

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202307009

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources – PIC Program (950530)
Contract or Grant Administrator:	Ingrid Enschede
Contractor's / Agency Name:	Whatcom Conservation District
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): <u>202306021</u></p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>813002</u></p> <p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>773,332</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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.
<p>Summary of Scope: Through this Subrecipient Agreement, the Whatcom Conservation District will complete components of a National Estuary Program funded grant scope of work to adapt the Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots impacting areas with shellfish harvest closures or declining water quality through this. Activities include data coordination and non-dairy agriculture technical assistance and outreach.</p>	
Term of Contract:	July 1 2023 – December 31, 2025
Expiration Date:	December 31, 2025

Contract Routing:	1. Prepared by: <u>IE</u>	Date: <u>7/5/2023</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>7/5/2023</u>
	3. AS Finance reviewed: <u>A Martin</u>	Date: <u>7/10/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved (if necessary): <u>AB2023-468</u>	Date: <u>7/25/2023</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

2023 SUBRECIPIENT AGREEMENT
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT- WHATCOM CONSERVATION DISTRICT
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance

WHEREAS, Whatcom County Flood Control Zone District (County) and the Whatcom Conservation District (Subrecipient), desire to establish an arrangement wherein Whatcom County will provide funding to the Subrecipient to provide data coordination and non-dairy agriculture technical assistance and outreach for the Whatcom County Pollution Identification and Correction (PIC) program to the mutual advantage of each jurisdiction; and,

WHEREAS, the Drayton Harbor Shellfish Recovery Plan identified a coordinated water quality monitoring program to identify pollution sources and increased capacity for following up on monitoring findings as high priorities; and,

WHEREAS, the Portage Bay Shellfish Recovery Plan identified a Whatcom County PIC program as the highest priority recommendation; and,

WHEREAS, a PIC program is a data-driven program guiding pollution tracking activities to areas with the greatest water quality problems, followed by outreach and technical and financial assistance offered to landowners to implement projects that improve and protect water quality; and,

WHEREAS, agricultural activities have been identified as one priority source of bacteria in the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts and other coastal watersheds; and,

WHEREAS, the Subrecipient provides local expertise, outreach, and technical assistance to landowners with agricultural operations to support the development and implementation of farm plans that are designed to protect water quality in drainages to coastal waters; and,

WHEREAS, the most efficient use of resources is to have the Subrecipient supplement its technical assistance and outreach programs consistent with the specific needs of the Whatcom County PIC program as described in Exhibit A to help improve and protect water quality in the Drayton Harbor, Birch Bay, and Portage Bay Shellfish Protection Districts and other coastal watersheds discharging to shellfish beds; and,

WHEREAS, Whatcom County has received grant funding from the Washington State Department of Health (DOH Interagency Agreement GVL28189-0) to adapt the successful Whatcom County PIC program which includes funding for Subrecipient staff to conduct data coordination and non-dairy agriculture technical assistance and outreach activities; and

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

NOW THEREFORE, the Subrecipient and County agree as follows:

- I. *Purpose:* The purpose of this agreement is to set the terms whereby the County will make available funds to the Subrecipient so that the Subrecipient will implement the data coordination and non-dairy agriculture technical assistance and outreach components of the PIC program as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this agreement.
- III. *Whatcom Conservation District Responsibilities:* The Subrecipient hereby agrees to conduct the work described in Exhibit A attached hereto.
- IV. *Whatcom County Responsibilities:* The County hereby agrees to reimburse the Subrecipient, not to exceed the total budget amount allocated to the Subrecipient as shown in Exhibit B attached hereto, for the costs associated with providing and performing the services stated.
- V. *Payment:* Subrecipient shall submit itemized invoices in a format approved by the County in accordance with the requirements of Exhibit B. The County will compensate the Subrecipient for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This Agreement shall be effective for services performed from July 1, 2023, through December 31, 2025, regardless of date of signature.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the Whatcom County Public Works (WCPW) Department Director and the Subrecipient District Manager or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- X. *Modifications:* This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to

interpretation and performance. The venue of any action arising here from shall be in the Superior Court of the State of Washington in and for Whatcom County.

