

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00E02094 MODIFICATION NUMBER: 0 PROGRAM CODE: V	DATE OF AWARD 05/02/2017
		TYPE OF ACTION New	MAILING DATE 05/09/2017
		PAYMENT METHOD: ASAP	ACH# 50742
		RECIPIENT TYPE: Special District	
RECIPIENT: Chicago Park District 541 N. Fairbanks Chicago, IL 60611 EIN: 36-6005822		PAYEE: Chicago Park District 541 N. Fairbanks Chicago, IL 60611	
PROJECT MANAGER Daniel Cooper 541 N. Fairbanks Chicago, IL 60611 E-Mail: dan.cooper@chicagoparkdistrict.com Phone: 312-742-4287		EPA PROJECT OFFICER Glynis Landers 77 West Jackson Blvd., SM-6J Chicago, IL 60604-3507 E-Mail: Landers.Glynis@epa.gov Phone: 312-886-1816	
EPA GRANT SPECIALIST Donna Stingley Assistance Section , MC-10J E-Mail: Stingley.Donna@epa.gov Phone: 312-353-1677			
PROJECT TITLE AND DESCRIPTION DuSable Park Remediation Project This Cooperative Agreement (CA) provides funding in the amount of \$6,800,000 to the Chicago Park District (CPD) to complete property line to property line screening of the fill material for thorium at the DuSable Park site . CPD will remove and dispose of all thorium contaminated material (thorium source material, thorium product, thorium byproduct material/waste, soil, sediments, debris and fill materials with thorium or thorium byproduct contamination).			
BUDGET PERIOD 03/01/2017 - 02/28/2022	PROJECT PERIOD 03/01/2017 - 02/28/2022	TOTAL BUDGET PERIOD COST \$6,800,000.00	TOTAL PROJECT PERIOD COST \$6,800,000.00
NOTICE OF AWARD			
Based on your Application dated 02/23/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$6,800,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$6,800,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5 Superfund Division, S-6J 77 West Jackson Blvd. Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Bruce Sypniewski - Deputy Director, Resources Management Division			DATE 05/02/2017

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 6,800,000	\$ 6,800,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 6,800,000	\$ 6,800,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
LLII	1705SAX001	17	TR2	05F00YT	303DC6	4185	05YTMA00		6,800,000
									6,800,000

Budget Summary Page: Chicago Park District

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$6,800,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$6,800,000
10. Indirect Costs: % Base <u>N/A</u>	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$6,800,000
12. Total Approved Assistance Amount	\$6,800,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$6,800,000
15. Total EPA Amount Awarded To Date	\$6,800,000

Administrative Conditions

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-3-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

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

2. GENERAL COMPLIANCE, 40 CFR, Part 33

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

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

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

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

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

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

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

MBE/WBE reports should be sent to

**Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

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

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

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

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

Accepting the Fair Share Objectives/Goals of Another Recipient

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

MBE: 05%
WBE: 12%

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

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

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

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

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

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

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes,

whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

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

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

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

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

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

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

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

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

3. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

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

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

Programmatic Conditions

1. CYBERSECURITY - ALL OTHER RECIPIENTS BESIDES STATES & TRIBES

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

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

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project

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

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(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.

2. 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 http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

3. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

All Recipients (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A/B and 40 CFR Part 35, Subparts K and L)

Performance Reports:

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

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

4. SUBSTANTIAL FEDERAL INVOLVEMENT FOR COOPERATIVE AGREEMENTS

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and quantification and reporting of results.

5. DISBURSEMENT TERM AND CONDITION FOR LINDSAY LIGHT COOPERATIVE AGREEMENT - CHICAGO PARK DISTRICT

1. **Definitions:** Any capitalized terms not defined in this Cooperative Agreement shall have the meaning ascribed to them in *In Re: Tronox Inc.*, Case No. 09-10156 (Bankr. SDNY) (ALG) Consent Decree and Environmental Settlement Agreement, lodged November 23, 2010, as amended by the First Amendment to the Consent Decree and Environmental Settlement Agreement, and as approved by the Bankruptcy Court on February 14, 2011 (Tronox Bankruptcy Settlement Agreement), together with the U.S. District Court-approved Anadarko Settlement Agreement, *In Re: Tronox Inc.*, Civil Action No. 14-05495 (SDNY Nov. 11, 2014).

