



Hood Canal Coordinating Council

Jefferson, Kitsap & Mason Counties; Port Gamble S'Klallam & Skokomish Tribes

17791 Fjord Drive NE, Suite 118, Poulsbo, WA 98370

PROFESSIONAL SERVICES CONTRACT AGREEMENT BETWEEN HOOD CANAL COORDINATING COUNCIL AND KITSAP PUBLIC HEALTH DISTRICT

THIS AGREEMENT is a subaward and is between Hood Canal Coordinating Council (HCCC), located at 17791 Fjord Drive, NE, Suite 118, Poulsbo, WA 98370, and Kitsap Public Health District (Consultant), with an address of 345 6th Street, Suite 300, Bremerton, WA 98337-1866, and is made effective as of the date signed below by HCCC. HCCC and Consultant are also referred to as the "Parties" and each as a "Party."

The Parties to this Agreement agree as follows:

- 1) **DEFINITIONS.** For purposes of this Agreement, the term:
 - a) "Hood Canal Coordinating Council" means Hood Canal Coordinating Council, also referred to as HCCC, a Washington Corporation, and its members, directors, officers, employees, and agents;
 - b) "Consultant" means the Consultant and its directors, officers, employees, agents, and subcontractors; and
 - c) "Contract Representative" means the person designated below and incorporated by reference, to serve as representative of HCCC and the Consultant for purposes of administration of this Agreement.
- 2) **SERVICES TO BE PERFORMED AND DELIVERABLES.** The Consultant agrees to provide services to HCCC, in accordance with applicable professional standards, as described in Exhibit A and the Funding Source Programmatic Conditions (if any), as described in Exhibit A. No work shall commence under this Agreement until it is fully executed by both Parties.
- 3) **COMPENSATION.**
 - a) Except as provided herein, HCCC agrees to pay Consultant on a monthly basis following receipt of an invoice documenting services rendered and costs incurred, in a manner and amount stipulated in Exhibit A.
 - b) Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement, or as otherwise stated in Exhibit A.
 - i) HCCC may, at its sole discretion, retain up to 10 percent of the amount otherwise due and owing under each invoice until Consultant completes all work described in

Exhibit A, or otherwise authorized by HCCC. HCCC shall notify Consultant of the amount retained and deposit the retained amount in an interest-bearing account. HCCC shall release the amount retained, together with earned interest, not later than 30 days after receipt of a final invoice and acceptance of HCCC of all work authorized.

- ii) HCCC may, at its sole discretion, retain an amount otherwise due and owing under each invoice until Consultant provides HCCC with evidence that the Consultant has paid industrial insurance premiums for its employees and/or is in compliance with state industrial insurance requirements.

c) **Allowable Costs.**

- i) **Travel Expenses.** HCCC agrees to reimburse Consultant up to the amount stipulated in Exhibit A for travel expenses (including per diem) from Consultant's home or principal place of business to meeting sites. HCCC shall reimburse Consultant for travel expenses in accordance with federal travel regulations. Payment for expenses over the category amount will not be honored without prior approval of HCCC's Contract Representative. International travel requires advance pre-approval.
- ii) **Other Expenses.** HCCC agrees to reimburse Consultant for miscellaneous expenses specified in Exhibit A, provided those costs are allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance, 2 CFR Part 200. Any request over the category amount will not be honored without prior approval by HCCC's Contract Representative.

d) **Unallowable Costs.**

- i) Management fees or similar charges in excess of the direct costs are not allowable.
- ii) If Consultant expends more than the amount of its approved budget in anticipation of receiving additional funds, it does so at its own risk. HCCC is not legally obligated to reimburse Consultant for costs incurred in excess of the approved budget.

- e) **Invoice.** Consultant's invoice shall indicate dates of service, a description of work performed, and time spent on that date in providing service under this Agreement. The invoice shall include travel claims for travel expenses incurred by Consultant in connection with performance under this Agreement. The invoice shall provide a progress report describing all activities accomplished for the period being invoiced.

- i) Invoices should be sent to the Accountant at the HCCC address listed below via U.S. Postal Service or email (not both).
- ii) Invoices must be submitted by a representative of the Consultant who has the Consultant's full authority to render such reports and requests for payment and certify to the following at time of submission:
By signing this payment request, I certify to the best of my knowledge and belief that the payment request is true, complete, and accurate. The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the

terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. 18 USC 1001 and 31 USC 3729-3730 and 3801-3812.