XII. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

XIII. *Special Terms and Conditions:* This Agreement is funded by a contract between Washington State Department of Health (DOH or Department) and Whatcom County (DOH Contract GVL28189-0). The following terms and conditions from the DOH contract apply to this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RISK ASSESSMENT: Shall mean (2 CFR 200.332(b)) the County is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate sub-recipient monitoring, which may include consideration of such factors as:

- The sub-recipient's prior experience with the same or similar sub-awards;
- The results of previous audits including whether or not the sub-recipient receives a Single Audit in accordance with Subpart F-Audit Requirements of this part, and the extent to which the same or similar sub-award has been audited as a major program;
- Whether the sub-recipient has new personnel or new or substantially changes systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the sub-recipient also receives Federal awards directly from a Federal awarding agency).

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

- Encryption is selected and applied using industry-standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key, or other means to decipher the information is protected from unauthorized access.

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

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

SPECIFIC CONDITIONS:

- A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with (2 CFR 200.207) paragraphs (b) and (c) of this section, under the following circumstances:

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

SUBCONTRACTING: The Subrecipient shall not enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH and the County.

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

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

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to

Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

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

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

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

In addition, Subrecipient is subject to all applicable grant requirements described in Exhibit C. Contract Information, Exhibit D. EPA Terms and Conditions, Exhibit E. Federal Compliance and Standard Federal Certifications and Assurances, and Exhibit F. Federal Assurances-Non Construction Programs. Subrecipient shall sign the 1) Federal Compliance and Standard Certifications and Assurances and 2) Federal Assurances-Non-Construction Programs documents.

- XIV. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XV. *Recordation:* Recordation: Upon execution of this Agreement, and prior to its entry into force, Whatcom County shall file a copy of it with the office of its County Auditor or alternatively list it by subject on its website or other electronically retrievable public sources, pursuant to the requirements of RCW 39.34.040.

- IV. *Performance:* The parties agree to satisfy all aspects of this agreement in a timely and professional manner. The Subrecipient shall notify the County as soon as problems, delays, or adverse conditions become known that will materially impair its ability to meet the deliverables described in Exhibit A.

- V. *Audit and Inspection:* The County and Subrecipient shall maintain records pursuant to this agreement in accordance with generally accepted accounting principles and practices consistently applied. Records shall be subject at all reasonable times to inspection and audit and State auditor. The County and Subrecipient shall preserve and make such records available to said parties until expiration of six (6) years from the date of final payment under this agreement.

- VI. *Rights and Remedies:* In no event shall a making by the County of any payment to the Subrecipient constitute or be construed as a waiver by the County of any breach of covenant or any default that may then exist on the part of the Subrecipient. The making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any of the County's rights, which are hereby expressly recognized, to recover payments or portions thereof, to which the Subrecipient has not entitled under this agreement, or where any payments were made by mistake, or to pursue any other remedy available to the County in respect to breach or default of this agreement.

This agreement shall not relieve the County or the Subrecipient of any obligation or responsibility imposed by law except that performance pursuant to this agreement may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the County or the Subrecipient by law.

- XVI. *Insurance Requirements:* Subrecipient shall carry for the duration of this Agreement insurance with the coverage and limits as follows:

- A. Commercial General Liability (CGL) Insurance

Property damage	\$500,000.00 per occurrence
General Liability & Bodily Injury	\$1,000,000.00 per occurrence
Annual Aggregate	\$2,000,000.00

- B. Business Automobile Liability

- \$500,000.00 Minimum, per occurrence
- \$1,000,000.00 Minimum, Annual Aggregate

Subrecipient shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$500,000 per accident. If Subrecipient owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

- C. Additional Insurance Requirements and Provisions

- 1. Subrecipient shall provide County with a certificate of insurance and endorsements required by the Agreement.

2. For the commercial general liability and business automobile insurance, Whatcom County Flood Control Zone District shall be named as an additional insured (See last paragraph of this section below for additional terms).
3. Subrecipient's insurance shall be primary and non-contributory, and shall waive all rights of subrogation against Whatcom County and its coverage. Whatcom County's insurance shall not serve as a source of contribution.

