



Western Montana Conservation Commission

Stormwater and Septic Leachate Toxics Reduction

Grant Program Guidelines

DRAFT



WESTERN MONTANA
**Conservation
Commission**



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Summary

The Western Montana Conservation Commission (WMCC), an attachment to the Montana Department of Natural Resources and Conservation (DNRC), is seeking applications from eligible entities to serve as partners in programs that reinforce efforts to enhance water quality through the reduction of toxins from stormwater and septic leachate within Western Montana, the headwaters of the Columbia River Basin. WMCC Grant Programs will provide funds to complete projects and programs that address the elimination or reduction of stormwater and septic leachate pollution, reduce runoff, and promote citizen engagement and knowledge through education and outreach efforts. These grant programs aim to support tribal, state, and local governments, non-governmental organizations (NGOs), and others in implementing the Columbia River Basin Toxics Reduction Action Plan, as well as activities under the Clean Water Act (CWA) § 123, the Columbia River Basin Restoration Act.

Background

The Columbia River Basin encompasses approximately 260,000 square miles and spans multiple Canadian provinces and U.S. states, including Montana, Idaho, Washington, and Oregon. From its source in the Canadian Rockies to its outlet at the Pacific Ocean, the Columbia River Basin provides key support for urban development, agriculture, transportation, recreation, fisheries, and hydropower in western North America.

As the headwaters of the Columbia River Basin, Western Montana plays a key role in the overall water quality of the entire system. The Western Montana Conservation Commission has been a leader in stormwater and septic leachate water quality education, outreach, and resource investigations in Western Montana since it began operating as the Flathead Basin Commission in 1983. Due to increasing development pressure in our communities, WMCC leaders and Commissioner Members identified the importance of WMCC Stormwater and Septic Leachate Toxics Reduction grant programs.

As Western Montana rapidly grows and the population increases, urban stormwater is and will continue to be one of the top concerns of toxic pollution in our basins. Another key water quality concern is septic leachate from underperforming and aging septic systems which can release pollutants into groundwater and waterbodies. Supporting green stormwater infrastructure and replacing and upgrading underperforming septic systems or connecting to adjacent sewer systems can reduce the potential for pollutants to be introduced to ground and surface waters.

Recent legislative endeavors, exemplified by the Infrastructure and Investment and Jobs Act, have allocated additional resources to bolster these conservation efforts. The U.S. Environmental Protection Agency highlights some of the scientific endeavors and restoration initiatives across this vast watershed on [their Columbia River Basin Restoration Program site](#).

Program Details

WMCC Stormwater and Septic Leachate Toxics Reduction Grant Programs aim to address the escalating challenges posed by toxic pollution in Western Montana's watersheds, the headwaters of the Columbia River Basin. With rapid population growth and urbanization in the region, there's an urgent need to mitigate the adverse effects of toxic pollution on water quality.

The goals of the grant program are threefold:

- 1) **Community Research and Education:** The program seeks to conduct comprehensive research to understand the baseline knowledge of residents regarding toxic pollution from stormwater and septic systems. This data will inform the development of targeted educational campaigns aimed at raising awareness and promoting behavior change among residents and expand outreach in tribal and underserved communities.
- 2) **Stormwater Toxics Reduction:** Given the significant contribution of urban stormwater to toxic pollution, this program intends to implement green infrastructure projects to reduce runoff and mitigate pollution. This includes developing a robust green stormwater infrastructure (GSI) program, implementing pilot GSI projects, and supporting residential and community GSI initiatives such as rain gardens and rain barrel programs.
- 3) **Septic Leachate Toxics Reduction:** Recognizing the impact of septic systems on water quality, especially in areas with dispersed urbanization, the program aims to incentivize proper septic system maintenance and operation. This involves providing financial support for residential septic system maintenance, promoting septic system replacements/connectivity to sewer services, and supporting the construction of a septic treatment facility in Flathead County.

To achieve these goals, the grant programs emphasize collaboration with tribes, local communities, government agencies, and nonprofit organizations. Program funds will focus on promoting citizen engagement, knowledge sharing, and behavior change through targeted outreach, educational campaigns, and the implementation of practical solutions to reduce toxic pollution in Western Montana's waterbodies. Through these efforts, the program aims to safeguard the region's water resources and promote sustainable environmental stewardship for future generations.

Grant recipients can apply for any of the grants described within these guidelines as eligibility permits. Funding for these grant opportunities stems from an award WMCC received from the EPA; a Columbia River Basin Restoration Funding Assistance Program – Toxic Reduction Lead Grant. WMCC will offer subawards of these funds (hereafter referred to as grants) to successful applicants. Grants will be reimbursement-based, meaning recipients will pay for expenses upfront and receive reimbursement from WMCC. The EPA included an evaluation of how awardees would support underserved and tribal communities. This evaluation highlights the priorities that will also be considered in the evaluation of applicants for the grant programs below.

104 Eligible projects must be implemented in Western Montana, which includes any part of Montana west
105 of the Continental Divide (Fig 1). Funds may be used for programmatic development that can
106 encompass the eligible entities' entire region, but on-the-ground projects and education and outreach
107 activities must be implemented in western Montana and *cannot* be used for work east of the
108 Continental Divide.

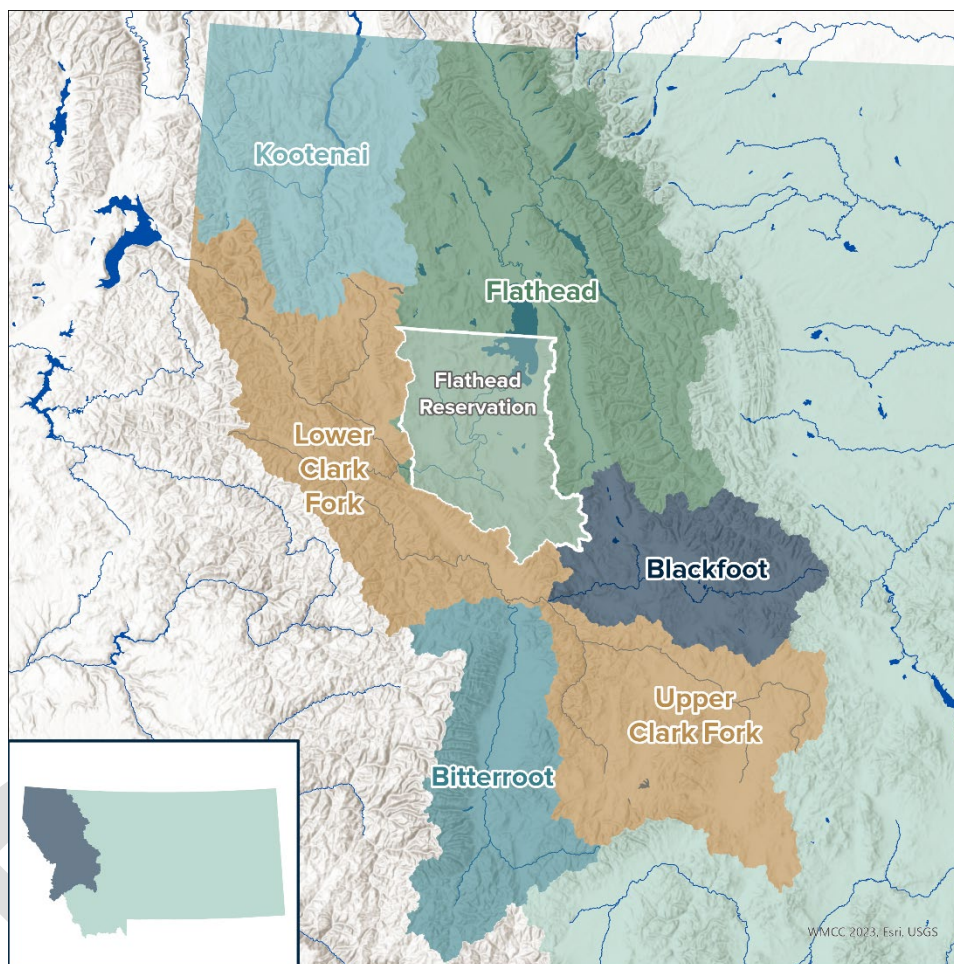


Figure 1: Map of Western Montana watersheds

111 Eligible Applicants:

112 Applicants must have a Unique Entity Identifier (UEI) and an active [SAM.gov](https://sam.gov) registration by the time of
113 award. If an applicant does not have current registration, it is recommended to start the process now to
114 obtain registration as soon as possible.

115 Applicants must be registered with the [Montana Secretary of State](#).

116 Eligible applicants must meet both the State of Montana ([MCA 85-1-605](#)) and the EPA sub-recipient
117 requirements ([EPA General Terms and Conditions](#), [EPA Subaward Policy](#)). Eligible applicants include:

118 **Government Organizations**

- 119 • Native American tribal governments
- 120 • Local Governments, including but not limited to:
- 121 ○ Cities
- 122 ○ Towns
- 123 ○ Municipalities
- 124 ○ Counties
- 125 ○ Special districts
- 126 ▪ Water and/or sewer districts
- 127 ○ Conservation Districts
- 128 ○ School District
- 129 ○ Council of Governments
- 130 ○ Local public authority

131 **Non-Profit Organizations**

- 132 • Nonprofit organizations as described in section 501(c)(3) of the Internal Revenue Code
- 133 • Limited liability corporations in which all managing members are 501(c)(3) nonprofit
- 134 organizations or limited liability corporations whose sole members are 501(c)(3) nonprofit
- 135 organizations.
- 136 • Limited liability partnerships in which all general partners are 501(c)(3) nonprofit organizations
- 137 or limited liability corporations whose sole members are 501(c)(3) nonprofit organizations.