2. **Agreement to Disburse Special Account Funds:**

- a. As provided by Paragraphs 117 (h) and 125(h) of the Tronox Bankruptcy Settlement Agreement and also pursuant to CERCLA §§ 104(d) and 122(b)(3), EPA has entered into a Cooperative Agreement with the Chicago Park District and established a special account, the Lindsay Light II, DuSable Park Special Account, within the EPA Hazardous Substance Superfund to be used at or in connection with the Lindsay Light II OU04, DuSable Park removal site in Chicago, Illinois.
- b. In addition, in accordance with the Tronox Bankruptcy Settlement Agreement and the Anadarko Settlement Agreement, EPA has deposited funds into the Lindsay Light II, DuSable Park Special Account to be retained and used to conduct or finance response actions at or in connection with the Lindsay Light II OU04, DuSable Park site or to be transferred by EPA to the EPA Hazardous Substance Superfund. The current balance of that fund is approximately \$6.8 million.
- c. Upon award of a Cooperative Agreement with the Chicago Park District, EPA shall move funds from the special account, Lindsay Light II, DuSable Park Special Account to an account associated with this Cooperative Agreement.
- d. At EPA's sole discretion, EPA will allow the Chicago Park District to draw down funds in the account associated with this Cooperative Agreement in accordance with the procedures set forth in this Term and Condition. The Chicago Park District shall not be entitled to any other funds controlled by EPA in connection with the Lindsay Light II Superfund removal sites.
- e. EPA deposited the DuSable Park payment received pursuant to the Tronox Bankruptcy Settlement Agreement, and the Anadarko Settlement in the Lindsay Light II, DuSable Park Special Account. Subject to the terms and conditions set forth in this Cooperative Agreement, EPA will obligate these Special Account funds to the Account associated with this Cooperative Agreement as partial reimbursement for the performance of work performed in accordance with the EPA-approved Sitewide Work Plans, Project Work Plans and their respective Budget(s) for this Cooperative Agreement ("Work").

3. **Requests for Disbursement, Timing, Amount and Method of Disbursing Funds from the Lindsay Light II, DuSable Park Special Account:**

- a. EPA has approved the Chicago Park District Sitewide Work Plan submitted to EPA on 02/23/2017, under this Cooperative Agreement. The Chicago Park District may periodically, but no more frequently than monthly, submit to EPA, for review and approval, a Project Work Plan Budget for any project-specific work it plans to perform in the following 3 months. EPA, in its discretion, may review and approve any Project Work Plan Budget in whole or in part.
- b. Each Project Work Plan Budget shall contain a detailed description of the proposed response activity and its connection to Lindsay Light contamination response activity including, but not limited to:
 - i.. address of the activity;

- ii. name and address and contact information for each contractor, subcontractor, or other service provider; and
- iii. all costs to be incurred in connection with the Project Work Plan.

For those Project Work Plan(s) for which EPA approved a Budget, the Chicago Park District, in accordance with the federal award requirements of 2 C.F.R. § 200.305, may request an amount of funds up to the maximum listed in the approved Budget. When EPA approves the budget, EPA will inform EPA Las Vegas Finance Center of the approved amount. When the Chicago Park District makes this request, EPA Las Vegas Finance Center will process that request in accordance with the Automated Standard Application for Payments (ASAP) procedures, subject to the conditions set forth in these terms and conditions.

