

ORDINANCE NO. 143, 2023  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
MAKING A SUPPLEMENTAL APPROPRIATION, APPROPRIATING PRIOR  
YEAR RESERVES, AUTHORIZING TRANSFERS AND AUTHORIZING  
INTERGOVERNMENTAL AGREEMENTS FOR  
THE AIR TOXICS COMMUNITY MONITORING PROJECT

WHEREAS, the northern Front Range of Colorado is home to growing population centers and expanding oil and gas production; and

WHEREAS, community concerns are mounting about the adequacy of existing monitoring networks to identify potential air quality issues from oil and gas production and other sources; and

WHEREAS, the City applied for an Air Toxics Community Monitoring Project Grant from the Environmental Protection Agency (EPA) in collaboration with Colorado State University (CSU) and the Larimer County Department of Health and Environment, with support from the Colorado Department of Public Health and Environment and several community organizations; and

WHEREAS, the EPA awarded the City \$499,139 in a three-year Air Toxics Community Monitoring Project Grant (the Grant) to provide air toxic monitoring that responds to concerns of residents in underserved communities, builds a broader understanding of air quality issues through innovative approaches and empowers residents to engage in policy and regulatory discussions (the Project); and

WHEREAS, funding for the Project would total \$623,977, with the City providing \$73,408 in required matching funds, which includes both City personnel time and costs to support community engagement activities, and Larimer County providing in-kind services worth a total of \$51,430; and

WHEREAS, the City Council has previously appropriated funds through Ordinance No, 126, 2022, the 2023-2024 annual appropriation ordinance, to the Environmental Services operating budget in the General Fund that will be transferred by this Ordinance to contribute to the City's required match for the Project; and

WHEREAS, the Air Toxics Community Monitoring Project Grant agreement with the EPA is attached hereto as Exhibit "A"; and

WHEREAS, City staff seek to enter into an intergovernmental agreement with CSU for CSU to conduct monitoring of select hazardous air pollutants using Grant funds; and

WHEREAS, these appropriations benefit the public health, safety and welfare of the residents of Fort Collins and serve the public purposes of improving air quality monitoring in the region, including within the City, and building community understanding of air quality issues; and

WHEREAS, Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year; and

WHEREAS, Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year such funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated; and

WHEREAS, the City Manager has recommended the appropriation described herein and determined that this appropriation is available and previously unappropriated from the General Fund and will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year; and

WHEREAS, Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance; and

WHEREAS, the City Manager has recommended the transfer of \$3,230 from the Environmental Services operating budget in the General Fund to the Air Toxics Community Monitoring Project in the General Fund and determined that the purpose for which the transferred funds are to be expended remains unchanged; and

WHEREAS, Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a federal, state or private grant, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or donation or the City's expenditure of all funds received from such grant or donation; and

WHEREAS, the City Council wishes to designate the appropriation herein for the Air Toxics Community Monitoring Project Grant as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant; and

WHEREAS, Section 1-22 of the City Code requires the City Council to approve intergovernmental agreements and cooperative activities with other governmental entities, except in certain enumerated scenarios.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That there is hereby appropriated from new revenue or other funds in the General Fund the sum of FOUR HUNDRED NINETY-NINE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$499,139) to be expended in the General Fund for the Environmental Services Air Toxics Community Monitoring Project.

Section 3. That there is hereby appropriated from prior year reserves in the General Fund the sum of SEVENTY THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$70,178) to be expended in the General Fund for Environmental Services Air Toxics Community Monitoring Project.

Section 4. That the unexpended and unencumbered appropriated amount of THREE THOUSAND TWO HUNDRED THIRTY DOLLARS (\$3,230) is authorized for transfer from the Environmental Services operating budget in the General Fund to the Environmental Services Air Toxics Community Monitoring Project.

Section 5. That the appropriation herein for the Environmental Services Air Toxics Community Monitoring Project is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Section 6. That the City Council approves the Air Toxics Community Monitoring Project Grant with the Environmental Protection Agency, which is attached hereto as Exhibit "A".