- 4) **TERM.** The term of this Agreement commences on the effective date, the date the agreement is signed by the HCCC Executive Director below, and continues until **December 31, 2022** as stipulated in Exhibit A, or until terminated by the Parties. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, HCCC may terminate the contract under the “Term” clause without a notice requirement.
- 5) **SUBCONTRACTING.** Consultant may not subcontract without prior written approval by the HCCC. Additionally, the Consultant is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts.
- 6) **TRAINING.** Consultant acknowledges that no training will be provided to Consultant under this Agreement. Consultant warrants and represents that its personnel are fully trained to perform services required under this Agreement and that additional training provided by HCCC will be unnecessary.
- 7) **BUSINESS LICENSES AND TAXES.**
 - a) Consultant shall, at its own expense, secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorization, and comply with all applicable Federal, State and local regulations.
 - b) Consultant shall be responsible for payment of taxes, insurance and other obligations relating to its performance of services under this Agreement. Consultant shall provide HCCC with verification of its:
 - i) Unified business identifier number from the State of Washington and that its business license is in good standing;
 - ii) Washington State Department of Revenue account and that the account is in good standing;
 - iii) Washington State Labor and Industries account and that the account is in good standing or that the Consultant is exempt from the state’s industrial insurance requirements;
 - iv) Data Universal Numbering System (DUNS) number; and
 - v) Central Contractor Registry (CCR) through SAM.gov.
 - c) All other necessary licenses and permits to perform the work specified in Exhibit B.
- 8) **INDEPENDENT CONSULTANT STATUS.**
 - a) Consultant shall act as an independent Consultant, and in no way shall be considered an employee of HCCC. Consultant is not required to report to HCCC’s offices at any specific

time, except as requested for occasional consultations. HCCC does not have the right to assign any additional projects to Consultant. Consultant shall choose the time and manner for performing each part of the services described in Exhibit A according to its own routines and schedules, independent from HCCC's normal business operations.

- b) Consultant acknowledges that Consultant will not qualify for benefits which may be available if classified as an employee. In the event that the Internal Revenue Service (IRS) successfully asserts that Consultant is not or was not an independent Consultant for any period during the term of this Agreement and reclassifies Consultant as an employee, Consultant agrees to complete, sign and deliver IRS Form 4669 (Employee Wage Statement) to HCCC for any tax period affected. HCCC shall then file the Form 4669 with the IRS (along with IRS Form 4670 "Request for Relief From Payment of Income Tax Withholding") to offset against HCCC's withholding obligation.
 - c) Consultant acknowledges that it will be liable to HCCC for any industrial insurance premiums or any other premiums or fees that HCCC is required to pay on its behalf under RCW 51.12.070, or any other applicable statute, regulation or ordinance, to the State of Washington or local jurisdiction.
- 9) **NON-EXCLUSIVE CONTRACT.** This Agreement is non-exclusive. Consultant reserves the right to perform services for others during the term of the Agreement.
- 10) **MATERIALS AND EQUIPMENT.** Consultant shall provide all materials and equipment necessary to perform its obligations under this Agreement: Provided, however, that Consultant may use office equipment located in the offices of HCCC, as available, and provided however, that if "Other Expenses" have been awarded as part of this agreement, HCCC may purchase said supplies and services on behalf of the Consultant as part of this Agreement. Materials and equipment includes but is not limited to, appropriate safety plans and providing personal protective equipment to employees to address continued performance under the contract where such continued performance can be done in compliance with Federal, State or County Emergency Orders despite the presence of such causes. Any materials and equipment will be indicated in Exhibit A - Scope of Services.
- 11) **INDEMNIFICATION.**
- a) To the fullest extent permitted by law, Consultant hereby indemnifies and holds HCCC harmless from any and all loss, damage, suits, liability, claims, demands or costs, whatsoever, whether arising at law or in equity, or sounding in tort, contract or other causes of action arising from any claim or liability resulting from Consultant's performance of services described in Exhibit A under this Agreement, except to the extent caused by the negligence of HCCC.
 - b) Consultant hereby indemnifies and holds HCCC harmless from any additional taxes, interest and penalties due from Consultant or HCCC resulting from reclassification in the event the IRS or any state or local taxing authority successfully asserts that Consultant is not or was not an independent Consultant for any period during the term of this Agreement and reclassifies Consultant as an employee.

12) **INSURANCE.** Consultant shall provide HCCC with a certificate of insurance for each insurance provision required in this section. The certificate of insurance shall be effective during the duration of this agreement. HCCC may require that the certificate of insurance name HCCC as an additional insured party. Consultant shall also require all of its subcontractors to maintain the same type and level of insurance as required in this section and provide certificates of insurance to HCCC as required in this section. Consultant shall, at its own expense, acquire and maintain the following insurance throughout the term of the Agreement:

- a) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insured shall provide the Standard Comprehensive Automobile Liability policy in limits not less than \$1,000,000 Combined Single Limit;
- b) Commercial General Liability Coverage Insurance, with not less than the following limits: \$1,000,000 for each occurrence limit, \$1,000,000 for personal injury limit, \$2,000,000 general aggregate limit;
- c) Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the aggregate; and
- d) Workers' Compensation and Employer Defense Insurance as required by statute and employer liability coverage, with not less than the following limits: \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.
- e) Notwithstanding the forgoing, Contractor maintains a system for self-insurance that meets the requirements of this section 12.