138 **Education Organizations**

- 139 • Tribal College
- 140 • Community College
- 141 • Other Institutions of higher education

142 Table 1 provides a list of the cities, towns, counties, and conservation districts that are within Western

143 Montana where projects must be implemented. Also listed are cities, counties, and conservation

144 districts that span the continental divide. These entities, as well as other eligible entities that perform

145 work on both sides of the divide, are eligible for grants, but any on-the-group project work must only

146 occur west of the continental divide.

147 **Ineligible Applicants**

- 148 • For-profit organizations
- 149 • Any individual entities
- 150 • Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage
- 151 in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995

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153 **Table 1. Cities, Towns, Counties, and Conservation Districts west of the Continental Divide.**

| Eligible Cities, Towns, Counties, and Conservation Districts | | |
|--|---|--|
| Eligible Cities and Towns | <ul style="list-style-type: none">• Alberton• Columbia Falls• Darby• Deer Lodge• Drummond• Eureka• Hamilton• Hot Springs• Kalispell• Libby• Missoula• Phillipsburg | <ul style="list-style-type: none">• Pinesdale• Plains• Polson• Rexford• Ronan• St. Ignatius• Stevensville• Superior• Thompson Falls• Troy• Walkerville• Whitefish |
| Eligible Counties | <ul style="list-style-type: none">• Flathead• Granite• Lake• Lincoln• Mineral | <ul style="list-style-type: none">• Missoula• Powell• Ravalli• Sanders |
| Eligible Conservation Districts | <ul style="list-style-type: none">• Bitterroot• Eastern Sanders• Flathead• Granite• Green Mountain | <ul style="list-style-type: none">• Lake• Lincoln• Mineral• Missoula• North Powell |
| A Portion of Cities, Counties, and Conservation Districts within Western Montana | | |
| Portion of Consolidated Cities | <ul style="list-style-type: none">• Anaconda-Deer Lodge• Butte-Silver Bow | |
| Portion of Counties | <ul style="list-style-type: none">• Deer Lodge• Lewis and Clark• Silver Bow | |
| Portion of Conservation Districts | <ul style="list-style-type: none">• Deer Lodge• Lewis and Clark• Mile High | |
| Contact WMCC for eligibility inquiries. | | |

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Procurement and Contracting:

WMCC grant program funds can be used for granting related vendor contracting of goods and services, construction or licenses professional services. Grant recipients are responsible for ensuring any procurement using DNRC grant funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Montana Procurement Act (Title 18, Chapter 4) and local procurement laws, rules, or policy. In the case that federal procurement limits in accordance with 2 CFR 200 Part 300 are more restrictive than state standards, federal standards must be followed. Grant recipients are responsible for determining the most appropriate instrument of procurement. See Appendix E for additional information.

Additional Federal Funding Requirements:

The Build America, Buy America Act (BABA) requires that none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. There are certain situations that can be granted a waiver.

Learn more:

[BABA Implementation Procedures \(epa.gov\)](https://www.epa.gov/baba)

The Disadvantaged Business Enterprise Program is EPA's policy that recipients of EPA financial assistance through grants and cooperative agreements award a "fair share" of subagreements to small, minority and women-owned businesses. To qualify as a disadvantaged business enterprise, an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The entity can also be a Small Business Enterprise (SBE), a Small Business in a Rural Area (SBRA), or a Labor Surplus Area Firm (LSAF).

Learn more:

[Frequently Asked Questions for Disadvantaged Business Enterprises | US EPA](#)

End Dates

Individual grant programs will have staggered end dates between 2028 and March 2029. These end dates represent the final reporting timeframe that grants must be completed.

Note: The State of Montana's fiscal year runs July 1 – June 30. Awardees should be aware that reimbursement processing may be delayed near the end of the fiscal year and should plan accordingly.

Available Grants

WMCC has four competitive grants available (Table 2). Each grant is described in more detail in the following sections.

190 **Table 2. Summary of Grant Opportunities**

| Residential Septic System Education & Maintenance Program | |
|--|---|
| Purpose | To develop or expand residential septic maintenance programs that provide cost-share, outreach, and programming on water quality impacts |
| Eligible Projects | Projects include but are not limited to: <ul style="list-style-type: none"> • Outreach programs to pump and inspect septic systems • Programmatic development such as resource development, printing, and advertising • Hosting conferences or workshops to provide septic education or technical training |
| Grant Limits | Max award is \$50,000 |
| Match | 25% nonfederal cost-share required |
| Septic System Replacement & Sewer Connectivity | |
| Purpose | To support projects that benefit local water quality by replacing septic systems or connecting to sewer services |
| Eligible Projects | Projects include but are not limited to: <ul style="list-style-type: none"> • Upgrades or sewer hookups for resident-owned communities • Planning and design for sewer hookups in small communities • Connections to sewer districts and associated fees • Residential cost-share for upgrading aging or underperforming septic systems |
| Grant Limits | Max award is \$80,000 |
| Match | 25% nonfederal cost-share required |
| Showcase Green Stormwater Infrastructure Project | |
| Purpose | To create green stormwater infrastructure projects designed to mitigate pollution and reduce runoff while showcasing co-benefits |
| Eligible Projects | Projects include but are not limited to: <ul style="list-style-type: none"> • Stormwater parks • Constructed wetlands • Bioretention and bioswales • Stormwater schoolyards <p>Successful projects will include community co-benefits, such as recreational and educational opportunities.</p> |
| Grant Limits | Max award is \$1,100,000 |
| Match | 25% nonfederal cost-share required |
| Residential & Community Green Stormwater Infrastructure Program | |
| Purpose | To support the development of community green stormwater infrastructure programs |
| Eligible Projects | Programs include but are not limited to the implementation of: <ul style="list-style-type: none"> • Rain gardens • Rain barrels • Green roofs • Planter boxes • Native plant gardens • Wetland and riparian areas <p>Successful programs will include elements of community education and long-term programmatic development.</p> |
| Grant Limits | Max award is \$50,000 |
| Cost-Share | 25% nonfederal cost-share required |

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Residential Septic System Education and Maintenance Program Grant

Purpose

Underperforming septic systems can release pollutants into groundwater and waterbodies. Proper maintenance, inspections, and education programs can reduce potential pollutants introduced to ground and surface waters.

The Residential Septic System Education and Maintenance Program Grant has been created to incentivize residential [septic system maintenance best practices](#) while increasing knowledge on how septic systems impact water quality to create long-term behavior change). This grant is intended to provide eligible entities with the resources to develop new and support existing, residential septic system maintenance programs that include cost-shares for inspection, pumping, homeowner septic education and planning programs, and maintenance best practices for residential septic systems.

Grant recipients will develop new or expand an existing septic maintenance program. In addition to providing a maintenance cost-share, the program will engage and educate residents about toxic pollution from septic leachate and present participants with an elective Septic Stewardship pledge to reinforce a long-term behavior change commitment to toxic reduction actions. Residents will take part in a survey before and after participation in the program to assess knowledge increase and behavior change commitment.

WMCC staff will provide awardees with resources and capacity support during program development and implementation as needed and as capacity allows for. WMCC has developed a toolkit of materials that may be used by awardees to develop, advertise, and implement their program, including a *Septic Stewardship* pledge template and survey content for assessing participant knowledge.

Eligible Projects

Eligible projects will develop or expand residential septic maintenance programs that provide cost-share, outreach, and programming on water quality impacts.

Eligible projects must:

- Be located in Western Montana, west of the Continental Divide.
- Be complete, including final grant reporting, by March 2029.
 - If a project will extend beyond the grant period, an extension may be requested no later than 6 months prior to March 2029 and will need to be approved by WMCC and EPA.
- Conduct surveys of participants before and after participation to assess knowledge growth.
- Meet the mandatory cost-share requirements (match).

Example Projects & Resources

[Flathead Basin Septic Maintenance Reimbursement Program](#): a collaborative program supported by WMCC, Lake County CD, Flathead CD, and Montana Department of Environmental Quality (DEQ).

228 Other examples of eligible projects:

- 229 • Residential Septic System Education and Maintenance Program development that includes:
 - 230 ○ Pumping existing septic tanks
 - 231 ○ Existing septic system inspections
 - 232 ○ Assistance for other septic tank maintenance
 - 233 ○ Program material development, printing, and advertising
 - 234 ○ Homeowner Septic Planning Programs
- 235 • Residential Septic System Education and Maintenance Program expansion or continuation
- 236 • Community or professional conferences or workshops on septic-related education

237 **Ineligible Projects**

- 238 • Septic system replacement
- 239 • Programs without educational components
- 240 • Programs without a focus on septic system maintenance
- 241 • Water quality testing

242 **Eligible Expenses**

243 Eligible project costs: Administrative costs comply with the [2 C.F.R. Part 200](#) Uniform Administrative
244 Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance). Project
245 costs are procured in accordance with 2 C.F.R. 200 Part 300.

