


Initial Notice of Award, Grant Agreement

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 953A0079 MODIFICATION NUMBER: 0 PROGRAM CODE: 5F		DATE OF AWARD 12/05/2024
			TYPE OF ACTION New		MAILING DATE 12/10/2024
			PAYMENT METHOD: ASAP		ACH# 33546
			RECIPIENT TYPE: Municipal		
RECIPIENT: CITY OF HAMPTON 22 Lincoln Street Hampton, VA 23669-3522 EIN: 54-6001336			PAYEE: CITY OF HAMPTON 22 Lincoln Street Hampton, VA 23669-3522		
PROJECT MANAGER Scott Smith 22 Franklin Street Hampton, VA 23669-3522 Email: scott.smith@hampton.gov Phone: 757-771-1107		EPA PROJECT OFFICER Delaney Crosley Four Penn Center, 1600 John F. Kennedy Blvd., 3EJ20 Philadelphia, PA 19103-2852 Email: Crosley.Delaney@epa.gov Phone: 215-814-3002		EPA GRANT SPECIALIST Julie Dietrich Grants Management Section, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852 Email: Dietrich.Julie@epa.gov Phone: 215-814-5373	
PROJECT TITLE AND DESCRIPTION Aberdeen Gardens Community Resilience Implementation Strategy See Attachment 1 for project description.					
BUDGET PERIOD 03/01/2025 - 02/29/2028		PROJECT PERIOD 03/01/2025 - 02/29/2028		TOTAL BUDGET PERIOD COST \$ 20,006,400.00	
				TOTAL PROJECT PERIOD COST \$ 20,006,400.00	
NOTICE OF AWARD Based on your Application dated 11/26/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 20,006,400.00. 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 \$ 20,006,400.00. 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 3, US EPA Region 3, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852			ORGANIZATION / ADDRESS U.S. EPA, Region 3, Environmental Justice, Community Health, & Environmental Review Division R3 - Region 3 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Catharine McManus - Mission Support Division, Director					DATE 12/05/2024

Budget Summary Page

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	\$ 120,000
5. Supplies	\$ 23,000
6. Contractual	\$ 4,213,096
7. Construction	\$ 13,564,203
8. Other	\$ 2,078,601
9. Total Direct Charges	\$ 19,998,900
10. Indirect Costs: 0.00 % Base See General Admin Condition 18	\$ 7,500
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 20,006,400
12. Total Approved Assistance Amount	\$ 20,006,400
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 20,006,400
15. Total EPA Amount Awarded To Date	\$ 20,006,400

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to City of Hampton, Virginia. Specifically, the project will work to create a sustainable, resilient future by addressing immediate environmental challenges and fostering economic growth through targeted green infrastructure, community engagement, and workforce development initiatives.

The activities include installation of residential stormwater solutions; implementation of outdoor education features at Aberdeen Elementary School; creation of native plant buffers; workforce development certifications; establishment of a community resilience center; infrastructure and connectivity improvements; Aberdeen Creek restoration; and installation of community garden amenities.

The anticipated deliverables include installation of residential stormwater solutions through the creation of 50 rain gardens and deployment of 300 rain barrels; the installation of 27,500 square feet of native plant buffers at the local Aberdeen Elementary School; 85 certifications for an environmental workforce development program; establishment of a resilience center with trailers for emergency relief and medical aid; provision of 600 weatherization kits; improvement of 62,200 L.F. of sidewalks, crosswalks, and pedestrian pathways; restoration of 2,000 L.F. of eroded creek banks of the Aberdeen Creek through vegetative buffers; installation of 3 hydrodynamic separators in Aberdeen Creek; 8,000-10,000 square feet of garden plots will be installed for local food production and community engagement.