13) **CONFIDENTIALITY.** Information produced or made available to the Consultant shall not be disclosed to others or used for any other purpose, except as required under this contract or by law, without prior written approval by HCCC.

14) **OWNERSHIP OF PRODUCTS PRODUCED UNDER THIS CONTRACT.** All data and products developed under this contract, excluding copyrighted material used with permission, or other public data that cannot be copyrighted, shall become the sole property of HCCC and its assigns. Permission for its subsequent use must be obtained from HCCC prior to that use. Any alteration of the data by HCCC for purposes other than those intended by this Agreement shall be at HCCC's sole risk and without legal liability upon the Consultant.

15) **PUBLICITY AND ACKNOWLEDGEMENT OF SUPPORT.**

- a) Consultant gives HCCC the right and authority to publicize HCCC's financial support for this Agreement and the Project in press releases, publications and other public communications. Consultant agrees to: (i) give appropriate credit to HCCC and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions below;

and (ii) include the disclaimer provided for in (b). Consultant must obtain prior HCCC approval for the use relating to this Agreement of the HCCC logo or the logo of any Funding Source.

b) **Disclaimers.** Payments made under this Agreement do not by direct reference or implication convey HCCC's endorsement nor the endorsement by any other entity that provides funds through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer:

- i) For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the Hood Canal Coordinating Council and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the Hood Canal Coordinating Council or its funding sources."
- ii) For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the Hood Canal Coordinating Council or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the Hood Canal Coordinating Council or its funding sources."

16) **INSPECTION AND RETENTION OF RECORDS.** The Consultant shall make all applicable financial records, supporting documents, and all other pertinent records related to this Project available to HCCC, the State of Washington, the U.S. Government, or any of their duly authorized representatives for inspection. Records shall be retained until the Term date of this Agreement and then submitted to the Project Manager for retention until required by law.

17) **NONDISCRIMINATION.** By signing this Agreement, the Consultant certifies that it is an Equal Opportunity Employer and in compliance with all state and federal nondiscrimination requirements. The Consultant agrees to continue to be in compliance with all state and federal nondiscrimination requirements. Consultant agrees to comply fully with applicable civil rights statutes and regulations, including Title IV of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American Disabilities Act.

18) **COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT.** Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled and remain in compliance with 18 U.S.C. 874 and 40 U.S.C. 276c.

19) **PREVAILING WAGE.** The Consultant agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with provisions of the Davis-Bacon Act (40 USC 3141–3148), Contract Work Hours and Safety Standards Act (40 USC 3701-3708),

other federal laws and Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries.

- 20) **APPLICABLE LAW.** This Agreement shall be construed and enforced under the laws of the State of Washington, irrespective of the fact that any one of the Parties is now or may become a resident of another state. Venue for any action under this Agreement shall lie in Kitsap County, Washington.
- 21) **MODIFICATION.** This Agreement may not be waived, discharged or modified in any manner other than by written agreement of the Parties.
- 22) **SEVERABILITY.** No provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be unenforceable for any reason, the party finding itself unable to enforce said provision(s) may, at its sole discretion, declare this entire Agreement to be null and void.
- 23) **FORCE MAJEURE.** Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Party. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute. Notwithstanding the foregoing, should the event(s) of force majeure suffered by a Party extend beyond a six-month period, the other Party may then terminate this Agreement by written notice to the non-performing Party, with the consequences of such termination as if this Agreement had expired (and was not terminated) in accordance with other provisions herein.
- 24) **TERMINATION.** Either party may terminate this Agreement with 30 days 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. 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. HCCC shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

- 25) **WAIVER.** If either party fails to exercise its rights under this Agreement, it shall not be precluded from subsequent exercise of its rights. A failure to exercise rights shall not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by authorized representative of the party and attached to the original agreement.
- 26) **COSTS AND ATTORNEYS FEES.** If either party brings any action against the other for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall recover against the other party all costs and reasonable attorneys' fees, including costs and reasonable attorneys' fees incurred to enforce any judgment rendered pursuant to this Agreement.
- 27) **CERTIFICATIONS AND ASSURANCES RELATING TO FEDERAL FUNDS (if applicable).** If the Funding Source, including any secondary funding source, is paid with federal funds, the Consultant must comply with the following.
- a) **Uniform Guidance.** Consultant must comply with the Uniform Guidance (2 CFR Part 200) to the extent applicable to Consultant as a non-Federal entity receiving a federal award. With respect to cost principles: Non-Profit Organizations, Institution of Higher Education, State, Local or Tribal Government, must comply with the Cost Principles of the Uniform Guidance, 2 CFR Part 200; and Commercial (for-profit) organizations must comply with Title 48 Chapter 1 Subchapter E Part 31. No funds provided pursuant to this Agreement may be used to support any activities not authorized under this Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.
 - b) **Audit Requirements.** Consultant may be required to comply with the Federal Audit Requirements found in 2 CFR 200.500 (formerly OMB Circular A-133).
 - c) **Lobbying and Litigation (2 CFR 200.450).**
 - i) No funds under the Agreement may be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law.
 - ii) **New Restrictions on Lobbying.** In any subcontract over \$100,000, Consultant shall require that subcontractors submit certification and disclosure forms in accordance with the Byrd Anti-Lobbying Amendment, 31 USC 1352. Any consultant who makes a prohibited expenditure 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) **Debarment and Suspensions.** Unless Consultant has submitted a written justification fourteen (14) days prior to execution of this Contract, stating the reason that this term does not apply, which has been expressly accepted and approved by HCCC prior to

