

1 **Section 3.** The City Manager and appropriate City officials are authorized to take all actions
2 necessary to carry out the intent of this resolution and to comply with the requirements of the grant
3 agreement.

4 **Section 4.** Funds received through this grant shall remain available for expenditure through August
5 31, 2029, in accordance with the terms and conditions of the agreement.

6 **Section 5.** This Resolution shall be in full force and effect from and after its adoption.

7 **ADOPTED: April 7, 2026**

8 **ATTEST:**

APPROVED:

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10 _____

11 **Allison Segars, City Clerk**

Frank Scott, Jr., Mayor

12 **APPROVED AS TO FORM:**

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15 **Thomas M. Carpenter, City Attorney**

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EXHIBIT A

**SUBRECIPIENT AGREEMENT
Between
City of Little Rock Zoo (Zoo)
and
Metroplan
ENVIRONMENTAL PROTECTION AGENCY
CLIMATE POLLUTION REDUCTION GRANT**

This Subrecipient Agreement (“Agreement”) is entered into on this ____ day of March 2026 between **Metroplan** (the "Pass-through Entity" or “Metroplan”), and the City of Little Rock Zoo

Relative to

Implementation of Land Restoration Program as described in *Attachment A: Scope of Work/Deliverables* attached hereto (hereafter referred to separately as a “Project” and, collectively, as the “Projects”).

Recitals

WHEREAS, Metroplan is the recipient of a United States Environmental Protection Agency (EPA) award entitled the Climate Pollution Reduction Grant (CPRG), which EPA provided for the planning and development of ambitious climate action and air pollution reduction plans and to implement measures from those plans, and for which the Subrecipient’s match is 0%; and

WHEREAS, the projects to be implemented pursuant to the terms of this Agreement were recommended and applied for by the Innovation Tri-Region Coalition, which is comprised of Metroplan, NWARPC, and the City of Fort Smith; and

WHEREAS, the Subrecipient has agreed to complete the Projects in accordance with this Agreement; and

WHEREAS, the Subrecipient hereto accepts the specific responsibilities listed in this Agreement to ensure the funding and completion of the Project; and

WHEREAS, the Subrecipient has obtained all necessary approvals and authorizations to execute, deliver and perform this Agreement and to implement and complete the Projects; and

WHEREAS, Metroplan will serve as the Pass-through Entity (grant administrator) for the federal dollars provided by CPRG funds and will report the progress and budget narrative to the CPRG Project Office; and

WHEREAS, the Subrecipient has no knowledge of any legal impediments to the completion of the Projects.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, Metroplan and the Subrecipient agree as follows:

Subrecipient’s Initials: _____

AGREEMENT

- Section 1. General Information**
- Section 2. Federal Requirements**
- Section 3. Pass-through Entity Requirements**
- Section 4. Subrecipient Requirements**
- Section 5. Lead Agency and Project Manager Requirements**
- Section 6. Land Restoration**
- Section 7. Metroplan Responsibilities**
- Section 8. Zoo Responsibilities**

SIGNATURES

ADDENDA

- Attachment A. Scope of Work / Deliverables**
- Attachment B. Approved Budget**
- Attachment C. Monitoring Plan**
- Attachment D. Flow Down Provisions**
- Attachment E. ACORN Memo**
- Attachment F. ACORN Declaration**
- Attachment G. Equal Employment Opportunity Certification Form**
- Attachment H. Certification Regarding Lobbying**
- Attachment I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**
- Attachment J. Lead Agency Form (LPA-005)**
- Attachment K. EPA Grant Agreement (02F75801)**

Subrecipient's Initials: _____

Section 1. General Information (see § 200.332)

**1. INFORMATION REQUIRED BY THE UNIFORM GRANT GUIDANCE (UGG)
2 CFR §200.332:**

- a) **Subrecipient Name** (must match the name associated with its Unique Entity Identifier):
City of Little Rock Zoo

 - b) **Subrecipient's Unique Entity Identifier (formerly known as DUNS number):**
City of Little Rock Zoo UEI: _____

 - c) **Federal Award Identification Number (FAIN):**
02F75801

 - d) **EPA Award Date:**
October 16, 2024

 - e) **Subaward Period of Performance Start and End Date:**
Subaward period of performance shall begin on March ____, 2026 and end on August 31, 2029.

