

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
201909006-2

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources- PIC Program (950530)
Contract or Grant Administrator:	Erika Douglas
Contractor's / Agency Name:	Whatcom Conservation District

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201909006

Does contract require Council Approval? Yes  No  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  No  If yes, grantor agency contract number(s): GVL24435 CFDA#: 66.123

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): 201909008

Is this contract the result of a RFP or Bid process? Contract \_\_\_\_\_  
 Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: 813002

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.  Goods and services provided due to an emergency
- Contract work is for less than \$100,000.  Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days.  Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments).  Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 530,182  
 This Amendment Amount:  
 \$ 296,000  
 Total Amended Amount:  
 \$ 826,182

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

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:

The purpose of this amendment is to increase the project budget, expand the scope of work, and extend the timeline of the agreement for the activities that will be conducted by the WCD to provide data coordination, storm time-series monitoring, technical assistance to landowners/operators with non-dairy agriculture, and farm series workshops in support of and in coordination with the Whatcom County PIC Program.

Term of Contract: 7/1/2019-3/1/2023

Expiration Date: 3/1/2023

- Contract Routing:
- |   |                         |
|---|-------------------------|
| 1. Prepared by: <u>E.Douglas</u>                        | Date: <u>11/19/21</u>   |
| 2. Attorney signoff: <u>Christopher Quinn</u>           | Date: <u>11/19/21</u>   |
| 3. AS Finance reviewed: <u>M Caldwell</u>               | Date: <u>11/19/21</u>   |
| 4. IT reviewed (if IT related): _____                   | Date: _____             |
| 5. Contractor signed: _____                             | Date: _____             |
| 6. Submitted to Exec.: _____                            | Date: _____             |
| 7. Council approved (if necessary): <u>Satpal Sidhu</u> | Date: <u>12/15/2021</u> |
| 8. Executive signed: _____                              | Date: _____             |
| 9. Original to Council: _____                           | Date: _____             |

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
Director**





**NATURAL RESOURCES**

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**MEMORANDUM**

**TO:** The Honorable Satpal Singh Sidhu, County Executive  
Honorable Members of the Whatcom County Council

**THROUGH:** Jon Hutchings, Public Works Director

**FROM:** Gary Stoyka, Natural Resources Manager   
Erika Douglas, Senior Planner 

**DATE:** November 19, 2021

**RE:** Amendment to Interlocal Agreement with the Whatcom Conservation District for Pollution Identification and Correction (PIC) Program Non-Dairy Agriculture Technical Assistance

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Please find enclosed for your review a copy of the amendment to the interlocal agreement between the Whatcom County Flood Control Zone District and Whatcom Conservation District (WCD) to provide support for the Whatcom PIC Program. The authorized interlocal agreement amendment will be signed electronically through DocuSign.

**Requested Action**

Public Works respectfully requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to sign the amendment to the interlocal agreement.

**Background and Purpose**

The purpose of this amendment is to increase the project budget, expand the scope of work, and extend the timeline of the agreement for the activities that will be conducted by the WCD to provide data coordination, storm time-series monitoring, technical assistance to landowners/operators with non-dairy agriculture, and farm series workshops in support of and in coordination with the Whatcom County PIC Program.

**Funding Amount and Source**

This amendment to the subrecipient agreement with the WCD will provide an additional \$296,000 for a total budget of \$826,182 to support the non-dairy agriculture component of the PIC program. This amendment is fully funded through the interagency agreement with the Washington State Department of Health and Whatcom County (GVL24435-2, WCC 201909008-2, Environmental Protection Agency National Estuary Program funding).

**Differences from Previous Contract**

The scope of work is expanded to include a storm time-series monitoring project and an increased number of landowners receiving technical assistance. The timeline of the agreement is extended to March 1, 2023.

Please contact Erika Douglas at extension 6294 or Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Whatcom County Contract No.  
201909006-2

**AMENDMENT No.2 to 2019 INTERLOCAL AND SUBRECIPIENT AGREEMENT  
WHATCOM COUNTY- WHATCOM CONSERVATION DISTRICT  
Pollution Identification and Correction (PIC) Program  
Non-Dairy Agriculture Technical Assistance**

WHEREAS, Whatcom County Flood Control Zone District (County) and the Whatcom Conservation District (WCD or Subrecipient), entered a subrecipient agreement in September 2019 (WCC 201909006) wherein Whatcom County provided funding to the WCD to provide technical assistance for the non-dairy agriculture best management practices component of the Whatcom County Pollution Identification and Correction (PIC) program to the mutual advantage of each jurisdiction; and,

