Columbia River Basin Restoration Program: Example Programmatic Terms and Conditions for FY2024 Science and Monitoring

Link to the EPA's general administrative terms and conditions effective October 2023 or later:
(https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later)

A. Initial Phone Call with Project Officer

The recipient agrees to participate in a phone call with the EPA Project Officer (PO) shortly after this assistance agreement is awarded. The phone call will be **arranged and led by the EPA PO**. The recipient organization's key personnel on the project should be on the call, including the Principal Investigator (PI) and/or Program Manager (PM), the chief budget officer, and other staff or management officials who are directly responsible for the execution and administration of the grant project. The purpose of the phone call is to ensure that all parties understand their responsibilities for the success of this assistance agreement. Topics to be covered include a review of both the programmatic and general administrative terms and conditions, and other issues, as applicable (such as pre-award costs, indirect costs, program income, stipends, refreshments at meetings, no cost extensions, budget revisions, or use of the EPA logo), expectations of the Columbia River Basin Restoration Program Funding Assistance Program, and other topics that the EPA PO decides are necessary.

B. EPA's Substantial Involvement

EPA will be substantially involved in this project by participating in the following activities: (1) Within the first nine months of the project, EPA reserves the right to negotiate work plan and budget; (2) monitor the project management and execution throughout the assistance agreement's project and budget period; (3) provide technical assistance and coordination as requested or needed by the recipient; and (4) review and approve technical deliverables, including 30-day pre-award review of subaward agreements to ensure consistency with Columbia River Basin Restoration Funding Assistance Program. Other activities include:

1. **EPA Grantee Kick-Off Webinar** – The recipient agrees to participate in a webinar with all grantees within one month of final approval of all grant program assistance agreements. The webinar will be arranged and led by EPA and must include the participation of the recipient's Program Manager. The webinar will describe Clean Water Act Section 123, Columbia River Basin Restoration Program, and the legislative requirements of the grant program.

2. **Participation in the Columbia River Basin Restoration Working Group Meeting** – On an annual basis, the recipient agrees to participate in at least one Columbia River Basin Restoration Working Group Meeting, led by EPA. The recipient will be asked to present information on the grant work effort to the Working Group at least once during the project period. The Working Group meetings may be held through a remote webinar, hybrid meeting, and/or in person. Remote participation is sufficient for this requirement.

i. For recipients who are conducting monitoring – the recipient agrees to participate, on a regular basis as appropriate, in the Columbia River Basin Restoration Working Group Toxics Monitoring Sub-group. Remote participation is sufficient for this requirement.

C. Reporting Terms and Conditions

1. **Semi-Annual Check-Ins with Project Officer by Phone –** In accordance with EPA regulations (Title 2 CFR, Parts 200 and 1500), the recipient agrees to a check-in progress report with EPA Project Officer **within thirty (30) days after each reporting period** (e.g., by January 30, July 30, etc).

2. **Semi-Annual Reporting –** In accordance with EPA regulations (Title 2 CFR, Parts 200 and 1500), the recipient agrees to submit progress reports on a semi-annual basis to the EPA Project Officer **within thirty (30) days after each reporting period** (e.g., by January 30th and July 30th).

Semi-annual reporting and check-ins shall cover, at a minimum:

i. A comparison of actual accomplishments to the outputs/outcomes established in the work plan for the performance period; as well as preliminary data on items such as progress towards monitoring, including monitoring QAPP development, implementation progress on monitoring, monitoring data analysis, implementation of agricultural, stormwater, and pollution prevention best practices, number of individuals/entities reached in communication, types and descriptions of communication tools and other tracking measures as identified in individual assistance agreements.
ii. Progress on awards to sub-grantees and any associated activities. Note: The recipient must report on its sub-award monitoring activities under 2 CFR 200.331 (d). Examples of items about sub-awards that must be reported, if the recipient has the information available are:
    a. Summaries of results of reviews of financial and programmatic reports.
    b. Summaries of findings from site visits and/or desk reviews to ensure effective sub-grantee performance.
    c. Environmental results achieved.
    d. Summaries of audit findings, if any, and related management decisions by the recipient.
    e. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and 2 CFR 200.338 Remedies for Noncompliance.
iii. Difficulties encountered and reasons for slippage if established outputs/outcomes were not met by the recipient or any of its sub-grantees.
iv. Expenditures, including an overall budget summary comparing approved budget with actual expenses in each budget class including EPA and match funding. Include an explanation of any budget reprogramming that was done, and an analysis and explanation of any discrepancies or cost overruns from the budget previously submitted to EPA.
v. A description of equipment, techniques, websites, software, and materials developed, used or evaluated.
vi. Any changes in Key Personnel. If personnel changes have occurred, submit a revised EPA Form 5700-54 (Key Contacts Form) and a resume for the new contact.
vii. A statement about activity anticipated to take place during the subsequent reporting period.