The expected outcomes include management and redirection of water away from buildings to minimize property damage and associated health risks; reduction in flooding; alleviation of pressure on local water supplies; increased community awareness about sustainable water management; enhancement of water quality in local water bodies; improvement in overall safety and habitability of homes; increased environmental resilience and biodiversity; increased environmental knowledge among residents and students; increased community connections through educational and recreational activities; job training opportunities created; economic and financial benefits for low income community residents; increased resilience and safety for community members during extreme weather events; safer pedestrian pathways and better connectivity between community assets; improved wildlife habitats; water pollution reduction; greater access to healthy food options to address food insecurity. The intended beneficiaries are disadvantaged communities.

The sub awardee, Wetlands Watch, will support training and educational initiatives through professional certification offerings for implementation and maintenance of sustainable landscapes and green infrastructure; support internships and employment programs to provide locals and youth with employment opportunities; deployment of residential rain barrels to manage and redirect water to minimize flood risks; establish outdoor education features at Aberdeen Elementary School to provide educational opportunities to youth and promote sustained community participation in sustainability practices; provision of weatherization kits to increase community resiliency to climate impacts; attendance at civic meetings and hosting of Joint Committee meetings to provide project updates and convene project leaders.

Administrative Conditions

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-1-2024-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: <https://www.epa.gov/grants/grant-terms-and-conditions#general>

A. Correspondence

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): RTPFC-Grants@epa.gov with copy to grant specialist of record.
- MBE/WBE reports (EPA Form 5700-52A): R3_MBE-WBE_Reports@epa.gov with a copy to grant specialist of record.
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, requests for extensions of the budget and project period, amendment requests, requests for other prior approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Grant specialist and project officer of record.
- Payment requests (if applicable): RTPFC-Grants@epa.gov.
- Quality Assurance documents, work plan revisions, equipment lists, programmatic reports and deliverables: Project officer of record.


Programmatic Conditions

Community Change Grants Terms and Conditions

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>.

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

Assistance Amendment

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 953A0079 MODIFICATION NUMBER: 1 PROGRAM CODE: 5F	DATE OF AWARD 05/01/2025	
			TYPE OF ACTION No Cost Amendment		MAILING DATE 05/01/2025
			PAYMENT METHOD: ASAP		ACH# 33546
RECIPIENT TYPE: Municipal			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: CITY OF HAMPTON 22 Lincoln Street Hampton, VA 23669-3522 EIN: 54-6001336			PAYEE: CITY OF HAMPTON 22 Lincoln Street Hampton, VA 23669-3522		
PROJECT MANAGER Scott Smith 22 Lincoln Street Hampton, VA 23669-3522 Email: scott.smith@hampton.gov Phone: 757-771-1107		EPA PROJECT OFFICER Delaney Crosley Four Penn Center, 1600 John F. Kennedy Blvd., 3EJ20 Philadelphia, PA 19103-2852 Email: Crosley.Delaney@epa.gov Phone: 215-814-3002		EPA GRANT SPECIALIST Ariel Bailey Grants Management Section, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852 Email: Bailey.Ariel@epa.gov Phone: 215-814-5288	
PROJECT TITLE AND EXPLANATION OF CHANGES Aberdeen Gardens Community Resilience Implementation Strategy This amendment is to stop work; terminate the agreement; reduce performance period duration; curtail scope of work; and waive certain reporting requirements. Administrative terms and conditions are added. Per 2 CFR 200.340 and the Termination General Terms and Conditions of this agreement, EPA is terminating this award. Your organization shall immediately stop work and take all reasonable steps to minimize the incurrence of costs otherwise allocable to the assistance agreement. See terms and conditions.					
BUDGET PERIOD 03/01/2025 - 05/01/2025	PROJECT PERIOD 03/01/2025 - 05/01/2025	TOTAL BUDGET PERIOD COST \$ 20,006,400.00	TOTAL PROJECT PERIOD COST \$ 20,006,400.00		
<p align="center">NOTICE OF AWARD</p> <p>Based on your Application dated 11/26/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 0.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 20,006,400.00. 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.</p>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 3, US EPA Region 3, 3MD22 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852		ORGANIZATION / ADDRESS U.S. EPA, Region 3, Environmental Justice, Community Health, & Environmental Review Division, 3EJ20 R3 - Region 3 Four Penn Center, 1600 John F. Kennedy Boulevard Philadelphia, PA 19103-2852			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Kenneth Rose - Grants Management Section, Chief				DATE 05/01/2025	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 20,006,400	\$ 0	\$ 20,006,400
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 20,006,400	\$ 0	\$ 20,006,400

