transactions shall extend to authorize representatives of the County.

### **Additional Restrictions of ARRA Funds**

In accordance with ARRA, §1604, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures.

In accordance with ARRA, §1609, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended (42 U.S.C. 4371, *et seq.*). The Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the Subrecipient assures that it, as well as its subrecipients, if required by future OMB guidance, shall register in the Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov), and maintain current registration at all time during the pendency of this Subgrantee Agreement. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See [www.dnb.com](http://www.dnb.com).

### **Employment of Unauthorized Aliens Prohibited**

The Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

### **Enforceability**

If the Subrecipient, or one of its subrecipients, fails to comply with all applicable federal and state requirements governing these funds, the County may withhold or suspend, in whole or in part, funds awarded under this Subgrantee Agreement, or recover misspent funds following an audit.



## **Publication of Confidential Information**

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

“Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, the County shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government’s right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement may be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.”

## **False Claims Act**

The Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall promptly refer to the County, or other appropriate state or federal enforcement Agency, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

## **Recovery Act Logo**

This Project receives funding under the American Recovery and Reinvestment Act (ARRA) of 2009 (Recovery Act) and the Subrecipient assures that it, as well as its subrecipients or loan recipients if required by future OMB guidance, must display the Recovery Act Logo in a manner that informs the public that the Project is a Recovery Act investment. The ARRA logo may be obtained from the DOE/EPA grants office listed in this award document. If DOE/EPA logo is displayed along with the Recovery Act logo and logos of other participating entities, the DOE/EPA logo must not be displayed in a manner that implies that DOE/EPA itself is conducting the Project. Instead, the DOE/EPA logo must be accompanied with a statement indicating that the grantee, subgrantee or loan recipient received financial assistance from DOE/EPA for the Project.

## **Publications and Public Relation Events**

All publications which are intended for distribution and are financed, wholly or in part, by ARRA funds, must contain the following verbiage: Funds are made possible through the American Recovery and Reinvestment Act and the Johnson County, Kansas, Regional Diesel Engine Improvements Project, administered by the Environmental Department of Johnson County, Kansas, in Olathe, Kansas.

The Subrecipient assures that it will submit to the County a copy of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The Subrecipient shall not print or distribute any publication until receiving written approval by the grant manager.

The Subrecipient assures that it will notify the County five (5) business days in advance of all public relations events related to ARRA-funded activities whereby the public and/or media is invited to participate and provide opportunity for involvement.

## **EPA Cooperative Agreement Acknowledged**

The County and Subgrantee acknowledge that the ARRA funding assistance made available to the Subgrantee under this Subgrantee Agreement is being provided through the County under a Cooperative Agreement (with a date of award of July 9, 2009) by and between the U.S. Environmental Protection Agency and the Johnson County Environmental Department, and is subject to the administrative and programmatic conditions of the said EPA Cooperative Agreement.

The County and Subgrantee agree that the conditions of the said EPA Cooperative Agreement, which is attached hereto as **Exhibit A** and incorporated herein by reference, shall be made a part of this Subgrantee Agreement and to such extent shall further define the responsibilities and obligations of each of the parties as recipients of ARRA funding assistance under this Subgrantee Agreement and the American Recovery and Reinvestment Act of 2009.

## **General Terms and Conditions**

### **Indemnity**

Subject to the terms and conditions of the Kansas Tort Claims Act (KTCA), including but not limited to the exceptions and maximum liability provisions, the Subgrantee shall defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against all claims, losses and liabilities arising out of personal injury, including death, and damage to property arising out of or in any way connected with any negligent acts or omissions of Subgrantee under this Subgrantee Agreement, whether such operations be by the Subgrantee or by any subcontractor or anyone directly or indirectly employed by the Subgrantee. The Subgrantee shall also, subject to the KTCA, defend, indemnify, and hold harmless the County,

its officers, employees, and agents free and harmless from and against any claims arising out of the award of this Subgrantee Agreement to the Subgrantee.