 - f) **Total Amount of Federal Funds Obligated Under the Initial Subaward:**
\$306,671.00

 - g) **Total Amount of Federal Funds Obligated to the Subrecipient:**
\$306,671.00

 - h) **Name of Federal Awarding Agency and Contact Information:**
U.S. EPA, Region 6, Grants Management Section
ATTN: Mandeep Singh, EPA Project Officer
1201 Elm Street, Suite 500, ARDPM
Dallas, TX 75270-2102
Telephone: (800) 887-6063
Website: <https://www.epa.gov/>
- Contact Information for Metroplan:**
Metroplan/Casey Covington
ATTN: Leesa Freasier
501 W Markham, Ste B
Little Rock, AR 72201-1409
Telephone: (501) 372-3300
Website: <https://metroplan.org/>

Subrecipient's Initials: _____

Contact Information for the Subrecipient:

Little Rock Zoo
ATTN: Melissa Schock
Address: 1 Zoo Drive
Little Rock, AR 72205
Telephone: (501) 661-7200
Email: mschock@littlerock.gov

- i) **Assistance Listings Number (formerly known as the CFDA#) and Title:**
#66.046 – Climate Pollution Reduction Grants
See <https://sam.gov/fal/6ccff3d73583450ba88ecef4bee21212/view>
- j) This subaward is a program grant and not for Research and Development.
- a) **Indirect Cost Rate:** 0% of indirect cost will be claimed for this agreement.

Section 2. Federal Law and Compliance Requirements

COMPLIANCE WITH APPLICABLE LAWS: The Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under EPA Region 6 Federal Award Identification Number (FAIN) 02F75801. The term “federal, state, and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state, and local laws” shall include, without limitation:

- a. Federal Requirements:
 - i. **Authorizing Program Statute.** This grant was created by Section 60114 of the Inflation Reduction Act, Climate Pollution Reduction Grants, 42 U.S. Code § 7437 (or Public Law 117–169, title VI, Aug. 16, 2022, 136 Stat. 2076), which amended the Clean Air Act (CAA) by creating Section 137 for Greenhouse Gas Air Pollution Plans and Implementation Grants; and
 - ii. **EPA General Terms and Conditions.** The current Environmental Protection Agency (EPA) General Terms and Conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf; and

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; and

Subrecipient’s Initials: _____

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>; and

Program guidance is available at: <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>.

- iii. Federal regulations applicable to this award include, without limitation, the following:
 - a. **Uniform Administrative Requirements (“UGG”).** Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as EPA may determine are inapplicable to this Award including adherence to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b. **Audits.** In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall comply with all audit requirements for non-federal entities that expend federal awards unless and to the extent of any applicable exemption. The Subrecipient is responsible for resolving audit findings and implementing necessary corrective action specifically related to the subaward, and for promptly delivering to Metroplan all information and certifications necessary for Metroplan’s compliance with 2 CFR §200.332(e)(4). The Subrecipient will report to Metroplan the corrective action taken to resolve any findings of all audits. Metroplan will send corrective action to be taken to EPA for approval (see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>).
 - c. **Conflicts of Interest.** The Subrecipient must maintain a conflict of interest policy consistent with 2 CFR § 200.318(e) and such conflict of interest policy shall apply to each activity funded under this award. Subrecipients must disclose in writing to Metroplan, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

Section 3. Pass-through Requirements (see 2 CFR § 200.332)

All parties agree:

1. **Term.** Subject to the United States Environmental Protection Agency, Region 6, Air and Radiation Division, approval and the provisions for terminations as hereinafter provided, the term of this Agreement shall commence on March ____, 2026 and end on August 31, 2029, unless the period is extended by notification or by modification of this Agreement, through mutual agreement of the parties and federal agency approval.

