



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: June 9, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

United States Environmental Protection Agency (EPA)

***Project Title/Description:**

Clean Air Act (CAA) Section 103 PM2.5 Air Monitoring for PPC OT2021

***Purpose:**

Continue funding Pima County DEQ PM2.5 monitoring sites, equipment, and other associated costs.

***Procurement Method:**

Not applicable

***Program Goals/Predicted Outcomes:**

Operate and maintain existing PM 2.5 sites and equipment. Provide air quality data to EPA and the public.

***Public Benefit:**

Allows PDEQ to protect public health and the environment by implementing air quality regulations, ensuring compliance and monitoring air quality throughout the county.

***Metrics Available to Measure Performance:**

PM 2.5 data will be collected and submitted to EPA quarterly

***Retroactive:**

CMH Approval 5/27/20 BLS

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective 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.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ 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 ☐ AmendmentDocument Type: GTAW Department Code: DE Grant Number (i.e., 15-123): 20*129Effective Date: 04/01/2020 Termination Date: 03/31/2021 Amendment Number: _____☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 74,055.00***All Funding Source(s) required:** EPA***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**Directly from EPAContact: Ursula K Nelson, P. E.Department: Environmental Quality Telephone: 724-7454Department Director Signature/Date: Minda K. Nelson May 21, 2020Deputy County Administrator Signature/Date: [Signature] 5/21/2020County Administrator Signature/Date: [Signature] 5/22/20
(Required for Board Agenda/Addendum Items)

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 98T05501 MODIFICATION NUMBER: 0 PROGRAM CODE: PM		DATE OF AWARD 05/05/2020
		TYPE OF ACTION New		MAILING DATE 05/12/2020
		PAYMENT METHOD: Advance		ACH# 90108
		RECIPIENT TYPE: County		
RECIPIENT: Pima Cnty Dept of Env Quality 33 N. Stone Avenue, Suite 700 Tucson, AZ 85701 EIN: 86-6000543		PAYEE: Pima Cnty Dept of Env Quality 33 N. Stone Avenue, Suite 700 Tucson, AZ 85701		
PROJECT MANAGER Michael Draper 33 N. Stone Avenue, Suite 700 Tucson, AZ 85701 E-Mail: mike.draper@pima.gov Phone: 520-724-7360		EPA PROJECT OFFICER Sharon Bowen 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 E-Mail: bowen.sharon@epa.gov Phone: 415-947-4250		EPA GRANT SPECIALIST Renee Chan Grants Branch, MSD-6 E-Mail: Chan.Renee@epa.gov Phone: 415-972-3675
PROJECT TITLE AND DESCRIPTION PM2.5 MONITORING NETWORK To provide funding to monitor fine particulate matter with the diameter equal to or smaller than 2.5 micrometers (PM 2.5) in order to determine compliance with the PM2.5 National Ambient Air Quality Standards and determine deductions in air emissions. This assistance agreement provides full federal funding in the amount of \$114,199 which includes \$40,144 of EPA In-Kind. Pre-award costs are approved back to April 1, 2020.				
BUDGET PERIOD 04/01/2020 - 03/31/2021		PROJECT PERIOD 04/01/2020 - 03/31/2021		TOTAL BUDGET PERIOD COST \$114,199.00
				TOTAL PROJECT PERIOD COST \$114,199.00
NOTICE OF AWARD				
Based on your Application dated 03/03/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$74,055. 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 \$114,199. 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 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Air and Radiation Division 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer				DATE 05/05/2020

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 74,055	\$ 74,055
EPA In-Kind Amount	\$	\$ 40,144	\$ 40,144
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	\$ 114,199	\$ 114,199

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2009M9S029	20	E1	09M1	000A04XPM	4112			74,055
									74,055

Budget Summary Page: Pima County DEQ CAA 103 PM 2.5 FY20

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$6,000
4. Equipment	\$60,650
5. Supplies	\$0
6. Contractual	\$40,144
7. Construction	\$0
8. Other	\$6,186
9. Total Direct Charges	\$112,980
10. Indirect Costs: % Base <u>Indirect Cost Rate Proposal</u>	\$1,219
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$114,199
12. Total Approved Assistance Amount	\$114,199
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$114,199
15. Total EPA Amount Awarded To Date	\$114,199