246 Preferences will be given for project proposals that use American made materials, including raw and
247 manufactured products. Procurement policies must be documented, and entities must maintain
248 oversight to ensure that contractors perform in accordance with relevant terms, conditions, and
249 specifications of their contracts or purchase orders.

- 250 • Maintenance and repair
- 251 • Professional services
 - 252 ○ Septic pumping costs
 - 253 ○ Septic inspection services
- 254 • Training and education
- 255 • Staff salaries (up to 50% of staff time can be paid for and 50% must be an in-kind match of
256 hours, with total salary wages to not exceed 25% of the awarded grant)
- 257 • Materials and supplies
- 258 • Outreach event costs
- 259 • Program advertising
- 260 • Printing and publication costs for outreach materials
- 261 • Signs for advertising programs
- 262 • Digital, radio, and print ads

263 **Ineligible Expenses**

- 264 • Damage repair from a septic backflow
- 265 • Sump pumping backflow
- 266 • Landscaping costs
- 267 • New fixtures including sinks, showers, etc.
- 268 • Methane gas monitoring
- 269 • Hazardous waste, other than raw septage from a septic tank, removal and disposal
- 270 • Equipment and capital expenses
- 271 • Donations
- 272 • Entertainment costs
- 273 • Fundraising costs
- 274 • Lobbying
- 275 • Indirect costs
- 276 • Any others not on this list that do not comply with EPA requirements

277 **Grant Limits**

278 Up to \$50,000.00 per award.

279 **Grants Awarded**

280 Grants will be awarded until total awards reach \$500,000.00.

281 **Match**

282 Residential Septic System Education and Maintenance Program Grants require a 25% non-federal cost-
283 share which can include nonfederal in-kind.

284 **How to Apply**

285 Applications are submitted online through Submittable and can be accessed here [insert updated link
286 to WMCC site].

287 **Septic System Replacement and Sewer Connectivity Grant**

288 **Purpose**

289 Underperforming septic systems can release pollutants into groundwater and waterbodies. Replacing
290 and upgrading underperforming septic systems or connecting to adjacent sewer systems can reduce
291 potential pollutants introduced to ground and surface waters.

292 The Septic System Replacement and Sewer Connectivity Grant program provides funds for replacing
293 aging and underperforming septic systems or to connect residents to local sewer districts/systems, if
294 and where applicable.

Applications with the greatest community need and benefits to local water quality will be ranked more highly (e.g., preference for underserved communities, proximity to a waterbody, and number of systems connecting to a sewer system). Community characteristics will be evaluated according to the indices provided within the [EPA's Environmental Justice Screening and Mapping Tool \(EJScreen\)](#).

Eligible Projects

Eligible projects will provide water quality benefits by replacing aging and underperforming septic systems or connecting septic systems or a group of septic systems to a local water and sewer district.

Eligible projects must:

- Be located in Western Montana, west of the Continental Divide.
- Be complete, including final grant reporting, by March 2029.
 - If a project will extend beyond the grant period, an extension may be requested no later than 6 months prior to March 2029 and will need to be approved by WMCC and EPA.
- Meet the mandatory cost-share requirements (match).

Example Projects & Resources

[Project Highlights | ARPA](#): Northwest Montana Resident-Owned Trailer Park Revitalizes Water and Sewer Infrastructure

[Resident-owned community poised to hook into Kalispell's water and sewer | Daily Inter Lake](#)

[Renewable Resource Grant and Loan \(RRGL\) Program](#): DNRC's program offers grants to private individuals/corporations for septic system replacement. Evaluation criteria and reporting requirements for RRGL grants will serve as a model for this program.

Ineligible Projects

- Contaminated soil removal
- Water quality tests
- Septic system maintenance
- Replacements or connection of septic systems NOT owned by private residents (e.g. businesses)
- New home construction
- Domestic well construction
- Research

Eligible Expenses

Eligible project costs: Administrative costs comply with the [2 C.F.R. Part 200](#) (Uniform Guidance). Project costs are procured in accordance with 2 C.F.R. 200.Part 300.

Preference will be given to projects that use American made materials, including raw and manufactured products. Procurement policies must be documented, and entities must maintain

328 oversight to ensure that contractors perform in accordance with the relevant terms, conditions, and
329 specifications of their contracts or purchase orders.

330 Eligible expenses include costs within a project to replace failing septic systems or connect septic
331 systems to local sewer districts/systems including:

332 Costs associated with obtaining project authorization and management of the grant:

- 333 • Preliminary engineering report/feasibility report
- 334 • Obtaining permits
- 335 • Administrative and legal fees

336
337 Planning and design costs:

- 338 • Project design plans and specifications
- 339 • Environmental review documentation
- 340 • Connection fee for sewer

341
342 Septic systems and connection costs:

- 343 • Construction of new septic systems to replace failing systems (advanced systems that reduce
344 potential ground and surface water pollution will rank higher)
- 345 • Leach field replacement
- 346 • Connection to municipal sewer

347 **Ineligible Expenses**

- 348 • Damage repair from a septic backflow
- 349 • Sump pumping backflow
- 350 • Landscaping costs
- 351 • New fixtures including toilets, sinks, showers, etc.
- 352 • Methane gas monitoring
- 353 • Hazardous waste removal and disposal, excluding septage
- 354 • Indirect costs
- 355 • Any others not on this list that do not comply with EPA requirements

356 **Grant Limits**

357 Up to \$80,000.00 per award.

358 Projects that have the largest impact in reducing septic leachate pollution will be given priority ranking.

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361 **Grants Awarded**

362 The number of grants awarded is dependent on the size of the projects submitted. A total of 3-10
363 grants will be awarded until total awards reach \$237,967.00.

364 **Match**

365 Septic System Replacement and Sewer Connectivity Grants require a 25% nonfederal cost-share which
366 may include nonfederal in-kind.

367 **How to Apply**

368 All applications will be completed within an online form that can be accessed here [insert updated link
369 to WMCC site].

370 **Showcase Green Stormwater Infrastructure Project Grant**

371 **Purpose**

372 As Western Montana rapidly grows and the population increases, urban stormwater is, and will
373 continue to be, a source of toxic pollution in the Upper Columbia Basin. The Green Stormwater
374 Infrastructure (GSI) Project Grant is designed to support the planning, design, and construction of two
375 showcase green stormwater infrastructure projects in Western Montana. These projects will be
376 designed to mitigate stormwater pollution and reduce runoff while showcasing additional co-benefits
377 of GSI.

378 For the purpose of this grant, green stormwater infrastructure means any stormwater management
379 technique or practice employed with the primary goal of preserving, restoring, mimicking, or enhancing
380 natural hydrology. Green stormwater infrastructure includes but is not limited to methods of using soil
381 and vegetation to promote soil percolation, evapotranspiration, and filtering or the harvesting and
382 reuse of precipitation.

383 This grant supports projects that showcase green stormwater initiatives (i.e., stormwater parks,
384 constructed wetlands) that mitigate stormwater toxins and provide Western Montana communities an
385 amenity with co-benefits and opportunities for public engagement. Green stormwater treatment
386 methods must have known toxic reductions (i.e., heavy metals, oil, grease, 6PPD, other emerging
387 contaminants, etc.).

388 Projects that provide various nature-based recreation opportunities (e.g., trails/walking paths,
389 community gathering space, wildlife viewing) and other co-benefits (e.g., native plants, educational
390 opportunities) in addition to stormwater treatment and flood control will be ranked higher. For
391 example, stormwater parks are community facilities that treat stormwater from a larger area (regional
392 stormwater facility) and provide recreational opportunities (parks, trails, open space, community
393 gardens, etc.). Projects will be required to have educational and/or interpretive signage.

394

Eligible Projects

Eligible projects will create green stormwater infrastructure projects designed to mitigate pollution and reduce runoff while showcasing co-benefits and opportunities for public engagement.

Eligible projects must:

- Be located in Western Montana, west of the Continental Divide.
- Be complete, including final grant reporting, by March 2029.
 - If a project will extend beyond the grant period, an extension may be requested no later than 6 months prior to March 2029 and will need to be approved by WMCC and EPA.
- Meet the mandatory cost-share requirements (match).

Example Projects & Resources

The following are examples of projects that may be used as models for projects developed with these funds. New projects developed with this grant may vary and have modified program specifics based on the needs of the local community.

[Stormwater Parks | Puget Sound Regional Council](#): Numerous examples of stormwater parks and guidance for planning stormwater parks.

[National Recreation and Parks Association | Resource Guide for Planning, Designing, and Implementing Green Infrastructure in Parks](#)

[Green Infrastructure in Parks: A Guide to Collaboration, Funding, and Community Engagement \(EPA 841-R-16-112\)](#)

- [Tools, Strategies and Lessons Learned from EPA Green Infrastructure Technical Assistance Projects](#)

[San Francisco Stormwater Schoolyards](#): Stormwater schoolyards prioritize multi-purpose infrastructure that delivers stormwater performance while enhancing children's learning and play opportunities.

[The Yolo Bypass Wildlife Area](#): The wetland contributes to flood control in the area while coexisting with agricultural practices and providing a space for nature exploration, hunting, and educational programs.

[Tres Rios Wetlands](#): This project is designed to improve water quality, in lieu of expensive upgrades, to a traditional wastewater treatment plant, and restore wildlife habitat.