Subrecipient’s Initials: _____

2. **Benefit.** Subrecipient and Metroplan agree, unless specifically stated otherwise, that the provisions of this Agreement are not intended to create or confer a third-party benefit or right on any person or entity, not a party to this Agreement.
3. **Administrative Considerations.** Where policies of the Subrecipient differ from those of Metroplan, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.
4. **Compensation.** This subaward agreement utilizes the cost reimbursement method of payment unless provisions are specifically outlined in this Agreement for advanced payment. The amount of the subaward is \$306,671.00. The Subrecipient may invoice at most monthly and shall invoice at least once every three months. Invoices will state the period for which reimbursement is being requested and will itemize the cost by budget category per the budget summary (*see Attachment B*) Any cost over \$306,671.00 be the sole responsibility of the Subrecipient at 100% Subrecipient's cost. All deliverables and reports defined in *Attachment A: Scope of Work/Deliverables* and *Attachment B: Budget* are to be submitted to Metroplan for the compensation defined herein. The Subrecipient shall not be entitled to receive any additional or separate compensation from Metroplan in connection with the project without prior approval of Metroplan, followed by an amendment submitted to Metroplan approved by the Federal Awarding Agency. Any unspent funds will be reallocated by Metroplan.
The Subrecipient agrees to complete a W-9 form and Direct Deposit Authorization form and submit to Metroplan.
5. **Relationship of Parties.** The parties are independent, and neither party is the agent, joint venturer, partner, or employer of the other.
6. **Monitoring Plan and Reporting.** The Subrecipient will ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by 2 CFR § 200.332(e). Metroplan will monitor program and financial performance in accordance with 2 CFR § 200.332(e) through the adherence to a Monitoring Plan, included in the Addenda as *Attachment C: Monitoring Plan*. The Monitoring Plan will identify any failures in the administration and performance of the award and will also serve to identify whether the Subrecipient needs technical assistance. Metroplan may conduct on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The Subrecipient shall promptly deliver to Metroplan all information and certifications necessary for Metroplan's compliance with 2 CFR § 200.332(e). For reporting, the uniform guidance requires that Metroplan and the Subrecipient collect environmental information as approved in the project's Quality Assurance Project Plan (QAPP) and use OMB-approved government-wide standard information collections when providing performance information and data in reports. Performance measures for the Project's expected outputs and outcomes are included in *Attachment C: Monitoring Plan*.
7. **Audit Costs.** All Parties that are subject to the single audit requirement (§ 200.332) shall bear the cost of their single audit. The Subrecipient shall be responsible for payment of any

Subrecipient's Initials: _____

and all audit exceptions related to the work performed under this Agreement which are identified by the audit agency. For subrecipients that are not eligible for a single audit, Metroplan may conduct an agreed upon monitoring as an audit strategy. The cost of the agreed upon monitoring will be charged to the Metroplan award. Notwithstanding any other condition of the Agreement, the cooperative audit resolution process may be applied, as appropriate.

- 8. Access to Records.** The books and records of all Parties must be made available, if needed and upon request, at the Parties' regular place of business, for audit by personnel authorized by the government. This includes inspections and audits by Metroplan, the Comptroller General of the United States, the EPA Office of Inspector General, other EPA staff, or any authorized representative of the Federal government. Reviews by the EPA Project Officer and the Grants Specialist may occur each year. The Federal Awarding Agency and/or Pass-through Entity has the right to return to audit the program after closeout at any time during the record retention period and as long as the records are retained, to conduct recovery audits including the recovery of funds, as appropriate (§ 200.337(c)).
- 9. Record Retention.** All Parties shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report under this award (§ 200.334). Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the Pass-through Entity, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues (§ 200.334(a)), or the expiration of the three-year period, whichever occurs later.
- 10. Risk Assessments, Specific Conditions and Remedies.** Metroplan has conducted a risk assessment as required by 2 CFR § 200.332(c) and determined the Subrecipient's level of risk as low. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues, or other adverse circumstances that may arise. In the event of noncompliance or failure to perform, Metroplan has the authority to implement specific conditions and apply appropriate remedies as authorized under 2 CFR § 200.339, including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment, withholding further funds or other available remedies.
- 11. Copyright/Intellectual Property.** Metroplan will possess the entire and the Subrecipient will possess shared copyright, title, and interest in all materials, inventions, or deliverables produced as a result of this subaward, including use of logos, as appropriate. As a general principle, subject to the rights of the federal government and with respect to any subject, invention, material, or deliverable in which the Pass-through Entity and the Subrecipient retain title resulting from this subaward, the federal government shall have a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material, or deliverable throughout the world. Metroplan and the Subrecipient will credit the Federal Awarding Agency on any materials, inventions or deliverables produced under the federal award and subaward.

Subrecipient's Initials: _____

12. Termination.

13. This Agreement may be terminated at any time by either party, upon giving 30 days written notice to the non-terminating party. Metroplan reserves the right to cancel any Project without liability against Metroplan for any reason including, but not limited to, unreasonable delay or lack of progress, the Subrecipient's inability to provide an audit-worthy reason for the substantial delay in the Project development or completion process, fraudulent activities associated with the Project by Zoo, vendors, or mini grant recipients, or the Subrecipient's unresponsiveness to Metroplan's requests.

