


EXHIBIT 10
ADEQ18-179166 AMENDMENT NO. 5

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 98T40601 MODIFICATION NUMBER: 0 PROGRAM CODE: 0P		DATE OF AWARD 06/30/2022
			TYPE OF ACTION New		MAILING DATE 07/06/2022
			PAYMENT METHOD: ASAP		ACH# 90007
RECIPIENT TYPE: State			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: AZ Dept of Env Quality 1110 West Washington Street Phoenix, AZ 85007-2955 EIN: 86-6004791			PAYEE: AZ Dept of Env Quality 1110 West Washington Street Phoenix, AZ 85007-2955		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Mahota Hadley 1110 West Washington Street Phoenix, AZ 85007-2955 Email: Grants@azdeq.gov Phone: 602-771-4250		Sharon Bowen 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: bowen.sharon@epa.gov Phone: 415-947-4250		Darlene Fernandez Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: fernandez.darlene@epa.gov Phone: 415-972-3664	
PROJECT TITLE AND DESCRIPTION American Rescue Plan - PM2.5 Monitoring Network See attachment 1 for project description					
BUDGET PERIOD 08/01/2022 - 07/31/2023		PROJECT PERIOD 08/01/2022 - 07/31/2023		TOTAL BUDGET PERIOD COST \$247,000.00	
				TOTAL PROJECT PERIOD COST \$247,000.00	
NOTICE OF AWARD					
<p>Based on your Application dated 05/10/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$247,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$247,000.00. 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			ORGANIZATION / ADDRESS		
U.S. EPA, Region 9 , U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer					DATE 06/30/2022

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	\$217,500
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$29,500
9. Total Direct Charges	\$247,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$247,000
12. Total Approved Assistance Amount	\$247,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$247,000
15. Total EPA Amount Awarded To Date	\$247,000

Attachment 1 - Project Description

The purpose of this American Rescue Plan funded cooperative agreement is to advance enhanced monitoring of Particulate Matter 2.5 (PM2.5) or other National Ambient Air Quality Standards (NAAQS) pollutants in and near communities with environmental justice concerns who face disproportionate exposure to these pollutants and health risks which are also associated with increased vulnerability to COVID-19.

This agreement provides full federal funding in the amount of \$247,000. These funds will be used to replace existing filter-based monitors or otherwise enhance existing monitors in and near those communities to provide 24/7, real-time reporting of air quality concentrations. Specifically, the recipient will:

1. Review and compare EPA proposed equipment for purchase and determine if any adjustments need to be made on enhancements at various air monitoring sites based on current needs. Consult with EPA about proposed changes/updates.
 2. Prepare and initiate procurement request(s) for equipment purchase(s).
 3. Purchase equipment.
 4. Take delivery of equipment upon verification of functionality of equipment and move forward with payment of vendor invoices.
 5. Plan for timely set-up and installation of equipment consistent with the goal of enhancing air monitoring activities in EJ and underserved communities.
 6. Report and provide new or revised QAPPs including new or revised SOPs.
 7. Pass funding through to Pinal County and document their completion of 1-6 above.
- Expected deliverables include reporting of expenditures on equipment purchase, reporting on status of equipment installation, reporting of new or revised QAPPS.

Expected Outcomes: Operation of PM2.5/PM10 and lead (pb) pollutant air monitoring in accordance with all EPA requirements leading to collection of quality assured ambient air quality data to help ensure that more Americans are living and working in areas that meet high air quality standards. The subaward is to the Pinal County Air Quality Department to purchase air quality monitoring equipment.

Administrative Conditions

Administrative Terms and Conditions "A" through "C" and General Terms and Conditions below apply.

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-1-2021-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. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **September 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.324 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

Programmatic Conditions "a" through "e" below apply.

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. The reporting periods are:

- 8/1/22-10/31/22 (Report due 11/30/22)
- 11/1/22-1/31/23 (Report due 2/28/23)
- 2/1/23-4/30/23 (Report due 5/31/23)
- 5/1/23-8/31/23 (Report due 9/30/23)

- 8/1/23-10/31/23 (Report due 11/30/23)
- 11/1/23-1/31/24 (Report due 2/28/24)
- 2/1/24-4/30/24 (Report due 5/31/24)
- 5/1/24-8/31/24 (Final Report due 12/31/24)

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]. 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.

c]. 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/201503/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

d]. 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/>.

e]. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports
- 6.) consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).
- 7.) joint operational involvement, participation, and/or collaboration between EPA and the recipient.

***** END OF ASSISTANCE AGREEMENT *****