

INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE SNOHOMISH CONSERVATION DISTRICT FOR THE LOWER
STILLAGUAMISH RIVER BASIN POLLUTION IDENTIFICATION AND CORRECTION
(PIC) PROGRAM – PHASE IV

Execution through September 30, 2027

This Intergovernmental Services Agreement Between Snohomish County and the Snohomish Conservation District for the Lower Stillaguamish River Basin Pollution Identification and Correction (PIC) Program – Phase IV (this “Agreement”), by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the Snohomish Conservation District, a governmental subdivision of the State of Washington established pursuant to chapter 89.08 RCW (the “District”).

RECITALS

A. The District was formed pursuant to chapter 89.08 RCW, the Conservation Districts Law, to undertake a variety of activities relating to the conservation, responsible use and management of the County’s natural resources; and

B. The District’s boundaries include all unincorporated Snohomish County and portions of the City of Stanwood and City of Arlington; and

C. Snohomish County Surface Water Management (SWM) received National Estuary Program pass-through grant funding from the Environmental Protection Agency and administered by the Washington Department of Health to implement the “Lower Stillaguamish PIC Phase IV” (“DOH Grant”) in the amount of \$670,000. The DOH Grant is attached hereto as Appendix D; and

D. The DOH Grant contemplates that the County, in partnership with the District, will implement innovative ways to identify and correct sources of fecal coliform non-point source pollution in the Lower Stillaguamish River Basin, primarily from on-site sewage systems (OSS), livestock manure, and household pet waste; and

E. The County and the District wish to establish a contractual relationship to implement the activities identified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District agree as follows:

1. DURATION OF AGREEMENT

The term of this Agreement is date of execution through September 30, 2027, (the “Term”) unless terminated sooner as provided herein. The County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter. In the event funding becomes unavailable for work to be performed pursuant to this Agreement, all work shall terminate in accordance with provisions of this Agreement upon the last day of funding.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is for the County to contract with the District for professional services as described in Appendix A, attached hereto and incorporated herein by this reference, related to the DOH Grant.

3. ADMINISTRATION OF AGREEMENT

Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:
Gregg Farris, SWM Director
Snohomish County DCNR
3000 Rockefeller Ave M/S 303
Everett, WA 98201

District’s Initial Administrator:
Linda Lyshall, Executive Director
Snohomish Conservation District
528 91st Ave NE, Suite A
Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

4. ENTIRETY OF AGREEMENT

A. This Agreement constitutes the entire agreement between the County and the District and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the County and the District with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

B. Any revisions or alterations to this Agreement shall be negotiated as an amendment requiring the written approval of both parties.

5. SCOPE OF WORK

- A. The District shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A.
- B. The District will not be required to perform work for the County in excess of work specified in the Appendix A except by mutual agreement in a written amendment to this Agreement.

6. PERFORMANCE

The District agrees to satisfy all aspects of this Agreement, including the Appendices, in a timely and professional manner. The District shall comply with all applicable rules and regulations associated with the use of federal funds in the Lower Stillaguamish River Basin Pollution Identification and Correction (PIC) Program. The District shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement. The District shall comply with any and all conditions, terms, and requirements of the DOH Grant (Contract Number GVL29106-0) attached hereto as Appendix D and incorporated herein by this reference. At any time that the District cannot fulfill its responsibilities under this Agreement, the District shall notify the County thereof in writing, together with an explanation of why said responsibilities cannot be fulfilled. Failure to perform shall be cause for the County to terminate. A decision by the County not to terminate after a failure by the District to meet its responsibilities shall not constitute a waiver of the right to terminate based on such failed responsibility nor a forfeiture of the County's right to terminate in the future.

7. SUBCONTRACTING

- A. The District shall not enter into any subcontracts for any of the work contemplated under this agreement without the prior written approval of the County and Washington State Department of Health. In no event shall the existence of the subcontract operate to release or reduce the liability of the District to the County for any breach in the performance of the District's duties. This clause does not include contracts of employment between the District and personnel assigned to work under this agreement.
- B. The District is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. The District 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 County and Washington State Department of Health or as provided by law.
- C. If, at any time during the progress of the work, the County determines in its sole judgment that any subcontractor is incompetent, the County shall notify the District, and the District shall take immediate steps to terminate the subcontractor's involvement

in the work. The rejection or approval by the County of any subcontractor or the termination of a subcontractor shall not relieve the District of any of its responsibilities under this Agreement, nor be the basis for additional charges to the County.

8. RIGHTS AND RESPONSIBILITIES OF THE COUNTY

A. Monitoring.

- (1) The County shall monitor the performance of the District's work under this Agreement. The County shall examine work product, quarterly reports and invoices submitted by the District, and shall render decisions concerning acceptability of work and payment of invoices. In the event that the District makes a written request for information from the County relative to completion of the District's work, the County shall respond either by providing such information, if available, within a reasonable time period, or by providing a rationale for the County's inability to provide such information.
- (2) Upon the District's submittal of any report, invoice or other information required by the scope of work, the County may accept, reject, request modifications to, or request additions to the work, as the County deems appropriate.

B. Compensation.

- (1) The County will reimburse the District for work accomplished pursuant to this Agreement and Appendix B, attached hereto and incorporated herein by this reference. Reimbursement for such work will not be made until the work is accepted by the County. The hourly rate shall include salary and benefits only. The sum of work performed by the District pursuant to this Agreement shall be invoiced as described in Section 10 of this Agreement.
- (2) The County will compensate the District according to the hourly rates set forth in Appendix B to this Agreement. The District may request an increase in hourly rates, which may be approved by the Director of the Department of Conservation and Natural Resources in their sole discretion, as long as any rate increase would not cause total compensation under the Agreement to exceed **\$171,400**. Any hourly rate increase will be applied prospectively only. Requests for compensation by the District shall consist of an invoice and a progress report. Invoicing requirements are described in Section 8 of this Agreement. The progress report must describe the work completed within the invoice period, and must itemize the District's work with an hourly rate apportioned amongst the various tasks set forth in Appendix A.
- (3) The County will provide reimbursement within thirty (30) days of accepting work detailed in a written invoice, provided the report clearly identifies work performed and costs incurred, and that the work as specified in Appendix A has been accomplished.

- (4) The source of funds for this Agreement is the DOH Grant attached as Appendix D. Such funds shall be used only in fulfilling work specified in Appendix A. If a reduction of funds occurs, the County may unilaterally terminate all or part of this Agreement or may reduce the scope of services detailed in Appendix A.

9. RECOGNITION OF EPA FUNDING

Reports, documents, signage, videos, or other media, developed as part of projects funded by this 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 Washington 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.”

10. INVOICES

The District shall submit all invoices quarterly to:

**Snohomish County Department of Conservation and Natural Resources
Attn: Connie Price, Contract Specialist
3000 Rockefeller Ave., M/S 303
Everett, WA 98201**

Email to (preferred method): SWMContracts@snoco.org

Invoices shall be submitted within thirty (30) days of the end of each of the first three quarters, and within ten (10) days of the end of the last quarter of each calendar year. The quarterly progress report must also be submitted to the Project Manager before said invoices will be paid. Services performed in fulfillment of this Agreement and shall include documentation of time spent on tasks identified in Appendix A. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

11. AUDIT AND INSPECTION

The District shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The District's records shall be available for inspection and audit by the County, the State Auditor, federal auditors, and any persons duly authorized by the parties. The District 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.