- a. **PERFORMANCE DEFICIENCIES:** Metroplan may terminate this Agreement for the Subrecipient's failure to perform required actions or failure to submit acceptable deliverables as required herein. In the event Metroplan provides notice of deficiency under this Agreement, Subrecipient will have fourteen (14) days to cure identified deficiencies prior to termination.
- b. **REPAYMENT OF GRANT FUNDS:** Once notified of termination by Metroplan, Subrecipient will immediately return all unexpended funds to Metroplan. Metroplan may require additional information regarding previously expended funds including a justification of use of funds for inadequate or insufficient deliverables. Should Subrecipient fail to complete any Project in accordance with Agreement or fail to adequately maintain or operate a Project until at least 2030, Metroplan and EPA may request return of any allocated funds from the applicable Project that has failed to comply with the terms of this Agreement.
- c. **NON-APPROPRIATION CLAUSE:** This Agreement will be automatically terminated in the event that funds under FAIN 02F75801 are discontinued by the Federal Awarding Agency for any reason. Such termination will take effect upon receipt of written notice to the Subrecipient from Metroplan. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost and available CPRG funds, upon review of the Subrecipient's records. This provision shall not be construed to abridge any other right of termination Metroplan may have.

14. **Notice.** Any notice required or deemed desirable to be given, shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to the following addresses:

If to Metroplan:

Casey Covington
501 W Markham Suite B, Little Rock, AR 72201
ccovington@metroplan.org
(501) 372-3300

Secondary Metroplan:

Leesa Freasier
501 W Markham Suite B, Little Rock, AR 72201
lfreasier@metroplan.org
(501) 372-3300

Subrecipient's Initials: _____

If to Subrecipient: Melissa Schock
1 Zoo Drive, Little Rock, AR 72205
mschock@littlerock.gov
(501) 993-2988

15. **Liability to Others.** The Subrecipient agrees that it will be responsible to defend, and if valid, to satisfy claims against the Subrecipient, which result from the Subrecipient's performance of or failure to perform its duties under this Agreement, and subaward.
16. **Non-Exclusive Jurisdiction.** All disputes and claims relating to any provision of the Agreement or any covenant, representation, or warranty of either party, or the alleged breach thereof (including without limitation any claim that this Agreement or any provision thereof is illegal or is otherwise unenforceable or voidable under law) shall be settled by a court of competent jurisdiction located in Pulaski County, Arkansas.
17. **Entire Agreement.** This Agreement, including all attachments, contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior discussions, negotiation, commitments and understanding relating thereto are hereby merged herein. This Agreement may be changed or modified only by writing and signed by the parties hereto, subject to the policies and approvals of Metroplan and the Federal Awarding Agency.
18. **Governing Law.** This Agreement, the relations, rights, and duties of the parties among themselves, and matters pertaining to them in this Agreement, shall be governed by and construed in accordance with the laws of the State of Arkansas.
19. **Indirect Cost Rate** (see § 200.332(b)(4)). The Subrecipient will claim 0% indirect costs for this agreement.
20. **Closeout** (see § 200.332(b)(6)). Metroplan will determine whether all applicable administrative actions and all required work have been completed by the subrecipient at the end of the period of performance. If the Subrecipient fails to complete the requirements, the Federal Awarding Agency or Pass-Through Entity will proceed to closeout the award with the information available (§ 200.344). Metroplan will note if closeout relates to the end of a 12-month period and termination of subaward, or if the closeout relates to the end of a 12-month period and preparation for an upcoming continuation period.

Metroplan must describe requirements for liquidation of financial obligations if the award is ending, or identification of carry-over of funds, if needed, to the next award period (§ 200.344(b)).

Metroplan must include completion of any other required closeout activities, such as submission of deliverables, payments, if any, due to the Subrecipient from the Pass-through Entity, attribution to the federal agency and/or copyright or patent rights, and any accounting of real or personal property (§ 200.344(d) through (h)).

