



Interoffice Memorandum

AGENDA ITEM

August 12, 2022

TO: Mayor Jerry L. Demings
—AND—
County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

CONTACT PERSON: David D. Jones, CEP, P.E., Manager
Environmental Protection Division
(407) 836-1406

SUBJECT: September 13, 2022 – Consent Item
U.S. Environmental Protection Agency Grant No. 0P-02D27822-0

The Environmental Protection Division (EPD) has received Grant No. 0P-02D27822-0 from the U.S. Environmental Protection Agency (EPA) to support the ongoing collection of data on the ambient air concentrations of fine particulate matter and to support the County's efforts with staying in compliance with National Ambient Air Quality Standards (NAAQS).

This grant is funded by the American Rescue Plan with the purpose to advance enhanced monitoring of Particulate Matter 2.5 (PM2.5) or other NAAQS pollutants in and near communities with environmental justice concerns who face disproportionate exposure to these pollutants and health risks which are also associated with increased vulnerability to COVID-19. EPD will purchase new PM2.5 monitoring equipment to upgrade aging equipment in underserved communities.

The size of particles in ambient air is directly linked to their potential for causing health problems. Small particles less than 2.5 microns in size pose the greatest risk because they can penetrate deeply into the lungs and cause a variety of health problems affecting the lungs and heart. This new grant award provides funding to support EPD's continued monitoring of concentrations of fine particulate matter for comparison to health-based standards established by EPA. This grant will coincide with the Specific Operating Agreement (SOA) between the Florida Department of Environmental Protection and the Board, which was approved by the Board on February 23, 2021. The SOA defines the scope of services that EPD will provide as a designated local air program.

The award amount authorized for this grant is \$44,382 with a project period from August 1, 2022 through July 31, 2024 for the purchase and installation of the PM2.5 monitoring

equipment. EPA agrees to a cost share of 100% of all approved budget period costs incurred up to and not exceeding \$44,382 (i.e., no match is required). The total project period cost amount of \$44,382 is expected to cover the majority of the cost for purchase of the new monitoring equipment. If additional funding is required to complete the project, EPD could use funding from tag fee revenues (Fund 1010) to complete the project. Use of Fund 1010 for the project could count as part of the County's required match for the EPA 105 grant, which is provided to air pollution control agencies by EPA to support implementation of the Clean Air Act. Funding from existing federal and state grants as well as Fund 1010 will support the operation and maintenance of the monitoring equipment.

It is also requested that the EPD Manager be granted authorization to make non-substantial amendments to the agreement, including additional service periods.

As indicated in the Notice of Award, a representative from Orange County is not required to sign the agreement. The County's commitment to carry out this award is demonstrated by either drawing down the funds or not filing a notice of disagreement with the award terms and conditions within stipulated timeframes.

Cooperative Agreement, Grant No. 0P-02D27822-0 was reviewed and approved as to form by the County Attorney's Office.

ACTION REQUESTED: Approval of U.S. Environmental Protection Agency Cooperative Agreement Grant No. (FAIN): 0P-02D27822-0 between the U.S. Environmental Protection Agency and Orange County with an award in the amount of \$44,382, relating to support of ambient air monitoring for fine particulate matter and authorization for the Environmental Protection Division Manager to make non-substantial amendments to the agreement, including additional service periods. The grant period is from August 1, 2022 through July 31, 2024. All Districts