WHEREAS, the County received grant funding from the Washington State Department of Health (DOH Interagency Agreement GVL 24435) to enhance the Whatcom County PIC program which includes funding for WCD staff for non-dairy agriculture technical assistance and data coordination; and

WHEREAS, the County received a grant amendment from the Washington State Department of Health (DOH Interagency Agreement GVL24435-1, WCC 201909008-1) in July 2020 to provide additional funding and to extend the period of performance for the Whatcom County PIC Program. This includes funding for WCD staff for non-dairy agriculture technical assistance, data coordination, and small farm workshops; and

WHEREAS, the County received a grant amendment from the Washington State Department of Health (DOH Interagency Agreement GVL24435-2, WCC 201909008-2) in November 2021 to provide additional funding, expand the scope of work, and extend the period of performance for the Whatcom County PIC Program. This includes funding for WCD staff, travel, and supplies for non-dairy agriculture technical assistance, data coordination, small farm workshops, and time-series storm monitoring; and

WHEREAS, it is in the best interest of each party to enter into this Interlocal and Subrecipient Agreement.

NOW THEREFORE, the WCD and County agree as follows:

1. Extend the term of this contract until March 1, 2023. This contract will be effective for services performed from July 1, 2019 through March 1, 2023.
2. Provide additional funding of \$296,000 to provide total funding of \$826,182.
3. Replace Exhibits A-1, B-1, C-1, and D-1 with revised Exhibits A-2, B-2, C-2, D-2, E-2, and F-2.
4. All other terms and conditions remain unchanged.
5. The effective date of this amendment is upon execution.

IN WITNESS WHEREOF, the parties have signed this Agreement this 12/14/2021 day of \_\_\_\_\_, 2021.

WHATCOM CONSERVATION DISTRICT

DocuSigned by:  
*Heather Christianson* 12/14/2021  
By \_\_\_\_\_  
F9B4D2DF23A640C...  
Heather Christianson, WCD Chair

WHATCOM COUNTY

DocuSigned by:  
*Satpal Sidhu* 12/15/2021  
By \_\_\_\_\_  
1192C7C18B664E3...  
Satpal Singh Sidhu, County Executive on behalf of Whatcom County  
Flood Control Zone District

Approved as to form:

*Christopher Quinn* 12/15/2021  
By \_\_\_\_\_  
EC466EF5G88B4FD...  
Senior Deputy Prosecuting Attorney - Civil Division

DocuSigned by:

*Jon Hutchings* 12/15/2021  
By \_\_\_\_\_  
9359983910E345E...  
Director of Public Works

**EXHIBIT A-2 - SCOPE OF WORK**  
**Pollution Identification and Correction (PIC) Program**  
**Non-Dairy Agriculture Technical Assistance**

**PROJECT DESCRIPTION**

The purpose of this subrecipient agreement is to provide technical assistance to landowners with non-dairy agricultural activities and coordinate data in support of the Whatcom County PIC Program and Whatcom Clean Water Program. In general the categories of activities consist of program administration, site-specific technical assistance for non-dairy agricultural operations, data coordination for the Whatcom Clean Water Program (WCWP), farm series workshops, and time-series storm monitoring. Details of each of these activities are provided below.

**Task 1: Program Administration**

WCD will track and report participation in landowner contacts and technical assistance, data coordination and storm time-series monitoring project, and farm series workshops provided under this program.

**Deliverables and Timelines:**

- Per EPA Programmatic Condition #4 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by the 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-01J18001 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.”**
- Per DOH grant agreement, all outreach materials and advertising of activities funded through this subrecipient agreement must be reviewed by DOH (two week review period).
- Monthly invoices and summaries of landowner/operator contacts. Monthly summaries will include number of landowners receiving technical assistance categorized by watershed focus area. The summary will identify the number of new landowners receiving technical assistance in each watershed focus area. Monthly summaries will also include a summary of data coordination and storm time-series sampling activities completed.
- Quarterly progress reports-Technical Assistance. Quarterly reports for technical assistance will include number of landowners/operators contacted, number of landowners/operators participating in the program, number and type of pollution sources identified, number of farm plans completed, number of sites with adequate management strategies in place, and number of BMPs installed. This information will be summarized by watershed focus areas. During COVID restrictions, technical assistance will be adapted to meet requirements for social distancing.
- Quarterly progress reports- Data Coordination and Storm Time-Series Monitoring. Quarterly reports for data coordination will summarize progress on the water quality database, data entered, and how data queries and reports are being used for community outreach and source tracking. Progress on the storm time-series monitoring project will be summarized. Presentations and trainings will be included.
- Quarterly progress reports- Farm Series Workshops. Quarterly reports for Farm Series Workshops will summarize workshop and online learning opportunities provided, advertising for the events, and number of participants (or views for online learning experiences). Progress on other supporting outreach tasks and planning activities for future events will be included.