### **Termination of Convenience**

- A.** The County or the Subgrantee may terminate this Subgrantee Agreement in whole, or in part, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditures of funds.
- B.** The County and Subgrantee shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C.** The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

### **Termination for Cause - Suspension of Payments or Agreement**

If the County determines that the Subgrantee has violated or failed to comply with any of the covenants, conditions, agreements or stipulations of this Subgrantee Agreement, the County shall promptly notify the Subgrantee in writing of the determination and may, at its option, take the following action:

- A.** Terminate this Subgrantee Agreement by including in the notice the reasons for the termination, together with the effective date;
- B.** Suspend payments under this Subgrantee Agreement by including in the notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments;
- C.** Suspend this Subgrantee Agreement by including in the notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Subgrantee Agreement. In such event, the County shall incur no financial liability under this Subgrantee Agreement or otherwise at law for any performance rendered during the suspension period.

The action of the County in suspending payments or this Subgrantee Agreement or in terminating this Subgrantee Agreement shall not constitute a waiver of any claim or remedy which the County may otherwise have arising out of this Subgrantee Agreement.

### **Assignment**

The Subgrantee's rights, obligations, and duties under this Subgrantee Agreement shall not be assigned or transferred, in whole or in part, without prior written agreement by the County.

**Amendment**

This Subgrantee Agreement may be amended only by written instrument, signed by both the County and the Subgrantee.

**Venue**

This Subgrantee Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Kansas. Should any part of this Subgrantee Agreement be adjudicated, venue shall be proper only in the District Court of Johnson County, Kansas.

**Entire Agreement**

This Subgrantee Agreement represents the entire and integrated agreement between the County and the Subgrantee regarding the subject matter hereunder and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding the same.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Agreement to be executed by their respective and duly authorized representatives.

COUNTY:

SUBGRANTEE:

Johnson County, Kansas

City of Overland Park

\_\_\_\_\_  
Printed name          Date

\_\_\_\_\_  
Carl Gerlach          Date  
Mayor

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Marian Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tammy M. Owens  
Senior Assistant City Attorney

**EXHIBIT A**

**Cooperative Agreement Between the U.S. Environmental Protection Agency and the  
Johnson County Environmental Department**

*(Attached)*



# U.S. ENVIRONMENTAL PROTECTION AGENCY

## Assistance Amendment

**ASSISTANCE ID NO.**

PRG	DOC ID	AMEND#
2A -	97707101	- 1

**DATE OF AWARD**  
10/27/2009

**TYPE OF ACTION**

No Cost Amendment

**MAILING DATE**  
10/27/2009

**PAYMENT METHOD:**

ACH

**ACH#**  
77841

**RECIPIENT TYPE:**

County

**Send Payment Request to:**

U.S. Environmental Protection Agency - Las Vegas Finance Center  
P.O. Box 98515, Las Vegas, NV 89193-8515  
Phone Contact: 702-798-2411, FAX: 702-798-2423

**RECIPIENT:**

Johnson County Environmental Department  
11811 S. Sunset, Suite 2700  
Olathe, KS 66061-7062  
EIN: 48-6034760

**PAYEE:**

Same as Recipient  
11811 S. Sunset, Suite 2700  
Olathe, KS 66061-7062

**PROJECT MANAGER**

Jennifer Logan  
11811 S. Sunset, Suite 2700  
Olathe, KS 66061-7062  
E-Mail: jennifer.logan@jocogov.org  
Phone: 913-715-6926

**EPA PROJECT OFFICER**

Robert Dye  
901 North Fifth Street, AWMD/APDB  
Kansas City, KS 66101  
E-Mail: Dye.Robert@epamail.epa.gov  
Phone: 913-551-7605

**EPA GRANT SPECIALIST**

Robert Bukaty  
Grants Management Office, PLMG/RFMB/GRMS  
E-Mail: Bukaty.Robert@epamail.epa.gov  
Phone: 913-551-7846

**PROJECT TITLE AND EXPLANATION OF CHANGES**

American Recovery and Reinvestment Funding for the National Clean Diesel Grant Program

This Amendment updates the American Recovery and Reinvestment Act terms and conditions of the award. Administrative Conditions number 6 and 8, and Programmatic Conditions number 3 and 12, are revised.

