

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
202306021

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources – PIC Program (950530)
Contract or Grant Administrator:	Ingrid Enschede
Contractor's / Agency Name:	Washington State Department of Health
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, grantor agency contract number(s): <u>GVL28189-0</u> CFDA#: <u>66.123</u>	
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____    Contract Cost Center: <u>813002</u>	
Is this agreement excluded from E-Verify?    No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>(1,478.994)</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: This interagency agreement provides funds to the Whatcom County Flood Control Zone District to adapt the Whatcom County Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots impacting areas with shellfish harvest closures or declining water quality. Activities include program management and coordination, community outreach and engagement, landowner engagement, and communicating project outcomes and lessons learned.	
Term of Contract:	July 1, 2023 – December 31, 2025    Expiration Date:    December 31, 2025

Contract Routing:	1. Prepared by: <u>Ingrid Enschede</u>	Date: <u>6/5/2023</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>6/20/2023</u>
	3. AS Finance reviewed: <u>A Martin</u>	Date: <u>6/20/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB2023-424</u>	Date: <u>7/11/2023</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**CONTRACT NUMBER:**  
GVL28189-0

**SUBRECIPIENT \***

YES  NO

**FFATA FORM REQUIRED**

YES  NO

## INTERAGENCY AGREEMENT

Between

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

And

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

**THIS AGREEMENT** is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and Whatcom County Flood Control Zone District, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE:** The purpose of this agreement is to provide funding for the subrecipient to adapt the successful Whatcom County Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots still impacting areas with tribal, commercial, or recreational shellfish harvest closures or declining water quality.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK AND BUDGET:** The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2023** and be completed on **December 31, 2025**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at [SAM.GOV](https://www.sam.gov).

Information about your organization and this Agreement will be made available on [www.USASpending.gov](https://www.USASpending.gov) by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

**PAYMENT:** Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$1,478,994.00** in accordance with Exhibit A, attached hereto and incorporated herein. Consideration includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this

amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

**Federal: \$1,478,994.00 State: \$-0- Other: \$-0- TOTAL: \$1,478,994.00**

Contractor agrees to comply with applicable rules and regulations associated with these funds.

**BILLING PROCEDURE:** Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted per the Statement of Work, Exhibit A (if applicable) or within 60 days after the contract expiration date, whichever is earlier.

**AGREEMENT ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**ALLOWABLE COST:** Shall mean an expenditure which meets the test of the Uniform Guidance (2CFR 200) (see "I. Federal Compliance"). The most significant factors affecting allowability of cost are; 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under State or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420).

**ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at [security@doh.wa.gov](mailto:security@doh.wa.gov). The notification must be made in the most expedient time possible (usually within one business day of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

**CONTRACT MANAGEMENT:** The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: Laura Heinse  
Office: EPH/NEP  
Agency: Department of Health  
Address: PO Box 4  
City, State, Zip: Olympia, WA 98504-  
Phone: 360-236-3301

The Contract Manager for the Contractor is:

Name: Ingrid Enschede  
Title: Grant Manager  
Company: WCFCZD  
Address: 322 N. Commercial St, 2<sup>nd</sup> Floor  
City, State, Zip: Bellingham, WA 98225  
Phone: 360-778-6229

**CONTRACT:** Shall mean the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the non-Federal entity receiving the Federal funds:

- A. Provides the goods and services within normal business operations;
- B. Provides similar goods or services to many different purchasers;
- C. Normally operates in a competitive environment;
- D. Provides goods or services that are ancillary to the operation of the Federal program; and
- E. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

**CONTRACTOR:** Shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this contract.

**DISPUTES:** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**GOVERNANCE:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
  - 1. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1)
  - 2. Primary document (document that includes the signature page)
  - 3. Statement of Work (Exhibit A)

**INDEPENDENT CAPACITY:** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**NONCOMPLIANCE:** Shall mean if a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the Federal award.
- D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- E. Withhold further Federal awards for the project or program.
- F. Take other remedies that may be legally available.

**PRIVACY:** Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

**RECORDS MAINTENANCE:** The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA:** Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**RISK ASSESSMENT:** Shall mean (2 CFR 200.331(b)) DOH is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- A. The subrecipient's prior experience with the same or similar subawards;

- B. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
- C. Whether the subrecipient has new personnel or new or substantially changed systems; and
- D. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

**SECURITY OF INFORMATION** – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
  - Documented access authorization and change control procedures;
  - Card key systems that restrict, monitor and log access;
  - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
  - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
  - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
  - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
  - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
  - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
  - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
  - Firewall rules and network address translation that isolate database servers from web servers and public networks;
  - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
  - Log management and intrusion detection/prevention systems;
  - A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

**SEVERABILITY:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**SPECIFIC CONDITIONS:**

- A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with (2 CFR 200.207) paragraphs (b) and (c) of this section, under the following circumstances:
  - 1. Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
  - 2. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
  - 3. When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
  - 4. When an applicant or recipient is not otherwise responsible.
  
- B. These additional Federal award conditions may include items such as the following:
  - 1. Requiring payments as reimbursements rather than advance payments;
  - 2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
  - 3. Requiring additional, more detailed financial reports;
  - 4. Requiring additional project monitoring;
  - 5. Requiring the non-Federal entity to obtain technical or management assistance; or
  - 6. Establishing additional prior approvals.
  
- C. The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:
  - 1. The nature of the additional requirements;
  - 2. The reason why the additional requirements are being imposed;
  - 3. The nature of the action needed to remove the additional requirement, if applicable;
  - 4. The time allowed for completing the actions if applicable, and
  - 5. The method for requesting reconsideration of the additional requirements imposed.
  