Assistance Program	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

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13. Program Income	\$ 0
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Administrative Conditions

UNILATERAL TERMINATION

1. The Agency is asserting its right under 2 CFR 200.340 and the Termination General Term and Condition of this agreement to unilaterally terminate this award. This amendment serves as required notice under 2 CFR 200.341.

2. Consistent with 2 CFR 200.343 Effect of suspension and termination, costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient after the termination of a Federal award are not allowable. Costs after termination are allowable if:

- a. The costs result from financial obligations which were properly incurred by the recipient or subrecipient before the effective date of suspension or termination, and not in anticipation of it; and
- b. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
- c. The costs are reasonable and necessary termination costs consistent with 2 CFR 200.472.

3. Federal Financial Reporting (FFR) General Terms and Conditions is still in full force and effect. EPA recipients must submit the SF-425 no later than 120 calendar days after the end date of the period of performance of the award.

4. Programmatic Terms and Conditions. Performance reporting is still in full force and effect. The recipient must submit the final report no later than 120 calendar days after the period of performance.

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include information on each of the following areas:

- a. A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period;
- b. Explanations on why established outputs/outcomes were not met; and
- c. Additional information, analysis, and explanation of cost overruns or high-than-expected-unit costs.

5. Waiver of Reports

The following reports are waived:

- a. Utilization of Disadvantaged Business Enterprises General Terms and Conditions, EPA Form 5700-52A.
- b. Tangible Personal Property Report, SF-428, General Terms and Conditions.

6. Record Retention

Access to Records, 2 CFR 200.337, is still in full force and effect. The termination of this award does not affect the right of EPA to disallow costs and recover funds on the basis of a later audit or other reviews. Information regarding record retention, property disposition in accordance with EPA regulations, and other frequently asked questions can be accessed at <https://www.epa.gov/grants/frequent-questions-about-closeouts>.

Programmatic Conditions

All Programmatic Conditions remain the same.

Termination Memo



OFFICE OF MISSION SUPPORT

WASHINGTON, D.C. 20460

May 1, 2025

MEMORANDUM

SUBJECT: Termination of EPA Assistance Agreement 5F-953A0079 under 2 CFR 200.340

FROM: Kenneth I. Rose III, Region 3 Grants Management Official

TO: Mary B. Bunting, City Manager (mbunting@hampton.gov)
City of Hampton

The purpose of this communication is to notify you that the U.S. Environmental Protection Agency (EPA) is hereby terminating Assistance Agreement No. 5F-953A0079 awarded to City of Hampton. This EPA Assistance Agreement is terminated effective immediately on the grounds that the remaining portion of the Federal award will not accomplish the EPA funding priorities for achieving program goals. The objectives of the award are no longer consistent with EPA funding priorities.

The EPA Administrator has determined that, per the Agency's obligations to the constitutional and statutory law of the United States, this priority includes ensuring that the Agency's grants do not conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions. In addition to complying with the law, it is vital that the Agency assess whether all grant payments are free from fraud, abuse, waste, and duplication, as well as to assess whether current grants are in the best interests of the United States.

The process for closeout is generally outlined in 2 CFR 200.344. EPA is clarifying what reports are required and what reports are waived below. Other requirements are still in effect if applicable to your grant.