- c. For those Project Work Plan(s) for which EPA approved a Budget, and the Chicago Park District, requested and received those funds, where the budgeted approved amount exceeds/exceeded the actually incurred amount for that Project Work Plan, the Chicago Park District shall inform EPA (the project officer and both technical contacts) within thirty (30) days of becoming aware of that difference. If EPA does not comment on that notification, then the Chicago Park District shall then subtract that difference from the next Project Work Plan budget it submits to EPA for approval under this term and condition. If the Project Work is completed and the budgeted approved amount for the final request exceeds/exceeded the actually incurred amount for that Project Work Plan, the Chicago Park District shall inform EPA (the project officer and both technical contacts) within thirty (30) days of becoming aware of that difference and refund the difference to this Cooperative Agreement account.
- d. For those Project Work Plan(s) for which EPA approved a Budget, and the Chicago Park District, requested and received those funds, where the actually incurred amount exceeds/exceeded the budgeted approved amount for that Project Work Plan, the Chicago Park District shall inform EPA (the project officer and both technical contacts) within thirty (30) days of becoming aware of that difference. If EPA does not comment on that notification, then the Chicago Park District shall then add that difference to the next Project Work Plan budget it submits to EPA for approval under this term and condition.

4. Project Work Cost Summary and Certification:

- a. In each Quarterly Report required by the Cooperative Agreement, the Chicago Park District shall describe the Work conducted under each Project Work Plan, during the last fiscal quarter, for which the Chicago Park District received Budget approval under paragraph 3 above. Each Quarterly Report shall also include a Project Work Cost Summary and Certification, as defined in Subparagraphs 4b, c, and d. for all the Project Work Plan response work performed that quarter at the Lindsay Light II Removal Site, DuSable Park Operable Unit 04.
- b. The Project Work Cost Summary and Certification shall include a complete and accurate written cost summary, all invoices, and certification of the necessary response costs incurred by the Chicago Park District for the Work covered by the particular submission, excluding costs not eligible for disbursement under Paragraph 5. The Project Work Cost Summary and Certification shall contain the following statement signed by the Chicago Park District Comptroller:

"To the best of my knowledge, after thorough investigation and review of the Chicago Park District documentation of invoices for Work performed pursuant to this Cooperative Agreement, I certify that the information contained in or accompanying this submittal is true, accurate, and complete. I further certify that the Chicago Park District has not received reimbursement of these costs through any other settlement of a claim and the Chicago Park District does not have any potential claims against another party (including insurers) for these

costs. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.”

- c. The Chicago Park District Comptroller shall also provide EPA a list of the documents that he or she reviewed in support of the Project Work Cost Summary and Certification. Upon request by EPA, the Chicago Park District shall submit to EPA any additional information that EPA deems necessary for its review and approval of the Cost Summary and Certification.
- d. The person signing the above statement shall provide EPA with a list of the documents that he or she reviewed in support of the Project Work Cost Summary and Certification, and the Chicago Park District shall submit to EPA any additional information requested by EPA for its review and approval of a Project Work Cost Summary and Certification.

5. Recalculation of Costs:

- a. If EPA determines that a Project Work Cost Summary and Certification includes a mathematical accounting error, costs excluded under Paragraph 7, below, costs that are inadequately documented, or costs submitted in a prior Project Work Cost Summary and Certification, EPA will notify the Chicago Park District specifying the EPA's exceptions to the submittal and allow it to submit a revised Project Work Cost Summary and Certification. If the Chicago Park District fails to submit a revised Project Work Plan Cost Summary and Certification within thirty (30) days of being given notice of the opportunity to do so, EPA will recalculate the amount eligible for disbursement for that submission and inform EPA Las Vegas Finance Center of the corrected amount in accordance with Paragraph 3, above.
- b. Costs Excluded from Disbursement. Disbursements shall not be made from the account associated with this Cooperative Agreement, which came from the Lindsay Light II, DuSable Park Special Account for the following: (i) payments by the Chicago Park District to the United States in connection with DuSable Park, including but not limited to any interest paid pursuant to Paragraph h, below; (ii) attorneys' fees and costs, except for reasonable attorneys' fees and costs related to site access and/or placement of institutional controls which are necessary for performance of the Work under this Cooperative Agreement; (iii) costs of any response activities that are not approved by EPA pursuant to this Cooperative Agreement(s); (iv) costs related to the litigation, settlement, or development of potential contribution claims by the Chicago Park District; (v) internal costs of the Chicago Park District for this Cooperative Agreement, including, but not limited to, salaries, travel, or in-kind services, except for costs that represent the work of employees directly performing Work under this Cooperative Agreement; (vi) costs incurred by the Chicago Park District under this Cooperative Agreement prior to the Effective Date of the Tronox Bankruptcy Settlement Agreement; and (vii) costs incurred by the Chicago Park District in connection with dispute resolution under this Cooperative Agreement or Settlement Agreement.

