



# BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 10/15/2024

or Procurement Director Award:

\* = Mandatory, information must be provided

**\*Contractor/Vendor Name/Grantor (DBA):**

United States Environmental Protection Agency

**\*Project Title/Description:**

EPA-CEP-01 EPA Mandatory Grant Programs

**\*Purpose:**

Clean Air Act (CAA) Section 105, 66.001 – Air Pollution Control Program Support for PPC FF2324

**\*Procurement Method:**

The grant award did not require Pima County Attorney’s Office review or signature

**\*Program Goals/Predicted Outcomes:**

Grant provides support for program planning and evaluation, developing state implementation plans, monitoring air & emissions, rulemaking, issuing operating permits, and other related activities.

**\*Public Benefit:**

Grant provides monetary assistance to PDEQ, supporting its efforts to reduce risks to human health and the environment.

**\*Metrics Available to Measure Performance:**

Grant requires mid-year and end-of-year progress reports, comparing anticipated outcomes and actual outcomes.

**\*Retroactive:**

Yes. Pima County was “invited” to apply for this grant in July 31,2023, for a grant to cover the period 10/01/2023 – 09/30/2024. PDEQ was notified on August 28, 2024 that the grant had been awarded, with receipt of the award documentation on September 4, 2024. If not awarded, PDEQ will not be able to address the attainment and maintenance of National Ambient Air Quality Standards as well as immediate and emerging threats to public health and welfare from air pollution (CAA 105 (a)). Pima County residents will have increased exposure to criteria and hazardous air pollutants if the department is unable to implement activities within the scope of the Section 105 program.

6 MCI approval's  
(vzw) 9/27/24

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_
Prior Contract No. (Synergen/CMS): \_\_\_\_\_
Expense Revenue Increase Decrease
Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Grant Department Code: DE Grant Number (i.e., 15-123): 65957
Commencement Date: 10/01/2023 Termination Date: 09/30/2024 Amendment Number: \_\_\_\_\_
Match Amount: \$ 781,000.00 Revenue Amount: \$ 539,065.00

\*All Funding Source(s) required: United States Environmental Protection Agency

\*Match funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ \_\_\_\_\_ % 100

\*Funding Source: PDEQ Air Quality Minor Source Permits Fees/Air Quality Permit Fees

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Federal funds are received directly

Contact: Scott DiBiase

Department: Environmental Quality

Telephone: 520.724.7363

Department Director Signature: Scott DiBiase

Digitally signed by Scott DiBiase
DN: cn=Scott DiBiase, ou=Pima County, ou=Environmental Quality, email=scott.dibiase@pima.gov, c=US

Date: 9/24/24

Deputy County Administrator Signature: \_\_\_\_\_

[Handwritten Signature]

Date: 27 Sep 2024

County Administrator Signature: \_\_\_\_\_

Date: 9/30/24

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00905524 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> A	<b>DATE OF AWARD</b> 08/28/2024
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/03/2024
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 90108
		<b>RECIPIENT TYPE:</b> County	
<b>RECIPIENT:</b> PIMA COUNTY 130 W Congress St Fl 6 Tucson, AZ 85701-1317 <b>EIN:</b> 86-6000543		<b>PAYEE:</b> PIMA COUNTY 130 W Congress St Fl 6 Tucson, AZ 85701-1317	
<b>PROJECT MANAGER</b> Scott Dibiase 33 N Stone Ave TUCSON, AZ 85701 <b>Email:</b> scott.dibiase@pima.gov <b>Phone:</b> 520-724-7322		<b>EPA PROJECT OFFICER</b> Sharon Bowen 75 Hawthorne St, AIR-1-1 San Francisco, CA 94105 <b>Email:</b> bowen.sharon@epa.gov <b>Phone:</b> 415-947-4250	
		<b>EPA GRANT SPECIALIST</b> Karla CarrilloCastillo Grants Branch, MSD-6-1 75 Hawthorne Street San Francisco, CA 94105 <b>Email:</b> carrillocastillo.karla@epa.gov <b>Phone:</b> 415-972-3372	
<b>PROJECT TITLE AND DESCRIPTION</b> FY 24 Air Pollution Control Program See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 10/01/2023 - 09/30/2024	<b>PROJECT PERIOD</b> 10/01/2023 - 09/30/2024	<b>TOTAL BUDGET PERIOD COST</b> \$ 1,320,065.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 1,320,065.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 07/31/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 539,065.00. EPA agrees to cost-share 40.84% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 539,065.00. 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>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne St San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Carolyn Truong - Grants Management Officer			<b>DATE</b> 08/28/2024