**BUDGET PERIOD**

06/01/2009 - 09/30/2010

**PROJECT PERIOD**

06/01/2009 - 09/30/2010

**TOTAL BUDGET PERIOD COST**

\$1,817,106.00

**TOTAL PROJECT PERIOD COST**

\$1,817,106.00

### NOTICE OF AWARD

Based on your application dated 04/27/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$0. EPA agrees to cost-share 55.03% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

**ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)**
**ORGANIZATION / ADDRESS**

Grants Management Office  
901 North Fifth Street  
Kansas City, KS 66101

**AWARD APPROVAL OFFICE**
**ORGANIZATION / ADDRESS**

U.S. EPA, Region 7  
Air and Waste Management Division  
901 North Fifth Street  
Kansas City, KS 66101

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**
**SIGNATURE OF AWARD OFFICIAL**

Digital signature applied by EPA Award Official

**TYPED NAME AND TITLE**

Robert Bukaty, Grants Management Specialist

**DATE**

10/27/2009

### AFFIRMATION OF AWARD

**BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION**
**SIGNATURE**
**TYPED NAME AND TITLE**

Annabeth Surbaugh, Chair of the Johnson County Board of Commissioners

**DATE**





## Administrative Conditions

Administrative Conditions are hereby amended to delete conditions number 6 and 8, and insert the following in lieu thereof:

### 6. FINANCIAL STATUS REPORTS/GRANT CLOSEOUT

#### A) Interim Federal Financial Reports (FFR)

An Interim Federal Financial Report (FFR-SF425) is to be submitted to the Las Vegas Finance Center within 90 days after the end of the quarter of the anniversary of the project period start date. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31. Interim FFRs should be submitted to: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193 or by Fax to: 702-798-2423.

#### B) Final Federal Financial Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report – also called the SF425 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Please note that these reports are required by EPA grant regulations (see 40 Code of Federal Regulations §31.41(c)). Completed SF425s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report.

#### C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR. At that time, the recipient must submit the following forms/reports to the EPA Grants Management Office if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

### 8. SUBAWARD POLICY

Recipient agrees to follow applicable sub-grant procedures in accordance with 40 CFR Part 30, or Part 31, as appropriate. Subgrants/subawards do not have to be competed; however, successful applicants cannot use subgrants/subawards to avoid requirements in EPA regulations for competitive procurement by using subgrants/subawards to acquire commercial services or products from for-profit organizations.

Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

- a) to establish all sub-award agreements in writing;
- b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);
- c) to ensure that any sub-award(s) comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;
- d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award costs are necessary, reasonable, and allocable;
- e) to ensure that any sub-award(s) to 501(c)(4) organizations do not involve lobbying activities;
- f) to monitor the performance of the sub-recipient(s) and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined

in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:

<http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:

<http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

#### **Non-profit Subrecipients:**

Subrecipients that are non-profit organizations are subject to the provisions of regulations in 40 CFR Part 30, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations."

#### **State and Local Government Subrecipients:**

State and local government sub-recipients are subject to the provisions of regulations in 40 CFR Part 31, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

#### **For-profit Subrecipients:**

Recipient shall utilize terms and conditions in all subgrants to for-profit sub-recipients that apply the following regulations to for-profit sub-recipients: 40 CFR Sections 30.2, 30.13, 30.14, 30.16, 30.17, 30.18, 30.20, 30.23, 30.25, 30.26(d), 30.28, 30.31, 30.34, 30.35, 30.36, 30.37, 30.40-47, 30.51, 30.53, 30.61, 30.62. For the purposes of applying the listed regulations to for-profit sub-recipients, the Recipient shall perform the functions that the regulations provide will be performed by EPA.

Recipient shall establish a procedure for resolving disputes with for-profit sub-recipients.

Recipient shall not reimburse a for-profit sub-recipient until receipt of documentation that the subrecipient has incurred eligible and allowable costs.

Recipient shall obtain a final report detailing how the subrecipient expended funds in a format prescribed by the Recipient.

Recipient shall ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations.

Recipient shall ensure that subrecipients are aware of requirements imposed upon them by Federal statutes and regulations.