12. DELAYS, REVISIONS AND TERMINATION

- A. The County shall have cause to terminate or suspend this Agreement or refuse payments hereunder for failure of the District's work or products to fulfill any requirements of the Appendices, for failure of the District to submit products in a timely fashion, or for any delays, errors or omissions attributable to the District. Failure by the County to terminate or suspend the Agreement, or failure by the County to refuse payment of an invoice, shall not constitute a waiver of the County's right to terminate or suspend or to refuse payment nor a forfeiture of the County's future right to terminate, suspend or refuse payment. At the County's option, all finished or unfinished work products prepared by the District under this Agreement shall become County property, provided the District is compensated as specified in this Agreement and that such products are satisfactory to the County.
- B. The County may terminate this Agreement for a violation of express provisions of this Agreement by the District or for cause. The aggrieved party will give the other party written notice of such violation or failure. 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.
- C. The County may terminate this Agreement at any time without cause by a thirty day (30) written notice to the District. If this Agreement is terminated by the County as provided herein, the District will be paid for services performed prior to the time of termination or work stoppage, whichever comes first, in accordance with the current billing rates, provided that work continues to fulfill all requirements under this Agreement and the Appendices.
- D. The County and District may terminate this Agreement by written, mutual consent of both parties with thirty (30) days' notice to be given by either party unless other timing is mutually agreeable.
- E. This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- F. In the event that 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, the County may terminate the contract, subject to renegotiation under those new funding limitations and conditions.

13. RIGHTS AND REMEDIES

- A. In no event shall any payment by the County to the District constitute a waiver by the County of any breach of covenant or any default that may exist on the part of the District. The making of any such payment by the County while any such breach or

default exists shall in no way impair or prejudice any of the County's rights and remedies, hereby expressly recognized, to recover payments or portions thereof, to which the District was not entitled under this Agreement, where any payments were made by mistake, or to pursue any other remedy available to the County with respect to breach or default of this Agreement.

B. In the event the County withdraws from or terminates this Agreement, the County will not be held liable for any monetary loss incurred by the District due to termination.

14. HOLD HARMLESS

The District agrees to protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the District, its officials, employees and agents in performing this Agreement except for those arising out of the negligence of the County.

15. RELATIONSHIP TO EXISTING LAWS

The laws of the State of Washington shall govern this Agreement. The parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

16. NON-ASSIGNMENT

The District shall not assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent by the County.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Agreement as determined by the County.

18. INSURANCE

The District shall carry for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the District, its agents, representatives, employees or subcontractors. Annual proof of insurance will be submitted to the County. Such insurance shall name the County as an additional insured and shall not be reduced or canceled without thirty days prior written notice to the County.

No Limitation. The District's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the District to the coverage provided by such

insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

The District shall obtain insurance of the types described below:

A. Minimum Scope and Limits of Insurance. The District shall maintain coverage at least as broad as, and with limits no less than:

- (i) General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: Statutory requirements of the state of residency; and
- (iv) Employers' Liability or "Stop Gap" coverage: \$ 1,000,000.

B. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except Workers Compensation are to contain, or be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the District in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Agreement.**
- (ii) The District's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the District's liability to the County and shall be the sole responsibility of the District
- (iv) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) calendar days' prior written notice, has been given to the County.

- (v) Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the District shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

19. INDEPENDENT CONTRACTOR

The District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the District is not entitled to any benefits or rights enjoyed by employees of the County. The District specifically has the right to direct and control the District's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

20. CERTIFICATIONS AND ASSURANCES

By executing this Agreement, the District hereby certifies that it has read and is and will remain in compliance with all of the certifications, assurances, and special conditions set forth in Appendix B, Attachment 1 – Federal Compliance and Standard Federal Certifications and Assurances and Attachment 1 – Federal Assurances – Non-Construction Programs, attached hereto and incorporated herein by this reference.

21. MISCELLANEOUS

- A. No obligation in this Agreement shall limit the District in fulfilling its responsibilities otherwise defined by law.
- B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

IN WITNESS WHEREOF, the County and the District have executed this Agreement as of the date of the last party to sign.

THE COUNTY:

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2024.08.28
11:33:53 -07'00'

County Executive Director

THE DISTRICT:

Linda Lyshall Digitally signed by Linda Lyshall
Date: 2024.07.24
07:59:09 -07'00'

Title:

Approved as to Form Only:

Kisielius, Laura Digitally signed by Kisielius, Laura
Date: 2024.07.11
11:31:02 -07'00'

Deputy Prosecuting Attorney

Approved as to Insurance Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.09.04
10:24:27 -07'00'

Risk Management

APPENDIX A

Scope of Services

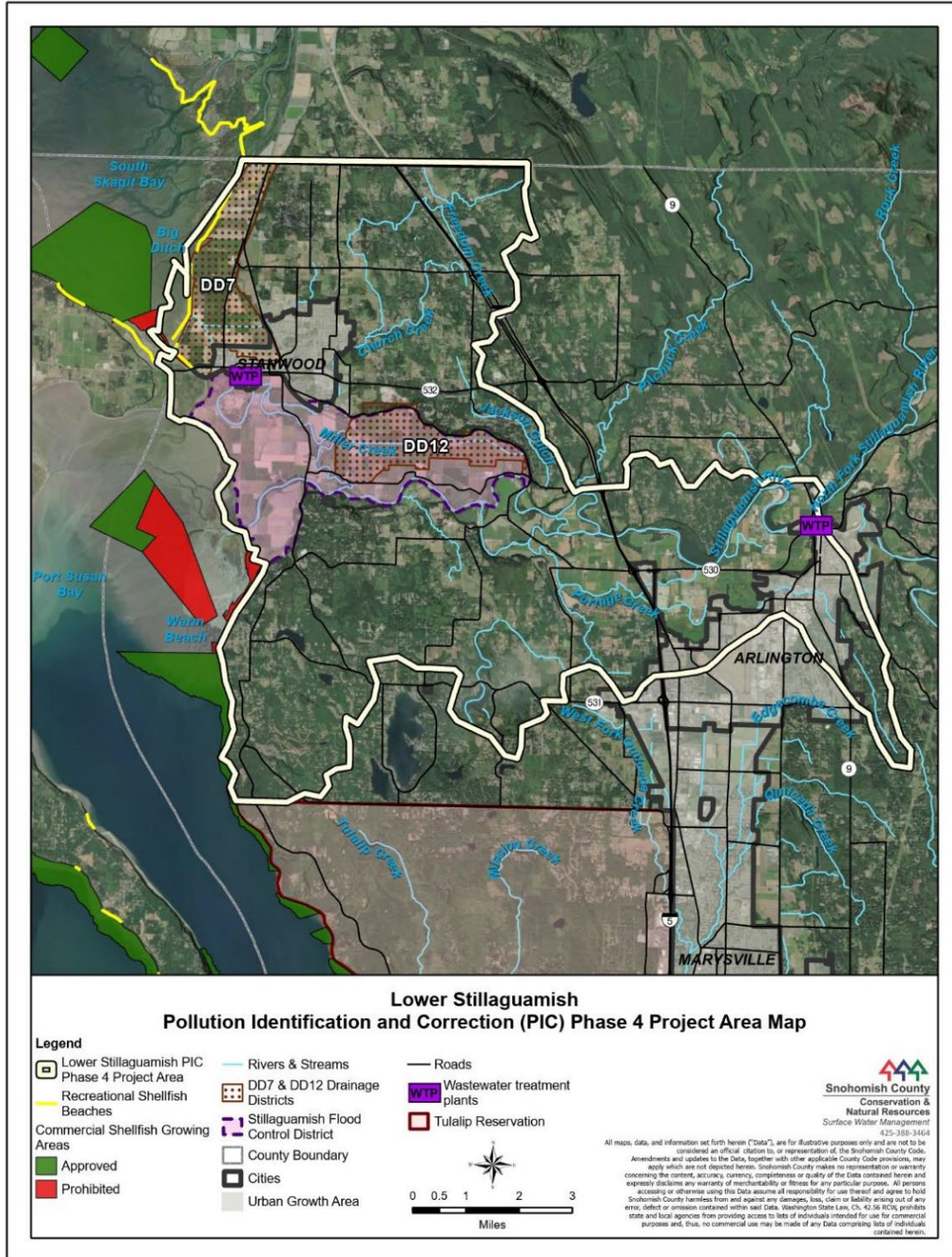
This Scope of Services defines the work to be performed by the District under the Intergovernmental Services Agreement between Snohomish County and the Snohomish Conservation District for the Lower Stillaguamish River Basin Pollution Identification and Correction (PIC) Program – Phase IV (“Agreement”). The Agreement is funded by pass-through grant funding from the Environmental Protection Agency administered by the Washington Department of Health to implement the “Lower Stillaguamish PIC Phase IV” (“DOH Grant”). The DOH Grant is attached to the Agreement as Appendix D. In the event of conflict between the DOH Grant and this Scope of Services, the terms of the DOH Grant govern.

