

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00T56401 MODIFICATION NUMBER: 9 PROGRAM CODE: PM	DATE OF AWARD 06/05/2019
		TYPE OF ACTION Augmentation: Increase	MAILING DATE 06/12/2019
		PAYMENT METHOD: Advance	ACH# 90104
		RECIPIENT TYPE: County	
RECIPIENT: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520 EIN: 88-6000138		PAYEE: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520	
PROJECT MANAGER Charlene Albee P.O. Box 11130 Reno, NV 89520 E-Mail: calbee@washoecounty.us Phone: 775-784-7211		EPA PROJECT OFFICER Roberto Gutierrez 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 E-Mail: Gutierrez.Roberto@epa.gov Phone: 415-947-4276	
EPA GRANT SPECIALIST Renee Chan Grants Branch, MSD-6 E-Mail: Chan.Renee@epa.gov Phone: 415-972-3675			
PROJECT TITLE AND EXPLANATION OF CHANGES PM2.5 Monitoring Program <p>The purpose of this grant amendment is to provide current year funding to Washoe County Health District (WCHD) to monitor fine particulate matter with a diameter equal to or smaller than 2.5 micrometers (PM2.5) in order to determine compliance with the PM2.5 National Ambient Air Quality Standards and determine reductions in air emissions.</p> <p>This assistance amendment increases the federal funding by \$150,612 which includes \$40,144 of EPA In-Kind, from \$432,351, to the revised Total Approved Assistance Amount of \$582,963.</p>			
BUDGET PERIOD 04/01/2015 - 03/31/2020	PROJECT PERIOD 04/01/2015 - 03/31/2020	TOTAL BUDGET PERIOD COST \$582,963.00	TOTAL PROJECT PERIOD COST \$582,963.00
NOTICE OF AWARD			
<p>Based on your Application dated 03/26/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$110,468. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$582,963. 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 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Air and Radiation Division, AIR-1 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 06/05/2019

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 221,015	\$ 110,468	\$ 331,483
EPA In-Kind Amount	\$ 211,336	\$ 40,144	\$ 251,480
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 432,351	\$ 150,612	\$ 582,963

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
	1909M7S029	19	E1	09M4	000A04XPM	4112			110,468
									110,468

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$150,862
2. Fringe Benefits	\$72,655
3. Travel	\$6,500
4. Equipment	\$64,413
5. Supplies	\$1,100
6. Contractual	\$269,743
7. Construction	\$0
8. Other	\$4,800
9. Total Direct Charges	\$570,073
10. Indirect Costs: % Base <u>See Below</u>	\$12,890
11. Total (Share: Recipient <u>0.00 %</u> Federal <u>100.00 %.</u>)	\$582,963
12. Total Approved Assistance Amount	\$582,963
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$150,612
15. Total EPA Amount Awarded To Date	\$582,963

Detailed Table B Budget Page: 1

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.	\$
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, Administrative, and Programmatic Terms and Conditions of the previous assistance amendments remain in full force and effect. See paragraph below for the most current EPA General Terms and Conditions. All applicable terms and conditions are reflected in this assistance amendment, PM-00T56401-9.

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

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-1-2018> These terms and conditions are binding for disbursements and are in addition to or modify 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. Annual Federal Financial Report (FFR) - SF 425

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 U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than December 31 of the same calendar year. The form with instructions can be found on LVFC's website at <https://www.epa.gov/financial/grants>.

This agreement also 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).

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 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.

D. Utilization of Disadvantaged 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.

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 objective 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.

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 Nevada Department of Conservation and Natural Resources (NV DCNR), as follows:

	<u>MBE</u>	<u>WBE</u>
Construction	02%	02%
Equipment	01%	01%
Services	01%	02%
Supplies	01%	01%

The recipient accepts 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 NV DCNR

Negotiating Fair Share Objectives/Goals, 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, Elizabeth Armour, at Armour.Elizabeth@epa.gov, 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.

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.

E. MBE/WBE Reporting – Non-Reporting Condition

General Compliance, 40 CFR, Part 33, Subpart E

MBE/WBE reports are required annually. 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 does not meet the conditions above and is not subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. 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 \$150,000, annual reports will be required and you are required to notify your EPA grant specialist for additional instructions.

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; 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.

F. Indirect Costs - refer to the General Terms and Conditions #15

Programmatic Conditions

a). **Quality Assurance:** This grant includes the performance of environmental measurements. WCHD and EPA approved a Quality Management Plan (QMP) on October 02, 2014, and a Quality Assurance Program Plan (QAPP) on February 12, 2013. QA plans are current for five years, after which time they should be reviewed, revised, and submitted to EPA for approval. Work may continue under the current approved QMP and QAPP while WCHD works with EPA to update and approve both plans. EPA's Quality Assurance Office can be contacted at 415-972-3431.

b). **Reporting & Problems, Delays or Adverse Conditions:** 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. 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 workplan.

c). **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.

d). **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.

e). **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.

-- END OF AGREEMENT --