Section 7. That the City Council authorizes the City Manager, in consultation with the City Attorney, to develop and execute an intergovernmental agreement with Colorado State University to conduct monitoring of select hazardous air pollutants using funds from the Air Toxics Community Monitoring Project Grant.

Introduced, considered favorably on first reading and ordered published this 17th day of October, 2023, and to be presented for final passage on the 21st day of November, 2023.

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Mayor

ATTEST:

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City Clerk

Passed and adopted on final reading this 21st day of November, 2023.


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Mayor

ATTEST:

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City Clerk

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00I09701 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 5X		<b>DATE OF AWARD</b> 09/13/2023
		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 09/18/2023
		<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 80084
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov		
<b>RECIPIENT:</b> City of Fort Collins P. O. Box 580 Fort Collins, CO 80522-0580 <b>EIN:</b> 84-6000587		<b>PAYEE:</b> City of Fort Collins P. O. Box 580 Fort Collins, CO 80522-0580		
<b>PROJECT MANAGER</b> Emily Olivo 222 Laporte Avenue PO Box 580 Fort Collins, CO 80522-0580 <b>Email:</b> eolivo@fcgov.com <b>Phone:</b> 970-510-6638		<b>EPA PROJECT OFFICER</b> Courtney Johnson 1595 Wynkoop Street Denver, CO 80202-1129 <b>Email:</b> Johnson.Courtney@epa.gov <b>Phone:</b> 303-312-6456		<b>EPA GRANT SPECIALIST</b> Jennifer Hale Grants, Acquisition and IAs Branch 1595 Wynkoop Street Denver, CO 80202-1129 <b>Email:</b> hale.jennifer@epa.gov <b>Phone:</b> 303-312-6330
<b>PROJECT TITLE AND DESCRIPTION</b> Enhancing Monitoring of Air Toxics and Air Quality Education in Underserved Communities in Northern Colorado See Attachment 1 for project description.				
<b>BUDGET PERIOD</b> 10/01/2023 - 09/30/2026	<b>PROJECT PERIOD</b> 10/01/2023 - 09/30/2026	<b>TOTAL BUDGET PERIOD COST</b> \$623,977.00	<b>TOTAL PROJECT PERIOD COST</b> \$623,977.00	
<b>NOTICE OF AWARD</b> <p>Based on your Application dated 03/23/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$499,139.00. EPA agrees to cost-share 79.99% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$499,139.00. 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 8 , Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 8, Air and Radiation Division R8 - Region 8 1595 Wynkoop Street Denver, CO 80202-1129		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Sarah Hulstein - Grant Management Officer				<b>DATE</b> 09/13/2023

[illegible]

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$86,775
2. Fringe Benefits	\$6,638
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$530,564
9. Total Direct Charges	\$623,977
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>20.01</u> % Federal <u>79.99</u> %)	\$623,977
12. Total Approved Assistance Amount	\$499,139
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$499,139
15. Total EPA Amount Awarded To Date	\$499,139

### **Attachment 1 - Project Description**

The agreement provides funding under Inflation Reduction Act to conduct ambient air monitoring of pollutants of greatest concern in communities with environmental and health outcome disparities stemming from pollution and the COVID-19 pandemic.

The North Front Range of Colorado is home to growing population centers and to rapidly expanding oil and gas production. The Denver/Metro North Front Range region is also designated as serious nonattainment for ozone (O<sub>3</sub>) and will soon be downgraded to severe status. Community concerns are mounting about the adequacy of existing monitoring data networks to identify potential air quality issues, and the ability of local governments to characterize and address risks. Additionally, climate change is exacerbating these issues along the Northern Colorado Front Range, particularly for Latinx residents, children living near the poverty level, and residents with asthma, diabetes, fair or poor health status, or lacking health insurance. This project will provide air toxic monitoring that responds to concerns of residents in underserved communities, will increase awareness of air pollution, will build a broader understanding of air quality issues through innovative approaches including story-telling and art, and will hold workshops to further empower residents to engage in policy and regulatory discussions and seeking enforcement actions if warranted. The activities will be used to support community and local efforts to monitor their own air quality and to promote air quality monitoring partnerships between communities and tribal, state, and local governments that: leverage existing air quality expertise, expand use of community monitoring groups and other approaches that give the community a voice in the monitoring of the air quality, increase the capacity of residents to engage in policy and regulatory discussions and decisions, and build a foundation of trusting relationships and enhanced understanding from which sustainable solutions to community air pollution problems can be found.