The DOH Grant includes six prescribed tasks:

- Task 1. Project Development,
- Task 2. Project Administration and Reporting,
- Task 3. Inter-Agency Regulatory Compliance Coordination,
- Task 4. Targeted Fecal Pollution Source Tracking,
- Task 5. Technical Assistance, and Education and Outreach for Human and Animal Waste, and
- Task 6. Broader Impacts and Communication

The District is a subrecipient under the DOH Grant and is designated to assist Snohomish County Surface Water Management (SWM) in performing Tasks 2 and 5 as described below. Figure A is a map of the PIC IV project area.

Figure A: PIC IV Project Area Map



1. Task 2: Project Administration and Reporting (\$5,000)

Task 2 of the DOH Grant includes project administration, as well as quarterly progress reports, invoicing, financial reporting, and data reporting.

Pursuant to Task 2 of the DOH Grant, the District will submit the following **deliverables** to Snohomish County within the timelines determined by the SWM project manager as necessary to meet the reporting requirements specified within Task 2 of the DOH Grant:

- a. Submit annual, semi-annual and quarterly data reports to SWM on the status of deliverables for education and outreach, landowner technical assistance, and PIC-related referrals.
- b. Submit quarterly invoicing, and quarterly and semi-annual financial reporting to SWM.
- c. Submit Final Report information to SWM summarizing methods, results, lessons learned, and recommendations for future work, as necessary to meet grant requirements.
- d. Provide all of the above in compliance with the terms and conditions of the DOH Grant. See Exhibit A of the DOH Grant for federal grant terms and conditions.

2. Task 5. Technical Assistance, and Education and Outreach for Human and Animal Waste (\$166,400)

Task 5 of the grant identifies that SWM and its program partners (including the District) will provide technical assistance and education and outreach programs in an effort to reduce fecal bacteria within the PIC IV Project Area [See Figure A: PIC IV Project Area Map]. Task 5 also includes development of a social marketing campaign strategy by a third-party consultant focused on removing barriers to technical assistance and/or adoption of behaviors to reduce fecal coliform in the Lower Stillaguamish. The campaign strategy will be specifically geared towards livestock owners and on-site septic system (OSS) owners.

Pursuant to Task 5 of the DOH Grant, the District will submit the following **deliverables** to Snohomish County within the timelines determined by the SWM project manager as necessary to meet the reporting requirements specified within Task 5 of the DOH Grant:

- a. Participate in a contract kickoff meeting and participate in quarterly PIC IV Coordination Meetings and Water Quality Subgroup Meetings providing verbal updates at said meetings on the status of technical assistance and education and outreach efforts within the project area. Meeting times and locations will be determined by the SWM project manager.
- b. Assemble and distribute Pet Waste Scoop Kits to ten veterinary clinics in the Stanwood, Arlington and Smokey Point areas. Distribution is to be performed in two stages: 1,000 English language and 60 Spanish language kits in

Spring/Summer of 2025, and 1,000 English language and 60 Spanish language kits Spring/Summer of 2027. SWM will purchase and supply the scoop kit components to the District for assembly, as well as provide a list of veterinary clinics for distribution, including addresses, contact information, and number of kits.

- c. Provide technical assistance to property and business owners in the PIC IV Project Area on the topics of best management practices for reducing livestock waste pollution through site consultations, field investigations, and farm planning assistance.
- d. Provide education and outreach to property and business owners in the PIC IV Project Area on the topics of best management practices for reducing livestock and pet waste pollution.
- e. Conduct presentations and participate in a minimum of six local community events and fairs in the PIC IV Project Area on the topics of best management practices for reducing livestock and pet waste pollution.
- f. Conduct at least two Sound Horsekeeping Workshops in the PIC IV Project Area on the topics of best management practices for reducing animal waste pollution.
- g. Participate in social marketing campaign strategy development meetings with a third-party consultant and PIC partners, as scheduled by the SWM project manager. These meetings will include: an initial kickoff meeting, where the District will provide an overview of barriers it has encountered to the utilization of technical assistance (site consultations, field investigations, and farm planning assistance) and its existing marketing efforts for its pertinent programs; and follow up meetings necessary to provide input on the proposed campaign strategies by the consultant.
- h. Submit developed or updated outreach material(s) demonstrating utilization of the social marketing campaign strategy as appropriate and provide a brief written plan on how the District intends to apply said campaign information to its technical assistance programs.
- i. Assist SWM and PIC IV Program partners in creating outreach material that incorporates updated river modeling with climate change data to help landowners understand the changing river conditions and best land use practices to decrease fecal coliform pollution. SCD will work in an advisory role providing content and support for content development about best land use practices.
- j. Complete all work in compliance with the terms and conditions of the federal grant. See Exhibit A of the DOH Grant for federal grant terms and conditions.

APPENDIX B Contract Budget

Contract Task and Dollar Summary

Task	Contract Amount
1. Task 2: Project Administration and Reporting	\$ 5,000.00
2. Task 5: Technical Assistance and Education and Outreach – Animal Waste	\$ 166,400.00
Contract Total	\$ 171,400.00

District Salary Rates

Position Title	Maximum Hourly Comp. Rate
Administrative/Accounting Assistant	\$77.00
Engineer	\$156.00
Executive Director	\$147.00
Financial Coordinator	\$82.00
IT Administrator	\$89.00
Outreach Specialist/Project Coordinator	\$80.00
Program Director/Project Manager	\$118.00
Resource Planner/Project Manager	\$99.00
Technician / Crew Member	\$66.00

*Rate includes salary and benefits only. The District is responsible for providing deliverables within the contract budget, regardless of internal rate changes authorized by section 8.B.(2) of this Agreement.

Reimbursable project costs for the District include (but are not limited to) the following expenses:

- Copying, Printing and Mailing Costs
- Communication Costs and Workshop Presenter Fees (includes venue rental and fair booth fees and excludes operational costs such as phone or internet services)
- Supplies Directly Related to Project Deliverables
- Public Notices
- Travel Mileage or Parking Fees
- Courier Fees

These expenses will be listed on invoices as task expenses and will be reimbursed based on actual costs. Backup documentation of charges will be required prior to reimbursement.

Vehicle mileage cannot exceed GSA mileage reimbursement rates. As of January 1, 2024, mileage rate for privately owned vehicles is \$.0.67 per mile.