In addition to the semi-annual check-ins, the recipient shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. In accordance with 2 CFR 200.328, as appropriate, the recipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the

outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or planned, and any assistance needed to resolve the situation.

3. **Final Technical Reports –** In accordance with EPA regulations (Title 2 CFR, Parts 200 and 1500), the recipient agrees to submit to the EPA Project Officer **within one hundred twenty (120) calendar days after the expiration or termination of the approved project period** a final report in at least one reproducible format suitable for printing. The final report shall document project activities over the entire project period and shall include comprehensive information on each of the areas listed above under **Semi-Annual Reports**, as well as:

i. A description of monitoring results (including miles of river monitored, location of monitoring sites, types of parameters monitored); ,description of implemented agricultural, stormwater, and pollution prevention best practices (including # of farmers, acreage, types of crops, location and type of stormwater best practice, type of pollution prevention best practices and tools, etc, (including numbers of individuals/entities reached and how they were reached, and communication tools developed) and/or lessons learned over the project performance period.

ii. Attachments and links for materials that may be helpful to other grant recipients or similar organizations (e.g., toxic monitoring protocols, best management practices for agriculture and stormwater, pollution prevention tools, and communication tools including communication materials, outreach materials, web tools, etc).

iii. All tangible products resulting from the project in duplicate to the Project Officer, or as a link to a site from which the products can be easily viewed and downloaded. In addition, please ensure the following:

   a. Access to copyrighted materials, patents, inventions, or other work product materials produced over the course of the project is provided to the EPA. In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

   b. Any use of the EPA logo must be requested from the EPA Project Officer and, when granted, must be accompanied with a statement indicating the following: "This publication was developed under Assistance Agreement No.NE-XXXXXXXX-0 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed in this document are solely those of [grantee name] and EPA does not endorse any products or commercial services mentioned in this publication."

A suggested **Columbia River Basin Restoration Funding Assistance Grant Program Final Report Template and an example of a final report** may be provided to the recipient by the EPA Project Officer (PO) and discussed during the **initial mandatory meeting** with the PO.

D. Procurement Terms and Conditions

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR 200.317 through 200.326, and 40 CFR Part 33 (as applicable). No assistance agreement funds shall be used to reimburse any procurement action found

to be in noncompliance with the procurement standards. Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

E. Sub-Award Terms and Conditions

In addition to the requirements in the "Establishing and Managing Subawards" term and condition outlined in the EPA General Terms and Conditions, the recipient or "pass-through entity" agrees to:
1. Provide the PO an **explanation of how the sub-recipients are selected**. The recipient is responsible for selecting its sub-recipients and, if it so chooses, for conducting sub-award competitions.
2. Maintain primary responsibility for ensuring successful completion of the project (this responsibility cannot be delegated or transferred to a sub-recipient).

Any questions about sub-recipient eligibility or other issues pertaining to sub-awards should be addressed to the recipient's EPA Project Officer. Additional information regarding sub-awards may be found at https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients

Guidance for **distinguishing between subrecipients and procurement contractors** and ensuring compliance with 2 CFR 200.330 can be found at https://www.epa.gov/sites/production/files/2016-02/documents/gmc_subaward_policy_appendix_a_subrecipient_v_contractor_distinction_0.pdf

F. Cybersecurity Condition Choose 1 from the 2 below based on recipient type.

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance

with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Other Recipients, Including Intertribal Consortia –

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

G. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of

the Policy is available online at https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

H. Quality Assurance – Quality Assurance Requirements (2 CFR 1500.11)

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement one of the following Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. **Quality Management Plan (QMP)**
    a. Prior to beginning environmental information operations, the recipient must:
        i. Develop a QMP,
        ii. Prepare the QMP in accordance with the current version of EPA's Quality Management Plan (QMP) Standard. Submit the document for EPA review, and
        iii. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

        i. Submit a previously EPA-approved and current QMP,
        ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

    b. The recipient must submit the QMP no more than 120 days after grant award.