In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

- XVII. *Miscellaneous:* No obligation in this Agreement shall limit the Subrecipient in fulfilling its responsibilities otherwise defined by law. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.
- XVIII. *Signatures:* The undersigned representatives accept the provisions of this Agreement. This Agreement shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2023.

WHATCOM CONSERVATION DISTRICT

Brandy Reed, District Manager Date

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

Recommended for Approval:

Elizabeth Kosa, Public Works Director Date

Approved as to form:

Christopher Quinn, Senior Civil Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

EXHIBIT A - SCOPE OF WORK
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance

PROJECT DESCRIPTION

The Whatcom County Flood Control Zone District (County) has received grant funding from the Washington State Department of Agriculture (DOH Interagency Agreement GVL28189-0) to adapt the Whatcom County Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots impacting areas with shellfish harvest closures or declining water quality.

The purpose of this subrecipient agreement is to provide data coordination and non-dairy agriculture technical assistance and outreach for the Whatcom County PIC program. As a subrecipient of this grant funding, the Whatcom Conservation District (WCD) will complete components of the grant scope of work including water quality data coordination and database management, non-dairy agriculture community outreach and engagement, and non-dairy agriculture technical assistance. Details of each of these activities are provided below.

Task 1: Program Management and Data Coordination (DOH Grant Task 3)

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

Provide a data coordinator (0.75 FTE for 24 months), to manage the WCWP water quality database and online map of preliminary water quality data and provide other data support to WCWP partners, transboundary efforts, and community groups in the PIC areas. Compile, manage, share, and analyze WCWP data to guide water quality improvement. WCD staff will upgrade the water quality database and a contractor will be hired to improve online data visualization.

- The data coordinator will support the efforts of the 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 and analysis of data for critical environmental conditions.
- The data coordinator will participate in PIC field staff meeting with WCWP partners (bi-weekly), PIC managers meetings (as needed), WCWP Core Team meetings (quarterly or as needed), Shellfish Protection District Advisory Committee meetings (quarterly) and other staff meetings as needed to help with program coordination.
- The data coordinator will work with County staff to evaluate data for water quality hot spots and critical environmental conditions to help develop seasonal strategies and participate in the development and tracking of the monitoring component of seasonal strategies.

- The data coordinator will provide assistance to develop a QAPP for the data analysis work performed through this scope of work and complete annual QAPP review.
- 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 the County for DOH review prior to the event.
- The data coordinator will seek pre-approval for and 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.

Task 1 Deliverables and Timelines:

- Monthly invoices submitted by the 10th of the following month with summaries of Task 1 activities including:
 - Meetings and coordination activities
 - Managing the WCWP water quality database and online map of preliminary water quality results
 - Providing data support for WCWP partners, transboundary efforts, and community groups
 - Database and data visualization improvements.
- Quarterly progress reports summarizing data management activities as described in Task 1 submitted by:
 - January 5 (October-December report)
 - **March 22** (January – March report with estimates for March)
 - July 5 (April - June report)
 - **September 21** (July – September report with estimates for September)

*** Dates in bold are required for grant FEATs reports due April 1 and October 1.**
- Regularly updated database and online map with water quality data from WCWP Partners
- Copies of presentations
- In cooperation with County and WCWP staff, create an improved water quality results database and Whatcom Clean Water Program water quality dashboard with visualization tool development by December 2025
- In cooperation with County and WCWP staff, evaluate data and critical environmental conditions to help develop fall/winter 2023 and 2024 seasonal strategies.

Task 2 Small Farm Community Outreach and Engagement (DOH Grant Task 4)

Provide non-dairy agriculture community outreach and engagement assistance through farm workshops and the annual Farm Expo event. Continue to engage community members in long-term stewardship behaviors addressing diverse and dispersed non-point bacteria pollution sources from non-dairy agricultural activities. The workshops and Farm Expo will include messages and tools for addressing bacteria sources.