- Quarterly reports shall be submitted by the following dates:
  - **October 5, 2019\***
  - January 5, **April 5**, July 5, **October 5, 2020**
  - January 5, **April 5**, July 5, **October 5, 2021**
  - January 5, **April 5**, July 5, **October 5, 2022**,
  - January 5, **March 1**, 2023

\* Dates **in bold** are required for grant FEATs reports

## **Task 2: Non-Dairy Agriculture Technical Assistance**

- Introductory letters from the County Executive and County Council will be sent by Whatcom County to landowners in PIC focus areas, in drainages with water quality hot spots, and/or with water quality concerns observed informing landowners of water quality issues, potential sources of fecal coliform bacteria, and the PIC program.
- WCPW staff will generate and prioritize a list of parcels with potential non-dairy agricultural activities in PIC focus areas and hot spots and provide this list to WCD. Approximately one week following an introductory letter, WCPW will send the first in a series of PIC letters to landowners with potential non-dairy agricultural activities (as referenced in Flow Chart A). Additionally, during the critical seasons, joint letters from the Whatcom Clean Water Program will be sent to landowners with recurring issues. Letters will include a WCD resources fact sheet. When referring landowners to WCD for assistance in the PIC, CAO, or Whatcom Clean Water Program context, WCD will be identified as a local, non-regulatory agency that provides assistance to landowners on a voluntary basis. WCD will add landowners/operators of these parcels to their mailing lists for regular contact.
- Through direct landowner/operator contacts, WCD staff will offer free technical assistance to landowners/operators in the form of confidential risk assessments, farm plan development, and guidance in the implementation of BMPs. BMP incentives, rebates, and cost-share options will be described and offered as available.
- WCD will offer technical assistance for temporary fixes to problems identified through the risk assessment that require immediate attention (e.g. animal access to creek, discharge or potential discharge of manure to creek or ditch). Permanent fixes for these problems will be addressed through development and implementation of a farm plan.
- Whatcom County will exercise prosecutorial discretion in withholding enforcement action for violations of the Critical Areas Ordinance or referral of landowners to other agencies for enforcement so long as the landowner is demonstrating good faith in working with the WCD to correct pollution problems.
- WCPW and WCD staff will meet as needed to discuss adaptations to improve the process for landowner contacts. WCPW and WCD technical assistance staff will also participate in bi-weekly WCWP field staff coordination meetings.
- WCPW and WCD will continue meeting with the North Lynden Watershed Improvement District (WID), other WIDs, and the Shellfish Protection District Advisory Committees to improve and adapt efforts to engage landowners in identifying and correcting pollution sources.

### **Deliverables and Timelines:**

- Monthly summaries of landowner/operator contacts shall be submitted to the County by the tenth day of the following month. Monthly summaries will include number of landowners receiving technical assistance categorized by watershed focus area. The summary will identify the number of new landowners receiving technical assistance in each watershed focus area.
- Progress will be tracked through quarterly reports described above including number of landowners/operators contacted, number of landowners/operators participating in the program, number and type of pollution sources identified, number of farm plans completed, number of BMPs planned and installed. This information will be aggregated by watershed focus area.

- One hundred landowners/operators with non-dairy agriculture operations will receive site assessments/technical assistance in Whatcom County PIC areas per year. Initial technical support often spans over multiple quarters and may be requested at a future date as further farm enhancements are implemented. Actions will be initiated to reduce bacteria pollution risk within six months (implement BMPs) of the risk assessment as seasonally feasible. The program goal includes completion of 60 farm plans per year (220 total), however, not all sites have resource concerns and require a farm plan. Assessments that are completed and find current management strategies are protective of water quality will also be tracked. Adaptations to site visits will be made to address social distancing requirements associated with COVID restrictions. This may include technical assistance provided by phone, virtual interactions, or physical site visits with proper precautions in place.
  - Reports on WCD contacts and technical assistance will be included in the quarterly reports described in Task 1.