6. Termination of Special Account Disbursements:

EPA's obligation to disburse funds from the account associated with this Cooperative Agreement which came from the Lindsay Light II, DuSable Park Special Account pursuant to the Consent Decree and this Cooperative Agreement shall terminate upon EPA's determination that the Chicago Park District: (a) has knowingly submitted a materially false or misleading Project Work Cost Summary and Certification; and/or (b) has submitted a materially inaccurate or incomplete Project Work Cost Summary and Certification, and has failed to correct that Project Work Cost Summary and Certification within thirty (30) days after being given notice of the opportunity to do so. EPA's obligation to disburse funds from the DuSable Park Special Account for a Project Work Cost Summary and Certification from the Chicago Park District shall also terminate upon EPA's assumption of performance of that particular Work required under the Cooperative Agreement, when such assumption is not challenged by the Chicago Park District, or, if challenged, is upheld in EPA's favor pursuant to any applicable dispute resolution provisions for this Cooperative Agreement.

7. Recapture of Special Account Disbursements:

Upon the termination of disbursements pursuant to Paragraph 6, above, if EPA has previously disbursed funds from the account associated with this Cooperative Agreement which came from the Lindsay Light II, DuSable Park Special Account for activities that are specifically related to the reason for termination (e.g., if a materially false or misleading submission is discovered after the disbursement of funds based on that submission), then EPA shall submit a bill to the Chicago Park District for any disbursed amount which is specifically related to the reason for termination, plus Interest for purposes of Paragraph 6, above, "Interest," shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by the Chicago Park District. Within thirty (30) days of receipt of EPA's bill, the Chicago Park District shall pay the billed amount by a certified or cashier's check(s). The check(s) shall be made payable to "EPA Hazardous Substance Superfund" and shall reference the name and address of the party making payment, EPA Site/Spill Identification Number 05YT and Department of Justice Case Number 90-11-3-09688. The payment shall be sent to:

United States Environmental Protection Agency, Region 5
Attention: Program Accounting and Analysis Section; Comptroller Branch
P.O. Box 70753
Chicago, Illinois 60673

Upon receipt of payment, EPA may deposit all or any portion thereof in the Lindsay Light II, DuSable Park Special Account of the Hazardous Substance Superfund. EPA's determination of where to deposit or how to use the funds shall not be subject to challenge by the Chicago Park District.

8. Balance of Special Account Funds:

After EPA issues its written Certification of Completion of the removal action pursuant to the Work Plan(s) of this Cooperative Agreement, and after EPA completes all disbursements to the Chicago Park District in accordance with this Cooperative Agreement, if any funds remain in the account associated with this Cooperative Agreement which came from the DuSable Park Special Account, EPA may transfer such funds first to the Lindsay Light II Special Account and then to the Hazardous Substance Superfund.

9. Chicago Park District:

The Chicago Park District shall submit documentation required by these terms and conditions of this Cooperative Agreement to the Project Officer (Glynis Landers) and to the Technical Contacts (Verneta Simon, Daniel Haag and Eugene Jablonowski) electronically prior to requesting payments for such costs from ASAP. The Chicago Park District may request payment for costs it will incur under this Cooperative Agreement only after EPA has approved those costs under this Disbursement term and condition of this Cooperative Agreement.

10. Dispute Resolution:

Disputes under this Cooperative Agreement are subject to 2 C.F.R. Part 1500, Subpart E.