**ALL OTHER ADMINISTRATIVE CONDITIONS REMAIN THE SAME**

## **Programmatic Conditions**

Programmatic Conditions are hereby amended to delete conditions number 3 and 12, and insert the following in lieu thereof:

### **3. Quarterly Reporting and Environmental Results**

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made regarding achieving the work plan goals. In general, quarterly reports will include summary information on technical progress, planned activities for next quarter and expenditures. Award recipients will be provided with additional information and guidance on reporting performance measures and project progress, including those related to the Recovery Act, and a schedule for submission of quarterly reports, after award. Recipient agrees to comply with Division A, Title XV, Subtitle A, §1512 of the Recovery Act (section 1512) and any other regulations or guidance related to the reporting requirements of section 1512 of the Recovery Act issued by the OMB or EPA.

The first reporting period begins at the project start date.

Reporting Period: July 1 – September 30

Reporting Period: October 1 – December 31

Reporting Period: January 1 – March 31

Reporting Period: April 1 – June 30

This quarterly reporting schedule shall be repeated for the duration of the award agreement.

### **12. Equipment Disposition**

Equipment is defined as tangible non-expendable personal property including exempt property charged directly to the award having a useful life or more than one year and an acquisition cost of \$5,000 or more per unit. Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the equipment acquired under this assistance agreement will be subject to the property disposition regulations at 40 CFR 30.34 or 40 CFR 31.32, as applicable. Specifically, the Recipient is instructed to continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired for the remainder of its useful life, whether or not the project or program continues to be supported by federal funds and shall not encumber the equipment without approval of EPA.

If a vehicle, engine or nonroad equipment on which a verified or certified technology meeting the definition of equipment is installed reaches the end of its useful life, and the verified or certified technology has a remaining useful life of more than one year, the Recipient is instructed to use the verified or certified technology on another eligible vehicle, engine or nonroad equipment equivalent to the vehicle, engine or nonroad equipment on which it was originally installed and to continue to use the verified or certified technology for its original purpose until the end of its useful life.

Please be advised that these disposition instructions are applicable to assistance agreement recipients and any other third-party recipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired under assistance agreements in accordance with State laws and procedures.

**ALL OTHER PROGRAMMATIC CONDITIONS REMAIN THE SAME**

**Johnson County Regional Diesel Retrofit Quarterly Reporting Form  
National Clean Diesel Funding Assistance Program Reporting Spreadsheet  
Exhibit B**

**Grant Recipient**

Reporting Contact	Name	Phone	email

Reporting Period (2010)	5-Apr	5-Jul	5-Oct	Final

**Table 1. Rate of Expenditure. Please record all expenses incurred during the reporting period for each budget category.**

	Federal Funds	Source of Cost-Share	Additional Leveraged Funds	Source of Leveraged Funds
Equipment				
Other				
<b>TOTALS</b>				

**Table 2. Purchases and Installations**

Number of:	This Reporting Period	Cumulative to Date	Remaining for Project
**Vehicles Purchased			
Vehicles Scrapped			
**Nonroad Equipment Purchased			
Nonroad Equipment Scrapped			

Number of:	This Reporting Period	Cumulative to Date	Remaining for Project
**Engines Installed (Repower)			
Engines Scrapped			
Retrofit Technologies Purchased			
**Retrofit Technologies Installed			
Engine Upgrades Purchased			
**Engine Upgrades Installed			
Idle Reduct. Technologies Purchased			
**Idle Reduction Tech. Installed			
Tires/Aerodynamic Tech. Purchased			
**Tires/Aerodynamic Tech. Installed			
Fuel Purchased (gallons)			

**Table 3. Fleet Information. Record the specific fleet information for those items in Table 2 that are marked with "\*\*\*" and that have an entry in the "This Reporting Period" column . Insert additional rows into Table 3, as needed.**

Existing Vehicle Information			Replacement or Technology Information			
Target Fleet	Vehicle Type	Serial # or VIN	Emission Reduction Strategy Implemented	Make/Model	Serial # or VIN	Cost

**Table 4. Narrative Responses**

Question	Answer
Where was the technology purchased?	
Who performed the installation?	
List any public relations events your organization supported regarding this grant that took place during the reporting period.	
Are any websites or other tools being used by your organization to relay information about this grant to the public?	
Were there problems with the customer service or workmanship of the installations or equipment purchased during this project?	
If your organization handled its own bidding, did you comply with all federal requirements outlined in your contract?	
If scrappage occurred, explain handling of old equipment, including any revenue received.	