Per EPA Programmatic Condition E, 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-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

- The WCD will coordinate and host at least 10 small farm workshops 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.
- The WCD will provide information about incentives, rebates, small grant and other financial assistance programs at workshops.
- The WCD will provide records of landowners/operators/residents that participate in small farm workshops to WCPW to assist with implementation of the small farm improvement rebate program.
- The WCD will coordinate and host two Whatcom Farm Expo events.

Deliverables and Timelines:

- Monthly invoices submitted by the 10th of the following month with summaries of Task 2 activities including:
 - Farm Series workshops
 - Farm Expo events
- Quarterly progress reports summarizing small farm community outreach and engagement activities as described in Task 2 submitted by:
 - January 5 (October-December report)
 - **March 22** (January – March report with estimates for March)
 - July 5 (April - June report)
 - **September 21** (July – September report with estimates for September)

*** Dates in bold are required for grant FEATs reports due April 1 and October 1.**
- Host 10 farm workshops) by October 2025.
- Host an annual Whatcom Farm Expo in March 2024 and March 2025.
- As needed, submit draft outreach materials to the County for DOH review at least two weeks before they need to be finalized/used.
- Record of participants for each small farm workshop for rebate program.

Task 3 Landowner Engagement through Non-Dairy Agriculture Technical Assistance (DOH Grant Task 5)

Provide non-dairy agriculture technical assistance and financial assistance programs that lead to behavior changes to reduce fecal bacteria pollution. Provide farm planners (2.0 FTE for 24 months) to provide technical assistance to non-dairy landowners and operators with agricultural operations. Technical assistance will include assessments and farm plan development for new clients as well as ongoing support for established clients.

- WCD staff will support the efforts of the WCWP.
- WCD staff will participate in PIC field staff meeting with WCWP partners (bi-weekly), PIC managers meetings (as needed), WCWP Core Team meetings (quarterly or as needed),

Shellfish Protection District Advisory Committee meetings (quarterly) and other staff meetings as needed to help with program coordination.

- WCD staff will work with WCWP partners to help develop seasonal strategies focused on non-dairy agriculture landowner engagement.
- The WCD will provide technical assistance for non-dairy agricultural operations through site assessments, development of farm plans, and on-going support to landowners implementing Best Management Practices (BMPs). BMP cost-share options will be described and offered as available. The WCD receives referrals from all WCWP partners and offers services in Spanish.
- 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.
- WCD staff will help landowners receive small farm rebates. To be eligible for a small farm rebate, a landowner/operator must have a WCD site visit and/or attend a WCD farm workshop. Small farm rebates are: up to \$300 for heavy use area materials, barn gutters, and downspouts, or fencing. The rebate program may be expanded by the County and WCD to include cover crop seed if other funding sources become unavailable.
- The County 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. The County and WCD will work with other WIDs to engage landowners as well.
- 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.

Deliverables and Timelines

- Monthly invoices submitted by the 10th of the following month with summaries of Task 3 activities including:
 - Meetings and coordination activities
 - Landowner/operator contacts (new and ongoing)
 - Soil tests and tarps distributed
- Quarterly progress reports summarizing non-dairy agriculture technical assistance activities as described in Task 3 submitted by:
 - January 5 (October-December report)
 - **March 22** (January – March report with estimates for March)
 - July 5 (April - June report)
 - **September 21** (July – September report with estimates for September)

*** Dates in bold are required for grant FEATs reports due April 1 and October 1.**

 - Quarterly reports will include the following summarized by watershed focus areas:
 - number of landowners/operators receiving technical assistance (new and ongoing) (target = 160)
 - number and type of pollution sources identified
 - number of new or updated farm plans (target = 120)
 - number of BMPs installed
 - number of soil tests and tarps distributed

