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**AGREEMENT**  
**BETWEEN**  
**CLALLAM COUNTY**  
**AND**  
**JAMESTOWN S'KLALLAM TRIBE**

THIS AGREEMENT is made and entered into by CLALLAM COUNTY, hereinafter referred to as the "COUNTY", and the JAMESTOWN S'KLALLAM TRIBE, hereinafter referred to as the "TRIBE".

**BACKGROUND and PURPOSE**

The COUNTY has received a Washington State Department of Health (DOH) NEP NTA 0319–Pollution Identification and Correction grant (#CLH18239) to continue implementation of the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction (PIC) Project. The purpose of this agreement is to clearly identify the management services and products to be provided by the TRIBE related to this grant project and the corresponding compensation to be provided by the COUNTY. This Agreement mutually benefits the COUNTY and the TRIBE, whereas the TRIBE has experience with water quality monitoring, Geographical Information Science (GIS), data management, and data delivery to STORET, if needed.

**TRIBE AGREES TO:**

Contribute staff and other resources to help the COUNTY fulfill its DOH grant deliverables, particularly under PIC Grant tasks 1 and 2 as described below.

- 1) *Task 1—Project Administration/Management:* The TRIBE will prepare and submit project reports and payment vouchers, administer the project in accordance with grant agreement (which is attached as Appendix I to this Agreement and incorporated herein by reference), and maintain project records. Vouchers for reimbursement will be submitted at least quarterly (but no more frequently than monthly). Progress reports will be submitted quarterly. The TRIBE will assist in the submission of data to EPA's STORET (if necessary), will review and provide guidance on final project reports, and will create maps to support implementation of the PIC Plan.
- 2) *Task 2—Pollution Identification and Correction:* The TRIBE will attend and facilitate project partner meetings (at least quarterly), assist in the selection of the project area, and provide general oversight, guidance, and structure for the PIC Program. The TRIBE will participate in 1-2 public meetings, coordinate with land owners in the project area, assist in the selection of water quality sampling sites, and assist in segmented or targeted water quality sampling to identify sources of water pollution. The TRIBE, in conjunction with Clallam County Health and Human Services, will perform site visits in areas that are suspected sources of fecal coliform contamination.
- 3) Comply with the anti-lobbying provision, as stipulated in the CLH18239 DOH - EPA grant contract Administrative Conditions and set out in Title 40 CFR Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient 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. Additionally Part 30 recipients shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political

activities. The Tribe shall abide by OMB Circular A-87 which prohibits the use of Federal grant funds for litigation against the United States.

- 4) That as a sub-recipient under the COUNTY's CLH18239 DOH grant contract that it and its employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

**COUNTY AGREES TO:**

1. Provide technical support and consultation to the TRIBE including providing data and information to the TRIBE as needed in a timely manner.
2. Reimburse the TRIBE up to but not exceeding \$20,000.00 for the staff time and expertise it provides on the County's PIC Project, components, and tasks described above as long as the County is the recipient of funding from the Washington State Department of Health Pollution Identification and Correction (PIC) Program Contract No. CLH18239.

**TERM OF AGREEMENT** – This agreement shall be effective upon final approved signature, through March 31, 2019, unless terminated earlier pursuant to the provisions of this Agreement.

**TERMINATION** – This agreement may be terminated under the following conditions, provided, the TRIBE will receive payment, as outlined in this Agreement, for all work completed in a satisfactory manner, through the date of termination:

- a) By the COUNTY, if it determines, in its sole judgment that the TRIBE is failing to perform its duties as required under this agreement, after adequate notice of such failure by the COUNTY to the TRIBE, and a reasonable time to cure the failure by the TRIBE;
- b) By the COUNTY, if it is no longer the recipient of funding from the Washington State Department of Health EPA NEP – Pollution Identification and Correction (PIC) Program Contract No. CLH18239.
- c) For the convenience of the U.S. Government, if so requested; and
- d) By the Tribe, if the COUNTY fails to meet its obligations under this Agreement in a timely manner.

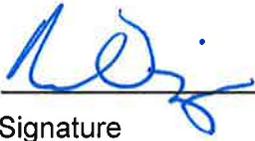
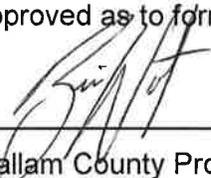
**AMENDMENTS** – This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the authorized representatives of parties' signatory to this agreement.

**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.

**INDEMNIFICATION** – To the fullest extent permitted by law, the TRIBE and the COUNTY shall indemnify, defend, and hold harmless each other, their boards, councils, agents, employees, elected officers, and officials from and against all claims for injuries or death arising out of or resulting from the performance of this agreement. It is the intent of each party that it should be responsible only for the intentional and/or negligent acts of its own boards, councils, agents, employees, elected officials, officers, and/or volunteers.

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 the agreement.

<p><b>CLALLAM County</b></p> <p> <u>1/30/19</u></p> <p>Signature _____ Date</p> <p>Mark Ozias, Chair of the Board of Clallam County Commissioners</p> <p> <u>1/30/19</u></p> <p>Loni Gores Clerk of the Board</p> <p>Approved as to form only:</p> <p> _____</p> <p>Clallam County Prosecuting Attorney</p>	<p><b>Jamestown S'Klallam TRIBE</b> 1033 Old Blyn Highway Sequim, WA 98382 360-683-1109</p> <p> <u>1-5-2019</u></p> <p>Signature _____ Date</p> <p>W. Ron Allen, Chief Executive Officer</p>
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## Appendix I

### Program Specific Requirements/Narrative

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001-0.

### Administrative Conditions

#### **1. General Terms and Conditions - Effective March 29, 2016**

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

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions cited below.