Subrecipient's Initials: _____

Section 4. Subrecipient Requirements

1. **Flow Down Provisions.** The Subrecipient agrees to comply with all statutory, regulatory, and Executive Order requirements that apply to EPA funded projects per 2 CFR 200.332(b)(2). Requirements that flow down to Subrecipients are attached hereto as *Attachment D*, all of which are incorporated into this Agreement by reference.
2. **Use of Funds.** The Subrecipient agrees that the CPRG funds distributed to Subrecipient have been awarded specifically for completion of the Projects as required herein, not for Subrecipient to utilize until expended as outlined in *Attachment B, Approved Budget*.
3. **Responsibilities.** The Subrecipient agrees to furnish the necessary resources, staff time, materials, services, and otherwise to do all things necessary for the performance of the work described in *Scope of Work / Deliverables*, which is incorporated into the Agreement as *Attachment A*, along with the *Budget* required for that performance, which is incorporated into the Agreement as *Attachment B*.
5. **Assurances.** The Subrecipient agrees to follow applicable EPA Standard Assurances that can be found at EPA's Guidance for Preparing Standard Operating Procedures and [SF 424D: Assurances for Construction Programs](#) and agrees to complete, execute, and deliver such document to Metroplan.
6. **Reimbursement Requests.** Reimbursement requests shall be submitted, at minimum, every three (3) months but not more than every two weeks.
7. **Reporting.** Subrecipient agrees to provide to the Lead Agency a monthly written status report regarding each Project. Lead Agency will determine due dates for report submittal. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), if the award is subject to FFATA Subaward and Executive Compensation Reporting Requirements, then the terms and conditions of that award must link to the Operating Divisions' (OPDIV) website that houses the full text or include the full text of the reporting requirements.
8. **Measurement and Verification.** The Subrecipient accepts responsibility for the inspection, measurement, and documentation of paid items, and certification of all work in accordance with the plans for the Project and for monitoring the subrecipients' contractor(s) for compliance with EPA-CPRG Required Contract Provisions and all federal, state, and local requirements.
9. **Rebudgeting and Prior Approvals.** The Subrecipient is permitted to rebudget direct costs, if necessary, as described in the uniform guidance (§ 200.308) to better reflect spending requirements, subject to Metroplan written approval, and subject to the Federal Awarding Agency's policy and the uniform grant guidance that would define requirements for prior written approval (§ 200.407) before implementation.
10. **Responsibility for Project Costs.** The Subrecipient accepts responsibility for 100% of its suballocated Project costs incurred, a) should any Project not be completed as specified; b) should any Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or c) should Subrecipient be determined ineligible by EPA.
11. **Project Activities.** Subrecipient accepts responsibility for performing Project activities in accordance with the provided services which include environmental documentation,

Subrecipient's Initials: _____

permitting, and inspection of the Project. If the Subrecipient uses a consultant for any of these services, Subrecipient must notify Metroplan before any work is performed.

- 12. Budget and Planning.** Subrecipient accepts responsibility for preparing and approving plans, cost estimates, and invoices, and making payments for each Project.
- 13. Permits.** Subrecipient agrees to prepare the necessary environmental documentation and obtain all necessary permits as required by EPA and conduct any required public involvement meetings and public hearings.
- 14. Planning Requirements.** Subrecipient agrees to ensure that the plans and specifications for each Project are developed consistent with federal, state, and local law and ensure that the plans and specifications comply with the American with Disabilities Act (ADA) and all other applicable federal, state, and local regulations.
- 15. Maintenance and Operation.** The Subrecipient accepts responsibility for satisfactory maintenance and operation of all Project improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate any Project in accordance with EPA-CRPG requirements may result in the Subrecipient being required to repay federal funds. The Subrecipient agrees to retain total, direct control over the Projects throughout the life of Project improvements until at least 2030 and not, without prior approval from the EPA: a) sell, transfer, or otherwise abandon any portion of a Project; b) change the intended use of a Project; c) make significant alterations to the Project using EPA-CPRG funds; or d) cease maintenance or operation of a Project due to obsolescence;
- 16. Disclosure of Information.** Any confidential or personally identifiable information (PII) acquired by the Subrecipient during the course of the subaward shall not be disclosed by the Subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of Metroplan, either during the term of the Agreement or in the event of termination of the Agreement for any reasons whatsoever. The Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federal supported projects.
- 17. Management Fees.** Subrecipient is prohibited from using funds allocated through CPRG for paying management fees, as referenced in *Attachment D*.
- 18. UEI and SAM Registration.** Subrecipient agrees to provide Metroplan and EPA with its Unique Entity Identifier (UEI) and agrees to maintain current registrations in the System for Award Management (SAM) (www.sam.gov) at all times during which it has active federal awards funded.
- 19. ACORN.** Memorandum M-10-02 (*Attachment E*) guides the use of federal funds regarding the Association of Community Organizations for Reform Now (ACORN). *Attachment F* is an ACORN Funding Declaration. Subrecipient shall complete the bottom section of the declaration and return it to Metroplan with this signed Agreement.
- 20. Negligence, Misconduct, or Acts of Omission.** The Subrecipient agrees that any and all claims for damages to property or injury or death to persons caused by any act of omission, negligence, or misconduct from the performance of work by Subrecipient's employees and/or its contractors on the Projects shall be the sole responsibility of the Subrecipient or