- D. Any specific conditions must be promptly removed once the conditions that prompted them have been corrected

**SUBCONTRACTING:** Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its

subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

**SUBRECIPIENT:** Shall mean a non-Federal entity that received a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- A. Determines who is eligible to receive what Federal assistance;
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- E. In accordance with its contract, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of a pass-through entity.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

**TERMINATION:** Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible



party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**ALL WRITINGS CONTAINED HEREIN:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:  
Recommended for Approval:

\_\_\_\_\_  
Elizabeth Kosa, Public Works Director                      Date

Approved as to form only:

\_\_\_\_\_  
Christopher Quinn,    Date  
Senior Deputy Prosecuting Attorney – Civil Division

Approved:  
Accepted for Whatcom County Flood Control Zone District

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive,    Date  
acting for the Whatcom County  
Flood Control Zone District Board of Supervisors

<b>DOH CONTRACTING OFFICER SIGNATURE</b>	<b>DATE</b>

This document has been approved as to form only by the Assistant Attorney General.

**NOTE:** The Contractor’s signature is also required on Attachment 1,  
Federal Certifications and Assurances (**pages 41,42 and 44**).

**EXHIBIT A  
STATEMENT OF WORK  
DOH Contract GVL28189-0**

**Whatcom County PIC Program**

Subrecipient Organization Name: Whatcom County Flood Control Zone District  
 Unique Entity Identifier (replaced DUNS#) NT6RMN8THTN7  
 Other Specific Organization Info (e.g., Statewide Vendor#, UBI, Federal Tax ID): SWV00024552; 600358208; 91-6001383

Subrecipient Contacts:

Grant Manager: *Ingrid Enschede, [iensched@co.whatcom.wa.us](mailto:iensched@co.whatcom.wa.us), (360) 778-6229, 322 N. Commercial St. 2<sup>nd</sup> Floor, Bellingham, WA 98225*

Grant Admin: *Ingrid Enschede, [iensched@co.whatcom.wa.us](mailto:iensched@co.whatcom.wa.us), (360) 778-6229, 322 N. Commercial St. 2<sup>nd</sup> Floor, Bellingham, WA 98225*

Fiscal Office: *Randy Rydel, [rrydel@co.whatcom.wa.us](mailto:rrydel@co.whatcom.wa.us), (360) 778-6217, 322 N. Commercial St. 4<sup>th</sup> Floor, Bellingham, WA 98225*

Authorized Contract Signatory: *Satpal Singh Sidhu, County Executive, [ssidhu@co.whatcom.wa.us](mailto:ssidhu@co.whatcom.wa.us), (360) 778-5200, 311 Grand Ave. Suite 108, Bellingham, WA 98225*

Shellfish Strategic Initiative Lead (SSIL) Contacts:

Contract Manager: *Laura Heinse, PhD, [Laura.Heinse@doh.wa.gov](mailto:Laura.Heinse@doh.wa.gov), (360) 236-3301*

Effective Date: 07/01/2023  
 Expiration Date: 12/31/2025  
 Not to Exceed: \$1,478,994

Contract Number	GVL28189
FFY Funding Year	2022
Strategic Initiative	Shellfish
Vital sign links	Shellfish
Implementation Strategy alignment	Shellfish
Amount of dollars leveraged	\$500,000 per year
Number of positions supported	4.75
Project Location: Latitude/Longitude	48.7548, -122.4777

**EXHIBIT A  
STATEMENT OF WORK  
DOH Contract GVL28189-0**

**OVERVIEW**

*Adapt the successful Whatcom County Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots still impacting areas with tribal, commercial, or recreational shellfish harvest closures or declining water quality.*

- *Participate in Whatcom Clean Water Program (WCWP) and coordinate field staff and seasonal plans.*
- *Coordinate, manage, and map data collected by WCWP partners and community groups.*
- *Engage community members in long-term water quality protection through social marketing campaigns and focused messaging based upon root cause analysis and community metrics.*
- *Provide community workshops and events with focused messages and tools for addressing bacteria sources.*
- *Provide technical assistance through farm planners to enhance management practices.*
- *Provide financial incentives to expand community knowledge, make behavior changes easier to implement, and engage residents in stewardship pledges and actions.*
- *Implement a regulatory backstop for violations and discharges that are not controlled through incentive-based programs.*
- *Share data and information with transboundary partners to help identify and address fecal bacteria sources.*

**GOALS & MEASURABLE OBJECTIVES**

Key metrics and measures of contract activities This table is a component of the FEATS report.

Description (e.g., “shellfish beds reopened”)	Units (e.g., “acres”)	Targets (e.g., “number”)
Upgrade number of acres from Conditional to Approved for shellfish harvest in Drayton Harbor (target is acres classified as Conditional as of March 2023)	Acres	743
Upgrade number of acres from Conditional to Approved for shellfish harvest in Portage Bay (target is acres classified as Conditional as of March 2023)	Acres	801
Maintain number of Approved acres for shellfish harvest in Drayton Harbor (target is acres classified as Approved as of March 2023)	Acres	834
Maintain number of Approved acres for shellfish harvest in Portage Bay (target is acres	Acres	518