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>

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

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2016, the limit is \$614.48 per day \$76.81 per hour.

**NOTE:** For future years' limits, the subrecipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

#### **3. General Terms and Conditions – Cybersecurity**

The subrecipient agrees to comply with the current EPA general terms and conditions "Cybersecurity".

The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATE: <https://www.epa.gov/grants/state-grant-cybersecurity-condition>

For TRIBE: <https://www.epa.gov/grants/tribal-grant-cybersecurity-condition>

For Other Recipients: <http://www2.epa.gov/sites/production/files/2015-07/documents/cybersecuritygrantconditionforotherecipients.pdf>.

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

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this subaward.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

#### **For State Agencies**

The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

##### Regular Mail

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

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

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

#### **For Indian Tribe**

If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center  
Indirect Cost Services  
U.S. Department of the Interior  
2180 Harvard Street, Suite 430  
Sacramento, CA 95815-3317

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

#### **5. Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE)**

**General Compliance, 40 CFR, Part 33**

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The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

### **MBE/WBE Reporting, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the subrecipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000., including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if subrecipient believes this award does not meet these conditions, the subrecipient must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator.

The subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, subrecipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, subrecipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the subrecipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at <http://www.epa.gov/osbp/dbereporting.htm>.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

### **Six Good Faith Efforts, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-subrecipients, loan subrecipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **Contract Administration Provisions, 40 CFR, Section 33.302**

The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **Bidders List, 40 CFR, Section 33.501(b) and (c)**

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

### Fair Share Objectives, 40 CFR, Part 33, Subpart D

(1) **For Grant Awards \$250,000 or Less**

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the subrecipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the subrecipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

(2) **For Subrecipients Accepting Goals**

A subrecipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some subrecipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Subrecipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Accepting the Fair Share Objectives/Goals of Another Subrecipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The subrecipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: <http://www.epa.gov/osbp/pdfs/r10fairsharegoals.pdf>.

By signing this financial assistance agreement, the subrecipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The subrecipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the subrecipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the subrecipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means **that the subrecipient is not** accepting the fair share objectives/goals of another subrecipient. The subrecipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the subrecipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

(3) **For Subrecipients with Established Goals**

The subrecipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some subrecipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Subrecipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found: <http://www.epa.gov/osbp/pdfs/r10fairsharegoals.pdf>.

#### **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The subrecipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

(4) **For DWSRF, CWSRF and BROWNFIELDS RLF Subrecipients ONLY**  
**Objective/Goals of Loan Subrecipients**

As a subrecipient of an EPA financial assistance agreement to capitalize revolving loan funds, the subrecipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant

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geographic market, or negotiate separate fair share objectives with its identified loan subrecipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The subrecipient agrees that if procurements will occur over more than one year, the subrecipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The subrecipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

(5) **R10 DBE Coordinator and Where to Send Report**

Andrea Bennett at (206) 553-1789 or [email: Bennett.Andrea@epa.gov](mailto:Bennett.Andrea@epa.gov). The coordinator can answer any MBE/WBE reporting questions you may have. MBE/WBE reports should be sent to the EPA Region 10, Grants and Interagency Agreements Unit, 1200 Sixth Avenue, Suite 900, OMP-173, Seattle, WA 98101 or FAX to (206) 553-4957.

### **Programmatic Conditions**

#### **1. 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 DOH Contract Manager and may 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:

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

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

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS). Reports are due at least 30 calendar days after the end of each reporting period. Earlier, but not later due dates may be mutually agreed upon by the Contract Manager and subrecipient in the award document. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the DOH Contract Manager on the FEATS form provided by the Contract Manager and shall be submitted by electronic mail. The subrecipient agrees to submit performance reports that include brief information on each of the following areas:

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

#### **2. Final Performance Report**

The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

#### **3. Program Income - Addition**

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

#### **4. Recognition of EPA Funding**

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

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (subrecipient). The contents of this document do not necessarily reflect the views and policies of the

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Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

### 5. Quality Assurance Requirements (2 CFR 1500.11) (if applicable)

Acceptable Quality Assurance documentation must be submitted within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager and NEP Quality Assurance Coordinator. 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 EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document.

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

Please refer to The Department of Ecology’s website at: <http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html> for guidance and templates. Submit the Acceptable Quality Assurance documentation to Tom Gries at [tgr1461@ecy.wa.gov](mailto:tgr1461@ecy.wa.gov) (NEP Quality Assurance Coordinator) for review with a cc: to [megan.schell@doh.wa.gov](mailto:megan.schell@doh.wa.gov) and [tracy.farrell@doh.wa.gov](mailto:tracy.farrell@doh.wa.gov) (DOH NEP Contract Managers).

Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/ogd/grants/assurance.htm>.

### 6. 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.

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

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

Shellfish Strategic Initiative Quality Assurance Coordinator Contact: Tom Gries at [tgr1461@ecy.wa.gov](mailto:tgr1461@ecy.wa.gov)

### 8. STORET 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 Agency’s Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET 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 WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>

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

### 9. 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

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guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

### 10. International Travel (Including Canada)

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

### 11. Geospatial Data Standards

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

### 12. ULO Stretch Goal

Subrecipients 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.

EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to these assistance agreements

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

A stretch goal for utilization of funds is established. All funds should be spent by 2 years.

#### Stretch Goal

Funds Awarded in FY 2016

(October, 1, 2016-September 30, 2017)

Should all Be Drawn Down by March 2019

### DOH Program Contact (Name, Program Title, Mailing Address, Email Address, Phone & Fax Number)

Megan Schell, Office of Environmental Health, PO Box 47824, Olympia WA 98504-7824; 360.236.3337; [megan.schell@doh.wa.gov](mailto:megan.schell@doh.wa.gov)

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