APPENDIX C
US EPA AWARD PC-01J89801

Summary information of federal award with Snohomish County as a sub-recipient:

Subrecipient name: Snohomish Conservation District

- a. Subrecipient's unique entity identifier: CA3LBF7KWND3
- b. Federal Award Identification Number (FAIN): PC-01J89801
- c. Federal Award Date: January 2, 2024
- d. Subaward Period of Performance Start and End Date: Execution of Subaward to September 30, 2027
- e. Subaward Budget Period Start and End Date: Execution of Subaward to September 30 2027
- f. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$171,400
- g. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$171,400
- h. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$171,400
- i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): The proposed scope of work will refine and build upon the actions in the previous Pollution Identification and Correction (PIC) phases. The project will implement innovative ways to identify and correct sources of fecal coliform non-point source pollution in the Lower Stillaguamish River Basin, primarily from on-site sewage systems (OSS), livestock manure, and household pet waste.
- j. Name of Federal awarding agency: Environmental Protection Agency (EPA) administered by Washington Department of Health (WDOH)
- k. Pass-through entity: Snohomish County
- l. Contact information for awarding official of the Pass-through entity: Donald Robinett @donald.robinett@snoco.org; Phone: 425-312-0873
- m. Assistance Listings number and Title: 66.123 Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
- n. Identification of whether the award is R&D: Not applicable.
- o. Indirect cost rate for the Federal award: \$0

APPENDIX D
DOH Grant
Grant Award # GVL29106-0



CONTRACT NUMBER: GVL29106-0	SUBRECIPIENT * <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	FFATA FORM REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

INTERLOCAL AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
SNOHOMISH COUNTY SURFACE WATER MANAGEMENT

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and Snohomish County Surface Water Management, hereinafter referred to as Contractor pursuant to the granted by Chapter 39.34 RCW.

PURPOSE: The purpose of this Contract is to refine and build upon the actions in the previous Pollution Identification and Correction (PIC) phases. The project will implement innovative ways to identify and correct sources of fecal coliform non-point source pollution in the Lower Stillaguamish River Basin, primarily from on-site sewage systems (OSS), livestock manure, and household pet waste.

THEREFORE, IT IS MUTUALLY AGREED THAT:

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

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on *Date of Execution* and be completed on **September 30, 2027**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

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

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

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

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$670,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Consideration includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this

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

Source of Funds:

Federal: \$670,000.00 State: \$0.00 Other: \$0.00 **TOTAL: \$670,000.00**

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

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

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

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

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

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

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

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

The Contract Manager for DOH is:

Name: Megan Schell
Office: EPH / NEP
Agency: Department of Health
Address: PO Box 47824
City, State, Zip: Olympia, WA 98504-7824
Phone: (360) 236-3307

The Contract Manager for the Contractor is:

Name: Gregg Farris
Title: Surface Water Management - Director
Company: Snohomish County Surface Water Management
Address: 3000 Rockefeller Ave., M/S 303
City, State, Zip: Everett, WA 98201
Phone: (425) 312-0873

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

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

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

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

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

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

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

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

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

- A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- C. Wholly or partly suspend or terminate the Federal award.
- D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- E. Withhold further Federal awards for the project or program.
- F. Take other remedies that may be legally available.

NONDISCRIMINATION –

- A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, DOH may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision.

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

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

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

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

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

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

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

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

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

- encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form.

This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:

- Documented access authorization and change control procedures;
- Card key systems that restrict, monitor and log access;
- Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
- Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
- Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
- Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

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

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

SPECIFIC CONDITIONS:

- A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with (2 CFR 200.207) paragraphs (b) and (c) of this section, under the following circumstances:
 - 1. Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
 - 2. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
 - 3. When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
 - 4. When an applicant or recipient is not otherwise responsible.
- B. These additional Federal award conditions may include items such as the following:
 - 1. Requiring payments as reimbursements rather than advance payments;

2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the non-Federal entity to obtain technical or management assistance; or
6. Establishing additional prior approvals.

C. The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:

1. The nature of the additional requirements;
2. The reason why the additional requirements are being imposed;
3. The nature of the action needed to remove the additional requirement, if applicable;
4. The time allowed for completing the actions if applicable, and
5. The method for requesting reconsideration of the additional requirements imposed.

D. Any specific conditions must be promptly removed once the conditions that prompted them have been corrected

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

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

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

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

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

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

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

<p>CONTRACTOR SIGNATURE</p> <p><u>Gregg Farris</u> Gregg Farris (May 9, 2024 21:31 PDT)</p>	<p>DATE</p> <p>May 9, 2024</p>
<p>PRINT OR TYPE NAME</p> <p>Gregg Farris</p>	<p>TITLE</p> <p>Surface Water Utility Director</p>
<p>DOH CONTRACTING OFFICER SIGNATURE</p> <p><u>Brad Halstead</u> Brad Halstead (May 10, 2024 11:54 PDT)</p>	<p>DATE</p> <p>May 10, 2024</p>

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

NOTE: The Contractor’s signature is also required on Attachment 1, Federal Certifications and Assurances (pages 35 and 38).

EXHIBIT A, DOH CONTRACT GVL29106-0
Sub-recipient Statement of Work
Snohomish County Surface Water Management
Period of Performance: Date of Execution through September 30, 2027

Lower Stillaguamish PIC Phase IV

Contract Number: GVL29106
Subrecipient Organization Name: Snohomish County Surface Water Management
Unique Entity Identifier: LG8NG8JNJD83
Washington UBI #: 31304461
Federal Tax #: 91-6001368
Statewide Vendor #: 0002794-17

Subrecipient Contacts:

Grant Manager: Don Robinett, donald.robinett@co.snohomish.wa.us, 425-312-0873,
3000 Rockefeller Ave., M/S 303 | Everett WA 98201
Grant Admin: Michele Anton, Michele.Anton@co.snohomish.wa.us, 425-388-3082,
3000 Rockefeller Ave., M/S 303 | Everett WA 98201
Fiscal Office: Michele Anton, Michele.Anton@co.snohomish.wa.us, 425-388-3082,
3000 Rockefeller Ave., M/S 303 | Everett WA 98201
Authorized Contract Signatory: Gregg Farris, GFarris@co.snohomish.wa.us, 425-388-6454
3000 Rockefeller Ave., M/S 303 | Everett, WA 98201

Shellfish Strategic Initiative Lead (SSIL) Contacts:

Contract Manager: Megan Schell, megan.schell@doh.wa.gov, 360-236-3307
Contract Admin: Theo Jones, theo.jones@doh.wa.gov, 360-236-3355

Effective Date: DOE
Expiration Date: 9/30/2027
Not to Exceed: \$ 670,000

Contract Number	GVL29106
FFY Funding Year	2023
Strategic Initiative	Shellfish
Vital sign links	Shellfish
Implementation Strategy alignment	Shellfish
Amount of dollars leveraged	\$0
Number of positions supported	16
Project Location: Latitude/Longitude	Latitude 48°13'15.95"N / Longitude 22°17'44.74"W

OVERVIEW

Investment categories A, B and C will be addressed from the Request for Proposal (RFP) via a multi-agency and tribal cross-collaboration approach. We will review lessons learned from the previous Pollution Identification and Correction (PIC) phases to adaptively manage the next phase. Objectives are to:

- Sample up to five new short-term storm event-based surface water quality monitoring locations for parameters such as fecal coliform, E.coli, ammonia, and potassium;
- Conduct stormwater sampling to identify sources of fecal pollution;
- Conduct follow-up targeted fecal source tracing;
- Enhance multi-agency field investigations to correct fecal pollution from livestock, human and pet waste through education and outreach, technical assistance and progressive enforcement;

- Increase climate change impact awareness and education by incorporating UW Climate Impact Group (CIG) river modeling to develop outreach materials on flood resiliency and land use management;
- Contract a social marketing firm to use the results from a Washington State University Social and Economic Sciences Research Center (WSU SESRC) social behavior marketing study (funded outside this grant) to develop a marketing campaign strategy and messaging to increase use of technical services, and adoption of behaviors to reduce fecal coliform pollution;
- PIC program partners will utilize the campaign strategy and messaging to update technical service and/or educational outreach materials, as feasible, in an effort to increase usership of services and adoption of BMPs, as well as raise awareness of fecal coliform pollution;
- Host a workshop to discuss the seasonal influence of geese, swans, ducks, or other waterfowl on elevated fecal coliform in Port Susan, and present the results of this workshop at PIC forums; and
- Support cross-program and jurisdiction coordination and information sharing.

