

	<h2>U.S. ENVIRONMENTAL PROTECTION AGENCY</h2> <h3>Grant Agreement</h3>	GRANT NUMBER (FAIN): 03D15124 MODIFICATION NUMBER: 0 PROGRAM CODE: 5Q	DATE OF AWARD 09/29/2024
		TYPE OF ACTION New	MAILING DATE 10/02/2024
		PAYMENT METHOD: ASAP	ACH# 40215
RECIPIENT TYPE: County		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT: BROWARD, COUNTY OF 115 S Andrews Ave Rm 409 Fort Lauderdale, FL 33301-1817 EIN: 59-6000531		PAYEE: BROWARD, COUNTY OF 115 S Andrews Ave Rm 409 Fort Lauderdale, FL 33301-1817	
PROJECT MANAGER Ana Suarez 115 S. ANDREWS AVE, #404 OFFICE OF MANAGEMENT AND BUDGET FORT LAUDERDALE, FL 33301-1801 Email: asuarez@broward.org Phone: 954-519-1453		EPA PROJECT OFFICER Katherine Martin 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: Martin.Katherine.F@epa.gov Phone: 404-562-8866	
		EPA GRANT SPECIALIST Latoria Davis Grants Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: Davis.Latoria@epa.gov Phone: 404-562-9782	
PROJECT TITLE AND DESCRIPTION Fenceline Air Monitoring: Direct Awards - IRA This action approves funding under the Inflation Reduction Act (IRA) in the amount of \$325,000 to Broward County Florida, for the expansion and enhancement of their air monitoring activities. Specifically, the recipient will relocate site 12-011-0033 to Miramar for improved spatial coverage of ozone and PM2.5 monitoring. The activities include constructing relocated monitoring site and resuming data collection there. The anticipated deliverables include 1 existing air monitoring sites supported and upgraded and relocated. The expected outcomes include information about air quality in previously unmonitored areas; increased sustainability of ambient air monitoring networks; informed policy and decision making by air agencies; and publicly available air quality monitoring data for communities. The intended beneficiaries include residents of Broward County. No subawards are included in this assistance agreement.			
BUDGET PERIOD 06/01/2024 - 05/31/2029	PROJECT PERIOD 06/01/2024 - 05/31/2029	TOTAL BUDGET PERIOD COST \$ 325,000.00	TOTAL PROJECT PERIOD COST \$ 325,000.00
<h2>NOTICE OF AWARD</h2> <p>Based on your Application dated 04/05/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 325,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 325,000.00. 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 09/29/2024

Reviewed and approved as to form
Andrew J. Meyers, County Attorney

By: Deanna Kalil
Deanna Kalil
Assistant County Attorney

Digitally signed by Deanna Kalil
Date: 2024.10.08 17:41:16
-0400

By: MAITE AZCOITIA
Maite Azcoitia
Deputy County Attorney

Digitally signed by MAITE AZCOITIA
Date: 2024.10.09 09:30:56 -0400

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 325,000	\$ 325,000
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	\$ 0	\$ 325,000	\$ 325,000

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 Inflation Reduction Act: Sec. 60105(a)	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
-	2404VW4067	2231	E1SFX	04V2	000AMTXM1	4183	-	-	\$ 325,000
									\$ 325,000

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	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 301,764
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 301,764
10. Indirect Costs: 7.70 % Base TDC	\$ 23,236
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 325,000
12. Total Approved Assistance Amount	\$ 325,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 325,000
15. Total EPA Amount Awarded To Date	\$ 325,000

Administrative Conditions

National Administrative Terms and 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. 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 and Latoria Davis-Reed, (404)562-9782, Davis.Latoria@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Latoria Davis-Reed, (404)562-9782, Davis.Latoria@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: Project Officer: Katherine Martin, Martin.Katherine.F@epa.gov, (404)562-8866
- Payment requests (if applicable): Katherine Martin, Martin.Katherine.F@epa.gov, (404)562-8866
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Katherine Martin, Martin.Katherine.F@epa.gov, (404)562-8866

Programmatic Conditions

Grant Specific 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 electronically to the EPA Project Officer within 30 days after the semi-annual reporting period ends on November 30, 2024. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance (September 28, 2029).

1. If semi-annual performance reports are required, they are to be submitted electronically to the EPA Project Officer within 30 days after the reporting period (every six-month period). The reporting periods are December 30, 2024, June 30, 2025, December 30, 2025, June 30, 2026, December 30, 2026, June 30, 2027, December 30, 2027, June 30, 2028, December 30, 2028, June 30, 2029.

B. Cybersecurity Condition

State Grant Cybersecurity

(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 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) 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. Data Reporting

Data and/or related observations must be shared publicly and in a practicable amount of time throughout the lifetime of the project and not only after the project is at or near completion.

D. 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 a Quality Assurance (QA) planning document 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 90 days after grant award, and/or no more than 120 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 resubmission 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.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

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](#).

E. 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 the [Insert Recipient or subrecipient NAME] 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>

F. 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-aai anew.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

G. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

H. 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/>.