[Forest to Faucets](#): This is a forest restoration project where in key areas is proving to be pivotal for reducing forest fires, protecting against post-fire sedimentation in the riverbeds and creeks that feed the water supply, and improving ecosystem health.

426 Save the Bay: Green infrastructure projects that reduce urban heat, improve air quality, support mental
427 health, and reduce pollution runoff into the Bay.

428 Shiloh Conservation Area | Billings Public Works, MT: The Shiloh Conservation Area balances the
429 objectives of water quality improvement and flood control while also providing recreational and
430 educational benefits to the community.

431 **Ineligible Projects**

- 432 • Projects that do not reduce stormwater pollutants
- 433 • Projects that do not address stormwater
- 434 • Projects that do not include co-benefits
- 435 • Projects that do not include opportunities for the public

436 **Eligible Expenses**

437 Eligible project costs: Administrative costs must comply with the 2 C.F.R. Part 200 Uniform Guidance.
438 Project costs must be procured in accordance with 2 C.F.R. 200. Part 300.

439 Preferences are given for American-made materials, including raw and manufactured products.
440 Procurement policies must be documented, and entities must maintain oversight to ensure that
441 contractors perform in accordance with the relevant terms, conditions, and specifications of their
442 contracts or purchase orders.

- 443 • Professional Services
 - 444 ○ Planning and design
 - 445 ○ Engineering
 - 446 ○ Construction costs
 - 447 ○ Permits
- 448 • Plants
- 449 • Infrastructure to manage stormwater
- 450 • Outreach materials
- 451 • Project advertising

452 **Ineligible Expenses**

- 453 • Toxic soil removal
- 454 • Equipment purchases
- 455 • Indirect costs

456 Any others not on this list that do not comply with EPA requirements

457 **Grant Limits**

458 \$1,100,000.00 per award.

459 Showcase projects will likely exceed \$1.1M. Applicants are encouraged to consider additional funding
460 sources. Applications that demonstrate innovation, showcase GSI, and provide multiple benefits for
461 communities will be ranked higher.

462 **Grants Awarded**

463 Two grants will be awarded.

464 **Match**

465 Showcase Green Stormwater Infrastructure Project Grants require a 25% nonfederal cost-share which
466 may include nonfederal in-kind.

467 **How to Apply**

468 Applications are submitted online and can be accessed here [insert updated link to WMCC site].

469 **Residential and Community Green Stormwater Infrastructure Program Grant** 470 **Purpose**

471 As Western Montana rapidly grows and the population increases, urban stormwater is, and will
472 continue to be, a source of toxic pollution in the Upper Columbia Basin. Engaging residents and
473 communities to take action to understand and reduce stormwater pollution is important to protect
474 western Montana's water quality for years to come.

475 The Residential and Community Green Stormwater Infrastructure (GSI) Program Grant is for residential
476 GSI implementation with the goal to provide eligible entities with the resources to develop new or
477 grow existing rain garden, rain barrel, or other applicable programs for residents and communities.

478 Eligible activities may include but are not limited to building an educational demonstration rain garden
479 and beginning new or improving existing programs to provide financial and/or technical support to
480 residents and communities implementing GSI. If no program already exists, all activities should include
481 components of program development such that a program can be sustained by the recipient beyond
482 the period of the grant and/or public education and outreach activities. Applications that incorporate
483 programmatic development activities will be ranked more highly than those that include one-time
484 education and outreach activities. Programmatic development activities include but are not limited to
485 developing program resources and processes for engaging residents and community members.

486 Alongside such activities, recipients will engage and educate residents about toxic pollution from
487 stormwater and present participants with a *Stormwater Stewardship* pledge to garner long-term
488 behavior change commitments to toxic reduction actions. Residents will be surveyed before and after
489 program participation to assess knowledge increase and behavior change commitment.

490 WMCC staff will provide awardees with resources and capacity support during program development
491 and implementation as needed within staff capacity. WMCC has developed a toolkit of materials that

may be used by awardees to develop, advertise, and implement their program, including a Stormwater Stewardship pledge template and survey content for assessing participant knowledge.

Eligible Projects

GSI projects, as [defined by the EPA](#), are “the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspire stormwater and reduce flows to sewer systems or to surface waters.”

Eligible projects will develop community green stormwater infrastructure programs that engage and educate residents about toxic pollution from stormwater and provide support for implementing GSI.

Eligible projects must:

- Be located in Western Montana, west of the Continental Divide.
- Be complete, including final grant reporting, by March 2029.
 - If a project will extend beyond the grant period, an extension may be requested no later than 6 months prior to March 2029 and will need to be approved by WMCC and EPA.
- Involve elements of program development that can outlast the length of the grant.
- Conduct surveys of participants before and after participation to assess knowledge growth.
- Meet the mandatory cost-share requirements (match).
- Comply with local, state, and federal laws.

Eligible projects include:

- [Rain barrels](#)
- Greening alleyways
- Open spaces with native plants
- [Rain gardens/bioretention cells](#)
- Wetlands near residential properties
- Native riparian areas
- Wetlands or greening steep hillsides
- [Permeable pavements](#)
- Bioswales
- Planter boxes
- [Green roofs](#)
- Green parking
- [Urban tree canopies](#)
- [Downspout rerouting](#)

526 **Example Projects & Resources**

527 The following are examples of programs that may be used as models for programs developed with
528 these funds. New programs developed with this grant may vary and have modified program specifics
529 based on the needs of the local community.

530 **Rain Garden Programs**

- 531 • [Flathead Rain Garden Initiative](#)
- 532 • [Water Resources Office of Washtenaw County's Schoolyard Rain Garden Program](#)
- 533 • [Metro Blooms Resilient Landscapes Programs](#)

534 **Rain Barrel Programs**

- 535 • [District of Columbia Riversmart Homes](#)
- 536 • [Philadelphia Rain Check Program for Rainwater Harvesting](#)

537 **Other GSI Programs**

- 538 • [Blue Thumb Planting for Clean Water Programs](#)
- 539 • [Ashoka's Alley Gating and Greening Initiative in Baltimore](#)
- 540 • [Chicago Region Trees Initiative](#)
- 541 • [Illinois River Watershed Partnership Riparian Restoration Program](#)

542 **Demonstration GSI Projects**

- 543 • [Flathead Conservation District Demonstration Garden, Kalispell](#)
- 544 • [Educational Gardens at the Rocky Mountain Gardens and Exploration Center, Missoula](#)
- 545 • [Los Angeles Elmer Ave Green Street](#)
- 546 • [Permeable Pavement and Bioretention Demonstration Project in Wilmington, MA](#)

547 **Ineligible Projects**

- 548 • Projects that do not capture stormwater
- 549 • Projects that do not include public outreach or educational components
- 550 • Projects that do not include components of programmatic development

551 **Eligible Expenses**

552 Eligible project costs: Administrative costs comply with the [2 C.F.R. Part 200](#) Uniform Guidance. Project
553 costs must be procured in accordance with 2 C.F.R. 200. Part 300.

554 Preferences are given for American-made materials, including raw and manufactured products.
555 Procurement policies must be documented, and entities must maintain oversight to ensure that
556 contractors perform in accordance with the relevant terms, conditions, and specifications of their
557 contracts or purchase orders.

- Native plants
- Permeable paving materials
- Materials and supplies for GSI construction projects
- Outreach event costs
- Program advertising
- Printing costs for outreach materials
- Signs for advertising programs
- Digital, radio, and print ads
- Staff clerical costs and fringe benefits (50% of staff time can be paid for 50% must be in-kind, with total salary wages to not exceed 25% of the awarded grant)
- Professional services to create applicable GSI projects

Ineligible Expenses

- Non-native plants
- Tool purchases
- Capital expenses
- Indirect costs
- Any others not on this list that do not comply with EPA requirements

Grant Limits

Up to \$50,000.00 per award.

Grants Awarded

Grants will be awarded until total awards reach \$245,000.00.

Match

Residential and Community Green Stormwater Infrastructure Program Grants require a 25% nonfederal cost-share which may include nonfederal in-kind.

How to Apply

All applications will be completed within an online form that can be accessed here [insert updated link to WMCC site].