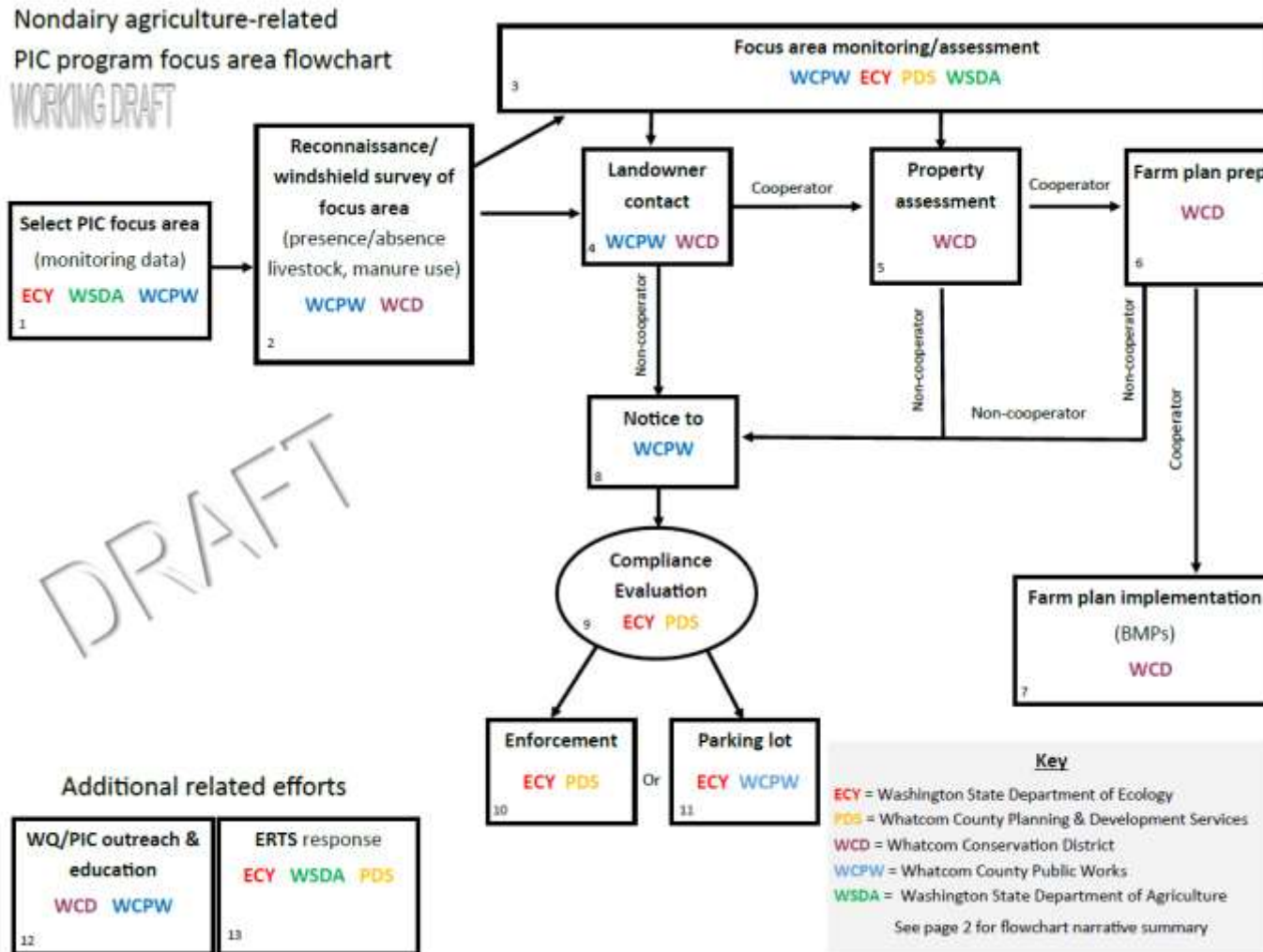
Task 4 Subrecipient Monitoring

The County is required to complete an annual site visit to evaluate the WCD's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of this sub-recipient agreement as a condition of the grant funding from the Washington State Department of Agriculture (DOH Interagency Agreement GVL28189-0). See subrecipient agreement clause XIII, Special Terms and Conditions, Risk Assessment. The County will request documentation to complete subrecipient monitoring at least 15 business days before a site visit.

Deliverables and Timelines

- Complete an annual site visit with County staff by May 2024 and May 2025.
- Provide documentation requested for subrecipient monitoring.

