

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 02J27201 MODIFICATION NUMBER: 3 PROGRAM CODE: PM	DATE OF AWARD 03/31/2026
		TYPE OF ACTION: Augmentation: Increase	MAILING DATE 04/03/2026
		PAYMENT METHOD: ASAP	ACH# X0063
		RECIPIENT TYPE: Municipal	
RECIPIENT: OLYMPIC REGN CLEAN AIR AGENCY 2940 LIMITED LANE NW OLYMPIA, WA 98502-6503 EIN: 91-0841342		PAYEE: OLYMPIC REGN CLEAN AIR AGENCY 2940 LIMITED LANE NW OLYMPIA, WA 98502-6503	
PROJECT MANAGER Odelle Hadley OLYMPIC REGION CLEAN AIR AGENCY 2940 LIMITED LANE NW OLYMPIA, WA 98502-6503 Email: odelle.hadley@orca.org Phone: 360-539-7610		EPA PROJECT OFFICER Christina Miller 1200 Sixth Avenue, Suite 155, 15-D13 Seattle, WA 98101-3144 Email: miller.christina@epa.gov Phone: 206-553-6512	
EPA GRANT SPECIALIST Charles Devoe 1200 Sixth Avenue, Suite 155 Seattle, WA 98101-3144 Email: devoe.charles@epa.gov Phone: 206-553-6291			
PROJECT TITLE AND EXPLANATION OF CHANGES Cheeka Peak Intercontinental Transport of Air Pollution (ITAP) Observatory PM2.5 and NCore Project funding for maintenance and operations of the particulate matter (PM2.5) and National Core. This amendment adds \$90,462.00 in EPA incremental funding, partially funding the award, approves the revised workplan/budget dated 02/02/2026, and updates the administrative and programmatic terms and conditions.			
BUDGET PERIOD 04/01/2023 - 03/31/2027	PROJECT PERIOD 04/01/2023 - 03/31/2027	TOTAL BUDGET PERIOD COST \$ 374,792.00	TOTAL PROJECT PERIOD COST \$ 374,792.00
NOTICE OF AWARD Based on your Application dated 03/10/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 90,462.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 361,848.00. 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 U.S. EPA, Region 10, EPA Region 10 Mail Code: 14-D12, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		ORGANIZATION / ADDRESS U.S. EPA, Region 10, Air and Radiation Division R10 - Region 10 1200 Sixth Avenue, Suite 155 Seattle, WA 98101-3144	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Felicia Thomas - Manager, Tribal Grants Section			DATE 03/31/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 271,386	\$ 90,462	\$ 361,848
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	\$ 271,386	\$ 90,462	\$ 361,848

Assistance Program	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 Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2610BDG004	26	E1	10B4	000A04XPM	4183	-	-	\$ 90,462
									\$ 90,462

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 160,554
2. Fringe Benefits	\$ 54,990
3. Travel	\$ 20,269
4. Equipment	\$ 0
5. Supplies	\$ 27,743
6. Contractual	\$ 75,200
7. Construction	\$ 0
8. Other	\$ 14,480
9. Total Direct Charges	\$ 353,236
10. Indirect Costs: 0.00 % Base	\$ 21,556
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 374,792
12. Total Approved Assistance Amount	\$ 374,792
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 90,462
15. Total EPA Amount Awarded To Date	\$ 361,848

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

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-1-2025-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify 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>.

A. CORRESPONDENCE

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: R10grants@epa.gov

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: The current assigned Project Officer listed on the first page of the award.

Administrative questions and issues: The current assigned Grants Specialist listed on the first page of the award.

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 2/25/2026)

Conditions A and I have been revised. Conditions J and K are hereby added.

A. Quality Assurance (updated)

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

If applicable, 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 Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved and current QMP or provide a new QMP if an updated QMP is past due
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 30 days after grant award

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

ORCAA's current QMP was signed 6/15/2023 and expires 6/14/2028.

2. Quality Assurance Project Plan (QAPP)

ORCAA as part of Primary Quality Assurance Organization (PQAO) developed a Role and Responsibility agreement with WDOE and follows WDOE's QA documents.

The QAPP for criteria pollutants monitoring was approved on 1/27/2021 and is current until 1/28/26. A revised QAPP was submitted and is currently being reviewed by EPA as of 2/25/2026.

a. Within 30 days of the grant award and prior to beginning environmental information operations, the

recipient must:

- i. Submit or notify EPA of its intent to use a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.
- iii. The recipient agrees to inform EPA as soon as there is any changes to the monitoring network that would require a revision to the current QAPP.

Recipient can contact Cindy Fields in R10 EPA's Quality Assurance Office at fields.cindy@epa.gov (206-553-1893) for QMP related questions and Joey Richardson at richardson.joey@epa.gov (206-553-2989) for QAPP related questions.

For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); 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](#), Appendix C provides a QAPP Checklist.
- (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 [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

B. Air Monitoring Data Reporting

40 CFR § 58.16 requires States to submit monitoring data within 90 days after the end of the quarterly reporting periods. (The specific quarterly reporting periods are January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31.) Monitoring data must be submitted to EPA's AQS database. Grantees shall comply with appropriate guidance in flagging data and meet 75% minimum data recovery requirements for the network monitors. Recipient will inform EPA that its quarterly monitoring data has been entered into AQS by sending an email to the EPA Project Officer (or designated recipient) within 15 days of the required AQS data submittal date. The Recipient will also identify any monitors that did not meet the minimum 75% data completeness goal for that quarter, and will provide a reason why each monitor did not meet this goal.

C. Annual Air Monitoring Certification

40 CFR § 58.15 requires the State to submit to EPA an annual air monitoring data certification letter to

certify data collected at all SLAMS, FRM, FEM, and ARM SPM sites from January 1 through December 31 of the previous year. The annual data certification letter is due by May 1 of each year.

D. Annual Monitoring Network Plan

In addition, 40 CFR § 58.10 requires that the State, or where applicable local agency, adopt and submit to the Regional Administrator an annual monitoring network plan by July 1 of each year. This plan should be made available for public inspection and public comment by the State/local agency prior to the submission to EPA.

E. Annual Review of Assistance Agreement Workplan

Due to the fact the period of performance is four years, the Recipient agrees to review the workplan annually each January with the EPA Project Officer and Air Monitoring staff to determine the current workplan is still reflective of the recipient's current network and monitoring regulatory requirements, and agrees to revised workplan if needed.

F. 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 **annual** performance reports electronically to the EPA Project Officer within 30 days after the quarterly reporting period ends. The recipient must submit the final performance report no later than **90** calendar days after the end date of the period of performance.

G. 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.

H. 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/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

I. EQUIPMENT DISPOSITION (updated)

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer. Disposition instructions will be one of the following:

(1) Items of equipment with a current per unit fair market value of \$10,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.

(2) Except as provided in 2 CFR 200.312 Federally-owned and exempt property, paragraph (b), or if EPA fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$10,000 may be retained by the recipient or sold. EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by EPA's percentage of

participation in the cost of the original purchase. If the equipment is sold, EPA may permit the recipient to deduct and retain from the Federal share \$1000 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The recipient may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient fails to take appropriate disposition actions, EPA may direct the recipient to take disposition actions.

J. Revised Workplan and Budget (new)

Work shall be carried out in accordance with the recipient's approved revised workplan and budget dated February 2, 2026.

K. Davis-Bacon and Related Acts (DBRA) Term and Condition (new)

1. Program Applicability

a. PM2.5 Grant

b. Section 103 of the Clean Air Act

c. Construction activities conducted under this grant.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant..

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants.”

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients.”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

END OF DOCUMENT