General DNRC Granting Policy Summary

As an attachment of DNRC, WMCC uses all DNRC grant agreements and processes. The DNRC's agreement and processes delineate roles, responsibilities, and safeguards to ensure effective implementation of the funded project while adhering to legal and regulatory requirements. It

establishes a framework for accountability, compliance, and successful project execution. The following is a brief explanation of what is included in DNRC grant agreements:

1. **Parties Involved:** The DNRC administers the grant, with the State of Montana acting as the federal grant recipient from EPA. The Subrecipient, represented by [applicant's name], is tasked with project execution. The Subrecipient's contact details and responsibilities are specified.
2. **Purpose:** WMCC authorizes grants for environmental projects. This Agreement establishes terms for funding the Subrecipient's project, titled [Project Title].
3. **Term and Scope:** The Agreement's effective date and project completion timeline are outlined. Extensions are possible upon request and with valid cause. The project scope guides project implementation.
4. **Funding and Disbursements:** The project budget specifies anticipated expenditures. DNRC oversees fund transfers and requires approval for transfers exceeding 10% of the total grant. Requests to modify the budget must be submitted to DNRC in writing in advance for approval. DNRC reimburses actual project expenses and disburses funds upon verification of eligible expenses and project progress.
5. **Compliance and Reporting:** Both parties must adhere to federal, state, and local laws. Quarterly progress reports, due within 15 days after each quarter, and a final report upon project completion are mandatory. Compliance with Generally Accepted Accounting Principles (GAAP) and recordkeeping requirements ensures audit readiness.
6. **Contractual Obligations:** Various clauses address employment status, equal employment, indemnity, liability, and compliance with laws. The Subrecipient must obtain permits, licenses, and authorizations necessary for project initiation and completion. Compliance with federal regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is mandated.
7. **Termination and Remedies:** Procedures for breach of agreement and termination are outlined, along with remedies and liabilities. DNRC may terminate the Agreement if funds are not available. The Subrecipient's failure to comply with terms may lead to termination, repayment of funds, or withholding of future grant payments.
8. **Miscellaneous:** Provisions cover assignment, legal venue, waivers, conflicts of interest, whistleblower protections, and federal mandates regarding seat belt use and text messaging while driving.

Appendices

Appendix A: General Grant Management

WMCC staff use the following DNRC process for general grant management.

Application:

- Applicants:
 - Access the grant application portal on the WMCC website

- Complete the online application form, providing all required information and supporting documents specific to the chosen grant opportunity
- Ensure compliance with eligibility criteria and submission deadlines outlined in the grant guidelines
- All applications must be submitted online grants.dnrc.gov.

Completion Check:

- Upon receipt of the application, WMCC staff will conduct a completeness check to ensure all required information and documents have been provided.
- Incomplete applications will be returned to the applicant with guidance on necessary revisions or additions.
- Ineligible applicants or projects will be notified.

Review and Approval:

- WMCC staff and Commission Members will review all complete grant applications.
- Applications will be evaluated based on ranking criteria outlined in the grant application guidelines.
- Ranking criteria will consider, potential reduction in NPS, socioeconomic factors, and technical and financial feasibility.
- Final approval of grant awards will be made by the Commission and the designated authority of DNRC.

Award and Pre-agreement:

- Successful applicants will be notified of their grant award status.
- Prior to receiving funds, recipients will submit startup conditions outlining the terms and conditions of the grant.
- Startup conditions may include project timelines, reporting requirements, budget details, and other relevant stipulations.

MEPA (Montana Environmental Policy Act) Compliance:

- WMCC requires compliance with the MEPA per state law and associated DNRC Administrative rules ([ARM 36.2.523](#)). MEPA requires state agencies to prepare a detailed statement on any project, program, or activity directly undertaken by the agency; a project or activity supported through a contract, grant, subsidy, loan, or other form of funding assistance from the agency; and a project or activity involving issuance of lease, permit, license, certificate, or other entitlement for use or permission by the agency ([MCA Title 75, Chapter 1](#)). Thus, all projects will be subject to MEPA review. A final decision by WMCC is required before funds are awarded.
- [Environmental Checklist](#) required at application.

- If an Environmental Assessment has already been completed for the proposed project, please attach.
- Projects will be required to obtain necessary permits and approvals in accordance with state environmental regulations.

Grant Agreement:

- Upon completion of startup conditions, successful applicants will enter into formal grant agreements with DNRC.
- Grant agreements will detail the rights and responsibilities of both parties, including project scope, budget, reporting obligations, and termination provisions.

Grant Management:

- Grantees will manage grant funds in accordance with the approved budget and project plan.
- WMCC staff will provide technical assistance and support throughout the grant period as needed.
- Grantees are responsible for maintaining accurate records and complying with all applicable regulations.

Amendments:

- Requests for changes to the term date, project scope, schedule, or budget must be submitted in writing to DNRC.
- Amendments will be considered based on the impact on the project goals, budget, and timeline. No amendments to the standard grant agreement language will be permitted.
- Amendments must be executed by both parties. Approved amendments will be documented in writing and incorporated into the grant agreement.

Reimbursement and Progress Reports:

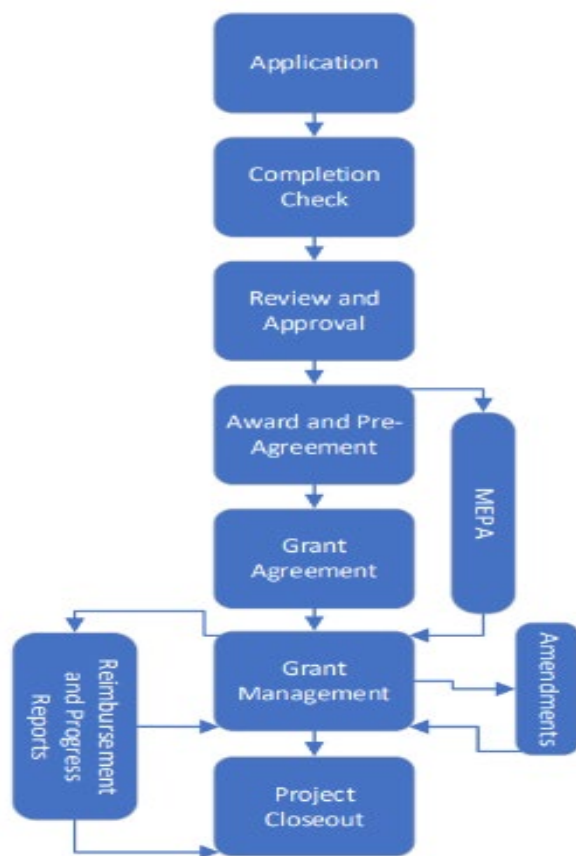
- Grantees may request reimbursement for eligible project expenses in accordance with the grant agreement.
- Progress reports detailing project activities, expenditures, and outcomes will be submitted to DNRC at regular intervals specified in the grant agreement.

Project Closeout:

- Upon completion of the grant-funded project, grantees will submit a final report detailing project achievements, expenditures, and any remaining deliverables.

DNRC will conduct a final review of project documentation and expenditures before closing out the grant. Any unexpended funds will be returned to WMCC, and the grant will be officially closed.

694 **Grant Management Workflow:**



695
696 *Figure 2: Flowchart of grant management workflow*

697 **Appendix B: Eligibility and Ranking**

698 All entities must have a Unique Entity Identifier (UEI) and registration number with SAM.gov prior to
699 applying for any of the grants within these guidelines. Obtaining a registration number takes time, so
700 please make sure to start the process before applying for any grant within these guidelines. If an entity
701 applies for a grant without a UEI number and SAM.gov registration a [letter stating](#) awards will be
702 conditional until an UEI and SAM.gov registration is provided by the applicant.

703 Assistance for SAM.gov: [Guide](#) for SAM registration.

704 If a project submission or applicant is deemed ineligible, then a letter will be sent describing why they
705 are ineligible or how and why the project does not meet the requirements of the grant. [This is an](#)
706 [example letter](#).

707 **General Ranking**

708 Technical and financial feasibility of the project as determined by:

- 709 1. Budget Narrative and Detail: Costs are reasonable to accomplish the proposed project goals,
710 objectives, and measurable environmental outcomes. The proposed budget provides a detailed
711 breakout of the approximate funding used for each major category. The budget must itemize costs
712 related to personnel, fringe benefits, travel, equipment, labor, and contractual costs.
- 713 2. Scope of Work: The Application identifies milestones for specific tasks or deliverables such as:
714 Project management plan, bidding and procurement, obtaining permits, field sampling/surveys,
715 community outreach events, progress and final reports, and partnership agreements.
- 716 3. Outputs & Outcomes: The ability of the project to achieve measurable outputs/outcomes
717 identified in the CRB Restoration Program and the proposed subgrant programs considering: Past
718 performance & programmatic capacity; work plan with clearly identified activities and quantified
719 outputs/outcomes; performance plan describing progress to achieving outputs/outcomes;
720 longevity of the applicant's ability to promote/continue efforts after grant funding has ended;
721 commitment of applicant to have a documented long-term water quality/restoration goal and/or
722 publicly available report or education/outreach material for meaningful engagement with affected
723 communities; percent of committed match; demonstrated public & stakeholder support; projects
724 mitigating for past environmental justice impacts & improve community health, resilience and/or
725 sustainability; & projects that will foster resilience/adaptation to changing climate & environmental
726 conditions.

727 Rankings and Awards: WMCC will review/rank applications within the published deadlines and provide
728 a ranked list of recommended awards to a final review committee comprised of DEQ, WMCC, and other
729 relevant overseeing organizational staff. The committee will review the ranking and recommendations
730 and approve awards. Award notices will be sent to successful subrecipients, and WMCC will work with
731 them to enter into a grant agreement. The grant agreement details the conditions of the award and
732 legal and reporting requirements. Reimbursement of eligible costs may not occur prior to an executed
733 grant agreement.