### **Task 3: Data Coordination and Time-Series Storm Monitoring**

- The data coordinator will support the efforts of the Whatcom Clean Water Program (WCWP). Water quality data collected by WCWP partners will be compiled, posted to an online map of preliminary results, entered and stored in a comprehensive database, and analyzed to support efforts to improve water quality in Whatcom County. This will include work with transboundary partners.
- The data coordinator will assist WCWP partners and community groups with data queries and analysis to support community outreach and source tracking efforts.
- The data coordinator will provide presentations to support WCWP water quality and other data presentation and communication. Draft presentations will be submitted to WCPW for DOH review prior to the event (DOH requires 2 week review period).
- The data coordinator will seek pre-approval for workshops/conferences and provide a summary of training events to support WCWP data coordination in quarterly progress reports. DOH requires pre-approval for conferences and trainings funded through this subrecipient agreement.
- The data coordinator will seek pre-approval for international travel (up to 4 trips/year) to support transboundary efforts.
- The data coordinator will draft a QAPP for the storm time-series monitoring project in the Nooksack watershed. This project will help fill data gaps related to time of travel and patterns of bacteria spikes in the mainstem and priority subwatersheds. Monitoring work will not begin until the QAPP has received final approval.
- WCD research staff will implement the storm time-series monitoring project as described in the QAPP with a minimum of one fall and one spring sampling event. Following the completion of this project, data will be entered into WQX (EPA database) and a project report will be prepared and submitted to Whatcom County and DOH.

#### **Deliverables and Timelines:**

- Regularly updated database and online map with water quality data from WCWP Partners.
- Quarterly progress reports describing data management activities as described in Task 1.
- Copies of presentations.
- Storm Event Time-Series Monitoring QAPP. Fall 2021.
- Storm Event Time-Series Monitoring data in WQX. Spring 2022.
- Storm Event Time-Series Monitoring Project Report. Spring 2022.

### **Task 4: Farm Series Workshops**

- WCD will coordinate and host at least four small farm workshops (in-person or virtual) and online learning experiences focused on specific topics, geographic areas, or types of animals identified in PIC windshield surveys and/or seasonal management practices that would provide water quality protection in PIC focus areas. The workshops will be developed and advertised using social marketing techniques

to provide messages that resonate with values identified by landowners in previous focus groups and surveys as well as to address identified barriers. The learning experiences will provide technical assistance to landowners with farm animals to improve and protect water quality.

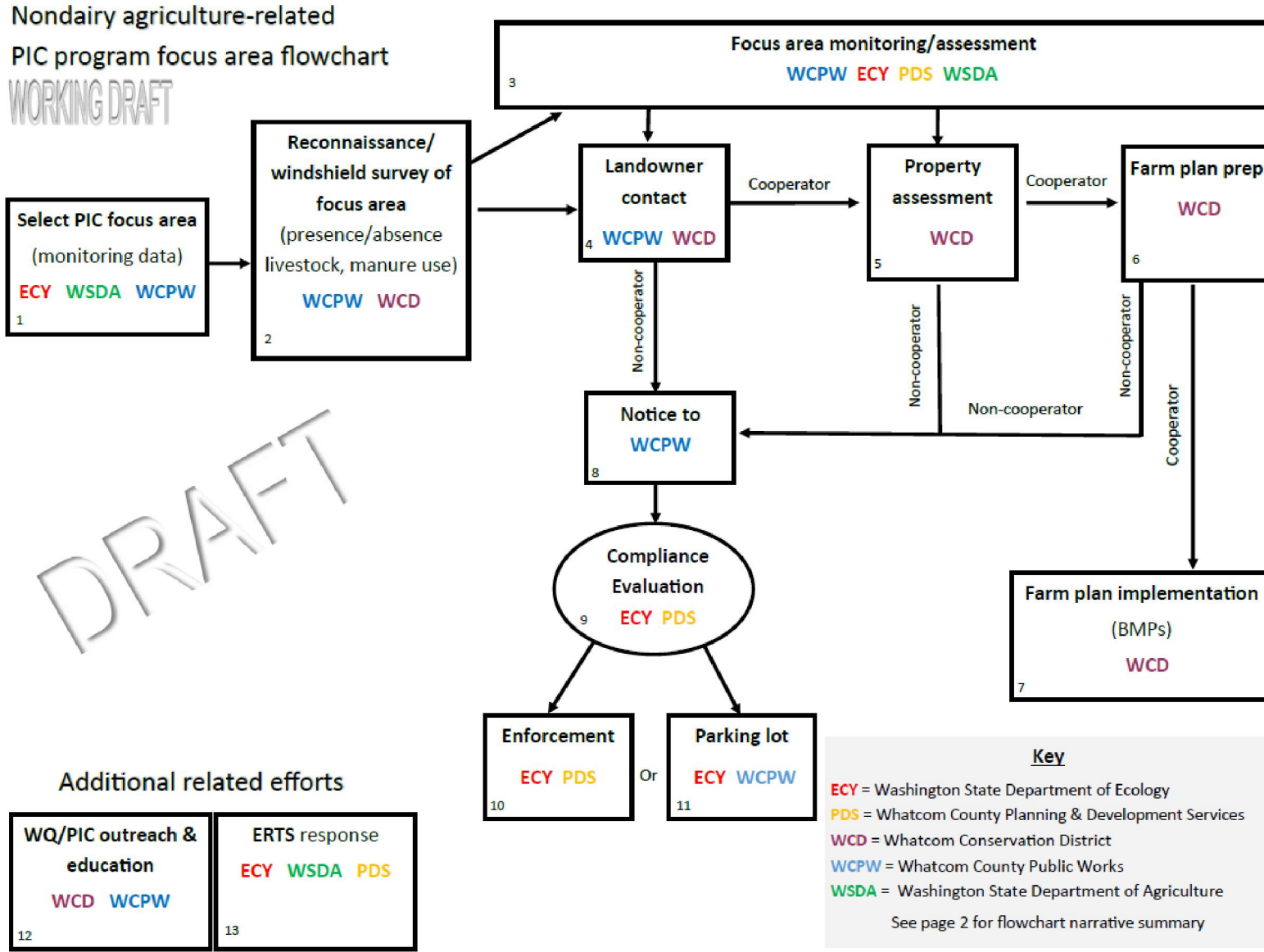
- WCD will provide information about incentives, rebates, small grant and other financial assistance programs at workshops and/or online learning experiences.
- WCD will verify that landowners/operators/residents have participated in small farm workshops, online training, or site visits to determine eligibility to assist with implementation of the small farm improvement rebate program. Verification can occur through workshop sign-in sheets or email documentation from a WCD farm planner.

