

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201909006-1

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	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): GVL24435-1 CFDA#: 66.123

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): 201909008-1

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.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 306,250
 This Amendment Amount:
 \$ 223,932
 Total Amended Amount:
 \$ 530,182

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 and extend the timeline of the agreement for the activities that will be conducted by the WCD to provide data coordination, 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: 07/01/19-12/31/21 Expiration Date: 12/31/21

Contract Routing:	1. Prepared by: <u>ED</u>	Date: <u>08/26/20</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>8/28/2020</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>8/28/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>8-31-2020</u>
	6. Submitted to Exec.: _____	Date: <u>9-15-2020</u>
	7. Council approved (if necessary): _____	Date: <u>9-29-2020</u>
	8. Executive signed: _____	Date: <u>10.1.2020</u>
	9. Original to Council: _____	Date: <u>10-2-2020</u>

**AMENDMENT No.1 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 (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, Whatcom 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, Whatcom 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, 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 December 31, 2021. This contract will be effective for services performed from July 1, 2019 through December 31, 2021.
2. Add additional funding of \$223,932 to provide total funding of \$530,182.
3. Replace Exhibits A, B, C, and D with revised Exhibits A-1, B-1, C-1, and D-1 .
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 1st day of October, 2020.

WHATCOM CONSERVATION DISTRICT

By Heather Christianson
Heather Christianson, WCD Chair

WHATCOM COUNTY

By Satpal Singh Sidhu
Satpal Singh Sidhu, County Executive

Approved as to form:

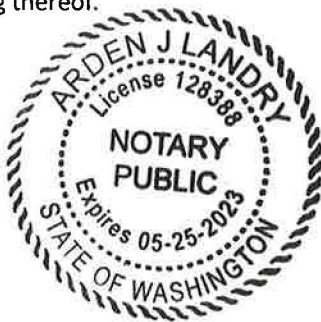
[Signature]
Office of the WCD Attorney

Approved as to form:

CQ/mailed/BB 8/31/2020
Senior Deputy Prosecuting Attorney - Civil Division
[Signature]
Director of Public Works

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 1st day of October, 2020, before me personally appeared Satpal Singh Sidhu, to me known to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Arden J Landry
NOTARY PUBLIC in and for the State of
Washington, residing at Beeltenham
My commission expires: 05-25-2023

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 31st day of August, 2020, before me personally appeared Heather Christianson, to me known to be the Chair of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Beth Bushaw
NOTARY PUBLIC in and for the State of Washington, residing
at Whatcom Cty
My commission expires: 6/29/2021

EXHIBIT A-1 - 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), and farm series workshops. Details of each of these activities are provided below.

Task 1: Program Administration

WCD will track and report participation in community outreach efforts, landowner contacts and technical assistance, and data coordination 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.”
- Monthly invoices and summaries of landowner/operator contacts. Monthly summaries will include a list of landowners/operators that have been contacted, landowners/operators participating in the program, and the corresponding parcels owned or operated. Monthly summaries will also include a summary of data coordination activities completed.
- Quarterly progress reports-Technical Assistance. Quarterly reports 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. 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. Presentations and trainings 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, 2022

* 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 to landowners in the PIC focus areas 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. One week following the 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). When referring landowners to WCD for assistance in either the PIC or CAO 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 (approximately monthly).
- 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 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 monthly to discuss any adaptations needed to improve the process for landowner contacts. WCPW and WCD technical assistance staff will also participate in WCWP field staff coordination meetings.
- WCPW and WCD will continue meeting with the North Lynden Watershed Improvement District (WID) to improve and adapt efforts to engage landowners in identifying and correcting pollution sources. WCPW and WCD will work with other WIDs to engage landowners as well.

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 a list of landowners/operators that have been contacted, landowners/operators participating in the program, and the corresponding parcels owned or operated.
- 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.
- A minimum of 100 landowners/operators with non-dairy agriculture operations will receive site assessments/technical assistance in Whatcom County PIC areas per year. Actions will be initiated to reduce bacteria pollution risk within six months (implement BMPs) of the risk assessment as seasonally feasible. There is a goal of producing farm plans for 50% of the parcels that receive technical assistance/site assessments, 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

- 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 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.
- The data coordinator will provide a summary of training events to support WCWP data coordination in quarterly progress reports.
- The data coordinator will seek pre-approval for international travel (up to 4 trips/year) to support transboundary efforts.