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- BUDGET
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the Subrecipient 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 **\$773,332**. 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. Subrecipient certifies that all personnel charging to this Agreement are program personnel and are not also included in the Subrecipient's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the Agreement, unless otherwise agreed upon in writing, will be at the Subrecipient's expense.

The Responsible Persons identified in Section VII. of this Agreement may approve budget reallocations between tasks or expense categories through written agreement communicated over email.

Employee Title	Max 2024 Hourly Rate	Estimated 2023 Comp Rate	Task 1	Task 2	Task 3	Task 4	Hours/ Month Est
			Hours Est.	Hours Est.	Hours Est.	Hours Est.	
Planner	\$ 30.55	\$ 43.88			1800		75
Admin	\$ 37.15	\$ 54.75			24		1
CREP Tech/Planner	\$ 37.15	\$ 62.16					
Conservation Planning Manager	\$ 40.73	\$ 64.85			1800		75
CREP Coordinator	\$ 44.30	\$ 75.31					
CREP Outreach Tech	\$ 26.43	\$ 38.08					
Planner	\$ 29.11	\$ 46.31			3505		146
Communication & Outreach Specialist	\$ 27.71	\$ 39.23		223			9
Wetland Specialist	\$ 39.01	\$ 64.08					
Wildfire Resilience Specialist	\$ 30.55	\$ 43.88					
Data Coordinator	\$ 32.09	\$ 47.41	3785				130
HIP Coordinator	\$ 37.15	\$ 55.34					
Research and Conservation Planning Technician	\$ 23.98	\$ 27.25					
GIS Tech	\$ 45.06	\$ 65.10	230		200		18
District Manager	\$ 55.48	\$ 73.86					
Habitat Tech	\$ 26.43	\$ 39.00					
Outreach and Education Manager	\$ 41.18	\$ 68.95		96			4
Scientist	\$ 32.09	\$ 45.70					
	Salary/Benefits		\$ 194,435.38	\$ 15,384.62	\$ 372,358.46		
	Overhead 30%		\$ 58,330.62	\$ 4,615.38	\$ 111,707.54		
	Salary/Benefits + Overhead		\$ 252,766.00	\$ 20,000.00	\$ 484,066.00		
	Supplies/ Rental			\$ 5,000.00	\$ 2,000.00		
	Training		\$ 1,500.00				
	Travel				\$ 8,000.00		
	TASK TOTALS		\$ 254,266.00	\$ 25,000.00	\$ 494,066.00	GRAND TOTAL	\$ 773,332.00

Exhibit C. CONTRACT INFORMATION
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance

	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-01J89801-1
4	Federal Award Date	05/31/2022
5	Start and End Date of the contract: Found in the "Term" section of the contract.	07/01/2023-12/31/2025
6	Amount of Federal Funds Obligated by this action:	\$773,332
7	Total Amount of Federal Funds Obligated to the subrecipient by Whatcom County for this subaward (per funding source):	\$773,332
8	Total Amount of the Federal Award to Whatcom County:	\$1,478,994
9	Project description as listed on the FFATA form:	This project will adapt the successful Whatcom County Pollution Identification and Correction (PIC) Program to address fecal bacteria sources during critical environmental conditions and in hot spots still impacting areas with tribal, commercial, or recreational shellfish harvest closures or declining water quality.
0	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)	Ingrid Enschede
13	Contact information for awarding official-General Contact:	iensched@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: Does the subrecipient have an approved indirect rate? If your contract allows indirects, you must use the subrecipient’s approved indirect rate. Indirect rates approved by DOH are posted on the DOH Grant website.	Yes- 30%
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 (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 – EPA TERMS AND CONDITIONS
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance

Administrative Conditions

1. National Administrative Terms and Conditions General Terms and Conditions

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

The subrecipient agrees to comply with the current EPA general terms and conditions available at:

https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

[https://www.epa.gov/grants/grant-terms-and-conditions#general.](https://www.epa.gov/grants/grant-terms-and-conditions#general)