JVW/DDJ: wp

Attachment

BCC Mtg. Date: September 13, 2022

0P - 02D27822 - 0 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 02D27822 MODIFICATION NUMBER: 0 PROGRAM CODE: 0P	DATE OF AWARD 08/06/2022
			TYPE OF ACTION New	MAILING DATE 08/10/2022
			PAYMENT METHOD: ASAP	ACH# 40567
			RECIPIENT TYPE: County	
RECIPIENT: Orange County Environmental Protection Division 201 South Rosalind Ave Orlando, FL 32808-3527 EIN: 59-6000773			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
PROJECT MANAGER Regina Gilliland 3165 McCrory Place, Suite 200 Orlando, FL 32803 Email: Regina.Gilliland@ocfl.net Phone: 407-836-1484			EPA PROJECT OFFICER Maya Odeh-Adimah 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: odehAdimah.maya@epa.gov Phone: 404-562-8415	EPA GRANT SPECIALIST Michael Morrisette Grants and Audit Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: morrisette.michael@epa.gov Phone: 404-562-9551
PROJECT TITLE AND DESCRIPTION PM 2.5 Monitoring Network See Attachment 1 for project description.				
BUDGET PERIOD 08/01/2022 - 07/31/2024	PROJECT PERIOD 08/01/2022 - 07/31/2024	TOTAL BUDGET PERIOD COST \$44,382.00	TOTAL PROJECT PERIOD COST \$44,382.00	
<p align="center">NOTICE OF AWARD</p> <p>Based on your Application dated 05/24/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$44,382.00. 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 \$44,382.00. 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 4 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer				DATE 08/06/2022

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	\$44,382
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$44,382
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$44,382
12. Total Approved Assistance Amount	\$44,382
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$44,382
15. Total EPA Amount Awarded To Date	\$44,382

Attachment 1 - Project Description

The purpose of this American Rescue Plan funded cooperative agreement is to advance enhanced monitoring of Particulate Matter 2.5 (PM2.5) or other National Ambient Air Quality Standards (NAAQS) pollutants in and near communities with environmental justice concerns who face disproportionate exposure to these pollutants and health risks which are also associated with increased vulnerability to COVID-19. This action approves an ARP award in the amount of \$44,382 to Orange County Environmental Protection Division. These funds will also be used to address priorities in and near those communities including upgrading other NAAQS pollutant monitoring sites, upgrading certain NAAQS gas monitors and/or equipment not meeting performance or completeness goals, and other possible PM monitoring investments. Specifically, Orange County will purchase new PM2.5 monitoring equipment to upgrade aging equipment in underserved communities. Expected deliverables include purchasing continuous PM2.5 monitor(s) to replace filter-based PM2.5 monitor(s). Expected Outcomes: Full automation of PM2.5 monitors will provide all communities fine particulate data of the same quality and allow them to compare continuous data streams in nearby areas. Operation of PM2.5 or other NAAQS pollutants air monitoring in accordance with all EPA requirements leading to collection of quality assured ambient air quality data to help ensure that more Americans are living and working in areas that meet high air quality standards. Intended Beneficiaries: Direct beneficiaries of these activities are community residents who will have decreased risk of adverse health effects, including cancer and neurological effects. No subawards are included in this assistance agreement.

Administrative Conditions

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-1-2021-or-later>.

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. Correspondence Condition

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

MBE/WBE reports (EPA Form 5700 52A): R4epagrantsmbewbepreporting@epa.gov and morrisette.michael@epa.gov

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:

Michael Morrisette / Grants Management Specialist

morrisette.michael@epa.gov

404-562-9551

Maya Odeh-Adimah / Project Officer

odehAdimah.maya@epa.gov

404-562-8415

Payment requests (if applicable):

Maya Odeh-Adimah / Project Officer

odehAdimah.maya@epa.gov

404-562-8415

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Maya Odeh-Adimah / Project Officer

odehAdimah.maya@epa.gov

404-562-8415

Programmatic 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.

Performance Reports - Frequency

The recipient agrees to submit **quarterly** performance reports electronically to the EPA Project Officer within 30 days after the quarterly reporting period ends. The reporting periods are:

November 30, 2022 (August 2022 – October 2022)

February 28, 2023 (November 2022 – January 2023)

May 30, 2023 (February 2023 – April 2023)

August 30, 2023 (May 2023 – July 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. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

1. Prior to beginning environmental information operations, the recipient must:

For all new pollutants to be monitored and methods to be used, a quality assurance project plan (QAPP) must be submitted for approval 180 days prior to collection of environmental data.

D. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

1. monthly telephone calls and other monitoring,
2. reviewing project phases and providing approval to continue to the next phase,
3. reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
4. approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy),
5. reviewing and commenting on the programmatic progress reports

6) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).

7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

E. 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 § 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, the 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.