Subrecipient's Initials: _____

the applicable contractor(s), as the case may be, and that Metroplan shall have no liability whatsoever for any such claims. In this regard the Subrecipient shall require any contractor and subcontractors on the Projects to procure and maintain a policy or policies of commercial general liability insurance during the duration of the Projects, which shall be endorsed to include broad form general liability and completed operations coverage in forms and amounts reasonably acceptable to Metroplan and which name Metroplan and Subrecipient as additional insureds. The contractors and subcontractors shall furnish Subrecipient and Metroplan with documentation of proof of liability insurance coverage as required hereunder with submission of a signed contract and thereafter at least annually (within thirty (30) days prior to expiration of the applicable policy). The Subrecipient agrees that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of Subrecipient or its employees, agents, or contractors in the performance of the Projects and this Agreement are obligations of Subrecipient or its contractors, as applicable. Further, Subrecipient agrees that Metroplan, as the Pass-through Entity, has no duty or responsibility for the design, construction, maintenance, or operation of the Projects, and therefore shall have no liability related to the design, construction, maintenance, or operation of the Projects. Subrecipient also agrees to assume all risks associated with the Project work to be performed by its agents, employees, and contractors under this Agreement and that Metroplan, as the Pass-through Entity, shall not be responsible or liable for any damages whatsoever from the actions or inactions of Subrecipient, its employees, agents, and contractors. Nothing set forth herein shall be construed as waiving any statutory immunity of Subrecipient.

The Subrecipient agrees that such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Subrecipient understands and agrees that Metroplan may cause necessary funds to be withheld from the EPA-CPRG subaward if Subrecipient fails to complete any Project as specified or fails to adequately maintain or operate any Project.

21. **Nondiscrimination.** The Subrecipient agrees to assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), and Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. The Subrecipient shall complete and submit to Metroplan an Equal Employment Opportunity Certification Form (*Attachment G*).
22. **Standards of Work.** The Subrecipient agrees to implement the subaward and perform pursuant to the requirements of the Agreement in a manner consistent with that level of care and skill ordinarily exercised by subrecipients currently practicing under similar conditions, particularly in reference to restricted or sponsored programs. The Subrecipient understands that this Agreement is being issued under a federal award, FAIN 02F75801,

Subrecipient's Initials: _____

Program Code 5E, for the Project to be implemented by Metroplan. The Subrecipient agrees to be bound and abide by all applicable regulations contained herein, with regard to federal assurances and certifications including lobbying and debarment.

23. Lobbying. Subrecipients shall complete and submit to Metroplan a Certification Regarding Lobbying Form (*Attachment H*).

24. Debarment. Subrecipients shall complete and submit to Metroplan a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (*Attachment I*).

Section 5. Lead Agency and Project Manager Requirements

Lead Agency: Zoo

1. **Project Manager.** The Subrecipient acting as Lead Agency agrees to notify Metroplan in writing who Subrecipient designates as its full-time employee to act as Project Manager to be in responsible charge of the day-to-day oversight of the Projects (*Attachment J: Form LPA-005*). If the designated full-time employee changes, the Subrecipient must promptly notify Metroplan by resubmitting Form LPA-005 for the newly designated Project Manager. The duties and functions of the employee in responsible charge are:
 - a. Oversee Project activities, including those dealing with cost, time, adherence to contract requirements, and scope of the Projects;
 - b. Maintain familiarity of day-to-day Project operations,
 - c. Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - d. Conduct self-audits for compliance with all EPA, federal and state regulations;
 - e. Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - f. Direct Project staff or consultant to carry out Project administration and contract oversight, including proper documentation; and
 - g. Be aware of the qualifications, assignments, and on-the-job performance of Project and consultant staff at all stages of the Projects; and
 - h. Submit an implementation plan to Metroplan for review and approval.
2. **Reporting.** Lead Agency agrees to provide a quarterly written status report to Metroplan regarding each Project. These quarterly status reports are due at the end date of each month. If this date falls on a holiday or weekend, the reports are due the day before the holiday or weekend. After each quarter of the calendar year, the Lead Agency agrees to complete and submit to Metroplan a quarterly status report using the Metroplan template. This report will be due on the 15th of the month immediately following the end of each quarter.
3. Provide documents, photos, and site inspection as needed for the Project.
4. Coordinate with Metroplan to conduct periodic site visits to the Projects to verify projects timelines, outcomes, outputs, and milestones are being met by Subrecipient.
5. Approve implementation plan prior to the launch of the Project.