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.

Task 4: Farm Series Workshops

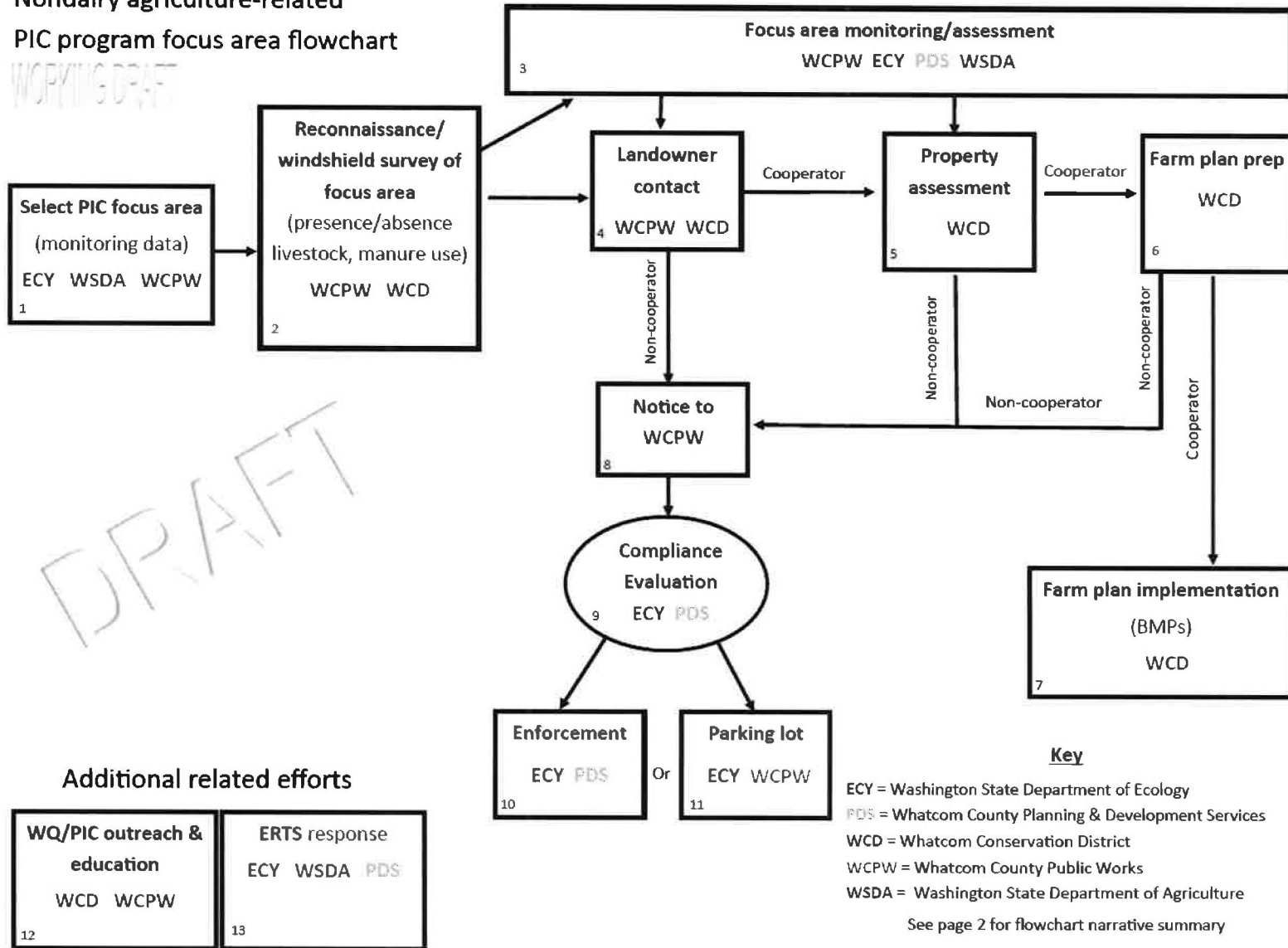
- WCD will coordinate and host at least four small farm workshops (in-person or virtual) focused on topics relevant to the types of animals identified in PIC windshield surveys and/or seasonal management practices that would provide water quality protection in PIC focus areas.
- WCD will provide information about incentives, rebates, small grant and other financial assistance programs at workshops and/or online trainings.
- WCD will verify landowners/operators/residents that participate in small farm workshops, online training, or site visits to WCPW to determine eligibility to assist with implementation of the small farm improvement rebate program.