The key outcomes expected are:

- Decrease fecal bacteria pollution into local waterways;
- Have landowners implement best management practices to prevent fecal coliform from entering the waterways;
- Have landowners conduct proper maintenance and repair on their on-site septic systems (OSS);
- Reduce fecal coliform pollution numbers in the commercial shellfish beds in Port Susan Bay; and
- Prevent any further downgrades of commercial shellfish beds within Port Susan and South Skagit Bay.

Currently, about 1,041 acres of commercial shellfish beds are closed to commercial harvesting due to high fecal coliform. Conducting the various tasks in PIC IV is intended to improve water quality, decrease fecal coliform pollution, and improve the status of commercial shellfish beds in Port Susan Bay.

The proposed scope of work for PIC IV will refine and build upon the actions in the previous PIC phases. Snohomish County Surface Water Management (SWM), in partnership with the Snohomish Conservation District (SCD), Snohomish County Health Department (SCHD) and their Savvy Septic program, Washington State Dept of Ecology (ECY), Washington State Dept of Agriculture (WSDA), an on-call water quality consultant, and the Stillaguamish Tribe, will implement innovative ways to identify and correct sources of fecal coliform non-point source pollution in the Lower Stillaguamish River Basin, primarily from on-site sewage systems (OSS), livestock manure, and household pet waste. Working together to identify, investigate, educate, and provide technical assistance to landowners to correct fecal bacteria pollution will have positive impacts on the Port Susan Bay commercial shellfish growing beds. PIC IV will cover the same geographic area as PIC III: the Lower Stillaguamish Watershed west of Arlington, Skagit Flats and Church Creek subbasins north of Stanwood, and the Portage Creek and Port Susan Drainage subbasins south and west of Silvana.

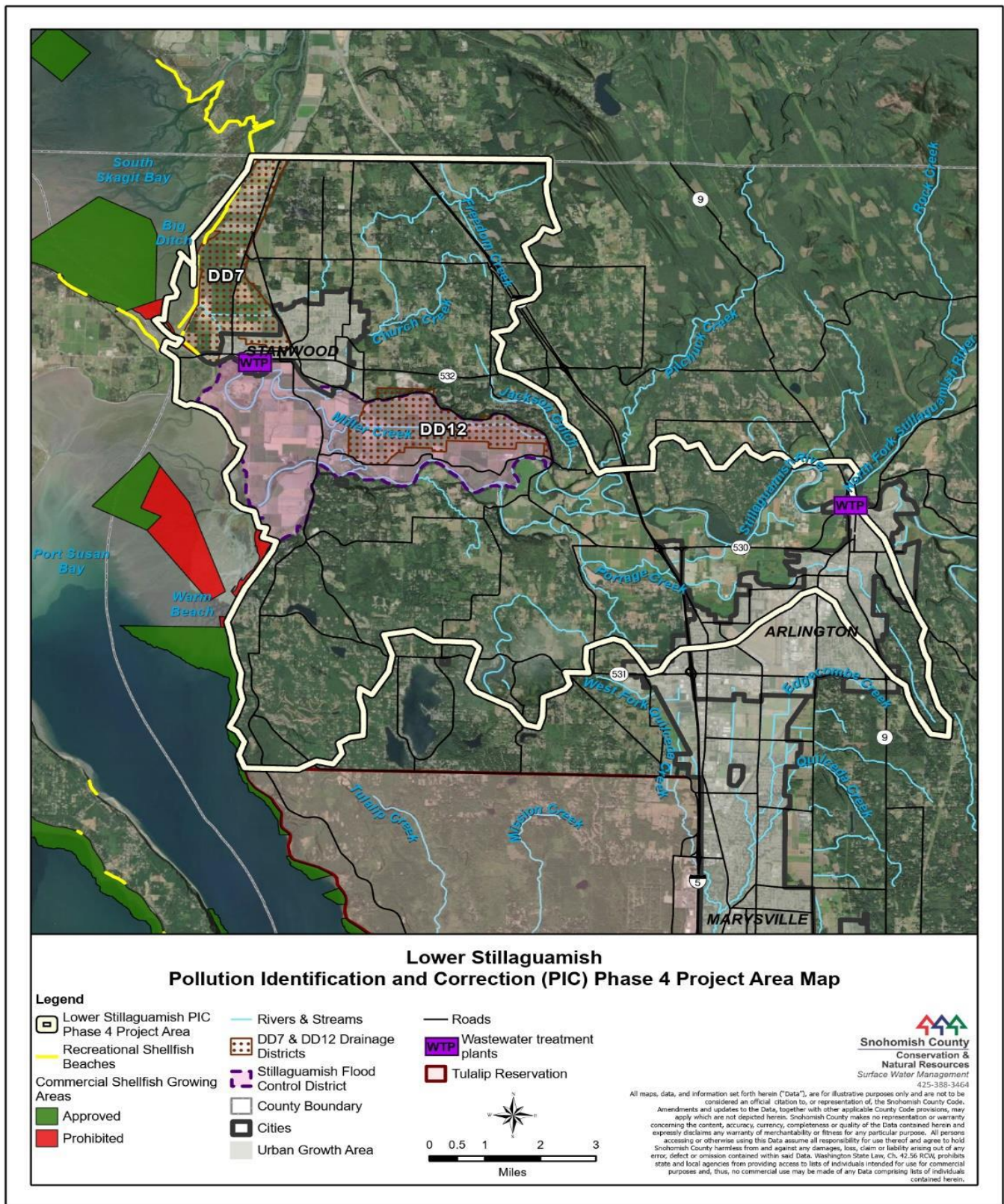


Figure 1: Proposed PIC IV Project Area

Over 1,000 acres of Port Susan Bay shellfish beds are classified as “prohibited” and are closed to harvesting. The status of the shellfish harvest in South Skagit Bay will likely be listed as “threatened” in WDOH’s pending 2024 Threatened Growing Areas List due to the presence of high levels of fecal coliform bacteria. Since 2014, the Lower Stillaguamish

Pollution Identification and Correction (PIC) programs have worked to locate and correct potential sources of fecal bacteria contamination of the Lower Stillaguamish River, provide technical assistance, educate the local communities about how and why it is important to properly manage manure, ensure proper maintenance of OSS, and properly dispose of pet waste to keep fecal matter out of our local waterways. The most recent downgrade occurred in 2021 when 183 acres near the mouth of the Stillaguamish River exceeded the marine water quality standards for fecal coliform. While the Port Susan Bay commercial shellfish growing area was moved to an inactive status in January 2022, the most recent Washington State Department of Health (WDOH) survey did not result in any downgrades in Port Susan Bay, and South Skagit Bay showed improvement and as a result its status is currently not listed as threatened based on the 2022 calendar year data.