**EXHIBIT A  
STATEMENT OF WORK  
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classified as Approved as of March 2023)		
Maintain approved shellfish growing areas in Lummi Bay (target is acres classified as Approved as of March 2023)	Acres	3,643
Maintain approved shellfish growing areas in Birch Bay (target is acres classified as Approved as of March 2023)	Acres	3,137
Increase number of months Portage Bay is approved for shellfish harvest	Months	12 (currently 8)
Increase number of months Drayton Harbor is approved for shellfish harvest	Months	12 (currently 9)
Increase percent of routine freshwater monitoring stations meeting annual water quality targets	Percent of stations meeting water quality targets	70% (currently 42% of 110 stations for 2022)
Distribute annual PIC newsletters to share progress and available assistance programs	Newsletters	6,000
Participate in community events (in person or virtual) to provide information about water quality patterns, PIC resources, and stewardship behaviors	Events	12
Contact landowners and residents in water quality focus areas with PIC messaging and resources to build	Mailers	2,000

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community awareness, knowledge, and stewardship actions		
Contact landowners with agricultural operations with seasonal messaging to provide connections to assistance programs	Letters/mailers/contacts	200
Complete or update farm plans to guide improved management practices	Plans	120
Provide incentives for septic maintenance and small farm improvements	Rebates	117
Presentations given or displayed to share PIC Program successes and challenges with broader audiences	Presentations or Posters	1

**TASKS & DELIVERABLES**

*Whatcom County Flood Control Zone District* (hereafter referred to as the subrecipient) will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission. The subrecipient will submit deliverables to the Shellfish SIL Administrative Assistant via email and copy the Contract Manager. Invoices will be sent to the NEP Invoices inbox at [NEPInvoices@doh.wa.gov](mailto:NEPInvoices@doh.wa.gov). The Contract Manager will provide access to the [Shellfish SIL’s Subrecipient Share Point site](#) where the subrecipient can access the Shellfish SIL Grant Guidance.

Tasks, deliverables, and target completion dates for this sub-award are:

- **TASK 1. Project Development**

**1.1 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT**

Per EPA sub-award terms and conditions, for projects that involve the collection, production, evaluation, or use of [environmental information](#), the sub-recipient must submit a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology’s NEP Quality Coordinator (NEP QC) using [EPA’s NEP guidance for QAPPs](#). Project work should not begin until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval. At contract start, the RECIPIENT must work with the NEP QC to ensure the project meets quality assurance requirements per the contract terms and conditions.

The RECIPIENT is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review the

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RECIPIENT must contact the NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis.

**1.2 PROJECT FACTSHEETS**

Using the templates provided, the subrecipient must complete an initial one-page Project Factsheet at the outset of the contract. A final one-page Project Factsheet is due at the end of the contract. The initial factsheet will provide an overview of the project and a brief description of the subrecipient’s organization. The subrecipient will submit the initial factsheet with the first quarterly progress report. The subrecipient will submit the final factsheet at the end of the contract to summarize project outcomes, lessons learned, and next steps. The Shellfish SIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>.

Subtask Number	Deliverable	Task Budget	Target Completion Date
1.1	Copy of signed QAPP or QAPP waiver documentation.	Reimbursement up to \$0 based on actual costs	Draft due within 30 days of agreement start date Due annually on QAPP signature date
	QAPP Annual Review		
1.2	a. Initial Project Factsheet		a. Due with first quarterly report
	b. Final Project Factsheet		b. 2 weeks prior to contract end date

**TASK 2. Project Administration and Reporting**

Task 2 describes the project administrative and reporting requirements. The subrecipient will refer to and comply with all underlying state and federal terms and conditions.

**2.1 PROGRESS REPORTING AND INVOICING**

The subrecipient will submit quarterly progress reports by the specified target completion dates. Quarterly reporting periods are:

Quarter 1 reporting period: quarter report)	January 1 – March 31 (FEATS will serve as 1 <sup>st</sup>
Quarter 2 reporting period:	April 1 – June 30
Quarter 3 reporting period: quarter report)	July 1 – September 30 (FEATS will serve as 3 <sup>rd</sup>
Quarter 4 reporting period:	October 1 – December 31

Progress reports shall include:

- A description of:
  - Work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period.
  - Total allowable spending by task.
  - Status for ongoing project tasks.
  - Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.
- Evidence of satisfactory completion of all reporting requirements.

The subrecipient will email quarterly progress reports and deliverables to the NEP Administrative Assistant and copy their Contract Manager.

Invoices and supporting documentation will be emailed to [NEPInvoices@doh.wa.gov](mailto:NEPInvoices@doh.wa.gov). The subrecipient will submit invoices at least quarterly, but no more frequently than monthly. At the end of the contract period, the subrecipient

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will submit their final invoice within 60 days of contract expiration. The final invoice will be marked “Final”. Invoices received more than 60 days after contract expiration may not be eligible for reimbursement.

**2.2 EPA FEATS REPORTING**

The subrecipient will complete semi-annual FEATS (*Financial and Ecosystem Accounting Tracking System*) progress reports and a closeout FEATS report. The closeout FEATS report will be submitted within 60 days of the contract expiration date and will reflect the final project billing. The closeout FEATS report will describe task work completed throughout the project, highlight project outcomes, and summarize lessons learned.

FEATS Reporting Periods:

April 1 – September 30

Serves as 3<sup>rd</sup> quarter progress reporting

October 1 – March 31

Serves as 1st quarter progress reporting

**2.3 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REPORTING**

The subrecipients will submit MBE/WBE utilization reports each year as required by the [federal terms and conditions included in this contract](#). Reports will be in the format located on the EPA webpage [https://www.epa.gov/system/files/documents/2021-08/epa\\_form\\_5700\\_52a.pdf](https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf) and will include all qualifying purchases **OR** will clarify that no qualifying purchases were made. MBE/WBE reporting periods are from October 1 to September 30 annually. Reports are due to Taylor Warren at [Taylor.warren@doh.wa.gov](mailto:Taylor.warren@doh.wa.gov) 15 calendar days after the end of each reporting period with the DOH Contract Manager carbon copied.