execution, by signing this Agreement, Consultant warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Consultant further provides that it shall not enter into any subaward, contract or other Contract using funds provided by HCCC with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at SAM.gov.

- e) **Drug-Free Workplace Certification.** Consultant shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in CFR Part 1536 Subpart B. Consultant shall identify all known workplaces under this Agreement, and keep this information on file during the performance of the Agreement. Consultants who are individuals must comply with the drug-free provisions set forth in 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 CFR Part 1536 Subpart E.
- f) **Trafficking in Persons.** You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' 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 this Award and must inform HCCC immediately of any information you receive for any source alleging a violation of this prohibition during the term of the agreement.
- g) **Reducing Text Messaging while Driving, Executive Order 13513.** Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.
- h) **Disadvantaged Business Enterprise.** Consultant agrees to good faith efforts whenever procuring construction, equipment, services and supplies in compliance with the requirements of EPA's Program of Utilization of Small, Minority and Women's Business Enterprise (MBE/WBE). 40 CFR 33. Consultant must receive permission from HCCC to sub-contract with another entity.
- i) **Additional Responsibility Matters.** By signing this Agreement, Consultant warrants and represents that it is not subject to the below circumstance.
 - i) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.


j) **Certification and Representation.** Consultant must submit those certifications and representations required by Federal statutes, or regulations to HCCC on an annual basis. Submission may be required more frequently if the Consultant entity fails to meet a requirement of a Federal award.

28) **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, after execution by all Parties hereto, shall together constitute the Agreement. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year below.

Hood Canal Coordinating Council

For Kitsap Public Health District





Scott Brewer, Executive Director

Print Name: Keith Grellner

Title: Administrator

This Agreement is made effective as of the 4th day of October, 2022.

EXHIBIT A

Independent Consultant Scope of Services

Hood Canal Regional Pollution Identification and Correction Program – Phase 4

CONSULTANT: KITSAP PUBLIC HEALTH DISTRICT

Description of Services

Kitsap Public Health District (KPHD) will provide services to support the implementation of the Hood Canal Regional Pollution Identification and Correction (HCRPIC) Program's Phase 4, as described below.

This Agreement may require modification based on circumstances beyond the control of HCCC and KPHD. PIC projects rely on field work (parcel surveys and investigations) to identify On-Site Sewage Systems (OSS) failures. The field work portion of this project is subject to the uncertainty of potential COVID-19 constraints. HCCC will monitor the safety restrictions and orders for implications on this Scope of Work and may need to amend or terminate this contract as directed by the Governor and State Department of Health.

During the course of this project, coordinators will work closely with field partners and follow Washington state guidance to determine how and when PIC field work can be safely conducted. The Parties recognize that field work timelines will need to be extremely flexible due to potential public safety limitations and available staff resources.

The following project information is excerpted from HCCC's base agreement scope of work with WA State Department of Health:

Contract number: CBO24134

Subrecipient Organization: Hood Canal Coordinating Council

Subrecipient Contact: Haley Harguth, Watershed Program Manager, hharguth@hccc.wa.gov, 360.328.4625; Scott Brewer, Executive Director, sbrewer@hccc.wa.gov, 360.531.0575

DUNS #: 620533930

CPAR Info (Statewide Vendor #, UBI, Federal Tax ID, etc.): 0011386-00, 602-080-310, 91-2085994

DOH Contract Manager: Megan Schell megan.schell@doh.wa.gov 360.236.3307

Federally Approved Indirect Rate: 10% (de minimis)

Period of Performance: DOE - Dec 31, 2022.

NOTE: EPA stretch goals are to spend awarded funds within 2 years

Project Description: This project funds pollution identification and correction activities to protect and improve Hood Canal water quality to safeguard public and ecosystem health and keep shellfish growing areas and recreational beaches open by preventing bacterial pollution flowing into surface waters. The Hood Canal Regional Pollution

Identification and Correction Program brings together local health jurisdictions and tribal partners across the Hood Canal region to coordinate water quality protection actions. This unique regional structure enables cross-jurisdictional sharing of resources and expertise to solve water quality challenges threatening Hood Canal's community and ecosystem health.