The anticipated deliverables include an Air Quality Monitoring Advisory Committee (AQ-MAC) membership list and charter, AQ-MAC site selection criteria, initial monitoring site locations, updates to site selection criteria and locations, project Standard Operating Procedures (SOPs) and field plans, project websites, monthly data analysis reports/briefings, public updates, final data analysis report, final data presentations, final data to Colorado State University digital repository, workshop materials, attendance and feedback reports, and final public engagement and art installation report.

The expected outcomes include identifying Environmental Justice (EJ) priority monitoring areas; empower underserved communities to investigate potential concerns; identify acute and chronic air quality issues; increase community engagement in air quality monitoring planning, increase awareness of abundance and impact of air toxics; increase access to air toxics data for a wider range of communities; pursue community action to mitigate air pollution, increase investment in local policy to reduce air toxics; increase connections and trust with government agencies; create workshops focused on 1) storytelling related to environmental injustices 2) discuss civic engagement on air issues 3) complete general outreach and education on air quality fundamentals in northern Colorado (public art events and installations).



The intended beneficiaries include the city of Fort Collins. The City of Fort Collins, in partnership with Colorado State University (CSU), Larimer County Department of Health and Environment (LCDHE), Colorado Department of Public Health and Environment (CDPHE) and a suite of community groups, propose to implement monitoring of select hazardous air pollutants (HAPs), aligned with efforts to inform and engage underserved residents of Northern Colorado through data sharing, and accessible relevant educational activities. The primary goals of the project are to 1) leverage local air monitoring expertise to collect, interpret, and share air toxics data that responds to community pollution concerns, 2) expand the engagement of community groups to establish monitoring priorities so they address specific emission sources or sectors and prioritize the needs of underserved residents, 3) increase awareness and understanding of air pollution and air quality data, including the impacts of air toxics exposures, 4) increase the capacity of residents to engage in policy and regulatory discussions and decisions, and 5) build trust across diverse groups.

## **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-1-2022-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](mailto:rtpfc-grants@epa.gov) and Grant Specialist, Jennifer Hale at [hale.jennifer@epa.gov](mailto:hale.jennifer@epa.gov).
- MBE/WBE reports (EPA Form 5700-52A): Grant Specialist, Jennifer Hale at [hale.jennifer@epa.gov](mailto:hale.jennifer@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: Grant Specialist, Jennifer Hale at [hale.jennifer@epa.gov](mailto:hale.jennifer@epa.gov) and Project Officer Courtney Johnson at [johnson.courtyney@epa.gov](mailto:johnson.courtyney@epa.gov).
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Project Officer Courtney Johnson at [johnson.courtyney@epa.gov](mailto:johnson.courtyney@epa.gov).

#### **B. Leveraging**

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

#### **C. Voluntary Cost-Share or Overmatch**

This award and the resulting federal funding of \$499,139.00 is based on estimated costs

requested in the recipient's application dated 03/23/2022. Included in these costs is a voluntary cost-share contribution of \$73,408.00 by the recipient and \$51,430.00 from project partner(s) in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) for a total of \$124,838.00 of voluntary cost-share contributions. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

### **Programmatic Conditions**

#### **Grant-Specific Programmatic Terms and Conditions (as of 2/01/2023)**

##### **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.

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

###### **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 October - December, January - March, April - June, and July - September. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

###### **Subaward Performance Reporting**

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

## **B. 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.

## **C. 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.

## **D. 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.

#### **E. 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/>.

#### **F. 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>

#### **G. DURC/iDURC**

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the [United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern \(iDURC Policy\)](#) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURC Policy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (ICDUR) ([DURC@epa.gov](mailto:DURC@epa.gov)) of the institution's determination.