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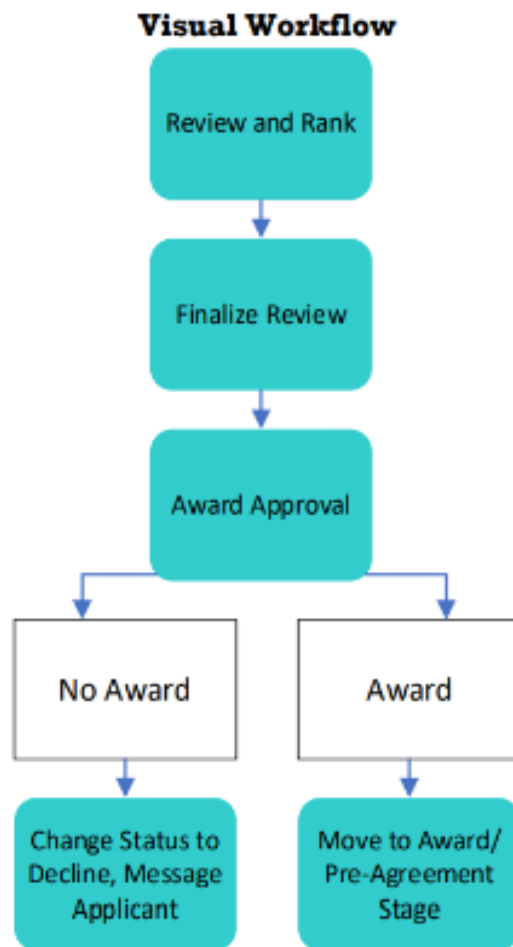
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743 **WMCC Grant Review Workflow:**



744
745 *Figure 3: Flowchart of review and ranking workflow for WMCC staff*

746 **Appendix C: Award**

747 Upon award, successful applicants will receive an award letter. Within this letter, applicants will be
748 required to agree to certain terms and conditions as demonstrated in the example letter below.

749 GRANT RECIPIENT ORGANIZATION
750 ADDRESS
751 CITY, MT ZIP

752
753 RE: WMCC Residential Septic System Education and Maintenance Program Grant Award Letter PROJECT
754 TITLE

755 Dear AUTHORIZED PERSON:

756 Congratulations on receiving your Residential Septic System Education and Maintenance Program grant
757 for \$AWARD AMOUNT for the PROJECT TITLE.

Project costs incurred (AS OF THE DATE OF THIS LETTER) may be eligible for reimbursement. Before DNRC can reimburse eligible project expenses, GRANT RECIPIENT ORGANIZATION must enter into an executed grant agreement with DNRC. DNRC requires the following Startup Conditions to draft a grant agreement. Startup conditions are due within (3-MONTHS) or (6 MONTHS) of the date of this letter. Failure to meet the deadline to submit startup conditions may result in DNRC rescinding this grant award.

Startup Conditions:

- Updated Scope
- Updated Schedule (PDF Schedule)
- Updated Budget (Uniform Budget Status of Funds Tracker)
- Match Requirements
- Commitment Letters for Matching Funds
- Grant Management Plan (Document)
- Project Kickoff Meeting
- Memorandum of Understanding (if required)
- Procurement Plan (if required)

APPLICANT ORGANIZATION must enter into a grant agreement with DNRC prior to requesting reimbursement for eligible project costs.

OPTIONAL Program Specific Requirements:

- Progress Meetings
- Eligible Project Cost Limitations

Please contact me if you have any questions. I am looking forward to working with you on your project.

Sincerely,

GRANT MANAGER

Cc: PROJECT CONTACT
PROJECT MANAGER

Appendix D: Match Information

Grants will be awarded up to 75% of total project costs or the designated grant maximum. Recipients must provide a 25% nonfederal match or cost share. Match is the portion of project costs not paid with grant funds and is usually the recipient's contribution or a third party's donated services or supplies. Recipient must document, according to the terms of the Grant Agreement, that the match requirement has been met. Costs used to meet a match requirement must be allowable under the applicable cost principles and must meet program guidance and documentation requirements.

Matching contributions may be in the form of in-kind or cash from nonfederal sources. However, all contributions must be targeted for expenditure on the project specifically identified in the application.

Costs claimed as match must meet all the following criteria:

- Matching funds must be substantiated by accounting records.
- Be necessary and reasonable for the accomplishment of project objectives, and

Be considered eligible as meeting program requirements. Projects under these grant programs are subject to funding limitations and mandatory cost share requirements provided in CWA § 123(d)(2).

Examples for Match:

- In-kind staff time
- In-kind staff time for any partner doing work to support the grant program or project
- Volunteer hours
 - In-kind staff or volunteer time is allowed. However, the time hours will need to be monetized to show the specific match amount. For example, if you are anticipating hosting an outreach event using approximately 20 volunteers for 2 hours at \$20/hour, then the total = \$800 of in-kind match.
 - See page 4 of the Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance (revised January 2023).
- Cash
- Donated materials or services
- Non-federal grant funds
- Non-federal loan funds

The application will need to show where the cost share is coming from (cost share letters, in-kind volunteer hours, etc.).

Appendix E: Procurement and Contracting - Subawardee Vendor Contracts

WMCC grant program funds can be used for granting related vendor contracting of goods and services, construction or licenses professional services. Grant recipients are responsible for ensuring any procurement using DNRC grant funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Montana Procurement Act (Title 18, Chapter 4) and local procurement laws, rules, or policy. In the case that federal procurement limits in accordance with 2 CFR 200 Part 300 are more restrictive than state standards, federal standards must be followed. Preference for disadvantaged businesses according to the Disadvantaged Business Enterprise Program Requirements of the US EPA must be considered. Grant recipients are responsible for determining the most appropriate instrument of procurement. The State of Montana provides the public with an overview of the processes that control the expenditure of state sponsored federal funds in their Montana Procurement Guide ([State of Montana Procurement Guide \(mt.gov\)](https://mt.gov/procurement)).

- 829 General Procurement Planning Timeline Considerations for Subawardees:
- 830 • 180-day (6 months) turnaround from requirement identification to contract award.
- 831 • 30-day minimum for public announcement period for bid solicitations.

832 State and federal procurement limits are summarized in Table 2.

833 *Table 2. State and Federal Procurement Overview*

The information below is guidance only and is static. It does not constitute legal advice.

| | State of Montana | | | Federal | | | |
|-----------------------|--|--|--|---|---|----------------|-----------------------|
| | <i>Goods & Services MCA Title 18, Chapter 4</i> | <i>Construction MCA Title 18, Chapter 4</i> | <i>Licensed Professional Services MCA Title 18, Chapter 8</i> | <i>Goods & Services 2 CFR 200s</i> | <i>Construction 2 CFR 200s</i> | | |
| | | | | | | | |
| \$250,000 + | Competitive Invitation for Bid (IFB) or Request for Proposals (RFP) Award to lowest responsive bidder | Competitive Invitation for Bid (IFB) Award to lowest responsive bidder | Request for Qualifications (RFQ) Award to most qualified & negotiate rate | Competitive Proposals Award to lowest responsive bidder | Sealed bids Award to lowest responsive bidder | \$250,000 + | |
| \$100,000 - \$250,000 | Limited Solicitation Minimum of 3 Quotes Award to lowest responsive bidder | Limited Solicitation Minimum of 3 Quotes Award to lowest responsive bidder | | Small Purchases Minimum 3 Rate Quotes Award to lowest responsive bidder | Small Purchases Minimum 3 Rate Quotes Award to lowest responsive bidder | | \$100,000 - \$250,000 |
| \$50,000 - \$100,000 | | | | | | | \$50,000 - \$100,000 |
| \$10,000 - \$50,000 | | | | | | | \$10,000 - \$50,000 |
| \$0 - \$10,000 | Direct negotiation No Quotes Rotate vendors | Direct negotiation No Quotes Rotate vendors | Direct negotiation Rotate vendors | Micro purchases No Quotes Equitable Distribution | Micro purchases No Quotes Equitable Distribution | \$0 - \$10,000 | |

834

835 Grant recipients must maintain records sufficient to detail the history of procurement. Records include,

836 but are not necessarily limited to, the rationale for the method of procurement, selection of contract

837 type, contractor selection or rejection, and basis for the contract price. This documentation may be

838 requested and reviewed by DNRC in the course of grant monitoring activities or by independent

839 auditors during an audit.

840

841 **Appendix F: Reimbursements**

842 Grant recipients will submit requests for reimbursement using a State of Montana vendor invoice. In

843 addition to the DNRC vendor invoice, the grant recipient will submit copies of all project invoices

844 and/or receipts eligible for reimbursement.

845 Reimbursement requests must:

- 846 • Include a DNRC vendor invoice signed by an authorized agent
- 847 • Be billed by the tasks identified in the project scope of work and budget
- 848 • Be supported by backup documentation of contractor invoices, receipts, canceled checks, or
- 849 other documentation of costs

- 850 Recipient invoices need to relate clearly to the scope of work and budget in the grant agreement.
- 851 Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided
852 by WMCC) or other means of tracking and documenting match and the project budget.
- 853 • Reimbursement Guide - [Guidance Document](#)
 - 854 • Vendor Invoice - [Invoice Form](#) and [Instructions](#)
 - 855 • Reimbursement Package Checklist - [Checklist Document](#)
 - 856 • Reimbursement for Personnel Services - [Guidance Document](#)
 - 857 • Signature Authorization [Form](#)

858 **Appendix G: Reporting**

859 **Reporting:**

860 The grant recipient will provide progress reports to WMCC during the term of this Agreement. Reports
861 will provide status information for each project implementation task and identify the reporting period.
862 Status information will include, at a minimum:

- 863 • Project activities during the reporting period;
- 864 • Costs incurred;
- 865 • Funds remaining;
- 866 • Anticipated activities during the next reporting period, and
- 867 • Expected changes in scope, schedule, or budget.