Not to exceed: **\$6,650.00**

Near Term Action ID: 2018-0639

OVERVIEW

The Hood Canal Regional Pollution Identification and Correction Program (HCRPIC) core partners will work collaboratively to implement prioritized Pollution Identification and Correction (PIC) work throughout Hood Canal to help reduce bacterial pollution and increase harvestable shellfish acres. HCRPIC core members include Jefferson, Kitsap, and Mason Counties, the Port Gamble S'Klallam and Skokomish Tribes; other partners include the county conservation districts, Hood Canal Salmon Enhancement Group, and WSU Extension.

There are eighteen shellfish growing areas in the Hood Canal Action Area. As of 2019, the Hood Canal Action Area had 29,766 acres of approved growing areas, 1,515 acres with conditional approval, and about 3,144 acres of prohibited or restricted growing area. Washington State Department of Health (DOH) has identified several emergency closure zones, threatened areas, and areas of concern based on marine water quality data. There are close to 30,000 onsite sewage systems (OSS) in the project area, many in close proximity to waterbodies and approximately one third of the systems are over 30 years old. PIC programs have been essential to maintain and improve water quality and will continue to be vital for the health of Hood Canal and its communities.

The project will primarily address fecal pollution and associated pathogens. As fecal pollution sources are corrected, less nutrients and organic materials, associated with human and animal waste, will enter Hood Canal. That will result in less oxygen demand to break down algae blooms resulting from excess nutrients and the organic materials in waste. Hood Canal Regional PIC Program implementation will identify and correct pathogen sources. The resulting water quality improvements will help achieve the Puget Sound Partnership's Vital Sign recovery target to increase harvestable shellfish acreage.

Phase 1 of the HCRPIC program developed a coordinated PIC monitoring plan with the goal to upgrade shellfish harvest areas and prevent future downgrades in Hood Canal priority areas. In the Phase 2 and 3 implementation phases, priority shoreline areas were determined by HCRPIC members using current water quality monitoring information to identify the most important shoreline areas to survey. The prioritization of shoreline areas will be updated annually as new data emerges. Phase 3 ended in August 2019, collectively resulting in 66 shoreline miles monitored, 380 site inspections completed, 55 OSS failures identified, with 28 OSS repairs completed and the rest in progress. The incomplete OSS repairs will continue to be tracked in Phase 4. Phase 4

builds off of previous implementation phases but with a reduced scope of work due to funding limitations. HCRPIC Program - Phase 4 components include: shoreline surveys in priority Hood Canal shoreline areas, pollution hotspot investigation and correction, updated GIS mapping of OSS in Hood Canal, outreach and education to Hood Canal OSS property owners and decision makers, OSS maintenance rebates, ambient stream water quality monitoring, and regional inter-jurisdictional coordination.

The Phase 4 work plan will be developed in consultation with DOH and will include:

- Remaining Phase 3 priority hotspots and work areas including Hoodspout, Union, Big Bend, Alderbrook, and Annas Bay, and
- Other areas with urgent public health or emerging water quality concerns.

GOALS & MEASURABLE OBJECTIVES

| Description (e.g., "shellfish beds reopened") | Units (e.g. "acres") | Targets ("number") |
|---|-------------------------|---|
| Upgrade 50 acres from prohibited to approved in Hoodspout area of Hood Canal 6 | Acres | 50 |
| Reopen all closed parcels due to elevated bacteria in drainages or due to failing onsite septic systems | Parcels | 20 |
| Number of hotspots identified in Mason County | Hotspots | Unknown (will be reported quarterly) |
| Number of site inspections completed in Mason County | Site Inspections | 75 |
| Number of OSS failures identified in Mason County | OSS Failures | 5 |
| Number of OSS failures corrected in Mason County | OSS Corrections | 5 |
| Area of shoreline surveys conducted in priority areas | Miles | 3 |
| Number of ambient freshwater samples collected | Samples | 100 |

KPHD'S HCRPIC PHASE 4 TASKS

The following are the tasks, deliverables, and deadlines associated with this subaward. Task numbering aligns with the task numbers in HCCC's base grant with DOH.

TASK 1. PROJECT DEVELOPMENT

1.2 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Sub-recipient will review the Washington State Department of Ecology's NEP Quality Assurance

web page: <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees>. Following the review, sub-recipient will work with Ecology's NEP Quality Coordinator to determine whether we can refer to the approved HCRPIC Phase 3 QAPP from our prior and similar PIC implementation work. If a QAPP is required, sub-recipients will work with Ecology's NEP Quality Coordinator -NEP QC to develop and approve the QAPP.