Subrecipient's Initials: _____

Zoo contacts for the CPRG Program are as follows:

Staff Member	Title	Phone	Email
Melissa Schock	Director	501-993-2988	mschock@littlerock.gov

Section 6. Metroplan Responsibilities

Metroplan agrees to:

1. Reimburse Subrecipient, as applicable, an amount not to exceed \$306,671.00 for Land restoration through the EPA-CPRG Program to the extent completed in accordance with the requirements of this Agreement.
2. Coordinate with Subrecipient for the duration of each Project.
3. Provide technical assistance and guidance related to EPA-CPRG criteria to Subrecipient for the duration of the Projects.
4. Provide, upon request, technical assistance on communication and promotional activities related to the Projects.
5. Make periodic payments for reimbursable costs and expenses to Subrecipient for duly completed reimbursement requests that are submitted to Metroplan as and when required under this Agreement.
6. Maintain an administrative file for each Project and be responsible for administering CPRG funds.
7. Review documents; however, Subrecipient is responsible for meeting federal requirements and general compliance with 23 CFR 635.
8. Pay the remaining amount due upon completion of each Project and submittal of the certified Final Acceptance Report form (Form LPA-016, available at <https://ardot.gov/divisions/local-programs/local-public-agency-project-manual/>), subject to the availability of EPA-CPRG funds allocated for the Projects.
9. Review and concur on any changes to Project scope and coordinate with EPA-CPRG recommendations and criteria.
10. Conduct bi-annual site visits to the Projects to verify that Project timelines, outcomes, outputs, and milestones are being met by Subrecipient.
11. Maintain accounting records to adequately support reimbursement with federal funds for reimbursable costs directly associated with its administration of the Projects.
12. Approve implementation plan prior to the launch of the Project.

Metroplan contacts for the CPRG Program are as follows:

Staff Member	Title	Phone	Email
Casey Covington	Executive Director	501-372-3330, ext. 108	ccovington@metroplan.org
Leesa Freasier	Grant Administrator	501-372-3300	lfreasier@metroplan.org
Bernadette Rhodes	Deputy Director	501-372-3300, ext. 114	brhodes@metroplan.org

Subrecipient's Initials: _____

SIGNATURES

IN WITNESS WHEREOF, the parties thereto have executed this Agreement by their duly authorized officers to be effective this _____ day of _____, 20_____.

CERTIFICATION: The undersigned verifies that all funds provided through this Subaward Agreement will be used in accordance with the terms, provisions, and conditions hereof.

FOR METROPLAN

_____	_____
By Authorized Representative:	Date
Casey Covington, Executive Director	

CITY OF LITTLE ROCK ZOO

_____	_____
By Authorized Representative:	Date

Subrecipient's Initials: _____

ATTACHMENT A:

Scope of Work/Deliverables

The Subrecipient shall be responsible for completing the following scope of work for the Projects:

ZOO WILL:

- a. Oversee the overall program
- b. Removal invasive
- c. Restore Riparian, Prairie and Forest landscape
- d. Planting native species
- e. Develop mapping of planting
- f. Report on how many plants and trees were planted
- g. Complete Quarterly Reports
- h. Submit quarterly reports as stated in agreement
- i. Develop a Green Network Management Plan
- j. Report on carbon reduction metrics quarterly
- k. Comply with all EPA and Federal regulations as it pertains to land restoration

Subrecipient contacts for this Scope of Work are as follows:

Staff Member	Title	Phone	Email
Melissa Schock	Director	501-993-2988	mschock@littlerock.gov

Subrecipient's Initials: _____

Attachment B. Budget

Zoo Subaward Budget

Cost Type	Amount
Program Cost: plants, materials, supplies, equipment, site work labor, etc	\$294,191.00
Administration Cost	\$12,480.00
TOTAL	\$306,671.00

GRAND TOTAL:

\$306,671.00

Subrecipient's Initials: _____

Attachment C. Monitoring Plan

The subaward will be monitored using the following metrics and information collection (Quarter & Year).