**2.4 WATER QUALITY EXCHANGE (WQX) DATA REPORTING (IF APPLICABLE)**

The Water Quality Exchange (WQX) is the tool for data partners to submit monitoring data to EPA. If the subrecipient collects any physical, chemical, or environmental data (e.g., dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, *E. coli* or enterococci, and other biological and habitat data), then the subrecipient’s QAPP will specify data to be reported through WQX.

Data for a calendar year (Jan. 1 – Dec. 31) must be submitted at least annually.

See WQX information, including tutorials, at <https://www.epa.gov/waterdata/water-quality-data-wqx>.

WQX reporting completed by:

Annually by December 31

**2.5 SUBCONTRACTS AND SUBAWARDS**

The subrecipient will execute one or more subawards and subcontracts (professional services agreements) to support this agreement. The subrecipient will execute a subaward interlocal agreement with the Whatcom Conservation District for components of tasks 3, 4, and 5. Work completed through this subaward will include: data management, coordination, analysis, and sharing; database upgrades; community outreach and engagement through workshops and events; and providing farm assessments and technical assistance. The subrecipient will also execute two subcontracts for components of tasks 3 and 4. Work completed through these subcontracts will include: enhanced data visualization and a community outreach campaign to expand cultural inclusivity in PIC stewardship messaging. Selection of subcontractor must comply with applicable provisions of 2 CFR part 200 and the EPA subaward policy, which may be found at <http://wcms.Epa.Gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>. A meeting(s) may be held to clarify the scope, schedule, and deliverables for the subcontract. The subrecipient and subcontractor will execute the contract and hold a kick-off meeting.

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Subtask Number	Deliverable	Task Budget	Target Completion Date
2.1	Quarterly progress reporting  (FEATS reporting, Task 2.2 serves as 2 <sup>nd</sup> and 4 <sup>th</sup> quarter reporting, annually)	Reimbursement up to \$0 based on actual costs	Annually on January 15 Annually on July 15
2.2	FEATS reporting		Annually April 1 Annually October 1
2.3	MBE/WBE Reporting		Annually on October 15
2.4	WQX Data Reporting		At least annually by December 31
2.5	Subawards [SIL specific requirements]:  Executed subcontract(s)  Kick-off meeting summary  Updates on subcontractor progress as delivered by subcontractor		TBD  Prior to beginning subcontracted work  TBD  As applicable

TASKS 1, 2, AND 5 (FINAL TASK) ARE STANDARD SSIL REQUIREMENTS. USE TASK 3 AND ANY ADDITIONAL TASKS NEEDED FOR PROPOSAL SPECIFIC DELIVERABLES.

**TASK 3. Program Management and Coordination**

Manage and adapt the successful Whatcom County Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots still impacting areas with tribal, commercial, or recreational shellfish harvest closures or declining water quality. Program management will be done in coordination with the Whatcom Clean Water Program (WCWP). The WCWP is a partnership of local, state, and federal agencies and tribes working together to reduce bacteria pollution affecting shellfish growing areas in Whatcom County. WCWP goals are to increase the number of months and acreage approved for shellfish harvest in Whatcom County. Work performed for this agreement will focus on addressing bacteria sources in the Drayton Harbor and Portage Bay watersheds, but also include other coastal drainages as feasible.

**3.1 PIC PROGRAM MANAGEMENT AND COORDINATION**

Coordinate program activities through PIC field staff meetings with WCWP partners (bi-weekly), PIC managers meetings (as needed), and WCWP Core Team meetings (quarterly or as needed). Partners will report on their work, identify priorities, and coordinate water quality monitoring, landowner contacts, and community outreach messaging. Whatcom County and Whatcom Conservation District (WCD) staff will coordinate with community groups within the project area and with Canadian partners in transboundary watersheds to address fecal bacteria sources.

Fund a Data Coordinator position (0.75 FTE), housed at the WCD, to manage the WCWP water quality database and online map of preliminary water quality data and provide other data support to WCWP



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partners, transboundary efforts, and community groups in the PIC areas. Compile, manage, share, and analyze WCWP data to guide water quality improvement. WCD staff will upgrade the water quality database and a contractor will be hired to improve online data visualization.

**3.2 SEASONAL STRATEGIES**

Develop fall and winter seasonal strategies with adaptations to address critical environmental conditions including new approaches to address extreme weather patterns. Adaptations will consider impacts of extreme weather events in the dry and wet seasons, barriers to reaching under-served populations, and other emerging issues. Implement seasonal strategies.

Subtask Number	Deliverable	Task Budget	Target Completion Date
3.1	<p>Quarterly reports will provide a summary of program management and coordination activities and progress including:</p> <ul style="list-style-type: none"> <li>• Meetings and coordination activities</li> <li>• Manage data: WCWP water quality database, online map of preliminary water quality results, and provide data support for WCWP partners, transboundary efforts, and community groups</li> <li>• Database and data visualization improvements</li> </ul>	Reimbursement up to \$269,266 based on actual costs	Per task 2 progress reporting scheduling
3.1	Improved water quality results database and Whatcom Clean Water Program water quality dashboard with visualization tool development		December 2025
3.2	Fall/winter 2023 and 2024 seasonal strategy summaries		With January 2024 and 2025 quarterly reports

**TASK 4. Community Outreach and Engagement**

Continue to engage community members in long-term stewardship behaviors addressing diverse and dispersed non-point bacteria pollution sources. Use social marketing techniques, root cause analysis, and focused messaging based on identified audiences, values, and targeted bacteria sources. Fund a PIC Outreach Program Specialist position (1.0 FTE) at Whatcom County Public Works to support PIC community outreach and engagement activities.