While downgrades occurred, there were several successes during PIC I-III. One common theme throughout PIC I – PIC III is the barrier partners faced engaging and interacting with landowners to provide technical assistance and/or education and outreach related to fecal coliform from livestock manure, OSS, and pet waste. One recommendation from PIC III is to conduct a social behavior marketing study to better understand the barriers landowners face with engaging the partners, and to create behavior change outreach campaigns and materials based on those findings. Understanding the barriers will also provide more opportunities for technical assistance. To that end, PIC IV Program Partners (SWM, SCHD and SCD) have agreed to jointly fund a social marketing study conducted by WSU SESRC funded outside of this grant. The study will gauge awareness of the fecal coliform pollution and identify barriers to using technical services and adopting BMPs. A social marketing firm will be contracted under the grant to utilize the results of the social marketing study to develop a marketing campaign strategy and messaging to increase use of technical services, and adoption of behaviors to reduce fecal coliform pollution in the project area. SWM will ensure underrepresented communities are included in the social behavior marketing study through the WA Environmental Health Disparities Map, findings from SWM’s Vulnerability Assessment and Diversity Equity and Inclusion Outreach Plan, as well as the EPA’s EJScreen tool.

GOALS & MEASURABLE OBJECTIVES

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

Description (e.g., “shellfish beds reopened”)	Units (e.g., “acres”)	Targets (e.g., “number”)
Reduce number of fecal bacteria in Port Susan monitoring stations as demonstrated in 90% percentile column of the State of Classification Annual Report	# of organisms / 100 ml	< # of organisms/ 100 ml as compared to 2024 report
Number of OSS-related water quality concerns identified	OSS failures	Unknown (reported quarterly)
Number of OSS-related water quality concerns corrected	OSS corrections	100%
Number of non-compliant livestock parcels identified in PIC project area	Non-compliant livestock parcels	Unknown (reported quarterly)
Number of non-compliant livestock parcels identified in PIC project area corrected	Non-compliant livestock parcels	100%
Number of outreach events/presentations conducted	Outreach events/presentations	6
Number of vet clinics receiving Pet Waste Scoop kits in 2025 & 2027	# of vet clinics	Unknown (Reported Quarterly)
Number of waterfowl impact workshops and meetings	# of waterfowl workshops/meetings	3

TASKS & DELIVERABLES

Snohomish County Surface Water Management (hereafter referred to as the subrecipient) will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission. The subrecipient will upload deliverables to their contract folder on the Shellfish SIL’s Subrecipient Share Point site, then email Shellfish SIL Administrative Assistant, Theo Jones, theo.jones@doh.wa.gov via email and copy the Contract Manager, Megan Schell, megan.schell@doh.wa.gov. Invoices will be sent to the NEP Invoices inbox at NEPInvoices@doh.wa.gov. The Contract Manager will provide access to the [Shellfish SIL’s Subrecipient Share Point site](#) where the subrecipient can access the [Shellfish SIL Grant Guidance](#).

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

b. **▶▶ TASK 1. Project Development**

c. **1.1 Quality Assurance Project Plan (QAPP) Development & Updated Pollution Investigation and Compliance Flowchart**

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

The subrecipient is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review the subrecipient must contact the NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis.

- d. SWM will work with PIC program partners to update its existing Pollution Investigation and Compliance Flow Chart. The update will include update of compliance partners on referral list, update of reference guidance documents, and update of thresholds.

e. **1.2 Project Factsheets.**

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

Subtask Number	Deliverable	Task Budget	Target Completion Date
1.1	a. Copy of signed QAPP or QAPP waiver documentation – including minimum standards definitions	Reimbursement up to \$35,000 based on actual costs	a. September 2025
	b. Pollution Investigation and Compliance Flow Chart		f. September 2025
1.2	a. Initial Project Factsheet		a. Due with first quarterly report
	b. Final Project Factsheet		b. 2 weeks prior to contract end date

▶▶ TASK 2. Project Administration and Reporting

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

g. 2.1 Progress Reporting and invoicing

The subrecipient will submit quarterly progress reports by the specified target completion dates.

Quarterly reporting periods are:

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

Progress reports shall include:

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

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

Invoices and supporting documentation will be emailed to NEPInvoices@doh.wa.gov. The subrecipient will submit invoices at least quarterly, but no more frequently than monthly. At the end of the contract period, the subrecipient will submit their final invoice within 60 days of contract expiration. The final invoice will be marked “Final:”. Invoices received more than 60 days after contract expiration may not be eligible for reimbursement.

h. 2.2 EPA FEATS Reporting

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

FEATS Reporting Periods:

April 1 – September 30	Serves as 3 rd quarter progress reporting
October 1 – March 31	Serves as 1 st quarter progress reporting

i. 2.3 Data Reporting

The subrecipients will report additional data requirements as determined by NEP. The subrecipient and the NEP Data and Information Coordinator, Abigail Ames abigail.ames@doh.wa.gov, will determine what data variables will be reported on within 60 days of contract execution. Data reporting will be collected every six months with the FEATS reporting cycle.

2.4 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REPORTING

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

j. 2.5 Water Quality Exchange (WQX) Data Reporting

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

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

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

WQX reporting completed by: Annually by December 31

k. 2.6 Subcontracts and subawards

The subrecipient will execute one subaward for Task 5 - Technical Assistance, and Education and Outreach for Human and Animal Waste and one or more subcontracts (professional services agreements) for Tasks 2 - Reporting, Task 4 - Targeted Fecal Pollution Source Tracking, and Task 5 - Technical Assistance and Education and Outreach for Human and Animal Waste. Selection of subcontractor must comply with applicable provisions of 2 CFR Part 200 and the [EPA Subaward Policy](#). A meeting(s) may be held to clarify the scope, schedule, and deliverables for the subcontract. The subrecipient and subcontractor will execute the contract and hold a kick-off meeting.

Subtask Number	Deliverable	Task Budget	Target Completion Date
2.1	Quarterly progress reporting	Reimbursement up to \$85,000 based on actual costs	Annually on January 15
	(FEATS reporting, Task 2.2 serves as 2 nd and 4 th quarter reporting, annually)		Annually on July 15
2.2	FEATS reporting		Annually April 1 Annually October 1
2.3	Data Reporting		Annually April 1 and October 1 Within 60 days of contract execution Within 60 days of contract execution
	Determination of data needs Data management and sharing plan		
2.4	MBE/WBE Reporting		Annually on October 15
2.5	WQX Data Reporting		At least annually by December 31
2.6	Updates on subcontractor progress as delivered by subcontractor	Per FEATS and Quarterly reporting schedules and as needed	

▶▶ TASK 3. Inter-Agency Regulatory Compliance Coordination

SWM will lead PIC IV efforts in partnership with SCD, SCHD, Department of Ecology (ECY), Washington State Department of Agriculture (WSDA), and the Stillaguamish Tribe. The partnership will meet on a quarterly basis to review water quality data and Investigatory Team results, provide updates on technical assistance or education and outreach conducted, coordinate enforcement efforts, discuss next steps, and have technical working groups when applicable.

Subtask Number	Deliverable	Task Budget	Target Completion Date
3	Semi-annual reports		
	Quarterly meeting summaries		

	Summaries of multi-agency site investigations and progressive enforcement when applicable	Reimbursement up to \$47,000 based on actual costs	Per task 2 progress reporting scheduling
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▶▶ TASK 4. Targeted Fecal Pollution Source Tracking

Building off PIC III mapping work, SWM and partner water quality experts will work with a consultant to analyze partner bacteria data to update the microbial water quality assessment maps which aid in understanding gaps and target areas for data collection. These data include those collected by the County under its Total Maximum Daily Load (TMDL) and State of Water’s Monitoring programs. Based on this analysis, SWM is prepared to sample up to five new short-term storm event-based surface water quality monitoring locations for parameters such as fecal coliform, E.coli, ammonia, and potassium. SWM will purchase Rapid E.coli tests (RCards), an incubator and sampling equipment with grant funds to assist in timely source control investigations and monitoring. SWM will utilize qualified consultants to conduct rainfall event derived stormwater quality sampling. Consultants will go through a competitive process to ensure the most qualified consultant is hired. The consultant will address gaps PIC I - PIC III experienced monitoring stormwater events outside of normal business hours. This provides opportunities to gather bacterial water samples during significant rain events when pollutants run off the land into waterways.

