



**Monterey Bay Air Resources District**  
24580 Silver Cloud Court, Monterey, CA 93940

<b>MEETING DATE:</b>	October 20, 2021	<b>CONSENT</b>
<b>TO:</b>	Board of Directors	
<b>FROM:</b>	Amy Clymo, Engineering and Compliance Manager	
<b>SUBJECT:</b>	Approve the Air Pollution Control Officer to Accept Fiscal Year 21 Exchange Network Grant Agreement from the United States Environmental Protection Agency and Accept \$97,473 in Funding	

**RECOMMENDATION**

Approve the Air Pollution Control Officer to Accept Fiscal Year 21 Exchange Network Grant Agreement from the United States Environmental Protection Agency and Accept \$97,473 in Funding.

**DISCUSSION**


In March 2021, the Monterey Bay Air Resources District (MBARD) applied for an Exchange Technology Grant from the United States Environmental Protection Agency. The grant funds will help us to reduce manual data entry, duplicate data entry, and operate in a more efficient manner when submitting compliance data to U.S. EPA's Integrated Compliance Information System – Air (ICIS-Air) database. MBARD will conduct a request for proposal process to select a contractor to implement the electronic tools to allow for communication from our Accela database to ISIC-AIR.

**FINANCIAL IMPACT**

The grant has a project period of 10/1/2021 to 9/30/2024. A budget adjustment has been included as part of the consent agenda for today's meeting to add revenue and expenditures in the current fiscal year 2021-2022 in the amount of \$10,000. At this time, MBARD anticipates implementing the majority of the grant activities in fiscal year 2022-2023.

**ATTACHMENTS**

U.S. Environmental Protection Agency Grant Agreement Number 84030001

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 84030001 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> OS	<b>DATE OF AWARD</b> 09/15/2021
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/22/2021
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 90105
		<b>RECIPIENT TYPE:</b> Special District	
<b>RECIPIENT:</b> Monterey Bay Unified APCD 24580 Silver Cloud Court Monterey, CA 93940-6536 <b>EIN:</b> 94-2301821		<b>PAYEE:</b> Administrative Services Manager Monterey Bay Unified APCD 24580 Silver Cloud Court Monterey, CA 93940-6536	
<b>PROJECT MANAGER</b> Amy Clymo 24580 Silver Cloud Court Monterey, CA 93940-6536 <b>E-Mail:</b> aclymo@mbard.org <b>Phone:</b> 831-718-8013	<b>EPA PROJECT OFFICER</b> Wendy Fong 75 Hawthorne Street, MSD-5-1 San Francisco, CA 94105 <b>E-Mail:</b> fong.wendy@epa.gov <b>Phone:</b> 415-972-3631	<b>EPA GRANT SPECIALIST</b> Jennifer Brooks 1200 Pennsylvania Ave., NW 3903R Washington, DC 20460 <b>E-Mail:</b> brooks.jennifer@epa.gov <b>Phone:</b> 202-564-6374	
<b>PROJECT TITLE AND DESCRIPTION</b> FY 2021 EN Grant Monterey Bay Unified Air Pollution Control District  This project will enhance IT and data management capabilities that facilitate the electronic collection, reporting, exchange, sharing and integration of the full range of data that informs the business of environmental protection. The recipient will 1) design the ICIS-Air Data Flow; develop the ICIS-Air Data Flow Extract Procedures; provide user acceptance training; and put the exchange network node into production. Expected outcomes of this project include eliminating manual data entry into ICIS-Air and simplify data reporting; increase efficiency of reporting data to ICIS-Air; and improving access to air quality compliance data for the largest stationary sources reporting to the Monterey Bay Unified Air Pollution Control District. Beneficiaries included: Monterey Bay Unified Air Pollution Control District staff; and the regulated community reporting to the Monterey Bay Unified Air Pollution Control District. There are no subrecipients under the award.			
<b>BUDGET PERIOD</b> 10/01/2021 - 09/30/2024	<b>PROJECT PERIOD</b> 10/01/2021 - 09/30/2024	<b>TOTAL BUDGET PERIOD COST</b> \$97,473.00	<b>TOTAL PROJECT PERIOD COST</b> \$97,473.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 03/30/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$97,473.00. 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 \$97,473.00. 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.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460		<b>ORGANIZATION / ADDRESS</b> Environmental Protection Agency, Office of Mission Support OMS - Office of Mission Support 1200 Pennsylvania Ave, NW Washington, DC 20460	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official for</b> Jill Young - Chief - Grants Management Branch Phillip Schindel - Associate Award Official			<b>DATE</b> 09/15/2021

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$97,473	\$97,473
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	\$97,473	\$97,473

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.608 - Environmental Information Exchange Network Grant Program and Related Assistance	2021 Consolidated Appropriations Act (PL 116-260)	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
-	21YMIGM078	21	E1	YMDC	000Y21	4183	-	YM46100	\$97,473
									\$97,473

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$13,509
2. Fringe Benefits	\$8,964
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$75,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$97,473
10. Indirect Costs: 0.00 % Base NA	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$97,473
12. Total Approved Assistance Amount	\$97,473
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$97,473
15. Total EPA Amount Awarded To Date	\$97,473

## **Administrative Conditions**

### **A. 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-november-12-2020-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>.