#### **H. Competency Policy**

##### **Competency of Organizations Generating Environmental Measurement Data**

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, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving environmental information operations (*i.e.*, the collection, production, evaluation or use of environmental information and/or the design, construction, operation, or application of environmental technology). The recipient shall maintain competency for the duration of the agreement's period of performance, and this will be documented during the annual reporting process. To access the Policy and other information about the Policy, visit [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm). A copy of the Policy is available directly at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements>, or a copy may be requested by contacting the EPA Project Officer for this award.

#### **I. Quality Assurance Project Plan**

1. A Quality Assurance Project Plan (QAPP) is a record of determinations made during planning by the organization of the data type, quality, and quantity necessary to meet project objectives and the quality assurance and quality control procedures, specifications, and documentation that the recipient will use to ensure the desired results. This

quality assurance documentation requirement applies to all grants that involve environmental information operations (i.e., the collection, production, evaluation or use of environmental information and/or the design, construction, operation, or application of environmental technology).

2. To be approvable, the grant recipient must develop a QAPP or equivalent QA document that meets all requirements outlined in *EPA QA Project Plan Requirements*, QA/R-5. The term QAPP will be used hence forward in this grant QA Term and Condition (R8 QA T&C) to refer to the QAPP or equivalent QA document.
3. As applicable and in accordance with 2 CFR 1500.12, the recipient agrees to document in a QAPP, the quality assurance (QA), quality control (QC), and technical activities that must be implemented to ensure that the project objectives are met. Multiple QAPPs and/or a multi-year QAPPs may be prepared as directed in the Work Plan and by the EPA Project Officer.
4. Recipients implementing environmental information operations (defined in Section 1) within the scope of the assistance agreement must submit a QAPP to the EPA Project Officer and EPA QA reviewer for review and approval no later than 90 days prior to performing work that includes environmental information operations. Earlier submissions are welcome.
5. The QAPP shall be prepared for each project in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#). For each QAPP, complete the [Region 8 QA Document Review Crosswalk](#) (QAPP Review Crosswalk). In the QAPP Review Crosswalk the recipient shall identify the specific page number(s) and section(s) of the QAPP that addresses the corresponding required QAPP element in QA/R-5, including a detailed explanation for any elements considered not applicable to the grant. The recipient shall submit the completed crosswalk with the QAPP to the EPA Project Officer and EPA QA contact for review and approval. Each QAPP has a maximum period of performance of 5 years.
6. The recipient agrees to ensure that no environmental information operations (defined in Section 1) occur without a QAPP that is approved by the EPA Regional Quality Assurance Manager or their delegate, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. In the case of this exception, QAPPs must be approved within 30 days of the recipient's first date responding to the incident.
7. For multi-year QAPPs, the recipient must review the current QAPP annually to reconfirm its suitability and effectiveness and its alignment with the grant's work plan. The recipient shall document the review using the [Region](#)

[8 QA Document Review Crosswalk](#) (QAPP Review Crosswalk). In the QAPP Review Crosswalk the recipient shall identify the specific page number(s) and section(s) of changes to the approved version of the QAPP and include a description of what changed and why in the crosswalk element's comment box. For multi-year QAPPs, the documented annual QAPP review results (using the QAPP Review Crosswalk) must be submitted to EPA Project Officer and QA reviewer annually, no later than 60 days prior to the anniversary date of EPA's approval of the QAPP as a new document. Significant changes to the project require the recipient to modify the QAPP and submit the updated QAPP as a new document as described in Sections 4-5. The recipient must submit the updated QAPP and completed [Region 8 QA Document Review Crosswalk](#) to the EPA Project Officer and QA reviewer for review and approval. Only after the revision has been approved shall the change be implemented.

**J. Leveraging:**

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its proposal dated 08/21/2023. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its proposal dated 08/21/2023 EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

**K. Voluntary Cost-Share or Overmatch**

This award and the resulting federal funding of \$499,139 is based on estimated costs requested in the recipient's application dated 08/21/2023. Included in these costs is a voluntary cost-share contribution of \$124,838 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its proposal dated 08/21/2023. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and EPA does not agree to modify the agreement to reduce the cost share, the recipient is in violation of the terms of the agreement. In addition to other remedies available under 2 CFR Part 200, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated 08/21/2023 EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.