**Deliverables and Timelines:**

- Quarterly progress reports describing small farm workshops as described in Task 1.
- Workshop sign-in sheets or e-mails verifying landowner/operator/resident participation in trainings to determine eligibility for rebate program.
- Advertisements for workshops/online training experiences will be provided to Whatcom County and DOH for review. (DOH requires a 2-week review period)



## Flow Chart A Broad-Scale Description of Landowner Contacts through Whatcom County PIC Program



# WORKING DRAFT

## General notes:

- The flow chart on page 1 and the process summarized below does not include identification, correction and tracking of on-site sewage system (OSS) sources. Whatcom County Health Department works closely with Whatcom Clean Water Program partners within and outside of PIC program focus areas to follow up on referrals for possible human sewage pollution sources. County Health informs landowners of OSS operation and maintenance responsibilities and requirements separately from livestock and manure use related PIC program focus area letters.
- WSDA Dairy Nutrient Management Program staff support PIC program focus area efforts through water quality monitoring, source identification and field observation.
- WCPW maintains ongoing communication with partner agencies throughout the PIC program process to monitor status and progress of pollution source identification and corrections, property contacts, and water quality data.

## Flow Chart summary:

1. Based on data review and consultation with partner agencies, Whatcom County Public Works (WCPW) chooses a focus area to prioritize pollution reduction efforts.
2. WCPW and WCD staff conduct a windshield survey of the focus area to note likely presence or absence of livestock or evidence of manure use on properties. In Portage Bay watershed focus areas, WCPW will reference existing ECY watershed/field conditions assessment mapping information and dairy field information to supplement the windshield survey observations and help capture all parcels with potential livestock or manure use. Map and database are used to track property contact and status.
3. Agencies monitor conditions (visual observations, water sampling) within focus area to inform landowner contact. If an obvious, substantial pollution source is identified, agencies will inform WCPW to adjust and expedite the landowner contact process to achieve compliance. Responsibility for dairy-related contact remains with WSDA staff. Agency monitoring will help compile observations and data to support source identification efforts and/or potential future compliance actions.
4. WCPW leads contact of all focus area residents through letter from Executive/Council. This letter is followed by a letter to those properties identified as "likely" for having livestock or who use manure on their properties. A series of up to four total letters recommends contact with WCD or follow up with WCPW. After initial letters from WCPW, WCD attempts to contact livestock and/or manure-using properties through phone call(s).
5. Successful contact with resident results in WCD staff site visit to assess pollution sources and discuss opportunities to correct identified sources or to confirm that property is not a pollution concern. Those in need of pollution source correction and who choose to cooperate move on to develop farm plan. Non-cooperators are those who decide they are not interested in continuing with voluntary action or who stop participating at some point. WCD communicates to WCPW about landowner decisions.
6. Landowner commits to and participates in WCD farm planning process. Cooperative resident continues on to BMP implementation. WCD communicates to WCPW about residents who choose not to pursue implementation of farm plan/corrective actions.
7. WCD staff assist landowners with farm plan implementation and communicate progress to WCPW.
8. WCPW receives status updates from WCD regarding landowner contact outcomes. WCPW also receives water quality and field observation information directly from agencies conducting monitoring activities.
9. WCPW consults with regulatory agencies for properties who opt out of voluntary participation in the PIC program. ECY and PDS staff evaluate whether sufficient information exists to move forward with attempts to gain compliance with water pollution control law and/or CAO requirements.
10. Based on determination of adequate evidence of violation, ECY and/or PDS move forward according to relevant protocols.
11. If inadequate evidence exists to support pursuing enforcement action or contact by regulatory agency, the property remains on a "parking lot" list of unresponsive or uncooperative properties. Agencies continue to watch parking lot properties and could contact these properties at a later date if water quality data determines need.
12. WCPW and WCD maintain primary responsibility for outreach and education to non-dairy agriculture properties in PIC program focus areas. This includes community meetings, events, and PIC program letters and follow up. ECY and PDS staff have a role in informing the outreach and ensuring their compliance role responsibilities are communicated and understood. The ECY Communications Manager may support coordinated water quality outreach strategy and content. WSDA maintain communication with dairy producers. All agencies may maintain communication with WID members and leadership.
13. See separate ERTS response flowchart.

