

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>		<b>GRANT NUMBER (FAIN):</b> 00402120		<b>DATE OF AWARD</b> 04/22/2020	
			<b>MODIFICATION NUMBER:</b> 1 <b>PROGRAM CODE:</b> A			
			<b>TYPE OF ACTION</b> Augmentation: Increase		<b>MAILING DATE</b> 04/29/2020	
			<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 40247	
<b>RECIPIENT TYPE:</b> County			<b>Send Payment Request to:</b> Research Triangle Park Finance Center			
<b>RECIPIENT:</b> Pinellas County dba Board of Co Commissioners 315 Court St. Clearwater, FL 33756 <b>EIN:</b> 59-6000800			<b>PAYEE:</b> Pinellas County Board of Commissioners 315 Court St. Clearwater, FL 33756			
<b>PROJECT MANAGER</b> Sheila Schneider 315 Court St. Clearwater, FL 33756 <b>E-Mail:</b> sschneider@pinellascounty.org <b>Phone:</b> 727-464-4655		<b>EPA PROJECT OFFICER</b> Miya Smith 61 Forsyth Street Atlanta, GA 30303-8960 <b>E-Mail:</b> smith.miya@epa.gov <b>Phone:</b> 404-562-9091		<b>EPA GRANT SPECIALIST</b> Michael Morrisette Grants and Audit Management Section <b>E-Mail:</b> morrisette.michael@epa.gov <b>Phone:</b> 404-562-9551		
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> Air Pollution Control Program Support  This action approves an increase in the amount of \$165,620 to Pinellas County Board of Commissioners to support their ongoing Section 105 continuing environmental program.						
<b>BUDGET PERIOD</b> 10/01/2019 - 09/30/2021		<b>PROJECT PERIOD</b> 10/01/2019 - 09/30/2021		<b>TOTAL BUDGET PERIOD COST</b> \$2,451,370.00		
				<b>TOTAL PROJECT PERIOD COST</b> \$2,451,370.00		
<b>NOTICE OF AWARD</b>						
Based on your Application dated 07/18/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$165,620. EPA agrees to cost-share <u>20.40%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$240,620. 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.						
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b>  61 Forsyth Street Atlanta, GA 30303-8960			<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 4 Air and Radiation Division 61 Forsyth Street Atlanta, GA 30303-8960			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>						
<b>Digital signature applied by EPA Award Official</b> Keva R. Lloyd - Grants Management Officer					<b>DATE</b> 04/22/2020	

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 75,000	\$ 165,620	\$ 240,620
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 1,451,370	\$ 0	\$ 1,451,370
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 500,000	\$ 0	\$ 500,000
Allowable Project Cost	\$ 2,026,370	\$ 165,620	\$ 2,191,990

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart A

[illegible]

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$1,117,051
<b>2. Fringe Benefits</b>	\$764,030
<b>3. Travel</b>	\$29,530
<b>4. Equipment</b>	\$18,000
<b>5. Supplies</b>	\$52,600
<b>6. Contractual</b>	\$0
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$82,900
<b>9. Total Direct Charges</b>	\$2,064,111
<b>10. Indirect Costs:</b> <u>34.03%</u> <b>Base</b> <u>Cost Allocation Plan</u>	\$387,259
<b>11. Total (Share: Recipient <u>79.60</u> % Federal <u>20.40</u> %.)</b>	\$2,451,370
<b>12. Total Approved Assistance Amount</b>	\$500,000
<b>13. Program Income</b>	\$500,000
<b>14. Total EPA Amount Awarded This Action</b>	\$165,620
<b>15. Total EPA Amount Awarded To Date</b>	\$240,620

## **Administrative Conditions**

The following administrative terms and conditions are revised.

### **GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS**

#### **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)
- MBE/WBE reports (EPA Form 5700-52A): [R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov)  
[morrissette.michael@epa.gov](mailto:morrissette.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  
[morrissette.michael@epa.gov](mailto:morrissette.michael@epa.gov)  
404-562-9551

Miya Smith / Project Officer  
[smith.miya@epa.gov](mailto:smith.miya@epa.gov)  
404-562-9091

Payment requests (if applicable):  
Miya Smith / Project Officer  
[smith.miya@epa.gov](mailto:smith.miya@epa.gov)  
404-562-9091

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

Miya Smith / Project Officer  
[smith.miya@epa.gov](mailto:smith.miya@epa.gov)  
404-562-9091

#### **C. Disadvantaged Business Enterprise**

### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

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

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

#### **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.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

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

#### **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.

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

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

#### **MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E**

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA

Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are 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) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

**MBE/WBE reports should be sent to:**

**To:** [R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov)

**and**

**Cc:** [morrissette.michael@epa.gov](mailto:morrissette.michael@epa.gov)

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

**All other administrative terms and conditions remain the same.**

### **Programmatic Conditions**

**The following terms and conditions have been added.**

#### **GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS**

##### **H. Verification of Annual Recurring Maintenance of Effort:**

In accordance with Section 105 of the Clean Air Act, a Recipient's MOE must meet or exceed its prior year's MOE level. As required by General Term and Condition 14, the Recipient shall submit an annual (interim) Federal Financial Report (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of each budget period year. The form is available on the internet at <https://www.epa.gov/financial/forms>. All FFRs must be submitted to the EPA Finance Center via email it to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) or mail it to:

US Environmental Protection Agency RTP-Finance Center (Mail Code AA216-01) 4930 Page Rd.  
Durham, NC 27711

An electronic copy should also be sent to the EPA Project Officer. Included with the annual FFR must be an analysis of the recipient's recurrent and non-recurrent expenditures. If such analysis is unavailable for the current period, as authorized by the statutory authority, the recipient may provide such totals for the prior year.

##### **I. Quality Management Plan (QMP) Term and Condition**

In accordance with 2 CFR 1500.11, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated every 5 years or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance

requirement applies to all grants, cooperative agreements, contracts and interagency agreements that involve the use of environmental data.

If not included under the approved QMP, a stand-alone Quality Assurance Project Plan (QAPP) is required for those projects/activities that result in the collection, production and/or use of environmental information, metrics or data. The recipient agrees to ensure that an approved site specific QAPP is completed for each project. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved by the EPA Technical Project Officer and Quality Assurance Regional Manager or through an authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this agreement.

**All other programmatic terms and conditions remain the same.**