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 539,065	\$ 539,065
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 781,000	\$ 781,000
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,320,065	\$ 1,320,065

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2409M7S026	24	E1	09M1	000A04	4112	-	-	\$ 539,065
									\$ 539,065

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 781,052
2. Fringe Benefits	\$ 234,316
3. Travel	\$ 33,250
4. Equipment	\$ 32,555
5. Supplies	\$ 23,200
6. Contractual	\$ 104,824
7. Construction	\$ 0
8. Other	\$ 64,821
9. Total Direct Charges	\$ 1,274,018
10. Indirect Costs: 0.00 % Base See terms and conditions:	\$ 46,047
11. Total (Share: Recipient <u>59.16</u> % Federal <u>40.84</u> %)	\$ 1,320,065
12. Total Approved Assistance Amount	\$ 539,065
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 539,065
15. Total EPA Amount Awarded To Date	\$ 539,065

## Attachment 1 - Project Description

This agreement provides funding to Pima County Department of Environmental Quality to implement air pollution control programs throughout Pima County, AZ.

This assistance agreement provides full federal funding in the amount of \$539,065. Pre-award costs are approved back to 10/1/2023.

The activities include implementing activities within the scope of the Section 105 program including: 1) To implement national priorities as defined in EPA national guidance and consistent with EPA's Strategic Plan; 2) actions mandated by statute or regulation; 3) Program activities delegated to the recipient (state, local or tribe) for which EPA provides section 105 grant funding. A continuing program typically includes, but is not limited to, such activities as: as analysis and planning for attainment and maintenance of national ambient air quality standards NAAQS; control strategy development and implementation; reduction of risks from hazardous air pollutants; air quality monitoring; ambient air quality and source modeling; inventory of emissions; regulation development and implementation; non-Title V related permitting and enforcement; public outreach; air pollution data analysis and management; air pollution prevention activities; and other innovative approaches to pollution reduction including economic incentive and market-based (allowance and trading) programs.

The expected outcomes include a broadened awareness of air quality programs that are established to address the attainment and maintenance of NAAQS as well as immediate and emerging threats to public health and welfare from air pollution (CAA 105(a)).

The intended beneficiaries include Pima County residents who will have decreased exposure to criteria and hazardous air pollutants.

No subawards are included in this assistance agreement.

## 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-1-2023-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. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) within 120 days after the end of the project period.)

The recipient shall identify non-federal, non-recurrent expenditures in Block 12 (Remarks) of the FFR or include the information as an attachment to the FFR on a separate page. The recipient also agrees to include a statement certifying that supplanting did not occur.

### B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

*State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.*

### C. Cost-Share Requirement and Maintenance of Effort

The required minimum recipient cost share for this assistance agreement is 40% of total project costs, or Maintenance of Effort (MOE) level of \$781,000, (final MOE for FY-2023) whichever is greater. The assistance agreement may reflect a percentage shown under the "Notice of Award" section which is based on estimated costs requested in the recipient's application.

## Programmatic Conditions

### Grant Programmatic Terms and Conditions

#### a. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

##### Performance Reports – Content

In accordance with 2 CFR 200.329, 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 work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

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

Interim performance and final progress reports must prominently display the three Essential Elements for state work plans: 1) Strategic Plan Goal; (2) Strategic Plan Objective; and (3) Workplan Commitments plus time frame.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

##### Performance Reports - Frequency

The recipient agrees to submit **semi-annual** performance reports. Reports are to be submitted electronically to the EPA Project Officer due within 30 days after the reporting period ends. The reporting periods are October 2022- March 2023 and April 2023 – September 2023. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

#### b. Cybersecurity Condition

##### **Cybersecurity Grant Condition for 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.

### **c. Competency Policy**

#### **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.

### **d. 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 <https://www.fgdc.gov/>.

### **e. Quality Assurance**

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 the 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. 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 within 30 days after grant award, and/or no more than 60 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. 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.

### 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](#).
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [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](#).

## f. EQUIPMENT DISPOSITION

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.

#### **g. 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 Pima County Environmental Department Environmental Quality 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>

\_\_END OF DOCUMENT\_\_