Work related to collecting or using environmental data may not begin until the QAPP waiver and QAPP are completed and approved.

DELIVERABLES

| Task | Deliverable Description | Due Date |
|------|--|--|
| 1.2 | QAPP Waiver Determination Form (required) and QAPP (if required) | Draft due within 30 days of agreement start date |

TASK 2. PROJECT MANAGEMENT AND REPORTING

2.5 WATER QUALITY EXCHANGE (WQX) DATA REPORTING

WQX refers to an electronic data system for water quality monitoring data developed by EPA. If sub-recipients collect 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) WQX reporting will be required. Data for an entire calendar year (Jan. 1 – Dec. 31) should be submitted annually. To assist in tracking in WQX, name your project as follows: NEP_2018_(*insert organization name*); the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. Refer to entry verification samples as needed.

WQX reporting completed by: Annually by January 30

Final WQX entry completed by: Upon contract completion

DELIVERABLES

| Task | Deliverable Description | Due Date |
|------|-----------------------------|---|
| 2.5 | WQX Reporting (if required) | Annually by Jan 30, and upon project completion |

TASK 3. HOOD CANAL REGIONAL POLLUTION IDENTIFICATION AND CORRECTION PROGRAM PHASE 4 IMPLEMENTATION

3.1 HCRPIC PROGRAM COORDINATION:

Support HCRPIC Program coordination, providing technical expertise and advice as needed.

This task includes: collaboration with program partners to reinforce shared protocols and clarify

work flows, prepare the Phase 4 Workplan and track progress, preparation of invoices and progress reports for project coordinators, coordination of County staff working toward Phase 4 objectives, coordination with landowners within the project area, upkeep and quality assurance of program data, data reporting, and contributions to program deliverables, including quarterly and final reports, sustainable funding efforts, and outreach materials.

Project Coordination: Coordinate implementation of HCRPIC in your jurisdiction following HCRPIC protocols described in the HCRPIC Guidance Document and the project QAPP. Monitor spending and progress toward deliverables.

Submit monthly invoices and progress reports (using HCRPIC Program templates) **by the 15th of the following month**. Communicate any concerns to HCRPIC Coordinator that progress is not on track.

Invoices will be reimbursed upon satisfactory progress and reporting on the deliverables within each payment period.

- Send invoices via e-mail to HCCC accountant, Terry Fischer (tfischer@hccc.wa.gov)
- Send progress reports via email to Heidi Huber (hhuber@hccc.wa.gov)

HCRPIC Ph. 4 Workplan: HCRPIC partners will work collaboratively to develop the HCRPIC Phase 4 Workplan, which will establish priority areas for shoreline and ambient freshwater stream monitoring and property surveys, targeting areas of known pollution hotspots, or facing shellfish growing area downgrades. The Phase 4 Workplan will be informed by data from the HCRPIC Program Phase 3 results and GIS analysis, current water quality information gathered from county health jurisdictions and tribes, and monitoring data and recommendations from Washington State Department of Health technical staff. It will outline tasks to build upon supporting work conducted in Phase 3. The Phase 4 Workplan will outline any changes to HCRPIC Program procedures for data collection, PIC hotspot investigations, and reporting, including the enforcement process and timeline, and protocol for communication of public health risks. *Field work activities cannot begin until the HCRPIC Phase 4 Workplan is completed and the QAPP is approved.*

Data Collection & Reporting: Submit field work data to project coordinators every quarter using the HCRPIC cumulative data report template. Data reported to the HCRPIC Program should include all PIC field work performed in Hood Canal funded by the HCRPIC Program grant, as well as other funding sources, in order to provide a comprehensive report of all Hood Canal PIC efforts across jurisdictions. Data is expected to be thoroughly reviewed by the submitter for quality assurance and quality control and entered into Kitsap Health's cloud-based water quality database, prior to it being submitted. Final Cumulative Data Reports will be submitted to project coordinators after field work is completed to prepare for analysis, mapping, and EPA WQX data entry. All data collected that is paid by this grant must be shared with state and federal agencies upon request.

HCRPIC Guidance Group Meetings: HCRPIC partners will share information and ideas, make

collaborative decisions, and help guide HCRPIC Program's direction. The Guidance Group provides oversight, guidance, shared learning, and structure for consistent procedures across the PIC program. Guidance Group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. At Guidance Group meetings, partners will:

- Report on Ph 4 Workplan implementation, including current progress updates including: progress on priority hotspot and water quality investigations, surveys completed, FC sources identified, progress of FC source correction, success stories, lessons learned, requests for advice and assistance, next steps, upcoming events, etc.
- Present hotspots for consideration of elimination following hotspot closure protocol described in HCRPIC Guidance Document. This information will be included in the HCRPIC Ph. 4 final report.
- Provide updates on sustainable funding efforts.