### **B. 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 ***brooks.jennifer@epa.gov***
- MBE/WBE reports (EPA Form 5700-52A): ***Suzanne Hersh, DBE Coordinator;***  
***mbe.wbe@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: ***fong.wendy@epa.gov***
- Payment requests (if applicable): ***fong.wendy@epa.gov***
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: ***fong.wendy@epa.gov***

### **C. Prompt Payment Act**

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

### **D. Inventions**

Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

**E. No Feds**

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

**F. Payment to Consultants**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2021, the limit is \$661.23 per day and \$82.65 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

## **Programmatic Conditions**

### **A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

Exchange Network grant award recipients must submit semi-annual progress reports to the EPA Regional Project Officer electronically through EPA's Central Data Exchange (CDX). To register for a CDX account, grantees must visit [https://cdx.epa.gov/epa\\_home.asp](https://cdx.epa.gov/epa_home.asp) and complete the steps required for registration. A training PowerPoint presentation is available for grantees submitting semi-annual progress reporting forms through CDX and can be found at <https://cdx.epa.gov/FAQ#IEPBQ1>. These progress reports must be submitted within one month of the end of each reporting period. The first reporting period is from the award issuance date to March 31, 2021, and the first report will be due to the EPA Regional Project Officer on April 30, 2021. Subsequent reports will be due every six months thereafter, until the project is completed, and the reporting periods will be as follows:

- 1) April 1 through September 30 (report due October 31) and
- 2) October 1 through March 31 (report due April 30).

At a minimum, semi-annual progress reports must include the following:

- 1) an update on the schedule and status of carrying out the project, including any problems encountered and suggestions to overcome them;
- 2) an explanation of expenditures to date, with expenditures linked to project results;
- 3) information on each of the following areas:
  - a) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
  - b) the reasons why anticipated outputs/outcomes were not met (if applicable); and
  - c) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees to notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

Grantees must submit semi-annual reports even when the grantee has not made progress during the reporting period.

In addition to the semi-annual progress reports, the award recipient must submit (electronically through CDX) a final report to the EPA Project Officer within 120 days after the expiration or termination of the approved project period. The final report shall document project activities over the entire project period and shall include information on each of the following areas:

- 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;

- 2) the reasons why anticipated outputs/outcomes were not met (if applicable); and
- 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees to notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

## **B. CYBERSECURITY CONDITION**

- (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 200.331(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.

## **C. QUALITY ASSURANCE TERMS/CONDITIONS**

Within 90 days of the award issuance date, the award recipient must submit a tailored Quality Assurance Reporting Form (QARF) to the EPA Regional Project Officer for approval. The form can be obtained at <https://www.epa.gov/exchangenetwork/exchange-network-grant-program>. This tailored QARF must describe the project's relevant QA criteria, how the recipient will ensure adherence with the QA criteria, and how the recipient will confirm and



document that the project deliverables meet the QA criteria. Specifically, the tailored QARF shall include the following:

- a) the QA criteria (with specific references or guidelines) that relate to each task as described in the project work plan;
- b) how the recipient will ensure adherence to the identified QA criteria (and specific references and guidelines) throughout the course of the project (e.g., management approaches, task-specific QA training for staff and/or contractors, periodic QA checks and corrective measures as needed, etc.); and
- c) how the recipient will confirm and document that the project deliverables for each task in the work plan adhere to the identified QA criteria (and specific references, and guidelines). For example, an applicant whose project involves the development of an Exchange Network node should verify that the node meets all of the Network Node Specifications and that it passes the relevant operational tests using the Network Node Test Site. See <http://www.exchangenetwork.net/> for more information.

#### **D. REUSING EXISTING EN TOOLS and SERVICES**

These terms and conditions will facilitate the leveraging of reusable tools and services, reducing building costs and increasing efficiencies for the Exchange Network.

1. The recipient shall work with their Regional Exchange Network Coordinator (RENC) to register the reuse of existing resources developed under this grant at the time of grant closeout.

Applicants may use several tools to help identify opportunities to reuse or build on the work of other partner agencies:

- Search past EN grant projects on the EPA Exchange Network Grants website. Past project records on the EN Grants website now contain information, where available, on reusable components that were developed as part of the project. To find any registered reusable components visit <https://www.epa.gov/exchangenetwork/previous-exchange-network-grant-projects>.
- Search EECIP to find project ideas, project partners, and reuse opportunities. The E-Enterprise Community Inventory Platform or EECIP (<https://www.eecip.net>) is an online community and living project inventory for employees of federal, tribal, territorial and state environmental agencies to enter information about agency projects, technical environment and their own professional interests.
- Search the SSRC to find potentially reusable code, services, software, and other tools. The Shared Services Resource Catalog (SSRC) is part of EPA's System of Registries (<https://sscatalog.epa.gov/sharedservicecatalog/search>). It is both a catalog of EPA, state, tribal and territory services and a registry of XML schema, widgets, plug-ins, web services and many other resources all of which can be reused by others.

## **E. REGISTERING NEW EXCHANGE NETWORK RESOURCES**

These terms and conditions will enable future developers to leverage and reuse these EN tools in order to save time and money in future endeavors.

1. The recipient shall work with their Regional Exchange Network Coordinator (RENC) to create a record, containing relevant metadata and descriptions, for all new Exchange Network nodes, data flows and services developed under this grant at the time of grant closeout.

## **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 Monterey Bay Unified Air Pollution Control District 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>