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. Table A, Line 6 Contractual includes	\$
2. in-kind contractor support through	\$
3. an EPA-HQ national contract.	\$
4. Therefore, No M/WBE Reporting required.	\$
5.	\$
6. Table A, Line 10 Indirect is based on an	\$
7. Indirect Cost Rate Proposal updated	\$
8. annually.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

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-1-2019-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>.

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 FFR will be submitted electronically to rtpfc-grants@epa.gov no later than December 30 of the same calendar year.

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 2 CFR Part 200.323 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. Six Good Faith Efforts 40 CFR § 33, Subpart C /Contract Provisions /Bidders List

Pursuant to 40 CFR § 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 § 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR § 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR § 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 § 33.501 (b) and (c) for specific requirements and exemptions.

D. Disadvantaged Business Enterprise (DBEs) - UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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 except as described below based upon the associated class deviation .

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in § 33.204; and §33.205 through and including § 33.211. The class exception was authorized pursuant to the authority in 2 CFR §1500.3(b).

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

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR §1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

E. MBE/WBE Reporting – Non-Reporting Condition

General Compliance, 40 CFR, Part 33, Subpart E

This award does not meet the conditions below and is not subject to Disadvantaged Business

Enterprise (DBE) Program reporting requirements based on EPA's review of the planned budget. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subawards or loans in the "Other" category exceeds the Simplified Acquisition Threshold (currently set at \$250,000), annual reports will then be required and you must notify your EPA grant specialist for additional instructions.

MBE/WBE reports from grantees are required annually 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 Simplified Acquisition Threshold as defined by the Federal Acquisition Regulation (currently set at \$250,000), including amendments and/or modifications.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

F. Reporting of EPA In-Kind Amount

This agreement includes EPA in-kind services. Invoices will not be provided to the recipient for recording of actual in-kind cost, however, the total in-kind amount shall be reflected as an expenditure on the Federal Financial Report(s).

Programmatic Conditions

a). Performance Reporting: In accordance with 2 CFR 200.328, 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. Since this grant is solely for the purpose of monitoring, quarterly reporting is required in the form of data entered into EPA's national Air Quality System (AQS) database.

b). Problems, Delays or Adverse Conditions: In accordance with 2 CFR 200.328(d)(1), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which materially impair the ability to meet the outputs/outcomes in the assistance agreement work plan.

c). Quality Assurance: **Quality Assurance:** This grant includes the performance of environmental measurements; therefore Quality Assurance Planning Documents are required. A Quality Management Plan for Pima County was approved on July 9th, 2012. A Quality Assurance Project Plan for NCORE and included ambient air monitoring was approved on October 21st, 2013. Pima County did submitted an updated QAPP in May of 2019 which was

reviewed by EPA. EPA commented on the plan and Pima is making revisions based upon those comments. Both the QMP and the QAPPs are due to be reviewed, revised as necessary and submitted to the EPA Quality Assurance Office for approval during FY 20.

d). Competency of Organizations Generating Environmental Measurement Data: Following EPA Policy Director Number FEM-2012-02, recipient agrees to demonstrate competency of any laboratory carrying out any activities involving the generation of environmental data on its behalf. Laboratory competency shall be maintained for the duration of the project period of this agreement and documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm.

e). Green/Environmentally Sustainable Practices: Consistent with local, state, and federal grant procurement rules, recipient shall, when feasible, purchase environmentally preferable products/services and hold conferences/meetings using environmentally preferable measures. Environmentally preferable products/services and environmentally preferable measures include those that have a lesser or reduced effect on the environment when compared with competing products, services, or measures that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. In addition, environmentally preferable measures for conferences/meetings apply to large gatherings of ten or more persons.

f). Cybersecurity:

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

(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.

(b)(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 .

-- End of Agreement --