

Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 1026 Detroit, Michigan 48226 Phone 313•628•1258 Fax 313•224•0542 www.detroitmi.gov

October 9, 2023

The Honorable Detroit City Council

ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2022 Enhanced Air Quality Monitoring for Communities Grant

The U.S. Environmental Protection Agency has awarded the City of Detroit Building, Safety Engineering, and Environmental Department with the FY 2022 Enhanced Air Quality Monitoring for Communities Grant for a total of \$481,935.00. There is no required match for this grant. The total project cost is \$481,935.00.

The objective of the grant is to establish a citywide particulate air quality monitoring network. The funding allotted to the department will be utilized to hire an Environmental Consultant, engage community partners, purchase air quality monitors and other supplies. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21350.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Docusigned by: Serri Sariels

Terri Daniels

Director of Grants, Office of Development and Grants

CC:

Sajjiah Parker, Assistant Director, Grants

Matthew Spayth 17E14C346551467... Office of Budget

DocuSianed by:

Agreement Approved as to Form

By the Law Department

Cheryl Smith-Williams

DocuSigned by:



Office of Development and Grants

Council Member

RESOLUTION

WHEREAS	the City of Detroit Building	Safety Engineering	and Environmental	Denartment

WHEREAS, the City of Detroit Building, Safety Engineering, and Environmental Department is requesting authorization to accept a grant of reimbursement from the U.S. Environmental Protection Agency, in the amount of \$481,935.00, to establish a citywide particulate air quality monitoring network; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21350, in the amount of \$481,935.00, for the FY 2022 Enhanced Air Quality Monitoring for Communities Grant.

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U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 00E03367 MODIFICATION NUMBER: DATE OF AWARD 0 PROGRAM CODE: 0X 09/29/2023 TYPE OF ACTION MAILING DATE New 10/04/2023 PAYMENT METHOD: ACH# ASAP 50052

RECIPIENT TYPE: Send Payment Request to:

Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT: PAYEE:

City of Detroit City of Detroit

 2 Wooward Avenue, Suite 1026
 2 Woodward Avenue, Suite 1026

 Detroit, MI 48226-2503
 Detroit, MI 48226-2503

EIN: 38-6004606

Municipal

PROJECT MANAGER EPA PROJECT OFFICER EPA GRANT SPECIALIST

Mark Baron Lisa Holscher Donna Stingley

2 Woodward Avenue, 4th Floor 77 West Jackson Boulevard , AR-18J Assistance Section, MA-10J
Detroit, MI 48226-2503 Chicago, IL 60604-3507 Email: Stingley.Donna@epa.gov

Email: Mark.Baron@detroitmi.gov Email: Holscher.Lisa@epa.gov Phone: 312-353-1677

Phone: 313-224-9391

Phone: 312-886-6818

PROJECT TITLE AND DESCRIPTION

Detroit's City-wide PM Air Quality Monitoring Network

See Attachment 1 for project description.

 BUDGET PERIOD
 PROJECT PERIOD
 TOTAL BUDGET PERIOD COST
 TOTAL PROJECT PERIOD COST

 06/01/2023 - 04/13/2026
 06/01/2023 - 04/30/2026
 \$481,935.00
 \$481,935.00

NOTICE OF AWARD

Based on your Application dated 03/25/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$150,435.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$150,435.00. 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.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
U.S. EPA, Region 5, U.S. EPA Region 5	U.S. EPA, Region 5, Air and Radiation Division, A-18J
Mail Code MCG10J 77 West Jackson Blvd.	R5 - Region 5
Chicago, IL 60604-3507	77 West Jackson Boulevard
	Chicago, IL 60604-3509

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official for William Massie - Manager, Acquisition and Assistance Branch

Karen Sykes - Award Official Delegate

09/29/2023

DATE

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$150,435	\$150,435
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	\$150,435	\$150,435

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	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Oganization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2305LBX064	22	E1S7	05L3	000A04	4183	-	-	\$150,435
									\$150,435

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	\$159,000
5. Supplies	\$3,896
6. Contractual	\$93,700
7. Construction	\$0
8. Other	\$225,339
9. Total Direct Charges	\$481,935
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient0.00 % Federal100.00 %)	\$481,935
12. Total Approved Assistance Amount	\$481,935
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$150,435
15. Total EPA Amount Awarded To Date	\$150,435

Attachment 1 - Project Description

The purpose of this competitively selected American Rescue Plan funded grant is 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 City of Detroit will establish a comprehensive city-wide particulate matter monitoring network with near real-time reporting. Data collected from the network will be used to educate Detroit's citizens and policy makers and expand network parameters while targeting areas of highest impact. 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, 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, 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 the purchase and deployment of particulate matter air quality monitoring equipment, the collection of data for reporting through the City's website, and a City-wide assessment of particulate matter air pollution, including a full breakdown of levels by city council district and communities, by Winter 2026. The expected outcomes include establishing an Air Quality Monitoring network, identifying Community priorities for Air Quality, establishing Community Air Quality Workgroups, and providing information to City Leadership to develop air quality and reporting standards. The intended beneficiaries include the Citizens of the City of Detroit. The activities to be carried out under the subaward include community education through training and the creation and implementation of an outreach strategy to disseminate air quality data.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <u>EPA General Terms and Conditions Effective October 1, 2022 or later</u>

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 **Donna Stingley, Grant Specialist** at stingley.donna@epa.gov

MBE/WBE reports (EPA Form 5700-52A): *Karen Sykes at* sykes.karen@epa.gov and region5closeouts@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: **Donna**Stingley, Grant Specialist at stingley.donna@epa.gov and Lisa Holscher.Lisa@epa.gov
Quality Assurance documents, workplan revisions, equipment lists, Programmatic reports and deliverables to Lisa Holscher.Lisa@epa.gov
Holscher, Project Officer at Holscher.Lisa@epa.gov

B. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

Grant 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.

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 using the following schedule:

September 1 - November 30 report due December 31

December 1 - February 28 report due March 31

March 1 - May 30 report due June 30

June 1 - August 30 report due September 30

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.

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 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. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, <u>Policy to Assure the Competency of Organizations</u> 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-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

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. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in <u>2</u> <u>C.F.R. § 1500.12</u> 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/the] Quality Assurance (QA) planning document[s] in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Assurance Project Plan (QAPP)

- a. Prior to beginning environmental information operations, the recipient must:
- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,
- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.
- b. The recipient must submit the QAPP 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 <u>Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance</u>.

G. 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 City of Detroit 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