**EXHIBIT B-2- BUDGET**  
**Pollution Identification and Correction (PIC) Program**  
**Non-Dairy Agriculture Technical Assistance**

As consideration for the services provided in Exhibit A-2, Scope of Work, the County agrees to compensate the District according to the actual composite hourly rates of personnel working on this project. \*Composite rates are based on actual taxes and benefits, which may vary by month. Estimated hourly composite rates are provided below. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. The total budget is not to exceed **\$826,182** with additional details provided below. Requests for payment and reimbursement by the County will coincide and be based on the successful completion of services described in Exhibit A-2. The budget for this agreement is provided through federal funding from DOH Grant Agreement GVL24435-2. Federal funding is provided by US Environmental Protection Agency federal grant award #PC-01J18001 to Washington State Department of Health. CFDA# 66.123.

Requests for reimbursement should contain the name of the employee, title, dates of service, number of hours, individual hourly billing rate, total by employee and grand total. Personnel time shall be supported by signed employee timesheets that account for the total activity of the employee including time spent on this grant-funded project. In addition, supporting documentation for the hourly billing rate computation and the most recent federally approved indirect rate must be submitted at the beginning of the project. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. For mileage reimbursement submit: copies of mileage records, including the name of staff member, date of travel, and number of miles traveled. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices itemizing costs incurred. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor’s overhead rate. Supporting records shall comply with documentation requirements found in OMB Super Circular 2 CFR Part 200.430 (i) Standards for Documentation of Personnel Expenses. Whatcom County does not reimburse the cost of alcoholic beverages. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor’s expense. **NOTE: Changes to task budgets require pre-approval from Whatcom County and DOH. International travel requires pre-approval by EPA. Trainings and conferences require pre-approval from DOH.**

Title	Maximum 2022 Wage Rate	Estimated 2022 composite Rate*	Task 1 (Admin) Hours Est	Task 2 (TA) Hours Est	Task 3 (Data) Hours Est	Task 4 (Workshops) Hours Est	Hours/Month Est	Total cost per employee
GIS Tech	\$ 38.56	\$ 55.97		500			15	\$ 27,983
Admin	\$ 31.77	\$ 47.36		100			4	\$ 4,736
District Manager	\$ 47.46	\$ 69.92		70			5	\$ 4,894
Ed Coordinator	\$ 35.24	\$ 58.73				147	7	\$ 8,611
Ed Assistant	\$ 21.41	\$ 34.24				400	20	\$ 13,696
Fire Prevention Specialist	\$ 31.77	\$ 47.52						\$ -
HIP Coordinator	\$ 31.58	\$ 50.90						\$ -
Wetland Specialist	\$ 31.77	\$ 58.98						\$ -
CREP Coordinator	\$ 41.00	\$ 66.43						\$ -
CREP Tech	\$ 31.77	\$ 54.25						\$ -
Livestock Coordinator	\$ 33.25	\$ 54.52		1500			35	\$ 81,774
Planner	\$ 24.74	\$ 45.61		5111			168	\$ 233,122
Planner	\$ 29.98	\$ 47.47						\$ -
Assistant	\$ 20.59	\$ 38.87						\$ -
WQ Data Coordinator	\$ 31.77	\$ 53.14			4687		120	\$ 249,094
Scientist	\$ 33.25	46.137			30			\$ 1,384
		<b>Totals</b>		\$ 352,508.46	\$ 250,477.69	\$ 22,307.69	sub-total	\$ 625,294
							Overhead 30%	\$ 187,588
							<b>total personnel plus overhead</b>	<b>\$ 812,882</b>
							Supplies/ Lab	\$ 4,300
							Training	\$ 3,000
							Travel	\$ 6,000
							<b>Total</b>	<b>\$ 826,182</b>