Deliverables and Timelines:

- Quarterly progress reports describing small farm workshops as described in Task 1.
- Emails verifying landowner/operator/resident participation in trainings to determine eligibility for rebate program.

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

Nondairy agriculture-related
PIC program focus area flowchart



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-1- BUDGET
Pollution Identification and Correction (PIC) Program
Non-Dairy Agriculture Technical Assistance

As consideration for the services provided pursuant to the Scope of Work, the County agrees to compensate the District in an amount not to exceed the contract amount of **\$530,182** with additional details provided below. The budget for this agreement is provided through federal funding from DOH Grant Agreement GVL24435-1. 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 payment and reimbursement by the County will coincide and be based on the successful completion of services described in Exhibit A-1.

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. Requests for reimbursement of other expenses must be accompanied by copies of paid invoices itemizing costs incurred. Mileage requests should be supported by mileage logs. 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 of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the subrecipient's expense. **NOTE: International travel requires pre-approval by EPA.**

	Personnel	Estimated Rate/Unit	Cost
Personnel (Salaries and Benefits) Actual Costs*			
	Admin	\$ 45.93/hr	\$ 228,449 Technical Assistance \$180,497 Data Coordination \$5,360 Farm Series Workshops
	Mgmt/Admin/Engineer	\$ 74.40/hr	
	Education and Outreach Coordinator	\$ 56.50/hr	
	GIS Technician	\$ 54.10/hr	
	Outreach Technician	\$ 24.27/hr	
	Farm Plan Coordinator	\$ 50.80/hr	
	Farm Planner	\$ 42.65/hr	
	Data Coordinator	\$ 46.72/hr	
	Research Specialist	\$ 50.37/hr	
Overhead		25% of salaries/benefits	\$ 103,576
Trainings	Data Coordinator		\$ 3,000
Good and services	Soil tests, manure tarps, digital equipment for photos/videos (up to \$1,000), event space rentals		\$ 3,300
Travel**	TA/Trainings		\$ 6,000
Totals			\$ 530,182

Not to exceed \$530,182

* These are July 2020 rates and are subject to changes with annual WCD adjustments.

** Mileage rate will be at current federal approved mileage reimbursement.

Exhibit C-1. CONTRACT INFORMATION

	Item Description	Federal Funding Source
1	Subrecipient Name (Exactly as listed in DUNS): <i>www.SAM.gov</i>	Whatcom Conservation District
2	Subrecipient DUNS Number: <i>www.SAM.gov</i>	142424899
3	Federal Award Identification Number (FAIN):	PC-01J18001-4
4	Federal Award Date	07/25/18
5	Start and End Date of the contract: Found in the "Term" section of the contract.	July 1, 2019-December 31, 2021
6	Amount of Federal Funds Obligated by this action:	\$223,932
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (per funding source):	\$530,182
8	Total Amount of the Federal Award to Whatcom County:	\$1,047,732
9	Project description as listed on the FFATA form:	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	Name of the Federal awarding agency:	EPA/Region 10/ Office of Water and Watersheds
11	Name of the pass-through entity:	Washington State Department of Health and Whatcom County Flood Control Zone District
12	Contact information for awarding official- Statement of Work (Name of County project coordinator)	Erika Douglas
13	Contact information for awarding official- General Contact:	Edouglas@co.whatcom.wa.us
14	CFDA Number	66.123
15	CFDA Name	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
16	Is the award Research and Development?	No
17	The limiting indirect cost rate for the Federal award, if any:	NA
18	Certifications and Assurances- all requirements imposed on the subrecipient by the federal awarding agency: The contract covers all standard certifications and assurances.	
19	Are there any additional requirements imposed by the pass-through entity (Whatcom County) to meet its own responsibilities to the awarding agency: Included in contract.	Yes
20	Indirect Rate: 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 25% indirect rate
21	Access to Subgrantee's accounting records: 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.	
22	Closeout Requirements	<ul style="list-style-type: none"> (1) Submit all final billing within 30 days of the end of the contract. (2) Submit all required program reports and deliverables according to timelines in Exhibit A-1 (Scope of Work) (3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities.