Programmatic Conditions

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

A. Semi-Annual Performance Reports

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

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons why established goals were not met, if appropriate;
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the NEP contract manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the NEP contract manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the

outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the NEP contract manager on the FEATS form provided by the NEP administrative assistant and shall be uploaded to the NEP subrecipients Sharepoint page. The subrecipient agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons for slippages if established outputs/outcomes were not met;
3. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

B. Final Performance Report

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

C. Program Income – Addition

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

D. Information Collection Requirements

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

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

E. Recognition of EPA Funding

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

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

F. Annual Conferences

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

G. Peer Review

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

H. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <http://www.epa.gov/fem/lab> or a copy may also be requested by contacting the NEP contract manager for this award.

Federal Assistance Agreement Funds Up To \$200,000

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

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre- award demonstration of competency is not practicable.

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

I. WQX Requirement

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

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

J. Riparian Buffers

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

Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery.

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

NEP contact for riparian buffers: Lea Shields, lea.shields@doh.wa.gov.

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

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

L. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

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

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

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

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

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

All Subrecipients.

- a. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- b. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- c. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

d. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

e. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

O. EPA's Substantial Involvement

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

P. Quality Assurance Requirements (2 CFR 1500.11)

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

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

Instructions to Submit Quality Assurance Documents for Review

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

Q. ULO Stretch Goal:

Subrecipients of EPA assistance agreements that include subawards in the approved workplan should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients. EPA encourages the reduction of these unliquidated

obligations (ULOs) by applying the following programmatic term and condition to the FY2021 Strategic Initiative Lead cooperative agreements with subaward projects. Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your NEP Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

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

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

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

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

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

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

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

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

<http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state

policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

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

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

1. The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
2. (1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the NEP Contract Manager and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the NEP Contract Manager. Nothing in this condition requires the subrecipient to contact the NEP Contract Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

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

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

**EXHIBIT E – FEDERAL COMPLIANCE AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance**

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 OMB CIRCULAR			
ENTITY TYPE	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

- 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:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (Subrecipient's) SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE District Manager
Please also print or type name: Brandy Reed	
ORGANIZATION NAME: (if applicable) Whatcom Conservation District	DATE

EXHIBIT F – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance

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.

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

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

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

discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following:
 - (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (b) notification of violating facilities pursuant to EO 11738;
 - (c) protection of wetlands pursuant to EO 11990;
 - (d) evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.);
 - (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.);
 - (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Super circular 2CFR200, Subpart F.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S (SUBRECIPIENT'S) SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE District Manager
Please also print or type name: Brandy Reed	
ORGANIZATION NAME: (if applicable) Whatcom Conservation District	DATE

EXHIBIT G - INSURANCE
Pollution Identification and Correction (PIC) Program
National Estuary Program Funded Technical Assistance

Enduris EVIDENCE OF COVERAGE		
INSURED/PARTICIPANT: Whatcom Conservation District 6975 Hannegan Road Lynden, WA 98264 CERTIFICATE HOLDER: Whatcom County 322 N. Commercial St. Bellingham, WA 98225	MEMORANDUM#: 2023-00-271 EFFECTIVE: September 1, 2022 through August 31, 2023 <i>This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.</i>	
<i>The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.</i>		
COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$2,000,000
<i>Professional Liability</i>	\$1,000,000	\$2,000,000
<i>Personal Liability</i>	\$1,000,000	\$2,000,000
<i>Products – Complete Operation</i>	\$1,000,000	\$2,000,000
AUTO LIABILITY	\$1,000,000	\$2,000,000
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	\$1,000,000	\$2,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
<i>Per Occurrence Aggregate</i>	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>		
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A
CANCELLATION: Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.		
MEMO: <div style="border: 1px solid black; padding: 5px; min-height: 50px;"> Evidence of Member Coverage to contracted party Reference: 2023 Subrecipient Agreement Pollution Identification and Correction Program </div>		
<div style="text-align: center;">  _____ Authorized Representative June 27, 2023 </div>		
 <small>1610 S Technology Blvd, Suite 100 - Spokane Washington – 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875</small>		