**Exhibit C-2. CONTRACT INFORMATION**

	<b>Item Description</b>	<b>Federal Funding Source</b>
1	<b>Subrecipient Name (Exactly as listed in DUNS):</b> <i>www.SAM.gov</i>	Whatcom Conservation District
2	<b>Subrecipient DUNS Number:</b> <i>www.SAM.gov</i>	142424899
3	<b>Federal Award Identification Number (FAIN):</b>	PC-01J18001-4
4	<b>Federal Award Date</b>	07/25/18
5	<b>Start and End Date of the contract:</b> Found in the "Term" section of the contract.	July 1, 2019-March 15,2023
6	<b>Amount of Federal Funds Obligated by this action:</b>	\$296,000
7	<b>Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (per funding source):</b>	\$826,182
8	<b>Total Amount of the Federal Award to Whatcom County:</b>	\$1,627,732
9	<b>Project description as listed on the FFATA form:</b>	The purpose of this agreement is to expand the successful Whatcom County Pollution Identification and Correction (PIC) Program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts. The agreement partially funds Puget Sound Partnership Near Term Action (NTA) #2018-0171.
10	<b>Name of the Federal awarding agency:</b>	EPA/Region 10/ Office of Water and Watersheds
11	<b>Name of the pass-through entity:</b>	Washington State Department of Health and Whatcom County Flood Control Zone District
12	<b>Contact information for awarding official- Statement of Work (Name of County project coordinator)</b>	Erika Douglas
13	<b>Contact information for awarding official- General Contact:</b>	Edouglas@co.whatcom.wa.us
14	<b>CFDA Number</b>	66.123
15	<b>CFDA Name</b>	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
16	<b>Is the award Research and Development?</b>	No
17	<b>The limiting indirect cost rate for the Federal award, if any:</b>	NA
18	<b>Certifications and Assurances- all requirements imposed on the subrecipient by the federal awarding agency:</b> The contract covers all standard certifications and assurances.	
19	<b>Are there any additional requirements imposed by the pass-through entity (Whatcom County) to meet its own responsibilities to the awarding agency:</b> Included in contract.	Yes
20	<b>Indirect Rate:</b> Documentation provided by WCD Does the subrecipient have an approved indirect rate? If your contract allows indirects, you must use the subrecipient's approved indirect rate.	Yes- Approved for 59.66 %, WCD will bill 30% indirect rate
21	<b>Access to Subgrantee's accounting records:</b> All subrecipients are required to make their accounting	

	records available and accessible to the awarding agency. You can find this requirement in the "Records Maintenance" section of the contract.	
<b>22</b>	<b>Closeout Requirements</b>	<ol style="list-style-type: none"><li>(1) Submit all final billing within 30 days of the end of the contract.</li><li>(2) Submit all required program reports and deliverables according to timelines in Exhibit A-1 (Scope of Work)</li><li>(3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities.</li></ol>

## **EXHIBIT D-2 EPA Terms and Conditions**

### **1. General Terms and Conditions - Updated 10-1-2019**

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 sub-recipient agrees to comply with the current EPA general terms and conditions available at: [https://www.epa.gov/sites/production/files/2019-09/documents/fy\\_2020\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2019.pdf](https://www.epa.gov/sites/production/files/2019-09/documents/fy_2020_epa_general_terms_and_conditions_effective_october_1_2019.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>.