**4.1 SOCIAL MARKETING AND COMMUNITY ENGAGEMENT**

Continue and expand social marketing campaigns designed to increase adoption of behaviors that prevent bacteria pollution from septic systems, dog waste, and farm operations with a continued emphasis on

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actions needed in the fall to reduce bacteria spikes in first flush events. Continue broad community engagement with workshops, events, newsletters, advertising, and social media posts. Provide community workshops and events with focused messages and tools for addressing bacteria sources. Evaluate effectiveness of social marketing and community engagement activities by tracking responses to social media posts, website hits, and program participation. Adapt outreach strategies annually based on feedback received and responses identified through evaluation tools. Draft outreach materials will be provided to DOH for a minimum two-week review. Materials will be batched when possible and sent to DOH for review as early as possible.

Please include the following, as applicable:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

**4.2 CULTURAL INCLUSIVITY**

Develop and implement a cultural inclusivity outreach and engagement campaign that identifies key communities to reach, leaders in those communities, communication opportunities, and stewardship messages that will resonate with the community members. The campaign will include development of messages that resonate with focus audiences and outreach materials/graphics/advertisements that engage community members in behaviors that reduce bacteria pollution from a specific source or activities. Evaluation metrics will be developed as a component of the campaign plan and could include measuring use of translated materials or hits to website pages in other languages. Draft outreach materials will be provided to DOH for a minimum two-week review. Materials will be batched when possible and sent to DOH for review as early as possible.

Subtask Number	Deliverable	Task Budget	Target Completion Date
<b>4.1</b>	<p>Develop two-year outreach plan including ongoing outreach activities, focused outreach campaigns, events, and timelines.</p> <p>Develop and implement educational and marketing tools including: newsletters, direct mailings, social media posts, and ads (newspaper, radio, bus, etc.).</p>	<p>Reimbursement up to \$369,831 based on actual costs</p>	<p style="text-align: center;">Draft outreach plan September 2023</p> <p>*Outreach deliverables such as fliers are due to DOH for review and approval a minimum of 2 weeks prior to sharing and must include EPA Recognition statement</p> <p style="text-align: center;">Final materials due as completed and at least quarterly</p>

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<b>4.1</b>	<p>Progress reports will include a summary of outreach tasks and activities completed including:</p> <ul style="list-style-type: none"> <li>• Farm workshops (target 10)</li> <li>• Farm Expo event (target 2)</li> <li>• Participate in community events (target 10)</li> <li>• Send newsletters (target 6,000)</li> <li>• Advertisements</li> <li>• Social media posts (target 10/month)</li> <li>• Community outreach contacts (mailings or similar) (target 2,000)</li> </ul>		Per task 2 progress reporting scheduling
<b>4.2</b>	Cultural inclusivity outreach campaign plan		January 2024
<b>4.2</b>	Cultural inclusivity outreach campaign materials		June 2025
<b>4.2</b>	Cultural inclusivity outreach campaign summary report		December 2025

**TASK 5. Landowner Engagement**

Continue to provide technical and financial assistance programs that lead to behavior changes to reduce fecal bacteria pollution. Provide financial incentives that encourage participation in community workshops and online training, site visits, expand community knowledge, and make behavior changes easier to implement. Implement a regulatory backstop for violations and discharges that are not controlled through incentive-based programs. Fund Farm Planner assistance (2.0 FTE) at the Whatcom Conservation District (WCD) to provide technical assistance to non-dairy landowners and operators with agricultural operations. Technical assistance will include assessments and farm plan development for new clients as well as ongoing support for established clients. Fund a Critical Areas Ordinance Compliance position at Whatcom County Planning and Development Services (PDS) (1.0 FTE) to support landowner engagement activities, gain compliance with Critical Areas Ordinance regulations, and provide long-term monitoring of farm plans.

**5.1 LANDOWNER COMMUNICATION**

Public Works will work with WCWP partners to contact landowners in PIC areas with non-dairy agricultural operations using a tiered approach to landowner engagement. Contacts will have an emphasis on sites with recurring concerns and areas with fecal bacteria hot spots to provide water quality information and offer technical and financial assistance programs to reduce preventable fecal bacteria sources. Staff will prioritize areas for landowner contacts based on watershed boundaries, drainage

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patterns, land uses, bacteria levels, seasonal patterns, and potential sources. Landowners with noted violations or discharges that do not respond to PIC outreach efforts will be referred to regulatory agencies to pursue compliance. All pollution identification data will be shared with state or federal agencies upon request.

**5.2 FARM ASSESSMENTS**

The WCD will provide technical assistance for non-dairy agricultural operations through site assessments, development of farm plans, and on-going support to landowners implementing Best Management Practices (BMPS). The WCD receives referrals from all WCWP partners and offers services in Spanish.

**5.3 REGULATORY BACKSTOP**

Whatcom County PDS staff will implement a tiered compliance strategy that includes education, permitting if required, farm plan monitoring, response to complaints or agency referrals, technical assistance referrals for landowners, outreach through community events and newsletters, and enforcement. Short term compliance activities will include technical assistance letters and Notice of Violations in response to PIC referrals to PDS, referrals for technical assistance from WCD for permits, and follow up on complaints and ERTS. Long-term compliance will be addressed through farm plan monitoring and farm plan updates.