Subrecipient's Initials: _____

<u>Community Outreach Activities</u>	<u>Units</u>
Meetings and/or presentations	# of meetings
Meeting attendees	# of people
Newsletters and/or online informational materials	# of materials
Online informational materials engagement	# of views
Community partners	# of partners
Public input	# of project comments
Public input	# of surveys completed
<u>Preservation Activities</u>	<u>Units</u>
Acres of open space preserved	# of acres
LIDAC benefits	% of acres
Community partners	# of partners
Procurement operations	# of bids advertised
Procurement operations	# of bids awarded
Permits obtained (if applicable)	# of permits
Legal documentation (proving preservation complete)	# of documents
<u>Restoration Activities</u>	<u>Units</u>
Wetlands/floodplain undergoing restoration	# of acres
Forest undergoing restoration	# of acres
Tree seedlings planted	# of trees
Prairie undergoing restoration	# of acres
Riparian buffer undergoing restoration	# of acres
Stream channel undergoing restoration	# of acres
Stream bank undergoing restoration	# of linear feet
Restoration complete - wetland/floodplain	# of acres
Restoration complete - forest	# of acres
Restoration complete - prairie	# of acres
Restoration complete - riparian buffer	# of acres
Restoration complete - stream channel	# of acres
Restoration complete - steam bank	# of linear feet
Maintenance - wetland/floodplain	# of acres
Maintenance - forest	# of acres
Maintenance - tree seedlings	# of trees
Maintenance - prairie	# of acres
Maintenance - riparian buffer	# of acres
Maintenance - stream channel	# of acres
Maintenance - steam bank	# of linear feet
LIDAC benefits	% of acres
Community partners	# of partners

Subrecipient's Initials: _____

Attachment D. Flow Down Provisions

See https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf

or most recently revised version of EPA's "Information on Requirements that Pass-Through Entities must 'Flow Down' to Subrecipients"

Subrecipient's Initials: _____

Attachment E. ACORN Memo



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

October 7, 2009

M-10-02

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Peter R. Orszag
Director

SUBJECT: Guidance on section 163 of the Continuing Resolution regarding the Association of Community Organizations for Reform Now (ACORN)

This memorandum provides guidance to Executive Branch agencies regarding the implementation of section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR), which states:

SEC. 163. None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

Your agency must immediately commence all necessary and appropriate steps to comply with section 163. This includes the following:

- **No future obligations of funds.** No agency or department should obligate or award any Federal funds to ACORN or any of its affiliates, subsidiaries or allied organizations (collectively "affiliates") during the period of the CR. To the extent your agency already has determined that funds should be obligated or awarded to ACORN or its affiliates but has not yet entered into any agreement to provide such funds to ACORN or any of its affiliates, your agency should not provide such funds, or enter into any such agreements to do so. As section 163 makes clear, its prohibition applies not only to the funding that is made available by the CR, but also to the funding that was made available by previously enacted statutes. In addition, the text of section 163 is sufficiently broad to cover funding that was made available for fiscal year (FY) 2009 and prior fiscal years, as well as funding that is or will be made available for FY10.
- **Suspension of grant and contractual payments.** If your agency has an existing contract or grant agreement with ACORN or its affiliates, the agency should: (i) where permissible, immediately suspend performance of any obligations under the contract or agreement, including payment of Federal funds; and (ii) consult promptly with the agency's general counsel and, if necessary, the Office of Management and Budget

Subrecipient's Initials: _____

Attachment F. ACORN Declaration

ACORN FUNDING DECLARATION

On the behalf of the organization identified below ("organization"), I hereby acknowledge that I have been provided a copy of Office of Management and Budget Memorandum M-10-02 and that said organization shall fully comply with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR) which states:

None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

I acknowledge that Federal grant or contract funding cannot be made to ACORN or its affiliates as a matter of law. I acknowledge that the organization as a Federal grant or contract recipient is prohibited from providing ANY federal funds to ACORN or its affiliates as subgrantees, subcontractors or other subrecipients. I acknowledge that the organization shall immediately notify DEQ of any existing subgrants, contracts or other subrecipient agreements, it may have with ACORN or its affiliates, as well as the measures that shall be taken by the organization to comply with this prohibition with regards to those subgrants, subcontracts or subrecipient agreements.

Signed on this ____ day of _____.

Name of Organization: _____

Signed: _____ Title: _____

Subrecipient's Initials: _____

Attachment G. Equal Opportunity Certification Form

Please click on the link below and fill out the EEOP form.

<https://www.ojp.gov/sites/g/files/xvckuh241/files/media/document/cert.pdf>

Subrecipient's Initials: _____

Attachment H. Certification Regarding Lobbying

Please click on the link below and fill out the Certification form.

https://www.epa.gov/system/files/documents/2021-08/epa_form_6600_06.pdf

Subrecipient's Initials: _____

Attachment I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Please click on the link below and fill out the Certification form.

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/epa-5700-49-certification-of-debarment-suspension-etc.pdf>

Subrecipient's Initials: _____

Attachment J. Lead Agency Form (LPA-005)

Please click on the link below and fill out the Lead Agency form.

https://www.ardot.gov/wp-content/uploads/Form_LPA-005_Designating-Employee-in-Charge.pdf

Subrecipient's Initials: _____

Attachment K. EPA Grant Agreement (02F75801)

See email attachment.

Subrecipient's Initials: _____