868 The grant recipient shall report on total project costs including those funded by the grant recipient and
869 other matching funds. Significant problems encountered and necessary scope and time-line
870 modifications requested shall be noted.

871 The grant recipient must submit a project progress report with each reimbursement request at a
872 minimum on a quarterly basis. WMCC will not honor claims for reimbursement if WMCC has not
873 approved the progress report or if there is a delinquent report. Reimbursement requests must:

- 874 • Include a DNRC vendor invoice signed by an authorized agent.
- 875 • Be billed by the tasks identified in the project scope of work and budget.
- 876 • Be supported by backup documentation of contractor invoices, receipts, canceled checks, or
877 other documentation of costs.

878 **Final Report**

879 The grant recipient must submit one hard copy and one electronic copy (pdf) of the final report that
880 meets the requirements of the WMCC upon project completion. Final disbursement of funds is
881 contingent upon WMCC's receipt and approval of a final report that meets these requirements. Final
882 reports must be submitted to WMCC within 90 days of the Agreement termination date.

883 Final reports must include a signed Certificate of Compliance [to include as an attachment of the grant
884 agreement template] to WMCC upon project completion.

885 Projects that include construction must also submit a signed Engineer's Statement of Completion.
886 WMCC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

887 The grant recipient is not required to use the suggested format in this Attachment but must include the
888 information listed below. At a minimum, the final report must describe the purpose and location of the
889 project, project tasks, changes to the scope, schedule, or budget, how the project met stated goals and
890 objectives, how the project benefited resources, and the current project status. Final reports will be
891 made available to the public on the WMCC website.

892 **Example: Final Report Template**

893 **Title Page:**

- 894 • Grant recipient's name, address, and telephone numbers.
- 895 • DNRC Grant Agreement Number
- 896 • Name, address, and telephone of other contacts if primary contacts are not available.
- 897 • Funding: total project cost and amount of agreement
- 898 • State where copies of the report may be obtained (grant recipient contact person name,
899 address, and phone number. An email address or website is acceptable).
- 900 • A list of supporting documents (for example, construction completion reports or other project
901 deliverables, if applicable).

902 **Introduction:**

- 903 • Describe the project history, location, and purpose. Provide a project location map.

904 **Discussion and Results:**

- 905 • Describe how project goals and tasks identified in the Agreement were completed:
- 906 • Describe the planning process (for example: discuss project design, independent review,
907 coordination with agencies, permits required, and other activities).
- 908 • Describe how each task listed in the scope of work was accomplished. Provide details on each
909 task (for example: if trees were planted as an erosion control measure, state how many, the tree
910 species, the age or size of the trees, and the location of the plantings).
- 911 • List the goals and/or objectives of the project as stated in the scope of work and briefly describe
912 how they were met by the activities described in the tasks above. Discuss any differences
913 between project goals and objectives and actual project results.
- 914 • Provide an explanation for tasks that were not completed or any out-of-scope work.
- 915 • Include a project map, data, and/or photos that document the project.
- 916 • Summarize any problems encountered and solutions adopted. What would you do differently?

917 **Resource and Public Benefits:**

- 918 • Describe the project’s overall benefits. What are the anticipated and realized benefits to
919 resources and to the local and regional area of the completed project? Were these benefits
920 realized? If not, explain why.

921 **Grant Agreement Administration & Project Costs:**

- 922 • Work schedule: Compare the time allotted for project completion with the actual schedule.
923 Identify delays and discuss the reasons for delays.
- 924 • Budget: Include a table that summarizes how the monies were spent by budget category or task
925 as described in Attachment B and funding source (i.e. WMCC, Sponsor, other State or federal
926 agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the
927 course of the project.
- 928 • Match Funds: Identify all funds from other sources or in-kind services that were used to fund
929 the project. If matching funds are not completely spent, a justification will need to be provided.

930 **Project Completion and Certification**

- 931 • Grant recipient's Certificate of Compliance (must be signed for all projects).

932 Final Report will be submitted electronically in PDF format.

- 933 • WMCC Progress Report Form – [Insert Form]
- 934 • DNRC Grant Amendment Request Process - [Guidance Document](#)
- 935 • DNRC Vendor Invoice - [Excel Spreadsheet Form](#)
- 936 • DNRC Final Report Requirements - [Guidance Document](#)

937 **Appendix H: Grant Close Out & Final Reimbursement**

938 WMCC requires final reports, deliverables, and invoices in compliance with the agreement to process
939 final reimbursement. Ten percent (10%) of the total grant will be withheld until the grant recipient has
940 submitted an acceptable final report.

941 **Appendix I: Standard Grant Agreement (Next Page)**

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949 CONSERVATION AND RESOURCE DEVELOPMENT DIVISION
950 DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
951 RESOURCE DEVELOPMENT - GRANT AGREEMENT REVIEW ROUTE SLIP
952 EPA COLUMBIA RIVER BASIN TOXIC REDUCTIONS LEAD GRANT
953

Grant Number: WMC-24-01XX Submittable ID: [Submission ID]

Subrecipient: [Recipient Name]

Project Title:

DNRC Contact: Grant Manager

| Reviewer | Date In | Date Out | Initials |
|----------------|---------|----------|----------|
| Amy Personette | | | |
| Cid Sivils | | | |
| Bill Herbolich | | | |
| Autumn Coleman | | | |
| Anna Miller | | | |
| Legal | | | |
| FSO | | | |
| Amy Personette | | | |

954 **MEPA Determination**

- 955 ☐ NO MEPA/MEPA Exempt (HB34)
- 956 ☐ CATX or Adoption – Information entered on MEPA Decision Tracker on Teams
- 957 ☐ MEPA Incomplete ☐ MEPA Started (Draft to Sam) ☐ MEPA Complete and Filed
- 958 ☐ EA, Amended Adoption or Emergency – MEPA Consult Complete AND Information entered on MEPA Decision
- 959 ☐ MEPA Incomplete ☐ MEPA Started (Check Tracker) ☐ MEPA Complete and Filed
- 960 Tracker on Teams
- 961

962 **Comments:**

963

964 Grant Agreement Specific Sections: Section 1, 2, 4, 5, 6, 7, 8, 11, 19

965 List below any changes to Standard Sections:

966

967 **Section 2 Term: effective date of this Agreement is March 1, 2024**

968

969 Please review the enclosed Grant Agreement and pass it on to the next reviewer when finished. Please return the

970 document to the Conservation and Resource Development Division as soon as possible.

971

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RESOURCE DEVELOPMENT - GRANT AGREEMENT
EPA MONTANA WATERS: CLEARLY CONNECTED - REDUCING STORMWATER AND SEPTIC LEACHATE
TOXIC POLLUTION IN THE HEADWATERS OF THE COLUMBIA RIVER BASIN
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Subrecipient: [Recipient Name]

Project Title: [Project Title]

Grant Number: [Grant Agreement Number] Submission ID [Submission ID]

980
981

Declarations

- SECTION 1. PURPOSE.
- SECTION 2. TERM.
- SECTION 3. DNRC's ROLE.
- SECTION 4. PROJECT SCOPE
- SECTION 5. PROJECT BUDGET.
- SECTION 6. AVAILABILITY OF FUNDS.
- SECTION 7. DISBURSEMENTS.
- SECTION 8. REPORTS.
- SECTION 9. RECORDS AND AUDITS.
- SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.
- SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.
- SECTION 12. EQUAL EMPLOYMENT.
- SECTION 13. DEFENSE, INDEMNITY AND LIABILITY.
- SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.
- SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.
- SECTION 16. ACKNOWLEDGEMENT OF SUPPORT.
- SECTION 17. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.
- SECTION 18. ASSIGNMENT AND AMENDMENT.
- SECTION 19. MONTANA LAW AND VENUE.
- SECTION 20. WAIVER.
- SECTION 21. CONFLICTS OF INTEREST.
- SECTION 22. REMEDIAL ACTIONS.
- SECTION 23. HATCH ACT.
- SECTION 24. FALSE STATEMENTS.
- SECTION 25. DEBTS OWED TO THE FEDERAL GOVERNMENT.
- SECTION 26. DISCLAIMER.
- SECTION 27. PROTECTIONS FOR WHISTLEBLOWERS.
- SECTION 28. INCREASING SEAT BELT USE IN THE UNITED STATES.
- SECTION 29. REDUCING TEXT MESSAGING WHILE DRIVING.
- SECTION 30. ENTIRE AGREEMENT.
- ATTACHMENT A – SCOPE OF WORK
- ATTACHMENT B – BUDGET
- ATTACHMENT C – REPORTING REQUIREMENTS

FOR DNRC USE ONLY

Maximum Amount under this Grant: \$[\$x,xxx.00]

Source of Funds

| Fund Name | Fund No. |
|--------------------|----------|
| Res Dev & Cons-Fed | 03178 |

| Subclass | Org. No. | Amount |
|----------|----------|--------|
| 54022 | 3122 | \$ |

CDFA# 66.962 - Geographic Programs - Columbia River
Basin Restoration (CRBR) Program

FAIN # 96888301

Approved

No. [Grant Agreement
Number]

Division

F.S.O.

