

INTERLOCAL AGREEMENT
BETWEEN
CLALLAM COUNTY
AND
CLALLAM CONSERVATION DISTRICT

2c
7/25

This Interlocal Agreement is a binding agreement by and between Clallam County, hereinafter called the "COUNTY" and Clallam Conservation District, hereinafter called the "DISTRICT".

BACKGROUND and PURPOSE:

The COUNTY has received a Washington State Department of Health (DOH) EPA NEP – Pollution Identification and Correction grant (#C17104) to continue implementation of the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction Plan (PIC) project. The purpose of this agreement is to clearly identify the services to be performed by the DISTRICT related to this grant project and the corresponding compensation to be provided by the COUNTY.

DISTRICT AGREES:

To contribute staff and other resources to help the COUNTY fulfill its DOH grant deliverables, particularly under PIC Grant tasks 2 and 4 as described below.

- 1) *Task 2—Pollution Identification and Correction:* The DISTRICT shall participate in project partner meetings at least quarterly, report on work performed in a format developed by the project partners, participate in 1-2 public open house events with landowners in the project area, provide input in selection of PIC focus areas, provide input in selection of segmented sampling locations, and provide general recommendations regarding functioning of the PIC Program.
- 2) *Task 4—Agricultural Best Management Practices Technical Assistance:* The DISTRICT will take the lead working with farmers where agricultural practices are suspected to impact water quality in the project area. The DISTRICT shall provide technical assistance to farmers regarding agricultural Best Management Practices, keep project partners apprised of assistance provided, and keep project partners apprised of any referrals to the Washington Department of Ecology (ECY) for enforcement.
- 3) To comply with the anti-lobbying provision, as stipulated in the #C17104 grant contract, as 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 DISTRICT 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 #C17104 EPA 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.
- 6) The DISTRICT shall submit invoices for reimbursement at least quarterly but no more frequently than monthly. Progress reports shall be submitted quarterly.

COUNTY AGREES TO:

Reimburse the DISTRICT in a timely manner following receipt of completed invoices and supporting documentation. The total reimbursement amount shall not exceed \$20,000.

IT IS MUTUALLY AGREED THAT:

Both parties agree to be responsible for the undertaking of this project. No acquisition, holding, or disposal of real or personal property is anticipated for this undertaking.

This Interlocal Agreement may be modified or terminated by written mutual consent of both parties. This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

This Interlocal Agreement shall not relieve either party of any obligation or responsibility imposed upon it by law.

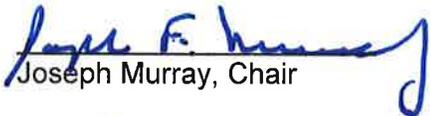
Each party shall protect and hold harmless the other party from and against all claims, suits, or actions arising from any negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this agreement. Each party shall indemnify the other party to the extent of damages, costs, and/or losses to third parties arising from their negligent acts or omissions or that of their employees, agents, and/or authorized subcontractors in performance of this agreement.

Should any part of this agreement be declared invalid by a court of proper jurisdiction, the entire agreement shall be considered null and void.

This Interlocal Agreement becomes effective on the date of the final approved signature and shall remain in effect until March 31, 2019 unless terminated sooner by either the COUNTY or the DISTRICT.

Signed this 25 day of July, 2017.

CLALLAM CONSERVATION DISTRICT
BOARD OF SUPERVISORS


Joseph Murray, Chair

Date: AUGUST 2, 2017

228 W First Street, Suite H
Port Angeles, WA 98362
360.775.3747 x 103
Fax: 360.775.3749

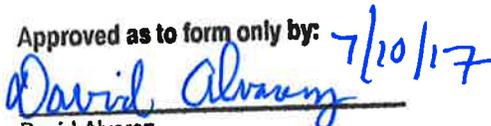
CLALLAM COUNTY
BOARD OF COMMISSIONERS


Mark Ozias, Chair

Date: 7/25/17

223 E 4th Street, Suite 4
Port Angeles, WA 98362
360.417.2233
Fax: 360.417.2493

Approved as to form only by:


David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

ATTEST:


Loni Gores, Clerk of the Board

APPENDIX I – EPA GRANT CONTRACT Administrative and Programmatic Conditions
No. C17104

Administrative Conditions

1. General Terms and Conditions - Effective 03/29/2016

The recipient 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: <http://www2.epa.gov/grants/grant-terms-and-conditions>.

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 recipient 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 recipient 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: <http://www2.epa.gov/sites/production/files/2015-07/documents/stategrantcybersecuritycondition.pdf>.

For TRIBE: <http://www2.epa.gov/sites/production/files/2015-07/documents/tribalgrantcybersecuritycondition.pdf>.

For Other Recipients: <http://www2.epa.gov/sites/production/files/2015-07/documents/cybersecuritygrantconditionforotherrecipients.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 award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the recipient 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 recipient 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 recipient 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 recipient does not have a previously established indirect cost rate, the recipient 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 recipient 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

The recipient 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 recipient or procurement under subwards 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 recipient believes this award does not meet these conditions, the recipient 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 recipient 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, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients 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 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients 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 recipient 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 recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, 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 recipients, 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 recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients 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 recipient 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 recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient 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 Recipients Accepting Goals

A recipient 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 recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient 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 recipient 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 recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient 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 recipient is not** accepting the fair share objectives/goals of another recipient. The recipient 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 recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

3. For Recipients with Established Goals

The recipient 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 recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients 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 recipient'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 recipient 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 Recipients ONLY

Objective/Goals of Loan Recipients

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. 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 recipient agrees that if procurements will occur over more than one year, the recipient 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 recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

R10 DBE Coordinator and Where to Send Report

Andrea Bennett at (206) 553-1789 or **email: 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 recipient 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 recipient 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 recipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the recipient 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 recipient 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 recipient 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 recipient 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 recipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the recipient and shall be added to funds committed to the project by EPA and the recipient, 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 (recipient). 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. 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 (NEP Quality Assurance Coordinator) for review with a cc: to megan.schell@doh.wa.gov and 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, recipient 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 or a copy may also be requested by contacting the DOH Contract Manager for this award.

[Federal Assistance Agreement Funds Up To \\$200,000](#)

Recipient 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](#)

Recipient 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. Recipient 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

8. STORET Requirement

Recipients 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). Recipients 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 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

12. ULO Stretch Goal

Recipients 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 recipients 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; 360.236.3307;

megan.schell@doh.wa.gov

Tracy Farrell, Office of Environmental Health, PO Box 47824, Olympia WA 98504-7824; 360.236.3337;

tracy.farrell@doh.wa.gov