Strategic Planning/Sustainable Funding: Strategic planning efforts will be conducted to develop and implement a plan to enhance the HCRPIC Program's efforts to reduce bacterial contamination in the shellfish growing areas of Jefferson, Kitsap, and Mason Counties. HCRPIC partners will work with program coordinators to develop a strategic plan, which addresses the key elements in the Pollution Identification and Correction Program Draft Protocols Recommendations provided by the Departments of Health and Ecology. The Guidance Group will determine objectives and scope of activities, which may include hiring an outreach consultant to support the development of a sustainable funding outreach campaign, outreach products, and presentations to decision-makers on water quality protection, program successes and sustainable funding. HCRPIC partners will provide updates of sustainable funding efforts at Guidance Group meetings.

Training/Workshops: Assist project coordinators in preparing and leading HCRPIC Field Training Workshop. The HCRPIC members will participate in a field training and data reporting workshop addressing HCRPIC protocols and procedures. The workshop will be held in the first quarter after contract agreements are in place. Local Health Jurisdiction Project coordinator and at least one field staff participating in HCRPIC Program field activities must attend the training.

Project partners may participate in DOH-sponsored PIC workshops and other trainings/events (subject to grant coordinator approval), as funds allow. Maximum of two events per sub-recipient, or two people may attend a single event.

3.3 ONSITE SEPTIC SYSTEM MAINTENANCE REBATES

Homeowner rebates for onsite septic system maintenance will be provided to priority parcels by local health jurisdictions. These rebates were very successful in Phases 2 and 3 to incentivize homeowners to properly operate and maintain their septic systems. In Phase 4, HCRPIC partners will offer rebate vouchers up to \$500 per OSS, to reimburse costs for OSS inspections and pumping, and small tank repairs.

Rebate notices will be distributed to residences using a consistent format across jurisdictions. The criteria for rebate recipients will be determined by the Guidance Group and approved by

DOH. In past phases, criteria were set to include homeowners who had not previously received a voucher, located in priority areas, or had missing or overdue maintenance records.

Local Health Jurisdictions will track and analyze data summarizing rebate recipients and services reimbursed to evaluate the effectiveness of the rebate program as a behavior change tool and inform future phases.

DELIVERABLES

| Task | Deliverable Description | Due Date |
|------------|---|--|
| 3.1 | Program Coordination Describe coordination activities in monthly progress reports. Report on workplan implementation progress at quarterly Guidance Group meetings. | Ongoing, Monthly At quarterly Guidance Group meetings |
| 3.3 | OSS Maintenance Rebates Report number of rebates processed in monthly progress reports and in final reporting with specific selection criteria and outcomes (length of time since last inspection, tanks more than ½ full of solids, and any deficiencies identified and/or corrected | Ongoing, complete by Dec 31, 2022 |

PROJECT BUDGET

| HCRPIC Program Ph. 4 Budget – KPHD | | |
|--|------------------------------|----------|
| Task 1: Project Development | | |
| Personnel | | |
| Senior Environmental Health Specialist (Task 1.2 QAPP addendum) | 7.5 hours @ \$63.18 per hour | \$473.85 |
| Personnel Subtotal | | \$473.85 |
| Indirect Costs | 39.47% | \$187.03 |
| Task 1 Subtotal | | \$660.88 |
| Task 2: Project Management & Reporting | | |
| Personnel | | |
| Environmental Health Specialist (Task 2.5 WQX) | 13 hours @ \$50 per hour | \$650 |
| Personnel Subtotal | | \$650 |
| Indirect Costs | 39.47% | \$256.55 |
| Task 2 Subtotal | | \$906.55 |

| Task 3: HCRPIC Program Implementation | | |
|---|-----------------------------|-------------------|
| Personnel | | |
| Senior Environmental Health Specialist (Task 3.1 PIC Coordination) | 46 hours @ \$63.18 per hour | \$2,906.28 |
| Personnel Subtotal | | \$2,906.28 |
| Other Costs | | |
| OSS O&M Rebates | | \$970.68 |
| Other Costs Subtotal | | \$970.68 |
| Indirect Costs (Task 3.1) | 39.47% | \$1,147.11 |
| Task 3 Subtotal | | \$5,024.07 |
| Subtotals | | |
| Personnel Total | | \$4,030.13 |
| Other Costs Total | OSS Rebate Vouchers | \$970.68 |
| Travel Total | (Describe if any) | |
| Indirect Costs | 39.47% | \$ 1,590.69 |
| Grand Total | | \$6,591.50 |

Compensation: The Consultant shall be compensated under this agreement in an amount not to exceed: **\$6,650.00**. Hourly composite rates and indirect rates will be billed based on actual rates at the time of service. If hourly composite rates and indirect rates differ from those listed in this contract, then the consultant will send an email with their invoice to the HCCC Accountant documenting these changes. The consultant will ensure that any rate changes do not result in an increase that exceeds the total budget. Submit monthly invoices to the Accountant by the 15th of the following month. Expenses are payable with prior authorization from HCCC project manager, and contingent upon satisfactory progress reporting toward completion of project deliverables. Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement.