The Stillaguamish Tribe’s Water Quality Program Manager and SWM’s Water Quality Project Specialist IV will lead and be co-advisors to the strategic development of water quality methodology documented in a Quality Assurance Project Plan (QAPP). PIC IV will establish fixed short-term and mobile investigatory sample sites at key locations with public access and private property (with permission) in the study area. Short-term sample results will help identify priority areas for investigatory sampling. During the short-term storm event-based water quality sampling, some of the parameters tested will be: fecal coliform, E. coli, ammonia, and potassium, but will be finalized in the QAPP. Follow-up investigatory sampling will help isolate potential sources of fecal coliform and inform direct outreach and technical assistance to landowners, supporting BMP implementation or potential enforcement actions. The investigatory team will consist of water quality experts from SWM, Stillaguamish Tribe, consultant, ECY, SCHD, and WSDA. Sample site identification, frequency of sampling, and parameter selection will be identified in and carried out in accordance with a QAPP approved by ECY. All water quality results will be reported to the proper database.

Subtask Number	Deliverable	Task Budget	Target Completion Date
4	<ul style="list-style-type: none"> a. QAPP (Task 1.1) b. Microbial Water Quality Assessment Maps c. Data entered in required database d. Final Water Quality Report from contractor 	Reimbursement up to \$108,000 based on actual costs	<ul style="list-style-type: none"> a. September 2025 b. May 2025 c. December 2025, 2026, 2027 d. September 2027

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▶ **TASK 5. Technical Assistance, and Education and Outreach for Human and Animal Waste**

5.1 Technical Assistance

SWM and its program partners SCHD and SCD will provide technical assistance to OSS property owners and livestock business and farm owners in the PIC IV Project Area on the topics of human and animal waste pollution via site consultation, field investigations and farm planning assistance.

SCHD has a Savvy Septic Program with grant funding and PIC IV will partner with this program to provide technical assistance and education and outreach for OSS system owners. The Savvy Septic Program provides tools, incentives and resources for OSS inspections and maintenance. SCHD will provide staff for the water quality investigatory team to provide on-site landowner technical assistance and system file review. SCD will continue ongoing site visits, farm planning, and follow-up with priority areas from the 2020-2021 livestock surveys.

5.2 Education and Outreach – Human Waste

A social marketing firm will be contracted under the grant to utilize the results of the WSU SESRC’s social marketing study (conducted outside the grant) to develop a marketing campaign strategy and messaging to increase the use of technical services, and adoption of behaviors to reduce fecal coliform pollution in the project area. The social marketing contractor will develop of an over-arching campaign and initial messaging targeting OSS owners, and livestock business and farm owners. The campaign and messaging will be designed to raise awareness and promote use of technical services and pollution prevention BMPs. Program partners (SWM, SCD and SCHD) will use the campaign strategy and messaging to update their programs and messaging, as feasible.

SCHD will also provide up to three social media campaigns geared towards OSS and host two open house style workshops to educate landowners on OSS inspection, maintenance and repair requirements, provide opportunities to speak to septic system contractors, learn about the commercial shellfish growing areas in Port Susan and South Skagit Bay and how OSS can impact the commercial shellfish growing areas, if not maintained properly. SCHD will develop an annual newsletter for contractors and conduct two training workshops to ensure they understand procedures and requirements of reporting OSS work.

Draft outreach materials will be provided to WDOH for a minimum two-week review. Materials will be batched when possible and sent to WDOH for review as early as possible.

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.”

5.3 Education and Outreach – Animal Waste

SCD will utilize the social marketing campaign strategy and messaging to develop and/or update outreach material on nutrient management, and how best to provide technical assistance, as feasible. SCD found great success with manure and pasture management through their Sound Horsekeeping workshops and will host at least 2 workshops. SCD will also participate in local community outreach events and fairs to answer questions, distribute educational materials, and discuss technical assistance services available to property owners.

SWM will utilize the social marketing campaign strategy and messaging to develop and distribute the PIC IV brochure, as feasible, and lead pet waste education and outreach efforts focusing on partnerships with vet clinics and kennel operations.

SWM will also develop a Kennel BMP poster utilizing campaign messaging, and conduct BMP training at kennels in the project area, as feasible. The poster will also be made available to the SWM business inspectors to be used as an educational tool during inspections.

SWM will partner with SCD, ECY, SCHD and WSDA to create outreach material/brochure that incorporates updated river modeling with climate change data to help landowners understand the changing river conditions and best land use practices to decrease fecal coliform pollution.

Draft outreach materials will be provided to WDOH for a minimum two-week review. Materials will be batched when possible and sent to DOH for review as early as possible.

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.”

Task Number	Deliverable	Task Budget	Target Completion Date
5.1	<ul style="list-style-type: none"> a. Number of OSS technical assistances b. Number of livestock technical assistances and farm plans (follow up with priority areas from the 2020-2021 livestock surveys). 	Reimbursement up to \$355,000 based on actual costs	Per Task 2 progress reporting scheduling
5.2	<ul style="list-style-type: none"> a. Social marketing campaign strategy and messaging b. 2 OSS open house style workshops c. 2 OSS contractor training workshops d. Annual OSS contractor newsletter e. 3 Targeted social media campaigns for OSS maintenance (depending on findings of study) f. OSS technical review and field investigations/assistance as applicable 		<ul style="list-style-type: none"> a. Summer 2025 b. December 2025 c. December 2026 d. Fall of 2026 e. Fall of 2024, 2025, 2026 f. Per Task 2 progress reporting scheduling
5.3	<ul style="list-style-type: none"> a. Social marketing campaign strategy and messaging b. Cattle/Beef outreach material for target areas c. At least 2 Sound Horsekeeping workshops d. Pet Waste Scoop kits for vet clinics e. Participation in local community events and fairs f. Flood and climate change resiliency outreach material (4,000 count) g. PIC IV brochure (4,000 brochures) h. Kennel BMP poster development and distribution (24 posters) 		<ul style="list-style-type: none"> a. Spring of 2025 b. December 2026 c. Spring and Fall of 2025 and 2026 d. Summers of 2025 and 2027 e. Summer of 2024, 2025, 2026 f. December 2026 g. December of 2026 h. Summer of 2026

▶▶ TASK 6. Broader Impacts and Communication

6.1 Impacts of Overwintering Waterfowl Workshop on Fecal Coliform

The 2005 Stillaguamish River Watershed Fecal Coliform, Dissolved Oxygen, pH, Mercury, and Arsenic Total Maximum Daily Load (Water Cleanup Plan) Submittal Report identified waterfowl as a potential contributing source to fecal coliform pollution in the Stillaguamish. However, Snohomish County has encountered technical and logistical barriers to evaluating the impacts of waterfowl. SWM and its PIC partners propose further examining these issues in a technical workshop and regional meetings.

1. Building off the work done under PIC 3, SWM and PIC partners will host a workshop with technical experts to present available waterfowl monitoring data and discuss topics like:
 - The potential influence of waterfowl on elevated fecal coliform levels and potential impacts to commercial shellfish growing areas.
 - Experiences and concerns stemming from wintering waterfowl, such as Canadian geese.
 - Barriers to monitoring:
 - Access
 - Availability of labs that can test for avian DNA markers.
 - Where do we go from here:
 - Do the impacts found warrant further study?
 - Potential next steps:
 - Potential strategic sample design for future research on avian influences.