**5.4 FINANCIAL ASSISTANCE**

Provide septic maintenance rebates and small farm rebates to eligible landowners/operators with septic systems or agricultural operations in Whatcom County watersheds that discharge to marine waters. To be eligible for a septic rebate, a landowner/operator must attend a County Health septic workshop or complete the online training and associated quiz. Standard septic rebates are: (1) up to \$150 for evaluations, risers and lids, or baffles; or (2) \$250 for pumping. Low/Fixed income septic rebates are up to \$500 for evaluation and pumping. To be eligible for a small farm rebate, a landowner/operator must attend a WCD farm workshop, complete a WCD online training, or have WCD staff visit the farm site. Small farm rebates are: up to \$300 for heavy use area materials, barn gutters and downspouts, fencing, or cover crop seed.

Subtask Number	Deliverable	Task Budget	Target Completion Date
5.1	Progress reports will include a summary of: <ul style="list-style-type: none"> <li>Type and number of letters sent (target 200 contacts in fall/winter seasons)</li> </ul>	Reimbursement up to \$839,897 based on actual costs	Per task 2 progress reporting scheduling
5.2	Progress reports will include a summary of: <ul style="list-style-type: none"> <li>Number of operators receiving technical assistance (target 160)</li> <li>Number of new or updated farm plans completed by watershed (target 120)</li> </ul>		Per task 2 progress reporting scheduling
5.3	Progress reports will include a summary of:		Per task 2 progress reporting scheduling

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	<ul style="list-style-type: none"> <li>• Compliance actions (NOVs, penalties)</li> <li>• Status of referrals</li> <li>• Status of compliance outreach</li> <li>• Farm plan monitoring activities</li> </ul>		
<b>5.4</b>	<p>Progress reports will include a summary of type and number of rebates given:</p> <ul style="list-style-type: none"> <li>• Standard septic rebate (target 160)</li> <li>• Small farm rebate (target 34)</li> <li>• Low/Fixed income septic rebate (target 40)</li> </ul>		Per task 2 progress reporting scheduling

**TASK 6. Broader Impacts and Communication**

The recipient will communicate project outcomes, lessons learned, and recommendations.

**6.1 BROADER IMPACT OPTIONS**

DOH will negotiate with subrecipient; this subtask should note work product, focus audience, method, purpose of communication]

Example options:

- Offer a webinar on project outcomes, recommendations, and lessons learned for a relevant Puget Sound recovery community audience.
- Participate in and present project outcomes at a knowledge exchange event relevant to the project topic (conference, forum, stakeholder workshop).
  - Example: Present at the Salish Sea Ecosystem Conference
- Develop a memo or other communication tool (webpage, storymap, etc.) that gives context for how the project fits into the long-term system-scale recovery planning efforts.
- Submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications.
- Climate change adaptation: Develop deliverables to prepare for and adjust to current and projected impacts of climate change.
- Tribal Treaty Rights: Develop deliverables to incorporate traditional ecological knowledge and enhances shellfish, salmon, and other harvest opportunities through habitat recovery. For more information, refer to the Northwest Indian Fisheries Commission’s Tribal Habitat Strategy. If you are not a tribal nation, consider contacting your local Tribe(s) for additional information.
- Environmental justice: Develop deliverables to address environmental justice, environmental health, and disproportional impacts and opportunities for influence and participation. Refer to the Washington Environmental Health Disparities Map, EPA’s EJ Screen tool for geographically specific information, or other tools and research that may emerge.

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- **Diversity, Equity, and Inclusion:** Develop deliverables to integrate principles and best practices into both the recovery work and the processes involved throughout the proposed workplan.

**6.2 FINAL REPORT AND A PROJECT SUMMARY STORYMAP (OPTIONAL)**

The subrecipient will complete a 1-2 page final report and may also complete a storymap if they choose. The final report will summarize methods, results, lessons learned, and recommendations for future work. DOH will provide a template for the final report.

*Other contract closeout requirements are described above. Please refer to sections 1.2, 2.1 and 2.2 for more information.*

Task Number	Deliverable	Task Budget	Target Completion Date
<b>6.1</b>	Present at a regional conference	Reimbursement up to \$0 based on actual costs	By contract completion
<b>6.2</b>	a. Draft Final Report		a. 30 days prior to contract end

**BUDGET**

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<b>Category</b>	<b>Amount</b>
Personnel/Salaries and Fringe Benefits	\$540,162.00
Benefits (See above)	\$X
Travel	<u>\$0</u>
<i>Equipment may be allowable with approval</i>	\$0
Supplies	\$6,000.00
<u>Contracts</u> Contract for professional services to improve water quality data visualization (e.g., data dashboard) (\$15,000) Contract for professional services to develop a cultural inclusivity campaign (\$30,000) <b>NOTE: In this document “contractor” refers to the federal definition of a vendor/contractor</b>	\$45,000.00
Other <ul style="list-style-type: none"> <li>• Subaward with the Whatcom Conservation District (\$773,332):               <ul style="list-style-type: none"> <li>○ Data Coordinator (0.75 FTE)</li> <li>○ Farm Planners (2.0 FTE)</li> <li>○ database upgrades</li> <li>○ staffing workshop and events</li> <li>○ outreach supplies</li> <li>○ farm incentives (tarps, soil tests, or similar)</li> </ul> </li> <li>• Printing/mailing (\$20,000): print/mail newsletters, postcards, letters</li> <li>• Advertising (\$20,000): digital and print ads, social media</li> <li>• Standard rebates (\$50,000): \$150 each septic evaluation, equipment; \$250 each septic pumping; \$300 each small farm</li> <li>• Low/Fixed income rebates (\$20,000): \$500 each septic evaluation and pumping</li> <li>• Subscriptions (\$3,000): Survey Monkey and Adobe Studio for in-house design and pet waste pledge)</li> <li>• Training (\$1,500): training for outreach/engagement, landowner technical assistance</li> </ul> (subawards include sub-recipient name, amount, and brief description for each)	\$887,832.00
<b>Total Direct Charges</b>	<b>\$1,478,994</b>
Indirect Charges (federally approved rate) X% - NA	\$0

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*DOH Contract Manager will verify approved rate*	
<b>TOTAL – Not to Exceed</b>	<b>\$1,478,994</b>

**EPA TERMS AND CONDITIONS**

*Administrative Conditions*

**1. National Administrative Terms and 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 subrecipient agrees to comply with the current EPA general terms and conditions available at: [https://www.epa.gov/system/files/documents/2022-09/fy\\_2022\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2022\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf)

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#general>.