Legal.



**GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND
CONSERVATION AND [Recipient Name]**

THIS SUBAWARD (also referenced as “Grant Agreement” or “Agreement”), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by [Recipient Name], hereinafter referred to as the Subrecipient and represented by [Recipient Contact], and successors [Address], [Phone Number], [Email]. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. The Columbia River Basin Restoration Program (CRBRP) is authorized by 33 U.S.C. § 1275, amended by Pub. L. 115-270, title IV, § 4105, Oct. 23, 2018, 132 Stat. 3875. CRBRP authorizes the award of grants for environmental protection and restoration of the Columbia River Basin. EPA’s authority to obligate grant funds is subject to the availability of appropriated funds under the CRBRP and the authority provided in the Infrastructure Investment and Jobs Act, Pub. L. 117-58, November 15, 2021, 135 STAT. 1396, that provides appropriations authority utilizing the CRBRP statutory authority. The EPA is the Federal awarding agency. The State of Montana is the recipient (pass-through entity) of the federal award for Montana Waters: Clearly Connected – Reducing Stormwater and Septic Leachate Toxic Pollution in the Headwaters of the Columbia River Basin awarded on September 26, 2023, grant number (FAIN) 96888301. The purpose of this Grant Agreement (Agreement) is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Subrecipient for [Project Title].

SECTION 2. TERM. The effective date of this Agreement is (month/date/year). The Subrecipient shall have until (month/date/year) to complete the project and work described in **SECTION 4. PROJECT SCOPE**. DNRC may grant an extension for completion upon request and showing of good cause by the Subrecipient. A request for extension must be submitted at least 45 days prior to the termination date of this Agreement. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by DNRC.

SECTION 3. DNRC’s ROLE. DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient’s obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The DNRC liaison for this Agreement is Heidi Fleury at 406-594-1913, heidi.fleury@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601 All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the EPA Toxics Reduction Lead Grant Award dated September 2023, are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

4.1 N/A

4.2 N/A

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the DNRC liaison. A transfer of funds between budget categories exceeding 10% of the total grant will require an amendment of the agreement. Requests to modify the approved budget must be submitted in writing to the DNRC liaison for approval and must be made in advance of reimbursement requests.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with the CRBRP authorized by 33 U.S.C. § 1275, amended by Pub. L. 115-270, title IV, § 4105, Oct. 23, 2018, 132 Stat. 3875.

6.1 N/A

6.2 The DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC's continuation of performance of this Agreement in a subsequent fiscal period (§18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The DNRC shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS.

The Subrecipient must submit reimbursement claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. The Subrecipient shall submit a complete vendor invoice, signed by the Authorized Subrecipient, itemizing actual project expenses that can be documented with accounting records. To receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, and supporting documentation: proof of payment, receipts, vendor invoices, inspection certificates, timesheets, in-kind labor, and other documentation of expenses incurred.

DNRC only reimburses direct costs associated with the project. Direct costs are those which can be identified specifically as costs of implementing the approved project such as staff time directly attributable to the project, contracted expenses, materials and supplies for the project. DNRC cannot reimburse indirect costs, those that are incurred by the Subrecipient in support of general business operations, but which are not attributable to a specific funded project.

DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET, within the dates identified in SECTION 2. TERM, and that are clearly and accurately supported by the Subrecipient's reports to DNRC. Total payment for all purposes under this Agreement shall not exceed [\$x,xxx.00].

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC will withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by DNRC.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting progress reports, a final report, and a signed Certificate of Compliance to DNRC at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the DNRC liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE.

8.1 Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment C. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in Attachment C.

8.3 N/A

8.4 N/A

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with 2 CFR 200.331 as well as 2 CFR Part 200, Subpart D, Post Federal Award Requirements for Financial and Program Management, and 2 CFR Part 200, Subpart F, Audit Requirements. The DNRC, the Montana legislative auditor, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned, whichever is later. Subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Subrecipient agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE, INDEMNITY AND LIABILITY. Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its Subrecipients, its Subrecipient's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, or Subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state, and local law, statutes, rules and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§ 85-2-302(1), MCA), Change in Appropriation Right Authorization (§ 85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal (2 C.F.R. Part 200), state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that Subrecipient issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review the DNRC's identifies any

deficiencies, then the Department shall communicate those deficiencies to the Subrecipient within seven business days.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, Chapter 1 MCA; 36-2-503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of Governmentwide Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 1500 which implements the EPA's final guidance for the Uniform Administrative Requirements, Cost Principles and Audit Required for Federal Awards (2 C.F.R. Part 200).

Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
- iii. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation." OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. part 180
- iv. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
- v. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
- vi. New Restrictions on Lobbying, 31 C.F.R. part 21.
- vii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- viii. Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
- ix. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."
- x. Generally applicable federal environmental laws and regulations.
- a. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin,

sex, familial status, or disability;

- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), , which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by stateand local governments or instrumentalities or agencies thereto.
 - vi. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
 - vii. the Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
 - viii. the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970;
 - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
 - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - xi. the Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients and Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq. herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. ACKNOWLEDGEMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number CDFA# 66.962 - Geographic Programs - Columbia River Basin Restoration (CRBR) Program awarded to State of Montana by the EPA.”

SECTION 17. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.

17.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives or orders from DNRC, DNRC may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay to the DNRC all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the DNRC Conservation and Resource Development Division.

17.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. failure of the Subrecipient or its contractors, subcontractors, or Subrecipient entities to follow an Agreement term or condition; or
- ii. the Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or any Subrecipient breach/default specified in another section of this Agreement.

17.3 Upon the occurrence of a breach, the DNRC shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if the DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the DNRC, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

17.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the DNRC may exercise any or all the following remedies:

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend Subrecipient's performance; and
- iv. withhold applicable payment until the default is remedied.

17.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 18. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

SECTION 19. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

SECTION 20. WAIVER. A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC from insisting on strict compliance with this Agreement in other circumstances.

SECTION 21. CONFLICTS OF INTEREST. Recipient and Subrecipient understand and agree they must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and Subrecipients must disclose in writing to the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 22. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with CRBRP, other applicable laws, EPA's implementing regulations, guidance, or any reporting or other program requirements, or take other available remedies as set forth in 2 C.F.R. § 200.339.

SECTION 23. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 24. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 25. DEBTS OWED TO THE FEDERAL GOVERNMENT.

25.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the federal government to have been misused; or (3) that are determined by EPA to be subject to a repayment obligation and have not been repaid by Subrecipient, shall constitute a debt to the federal government as set forth in 2 C.F.R. § 200.346.

25.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in EPA's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). EPA will take any actions available to it to collect such a debt as set forth in 2 C.F.R. § 200.346.

SECTION 26. DISCLAIMER.

26.1 The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

26.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

SECTION 27. PROTECTIONS FOR WHISTLEBLOWERS.

27.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

27.2 The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A federal employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

27.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. DNRC may request from Subrecipient copies of the information it provides its employees.

SECTION 28. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 29. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient and Subrecipient should encourage its employees, Subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient and Subrecipients.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, [Recipient Name], hereby accepts this grant ([Grant Agreement Number]) according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the Department of Natural Resources and Conservation.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

Subrecipient:

By: _____
Subrecipient Signature

Subrecipient Print Name and Title

For: _____
Entity Name

Entity Tax ID #

Unique Entity Identifier (SAM.gov)

Date

Department of Natural Resources and Conservation:

By: _____
DNRC Signature

Print Name and Title

For: The Montana Department of Natural Resources and Conservation

Date

ATTACHMENT A - SCOPE OF WORK
[Project Title]

Background:

Scope of Work:

Schedule:

ATTACHMENT B – BUDGET
[Project Title]

| Task | EPA Grant ([Grant Agreement Number]) | MACD Match | Total |
|--------------|--|-----------------------|--------------|
| | | | |
| | | | |
| Total | | | |

ATTACHMENT C REPORTING AND REIMBURSEMENT REQUIREMENTS

Progress Reports

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule, or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

Final Report

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule, or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.

Final Report Requirements

1. Title Page:

- A. Subrecipient's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- C. Name, address, and telephone of other contacts if primary contacts are not available.
- D. Funding: total project cost and amount of agreement
- E. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
- F. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable).

2. Introduction: Describe the project history, location, and purpose. Provide a project location map.

3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement were completed:
 - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
 - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
 - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
 - Provide an explanation for tasks that were not completed or any out-of-scope work.
 - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

4. Resource and Public Benefits:

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.

5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).

7. Final Report submitted electronically (PDF)

FINAL REPORT

CERTIFICATE OF COMPLIANCE

Subrecipient: [Recipient Name]

Project Name: [Project Title]

Grant Number: [Grant Agreement Number]

Grant Amount: [\$x,xxx.00]

I, the undersigned, being duly qualified, respectfully, of the [Recipient Name], in _____
_____ County, State of Montana, do hereby certify that the above-named project is in full compliance with
all of the covenants and conditions set forth in the Agreement identified above between the [Recipient
Name] and the State of Montana, Department of Natural Resources and Conservation. I understand that
any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

Authorized Subrecipient Signature

Date _____

This form is available on the DNRC website:
<https://dnrc.mt.gov/docs/conservation/CARDD-Training/Final-Report-Certificates.pdf>.