    c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)
    a. Prior to beginning environmental information operations, the recipient must:
        i. Develop a QAPP
        ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard
        iii. Submit the document for EPA review, and
        iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

OR

i. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The recipient must submit the QAPP no more than 120 days after grant award and prior to beginning environmental information operations.
c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: *Guidance for Quality Assurance Project Plans*
- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

I. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy

J. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

K. Pre-Award Costs (2 CFR 200.209 and 200.458; 2 CFR 1500.8)

Pre-award costs have been approved in accordance with the recipient's application.

L. WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET) – 3/2020

Recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at https://www.epa.gov/waterdata/water-quality-data-wqx

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Recipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

M. Cost Share Terms and Conditions

The recipient of this assistance agreement is required to provide **no less than 25% of the final total** allowable program/project costs (outlays) as cost share (match) by the end of the project period. EPA's participation shall not exceed the total amount of federal funds awarded, nor the statutory limitation of 75% of the total project costs.

If the recipient fails to provide the required cost-share contribution by the end of the period of the award performance, the recipient is subject to EPA's remedies for non-compliance with a statutory requirement authorized by 2 CFR 200.338.

N. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: https://www.nsf.gov/awards/managing/rtc.jsp. In accordance with the Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for

Federal Awards (Uniform Guidance), 2 CFR §200, recipients of EPA ORD research must abide by the research T&Cs.

END of document

Terms and Conditions that may be case-specific. Include if applicable.

O. Build America, Buy America – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (effective October 23, 2023, and forward)

Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Waivers. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA Build America, Buy America website.

EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in
the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the
United States will increase the cost of the overall project by more than 25 percent.

For questions regarding the Build America, Buy America Act (BABA) requirements for this assistance agreement or to determine if there is an approved waiver in place, please contact the EPA Project Officer for this agreement. ***To view the full BABA Term & Condition please see the EPA General Terms & Conditions.***

O. Paperwork Reduction Act

For Cooperative Agreements Only. Select one of the following options as applicable.

Option 1—EPA will fund the design and administration of the information collection (e.g. survey) or will be substantially involved in these activities.

The scope of work for this cooperative agreement includes a survey or other information collection of identical information from 10 or more parties. As provided by 5 CFR 1320.3(d), EPA is a sponsor of the information collection for purposes of obtaining approval from the Office of Management and Budget for collecting information. The recipient agrees to assist EPA in complying with OMB procedures at 5 CFR Part 1320 for obtaining Information Collection Request authorization. The recipient may not collect information until EPA obtains OMB approval.

Option 2---Recipient is planning to conduct a survey or other information collection of identical information from 10 or more parties but EPA will not sponsor the information collection for the purposes of OMB's Paperwork Reduction Act rules. EPA will not fund the design and administration of the information collection (e.g. survey) and will not be substantially involved in these activities which will be excluded from the scope of work for the cooperative agreement.

Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

O. Conditional Award

EPA has conditionally approved the workplan to allow the recipient to proceed to work on approved workplan components. The recipient may incur costs on eligible activities associated with the approved workplan components up to ***[INSERT DOLLAR AMOUNT $XX]***. Until a final revised workplan has been approved by EPA:

1) the recipient should not request payments and EPA will not make payments for unapproved work; and

2) any costs incurred for unapproved work by the recipient are at its own risk.

O. EQUIPMENT DISPOSITION (for non-state recipients only)

Choose one of the below disposition instructions if not following EPA's default disposition instructions at EPA General Term and Condition titled "Tangible Personal Property" which is allowing the recipient to keep the equipment and use it on the project or on other federally funded projects. Program offices should consider requiring disposition instructions when the recipient has used EPA funds to purchase expensive equipment that may be used for a long period of time.

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer Disposition instructions will be one of the following:

(1) Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.

(2) Except as provided in 2 CFR 200.312 Federally-owned and exempt property, paragraph (b), or if EPA fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the recipient or sold. EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by EPA's percentage of participation in the cost of the original purchase. If the equipment is sold, EPA may permit the recipient to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The recipient may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient fails to take appropriate disposition actions, EPA may direct the recipient to take disposition actions.