*Programmatic Conditions*

HABITAT, SHELLFISH, and STORMWATER Strategic Initiative Leads - (PC) Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program Programmatic Terms and Conditions: 6/2021

**A. Semi-Annual Performance Reports**

The subrecipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the NEP Contract Manager and will be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient 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;



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2. The reasons why established goals were not met, if appropriate;
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the NEP contract manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the NEP contract manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the NEP contract manager on the FEATS form provided by the NEP administrative assistant and shall be uploaded to the NEP subrecipients Sharepoint page. The subrecipient 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 for slippages if established outputs/outcomes were not met;
3. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

#### **B. Final Performance Report**

The subrecipient shall submit a final performance report through FEATS, which is due 60 calendar days after the expiration or termination of the award. The report shall be submitted to the NEP contract manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the NEP contract manager may waive the requirement for a final performance report if the NEP contract manager deems such a report is inappropriate or unnecessary.

#### **C. Program Income – Addition**

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by EPA and the subrecipient, and shall be used to further eligible project objectives.

#### **D. Information Collection Requirements**

NEP and the subrecipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. Because the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*), requires NEP to obtain Office of Management and Budget (OMB) clearance prior to the subrecipient's collection of information by means of identical questions posed to 10 or more persons.

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The subrecipient will provide to the NEP contract manager the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

**E. Recognition of EPA Funding**

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

**F. Annual Conferences**

The subrecipient may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the NEP contract manager. The purpose of this requirement is to provide subrecipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference; local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Subrecipient will be allowed to use award funds to pay for travel and lodging. Subrecipient should include anticipated costs for attending conferences in their proposed budget.

**G. Peer Review**

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

**H. Competency of Organizations Generating and/or Using 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, subrecipient 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 <http://www.epa.gov/fem/lab> or a copy may also be requested by contacting the NEP contract manager for this award.

**Federal Assistance Agreement Funds Up To \$200,000**

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Subrecipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement. Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000

Subrecipient 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. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

### I. WQX Requirement

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Subrecipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

### J. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance.

Grantees shall confirm in writing projects' consistency with the recommendations referenced above.

When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery.

Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration

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(NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

NEP contact for riparian buffers: Lea Shields, [lea.shields@doh.wa.gov](mailto:lea.shields@doh.wa.gov).

**K. International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your NEP contract manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your NEP contract manager listed on the front page of the Award Document.

**L. 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 [www.fgdc.gov](http://www.fgdc.gov)

**M. Model Programmatic Subaward Reporting Requirement (GPI-16-01)**

The subrecipient must report on its subaward monitoring activities under 2 CFR 200.331(d).

Examples of items that must be reported if the pass-through entity has the information available are: Summaries of results of reviews of financial and programmatic reports. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance. Environmental results the subrecipient achieved. Summaries of audit findings and related pass-through entity management decisions.

Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

**N. Lobbying and Litigation -- PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

**All Subrecipients.**

- a. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- b. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

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- c. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- d. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- e. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

**O. EPA's Substantial Involvement**

EPA will be substantially involved in this project by participating in the following activities: (1) Within the first nine months of the project, EPA reserves the right to negotiate work plan and budget; (2) monitor the project management and execution throughout the assistance agreement's project and budget period; (3) provide technical assistance and coordination as requested or needed by the subrecipient; and (4) review and approve technical deliverables, including 30-day preaward review of subaward agreements to ensure consistency with the collaborative intent of the National Estuary Program.

**P. Quality Assurance Requirements (2 CFR 1500.11)**

As of February 17, 2023 any project, including work performed by Grantees, that involves the collection, production, evaluation, or use of environmental information requires an approved QAPP prior to the start of work.

Acceptable Quality Assurance documentation (QAPP) must be submitted to the DOH Contract Manager and NEP Quality Coordinator (NEP QC) within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the NEP Quality Coordinator, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

Instructions to Submit Quality Assurance Documents for Review

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DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. More information about QAPPs can be found at <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees>.

**Q. ULO Stretch Goal:**

Subrecipients of EPA assistance agreements that include subawards in the approved workplan should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients. EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to the FY2021 Strategic Initiative Lead cooperative agreements with subaward projects. Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your NEP Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: A stretch goal for utilization of funds for each new strategic initiative lead grant with subawards is established. All funds should be spent by 2 1/2 years in order for incremental funding to be considered at levels otherwise available for the fourth year of the grant.

Funds Awarded July 2021 Should all Be Drawn Down by March 2024.

Funds Awarded in FY2022 (October 1, 2021-September 30, 2022) Should all Be Drawn Down by March 2025

Funds Awarded in FY2023 (October 1, 2022-September 30, 2023) Should all Be Drawn Down by March 2026

Funds Awarded in FY2024 (October 1, 2023-September 30, 2024) Should all Be Drawn Down by March 2027

Funds Awarded in FY2025 All Should Be Drawn down by award end date + 90 days.