### **2. General Terms and Conditions - Consultant Cap - Additional Information**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by sub-recipients or by a sub-recipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-dataoversight/pay-leave/salaries-wages/>

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the sub-recipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

### **3. General Terms and Conditions - Indirect Costs for States and Tribal**

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award. In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

The sub-recipient must send its proposal to its cognizant federal agency within six (6) months after the end of its fiscal year. If EPA is the cognizant federal agency of either the interstate agency or the local government, the sub-recipient must send its indirect cost rate proposal within six (6) months after the end of its fiscal year to:

#### **Regular Mail**

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC  
3802R Washington, DC 20460

**Mail Courier (e.g. FedEx, UPS, etc.)**

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
U.S. Environmental Protection Agency  
1300 Pennsylvania Avenue, NW  
6th floor Bid and Proposal Room Number 61107  
Washington, DC 20004

The sub-recipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

**4. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

**GENERAL COMPLIANCE, 40 CFR, Part 33**

The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described in the underlying Terms and Conditions based upon the associated class deviation.

**EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B**

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

**SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the subrecipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, sub-recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

**MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E**

When required, the sub-recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Annual reports are due by October 1st of each year. Final reports are due by October 15th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

**5. CONTINGENT FUNDING**

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



## Programmatic Conditions

Program Programmatic Terms and Conditions: 3/2/2020

### 1. Semi-Annual Performance Reports

The subrecipient will submit performance reports for EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due the first calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports will be submitted to Whatcom County to be incorporated into the FEATS form provided by the DOH Contract Manager.

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:

- a. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- b. the reasons why established goals were not met, if appropriate;
- c. 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 Whatcom County Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the Whatcom County 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.

### 2. Final Performance Report

The subrecipient shall submit a final performance report to Whatcom County to be incorporated into the project FEATS report, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the Whatcom County 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 DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

### 3. 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 DOH and the subrecipient, and shall be used to further eligible project objectives.

### 4. 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-01J18001-6 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.”*

## **5. 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.

## **6. 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\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm).

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.

R10 Quality Assurance Team Contact: Donald M. Brown at (206) 553-0717 or email: [brown.donaldM@epa.gov](mailto:brown.donaldM@epa.gov).

## **7. Water Quality Exchange (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 (QAPP) 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). Sub-recipients 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).

## **7. 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 (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.

## **8. 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 DOH 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 DOH Contract Manager.

## **9. 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)

## **10. Lobbying and Litigation – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

All Subrecipients.

- i. 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.
- ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient 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.
- iii. 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.

iv. 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.

v. 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.

### **11. Quality Assurance Requirements (2 CFR 1500.11)**

Acceptable Quality Assurance documentation must be submitted to the DOH Contract Manager 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 Ecology Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website:

<http://www.epa.gov/ogd/grants/assurance.htm>.

#### Instructions to Submit Quality Assurance Documents for Review:

DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, sub-recipients 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>.

### **12. ULO Stretch Goal:**

Sub-recipient should manage their project 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 sub-recipient.

Stretch Goal: All funds should be spent by 2 ½ years from contract start date. Funds Awarded in FY2020 should all be spent by September 30, 2022.

Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

### **13. 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>. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

**14. 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.

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:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- 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.

**15. 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 contract, the sub-recipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The sub-recipient must send requests for approval to the DOH 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 sub-recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Sub-recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the sub-recipient’s DOH Contract Manager; however, the EPA Agency Award Official or EPA Grant Management Officer will make final determinations on allowability. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the sub - recipient 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.

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)

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

(a) The sub-recipient 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.

(b) (1) EPA must ensure that any connections between the sub-recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the sub-recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the sub-recipient agrees to contact the EPA Project Officer 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 sub-recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The sub-recipient agrees that any sub-awards it makes under this agreement will require the sub-recipient to comply with the requirements in (b)(1) if the sub-recipient'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 sub-recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during sub-recipient monitoring deemed necessary by the sub-recipient under 2 CFR 200.331(d), by inquiring whether the sub-recipient has contacted the EPA Project Officer. Nothing in this condition requires the sub-recipient to contact the EPA Project Officer on behalf of a sub-recipient or to be involved in the negotiation of an Interconnection Service Agreement between the sub-recipient and EPA.

**EXHIBIT E-2****FEDERAL COMPLIANCE  
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendment(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 Health Program (BCHP), 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 2 CFR 200 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](#). A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to [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
  - i. The dangers of drug abuse in the workplace;
  - ii. The contractor's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. 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 (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. 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) (ii), with respect to any employee who is so convicted—
- i. 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
  - ii. 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:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - ii. 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;
  - iii. 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
  - iv. 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**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE  12/14/2021

**EXHIBIT F-2**  
**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.  47284763) 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.  16811683, 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.  61016107), 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 de 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.  15011508 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 276a7), 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.  327333), 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.  469a1 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 all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**CONTRACTOR'S SIGNATURE IS REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  DocuSigned by: <i>Heather Christianson</i> <small>F0B4D2DF23A649C</small>	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE  12/14/2021