EPA is requiring the following closeout reports due within 120 days of closeout (2 CFR 200.344a:)

- Final Federal Financial Report, SF-425
- Final Technical Report
- Other programmatic reports identified in your terms and conditions

As part of this termination, EPA is waiving the following closeout reports:

- Property Report, SF-428
- Final Minority Business Enterprise/Woman Business Enterprise Utilization Under Federal Grants and Cooperative Agreements, EPA Form 5700-52A

The recipient may request payment from the Automated Standard Application Payments (ASAP) system for allowable costs incurred up to the date of this memo provided that such costs were contained in the approved workplan. Costs incurred by you after this termination are allowable only if (a) those costs were properly incurred by you before the effective date of this termination, and not in anticipation of it; and (b) those costs would be allowable if your federal award was not suspended or expired normally at the end of the period of

performance in which the termination takes effect. See 2 C.F.R. § 200.343. You are encouraged to carefully review and discharge your closeout responsibilities set forth in 2 C.F.R. § 200.344-45 and your award agreement. Those responsibilities include, but are not limited to, your obligation to “promptly refund any unobligated funds” that have been paid out but “are not authorized to be retained.” See 2 C.F.R. § 200.344(g).

Also, per 2 CFR 200.472, a recipient may use grant funds to properly closeout their grant including reasonable and necessary costs that might occur after the date of this memo. If the recipient drew down funds from ASAP for costs beyond the termination date or for costs that exceed the amount necessary to properly closeout their grant, the recipient must contact RTPFC at rtpfc-grants@epa.gov for instructions on how to return the excess funds.

The EPA Grants Management Office has issued an amendment to the agreement to document the termination.

If you wish to dispute this termination decision, the Disputes Decision Official (DDO), Amy Van Blarcom-Lackey, Regional Administrator, must receive the Dispute no later than 30 calendar days from the date this termination notice is electronically sent to you. Disputes must be sent electronically by email to white.lisa@epa.gov, with a copy to the EPA Award Official at rose.kenneth@epa.gov within the 30-day period stated above. The Dispute submitted to the DDO must include: (1) A copy of the disputed Agency Decision; (2) A detailed statement of the specific legal and factual grounds for the Dispute, including copies of any supporting documents; (3) The specific remedy or relief you seek under the Dispute; and (4) The name and contact information, including email address, of your designated point of contact for the Dispute. See 2 CFR 1500.15

The requirements on post-closeout adjustments and continuing responsibilities, including audit and record retention requirements, at 2 CFR 200.345 remain in effect.

ATTACHMENT
Amendment Document

cc: Ariel Bailey
Delaney Crosley
Scott Smith (scott.smith@hampton.gov)

Agency Emails - March 2025

Grants Targeted for Termination

From:
Sent:
To:

Monday, March 3, 2025 2:14 PM

Cc:
Subject:

RE: Grant terminations

Hi Everyone,

Following up from my email last week regarding EJ grants that were terminated. In a meeting late last week with OMS/OGD we learned that the Agency management decision to direct termination of the EJ grants was made with the knowledge that some of the grants do not contain the T&C about termination for Agency priorities. Based on that conversation with OMS and OGD it is clear that no decision to retract the terminations is forthcoming. It will play out via the disputes process, or litigation, for those recipients that choose to pursue those avenues.

The termination memoranda contain standard language identifying the following bases for the grant being terminated as inconsistent with Agency priorities:

- The grant provides funding for programs that promote or take part in DEI initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions;
- The grant provides funding for programs that promote or take part in environmental justice initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions;
- The grant provides funding for other initiatives that conflict with the Agency's policy of prioritizing merit, fairness, and excellence in performing our statutory functions;
- The grant provides funding for programs that are not free from fraud, abuse, waste, or duplication;
- The grant provides funding for programs that otherwise fail to serve the best interests of the United States.

I would anticipate that recipients that raise objections to the terminations or file disputes will raise certain common arguments that the award should not have been terminated. Outlined below are considerations for responding to potential recipient arguments.