**R. Animal Subjects -- PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>.

**S. Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.



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Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

1. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
2. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

**T. Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

**APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):**

Unless the event(s) and all of its components are described in the approved workplan, the subrecipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the NEP Contract Manager and include:

1. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
2. A description of the purpose, agenda, location, length and timing for the event; and,
3. An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient’s NEP Contract Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

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Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

**FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS  
EXCLUDING STATE UNIVERSITIES:**

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

**U. State Grant Cybersecurity - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS  
DUPLICATE GENERAL TERM AND CONDITION.**

1. The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
  2. (1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient 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 subrecipient'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 NEP Contract Manager 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 subrecipient 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 subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient



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monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the NEP Contract Manager. Nothing in this condition requires the subrecipient to contact the NEP Contract Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

V. Pre-award Costs - (2 CFR 200.209 and 200.458; 2 CFR 1500.8)

Pre-award costs have been approved in accordance with the subrecipient's application.

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**This table includes only active funding sources.**

Federal Grant Information Sheet								
<b>Subrecipient/Contractor:</b> Whatcom County Flood Control Zone District			<b>DOH Contract Manager:</b> Laura Heinse			<b>Contact Information:</b> <a href="mailto:dohcon.mgmt@doh.wa.gov">dohcon.mgmt@doh.wa.gov</a>		
<b>Contract Number:</b> GVL28189			<b>Approved Indirect Rate:</b> NA					
<b>UEI Number:</b> NT6RMN8THTN7			<b>Limiting Indirect Cost Rate:</b> N/A			<b>Research and Development? (If YES, check box)</b> <input checked="" type="checkbox"/>		
<b>Period of Performance:</b> <b>Start Date:</b> 07/01/2023 <b>End Date:</b> 12/31/2025								
<b>Project Description:</b> This project will adapt the successful Whatcom County Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots still impacting areas with tribal, commercial, or recreational shellfish harvest closures or declining water quality.								
Federal Award Identification Number	Federal Award Date	Federal Agency Name	Total Amount of the Federal Award to DOH	CFDA #	CFDA Program Title	Name of Pass-Through Agency	Amount of Federal Funds Obligated by This Action	Total Amount of Federal Funds Obligated for This Funding Source
PC-01J89801-1	5/31/2022	U.S Environmental Protection Agency	\$8,550,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Washington State Department of Health	\$1,478,994	\$3,106,726
<p><b>The information below is included for program awareness and possible inclusion of additional language in the SOW. Remove the language below as necessary and if addressed in the SOW.</b></p> <p>Certifications and Assurances – all requirements imposed on the subrecipient by the federal awarding agency: <b>The contract boilerplate covers all standard certifications and assurances.</b></p> <p>Are there any additional requirements imposed by the pass-through entity (DOH) to meet its own responsibilities to the awarding agency? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <b>If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the “Statement of Work” section of the contract.</b></p> <p>All subrecipients are required to make their accounting records available and accessible to the awarding agency: <b>This requirement can be found in the “Records Maintenance” section of the contract.</b></p> <p>Closeout Requirements:</p> <p>(1) Submit all final billings within 60 days of the end of the contract (This is required per standard contract language.)</p> <p>(2) Submit all required program reports and deliverables within 60 days (This is required per standard contract language.)</p> <p>(3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements.)</p> <p>(4) Additional DOH program specific contract closeout requirements (If applicable, see statement of work for additional closeout requirements.)</p>								

**FEDERAL COMPLIANCE  
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendments(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: “I. Federal Compliance” and “II. Standard Federal Assurances and Certifications”. In the instance of inclusion of federal funds as a result of an amendment, the contractor may be designated as a “Subrecipient” and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the “Payment” section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer  
Office of Financial Services  
Department of Health  
Post Office Box 47901  
Olympia, Washington 98504-7901

1. **UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document established requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles, and audit requirements are identified by subrecipient organization type.

**Compliance Matrix**

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also

includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast, Cervical and Colon Health Program (BCCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable Federal and State statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F.

II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

### **CERTIFICATIONS**

#### **1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-- Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

## 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The Dangers of drug abuse in the workplace;
  - 2) The contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer  
Office of Grants Management  
WA State Department of Health  
PO Box 47905  
Olympia, WA 98504-7905

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying

Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).



- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. B. of this certification; and
  - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

**CONTRACTOR’S SIGNATURE IS REQUIRED**

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:  
Recommended for Approval:

\_\_\_\_\_  
Elizabeth Kosa, Public Works Director Date

Approved as to form only:

\_\_\_\_\_  
Christopher Quinn, Date  
Senior Deputy Prosecuting Attorney – Civil Division

Approved:

Accepted for Whatcom County Flood Control Zone District

By: \_\_\_\_\_ Date  
Satpal Singh Sidhu, Whatcom County Executive,  
acting for the Whatcom County  
Flood Control Zone District Board of Supervisors

**FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF  
MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE  
SPONSORING AGENCY.**

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient

records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Super circular 2CFR200, Subpart F.
- 18. Will comply with 2CFR200.216 - Prohibition on certain telecommunications and video surveillance services or equipment - as amended effective August 13, 2020, and any amendments to this section thereafter
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**CONTRACTOR’S SIGNATURE IS REQUIRED**

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:  
Recommended for Approval:

\_\_\_\_\_  
Elizabeth Kosa, Public Works Director Date

Approved as to form only:

\_\_\_\_\_  
Christopher Quinn, Date  
Senior Deputy Prosecuting Attorney – Civil Division

Approved:  
Accepted for Whatcom County Flood Control Zone District

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive, Date  
acting for the Whatcom County  
Flood Control Zone District Board of Supervisors