EXHIBIT D-1 EPA Terms and Conditions

1. General Terms and Conditions - Updated 10-1-2018

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

(https://www.epa.gov/sites/production/files/201710/documents/updated_epa_general_terms_and_conditions_effective_october_2_2017_or_later.pdf).

The sub-recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-andconditions-effective-october-1-2018> 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 local government sub-recipient whose cognizant federal agency has been designated by the Office of Management and Budget (OMB) must develop and submit its indirect cost rate proposal to its cognizant agency within six (6) months after the close of the governmental unit's fiscal year. If the cognizant federal agency has not been identified by the OMB, the local government sub-recipient must still develop (and when required, submit) its proposal within that period.

The interstate agency 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

Office of Grants and Debarment
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3903R Washington, DC 20460
Attn: OGD Indirect Cost Rate Proposal Control Desk

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

Office of Grants and Debarment
U.S. Environmental Protection Agency 1300 Pennsylvania Avenue, NW, 5th floor Washington, DC 20004
Attn: OGD Indirect Cost Rate Proposal Control Desk

Electronic submissions of proposals may be mailed to OGD_IndirectCost@epa.gov. 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)

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.

GENERAL COMPLIANCE, 40 CFR, Part 33**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

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 15 of each year. Final reports are due by October 30 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.

See EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>.

5. CONTINGENT FUNDING

EPA is partially funding this agreement. 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

(PC) Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program Programmatic Terms and Conditions:

1. Semi-Annual Performance Reports (FEATS Reports)

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

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance (FEATS) 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 DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH 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 through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH 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 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. 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.

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 EPA's Water Quality Exchange (WQX) database using either WQX or WQX web. There are two options for submitting data using WQX. You can choose a standard web-based application (WQX Web) that uses Microsoft Excel spreadsheets or you can choose to create a custom submission application using WQX XML schema through Exchange Network Nodes or Node Clients. 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 WQX 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. Water quality data appropriate for WQX 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. More information about WQX and WQX web, including tutorials, can be found at <http://www.epa.gov/storet/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 WQX 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

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:

Subrecipients shall refer to Washington State Department of Ecology's NEP Quality Assurance website at: <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees> for guidance and templates.

1. First, contact the DOH Contract Manager as soon as a final agreement or contract statement of work is in place, to find out if a QAPP will be required for your project.
2. Then, if a QAPP is required, the sub-recipient will develop and submit a "publish ready" QAPP to the DOH Contract Manager for DOH review and approval.
3. After DOH has approved the content, the DOH Contract Manager will forward the QAPP to the Ecology QC for review and approval.
4. Finally, the sub-recipient will route the QAPP Approval page for all remaining signatures (project partners and laboratory managers) and submit the fully executed approval page to the DOH Contract Manager.

Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved.

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.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to this subaward:

Stretch Goal: All funds should be spent by 2 ½ years from contract start date. Funds Awarded in this agreement should all be spent by March 2022.

Subrecipients are to apply these "stretch" goals throughout the life of the 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 Agency Award Official or 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.

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



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SEP 15 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

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

DATE: August 26, 2020

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

Please find enclosed for your review and signature two (2) originals of an amendment to the subrecipient agreement between Whatcom County and the Whatcom Conservation District with a new budget amount of \$530,182 to provide data coordination, non-dairy agriculture technical assistance, and farm series workshops.

Requested Action

Public Works respectfully requests that the County Executive execute the attached amendment.

Background and Purpose

The purpose of this amendment is to increase the project budget and extend the timeline of the agreement for the activities that will be conducted by the WCD to provide data coordination, 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 Whatcom Conservation District will provide an additional \$223,932 for a total budget of \$530,182 to support the non-dairy agriculture component of the Whatcom County PIC program through a partnership with the Whatcom Conservation District. This amendment is fully funded through the interagency agreement with the Washington State Department of Health and Whatcom County (GVL24435-1, WCC 201909008-1, Environmental Protection Agency National Estuary Program funding).

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.

Encl.