2. SWM and PIC partners will also hold up two meetings to discuss:
 - Take aways from the technical workshop:
 - i. Barriers faced in monitoring fecal impacts from waterfowl
 - ii. Lessons learned from initial monitoring efforts
 - iii. Potential next steps

These meetings will be held at both the local and regional level through the North Sound PIC Coordinators Group and Regional PIC Coordinators Meetings.

6.2 Final Report

SWM and its program partners will complete a 1–2-page final report. The final report will summarize methods, results, lessons learned, and recommendations for future work. (DOH will provide a template for the final report.)

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

Task Number	Deliverable	Task Budget	Target Completion Date
6.1	a. 1 Waterfowl Workshop b. 2 Waterfowl Meetings (1 local & 1 regional)	Reimbursement up to \$40,000 based on actual costs	a-b. Spring/Summer 2027
6.2	a. Draft Final Report b. Final Report		a. 30 days prior to contract end b. Upon contract completion

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BUDGET

Category	Amount
Personnel/Salaries (SWM & SCHED)	\$300,000
Fringe Benefits	\$0
Travel	\$0
Equipment (federal definition – anything over \$5,000)	\$0
Supplies	\$17,600
<u>Contracts</u> TBD: 1) On-call water quality monitoring and reporting contract (competitive bid) 2) Social marketing campaign development contract with initial messaging (competitive bid). NOTE: In this document “contractor” refers to the federal definition of a vendor/contractor	\$181,000
Other: 1) Subaward: Snohomish Conservation District (SCD) – Technical assistance and education and outreach focusing on animal waste/farm practices. (subawards include sub-recipient name, amount, and brief description for each)	\$171,400
Total Direct Charges	\$670,000
Indirect Charges (federally approved rate) N/A	\$0
TOTAL – Not to Exceed	\$670,000

If budget revisions are needed to the Overall Budget as shown above and the total cost of the revisions are less than 10% of the contract total, a formal amendment may not be needed but work plan revisions and budget revisions must be submitted to DOH Contract Manager for review and approval prior to implementing any revision.

If the budget revision is >10% of the contract total OR is in a previously unbudgeted category (e.g. if there have not been costs in supplies previously, and the revision is to now include \$ for supplies), a formal amendment is needed.

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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: [EPA General Terms and Conditions effective October 1, 2023 or later](#)

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

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#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.

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B. Final Performance Report

The subrecipient shall submit a final performance report through FEATS, which is due upon 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.

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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

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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.

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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 pre-award 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

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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.

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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.

END OF SECTION

EXHIBIT A, DOH CONTRACT GVL29106-0

**Sub-recipient Statement of Work
Snohomish County Surface Water Management**

Period of Performance: Date of Execution through September 30, 2027

This table includes only active funding sources.

Federal Grant Information Sheet								
Subrecipient/Contractor:		Snohomish County Surface Water Management			DOH Contract Manager:		Contact Information:	
Contract Number:		GVL29106			Megan Schell		dohcon.mgmt@doh.wa.gov	
UEI Number:		LG8NG8JNJD83			Approved Indirect Rate:		N/A	
Period of Performance:		Start Date: DOE	End Date: 9/30/2027		Limiting Indirect Cost Rate:		N/A	
Project Description:		The proposed scope of work will refine and build upon the actions in the previous Pollution Identification and Correction (PIC) phases. The project will implement innovative ways to identify and correct sources of fecal coliform non-point source pollution in the Lower Stillaguamish River Basin, primarily from on-site sewage systems (OSS), livestock manure, and household pet waste.						
Federal Award Identification Number	Federal Award Date	Federal Agency Name	Total Amount of the Federal Award to DOH	CFDA #	CFDA Program Title	Name of Pass-Through Agency	Amount of Federal Funds Obligated by This Action	Total Amount of Federal Funds Obligated for This Funding Source
PC-01J89801	3/31/2023	U.S Environmental Protection Agency	\$18,500,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Washington State Department of Health	\$670,000	\$1,520,000
<p>The information below is included for program awareness and possible inclusion of additional language in the SOW. Remove the language below as necessary and if addressed in the SOW.</p> <p>Certifications and Assurances – all requirements imposed on the subrecipient by the federal awarding agency: The contract boilerplate covers all standard certifications and assurances.</p> <p>Are there any additional requirements imposed by the pass-through entity (DOH) to meet its own responsibilities to the awarding agency? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the “Statement of Work” section of the contract.</p> <p>All subrecipients are required to make their accounting records available and accessible to the awarding agency: This requirement can be found in the “Records Maintenance” section of the contract.</p>								
<p>Closeout Requirements:</p> <p>(1) Submit all final billings within 60 days of the end of the contract (This is required per standard contract language.)</p> <p>(2) Submit all required program reports and deliverables within 60 days (This is required per standard contract language.)</p> <p>(3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements.)</p> <p>(4) Additional DOH program specific contract closeout requirements (If applicable, see statement of work for additional closeout requirements.)</p>								

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

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

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

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

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

Compliance Matrix

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

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

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

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

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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


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

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

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

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

CONTRACTOR’S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  Surface Water <small>Gregg Farris (May 9, 2024 21:31 PDT)</small>	TITLE Utility Director
ORGANIZATION NAME: (if applicable) Snohomish County Surface Water Management	DATE May 9, 2024

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

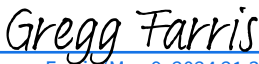
As the duly authorized representative of the contractor, I certify that the contractor:

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

- records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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

CONTRACTOR’S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  <u>Gregg Farris</u> <small>Gregg Farris (May 9, 2024 21:31 PDT)</small>	TITLE Surface Water Utility Director
ORGANIZATION NAME: (if applicable) Snohomish County Surface Water Management	DATE May 9, 2024

Federal Funding Accountability and Transparency Act Data Collection Form

Federal funds that support this agreement between your organization and the Department of Health (DOH) require compliance with the Federal Funding Accountability and Transparency Act (ACT). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

Your organization must have a Unique Entity Identifier (UEI) to comply with the ACT. Contact the System for Award Management (SAM) at www.SAM.gov if you don't know your organization's UEI, or need to get a free UEI. DOH also encourages registration with the System for Award Maintenance (SAM) to reduce data entry by both DOH and your organization. Register with SAM free of charge at <https://uscontractorregistration.com>. DOH will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

SUBRECIPIENT

1. Legal Name Snohomish County Surface Water Management	2. UEI Number LG8NG8JNJD83
3. Principal Place of Performance 3000 Rockefeller Ave. M/S 303	
3a. City Everett	3b. State WA
3c. Zip+4 98201	3d. Country USA
4. Are you registered in SAM? <input checked="" type="checkbox"/> YES (If yes, skip to signature block. Sign, date and return) <input type="checkbox"/> NO (If no, complete section 5)	

5. In the preceding fiscal year did your organization:
- a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
 - b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
 - c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- NO (skip to signature block. Sign, date and return)
 YES (you must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative attests to the information.

Signature of Authorized Representative <u><i>Gregg Farris</i></u> <small>Gregg Farris (May 9, 2024 21:31 PDT)</small>	Print Name Gregg Farris Surface Water Utility Director	Date 05/09/2024
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The Department of Health will not endorse your sub-award until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number

GVL29106

Sub-award Project Description

The proposed scope of work will refine and build upon the actions in the previous Pollution Identification and Correction (PIC) phases. The project will implement innovative ways to identify and correct sources of fecal coliform non-point source pollution in the Lower Stillaguamish River Basin, primarily from on-site sewage systems (OSS), livestock manure, and household pet waste.

Instructions for Sub-award Project Description:

In the first line of the description provide a title for the sub-award that captures the main purpose of the subrecipients work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.