- The award does not contain a T&C providing that the Agency may unilaterally terminate the award a change in program policy or Agency priorities.
 - Consideration for response – EPA may decide the dispute in favor of the recipient because the T&C regarding termination for changes in Agency priorities is not included in the award.
 - Alternative consideration for response – Determine the Agency termination of the award is an exercise of the requirement to ensure the award is consistent with public policy requirements under 2 CFR 200.300. Having determined the award is not consistent with current Agency funding priorities EPA terminated the award.
- The Agency termination is not consistent with the nationwide Preliminary injunction issued on 2/21 in National Association of Diversity Officers in Higher Education v Trump. The PI precludes, among other things, termination of equity-related grants.

It has come to our attention (see attached email from OEJECR) that Regions 3, 4, 5, 6, 7, and 8, have issued notices of termination to recipients of Regional Thriving Communities Technical Assistance Center grants advising that the grants have been terminated on "changes in priorities" grounds pursuant to the version of 2 CFR 200.340(a)(2) and EPA General Terms and Conditions effective August 13, 2020 through September 30, 2024. If the information OEJECR provided us is accurate, the termination notices contain a significant error because the grants do not contain a Term and Condition indicating EPA can unilaterally terminate the grant based on changes in Agency priorities. OEJECR has provided records establishing that all the affected TCTAC grants were amended at various times in December 2024 to incorporate the General Terms and Conditions effective October 1, 2024, and the version of 2 CFR 200.340 that EPA adopted on July 3, 2024. The December 2024 amendments to the Regional TCTAC grants revised the termination provisions as follows:

Notwithstanding the General Term and Condition "Termination", ***EPA maintains the right to terminate the Assistance Agreement only as specified in 2 CFR 200.339 and the version of 2 CFR 200.340 applicable to EPA grants as of July 1, 2024 pursuant to 89 FR 55262 (July 3, 2024) , when the noncompliance with the terms and conditions is substantial such that effective performance of the Assistance Agreement is materially impaired or there is adequate evidence of waste, fraud, or abuse,*** prompting adverse action by EPA per 2 CFR 200.339, through either a partial or full termination. In accordance with 2 CFR 200.341, EPA will provide the Recipient notice of termination.

If EPA partially or fully terminates the Assistance Agreement, EPA must (1) de-obligate uncommitted funds and reobligate them to another Eligible Recipient to effectuate the objectives of the Environmental Justice Thriving Communities Technical Assistance Centers (TCTAC) Program within 90 days of the de-obligation and (2) amend the Recipient's Assistance Agreement to reflect the reduced amount, based on the de-obligation.

(emphasis added)

In the referenced July 3, 2024, Federal Register Notice EPA advised the public that for awards issued or amended to add funds after July 3, 2024, EPA would include terms and conditions expressly indicating when the Agency is preserving the right to unilaterally terminate awards on the grounds that the awards no longer effectuate program goals or agency priorities. The Federal Register Notice is also attached.

Additionally, on February 21, 2025, the U.S. District Court for the District of Maryland issued a Preliminary Injunction in *National Association of Diversity Officers in Higher Education et. al. v. Trump* that may limit EPA's discretion to terminate grants based on concerns regarding funding programs that promote equity and environmental justice. The termination actions taken against the Regional TCTAC's may also be encompassed in the Preliminary Injunction. We will coordinate appropriately within EPA and externally as necessary and advise further when information regarding the implementation of the preliminary injunction becomes available.

For those of you in Regions 3, 4, 5, 6, 7 and 8 please alert your Grants Management Officer and Dispute Decision Official of the potential error. Given that the termination notices contain dispute rights it is probably that the recipients will file a dispute based on the error. ORC attorneys in other regions are copied here for awareness of the issue in case similar grants are identified for termination in your region. Going forward please remember to check for this issue, i.e., whether the award has a term and condition that allows for termination for changes in Agency priorities, if you are asked to provide advice on any legal concerns or considerations for an award being considered for termination.

Please consult with me if you'd like to discuss a particular termination.

Assistant General Counsel, [REDACTED]