Progress Reporting: Consultant will submit progress reports each month by the 15th of the following month to accompany invoices. A progress report template will be provided. Submit progress reports to the project manager.

Travel: If claiming mileage Consultant will submit a mileage Report for reimbursement with invoice. Mileage and travel costs will be reimbursed at current federal rates or allowances.

Contract Duration Date: The effective date is the date the contract is signed by all parties and ends **Dec 31, 2022**.

Consultant Checklist: Consultant will complete and provide requested information on Exhibit B.

Contract Representatives:

Scott Brewer, Executive Director
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
sbrewer@hccc.wa.gov
(360) 531-0575

Heidi Huber, Programs Development Specialist
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
hhuber@hccc.wa.gov
(360) 620-3615

Haley Harguth, Watershed Program Manager
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
hharguth@hccc.wa.gov
(360) 328-4625

Accountant:
Terry Fischer
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
tfischer@hccc.wa.gov
(360) 536-1338

Consultant Representative(s):

Keith Grellner, Administrator
Kitsap Public Health District
345 6th Street, Suite 300
keith.grellner@kitsappublichealth.org
(360) 728-2284

Project Manager:
Grant Holdcroft, Water Pollution Identification and Correction Manager
Kitsap Public Health District
345 6th Street, Suite 300

grant.holdcroft@kitsappublichealth.org

(360) 728-2228

Leslie Banigan, Senior Environmental Health Specialist

Kitsap Public Health District

345 6th Street, Suite 300

leslie.banigan@kitsappublichealth.org

(360) 728-2243

EXHIBIT B
PROFESSIONAL SERVICES CONTRACT
CONSULTANT CHECKLIST

Consultant is a Subrecipient or a Contractor (Consultant): According to GSA-CX-1.8: Subrecipient and Contractor Determination guidelines, HCCC has determined that you are a Contractor, aka Consultant.

UBI No. 601 139 034

Federal Tax ID No. 42-1689063

Provide Data Universal Numbering Systems (DUNS) Number: 169167202

Consultant Type: Local government

FEDERAL/STATE PASS-THROUGH INFORMATION

Refer also to information in Exhibit A.

Project Name: Hood Canal Shellfish Strategic Initiative, Hood Canal Regional Pollution and Identification Correction Program Phase 4

Funding Sources: Environmental Protection Agency (passed through) Washington State Department of Health

CFDA Program Title: Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program

Funding Source Award Date: Refer to Amendment dated August 17, 2022

Funding Source Number (Federal Award Identification No): PC-01J18001-4

Catalog of Federal Domestic Assistance No. (CFDA): 66.123

Note: This award is not for R&D (research and development).

Complete Cyber Certification (if contract involves Collecting and Managing Data in federal system). N/A

Consultant is hereby provided with Exhibit A-1 WA DOH Agreement CBO24134 subrecipient Statement of Work [Programmatic Conditions](#) as applicable.

In accordance with 40 CFR 33.106 and its Appendix A, the contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out application requirements of 40 CFR part 33 in the award of contract awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

If grant is over \$100,000 complete/sign restrictions on Lobbying Certification 40 CFR Part 34 (and disclosure if applicable): [Sign and return Certification linked here](#)

Certifications

Consultant DBE Program Reporting (indicate as appropriate):

Owned and Managed as Disadvantaged Business:

- Women Owned Business Enterprise
- Minority Owner Business Enterprise
- Veteran Owned Business Enterprise
- Community Based Organization

If certified by Washington State's Office of Minority and Women Owned Business Enterprise (OMWBE) www.omwbe.wa.gov or Department of Veterans Affairs (DVA), enter the certification number: County

Provide proof of WA Dept. of Revenue Account in Good Standing.

Provide proof of WA Labor & Industries Account in Good Standing (and not debarred) or Exemption (if no employees): (320,175-00)

Insurance (*as applicable*): Renew during term of contract

- Commercial Auto Liability (if claiming mileage included in Exhibit A tasks, use HCCC Report)
- Commercial General Liability (naming HCCC as additional insured)
- Professional Liability Insurance
- Workers' Compensation and Employer Defense Insurance

Notice: The Hood Canal Coordinating Council as an equal opportunity employer will not discriminate on the basis of race, creed, color, national origin, ancestry, sex, marital status, gender, sexual orientation, age, maternity, and childbirth, honorably discharged veteran or military status, disability, genetics, HIV and/or Hepatitis C status, use of a trained guide dog or service animal by a person with a disability, or other protected class under federal, state or local law. Persons requiring reasonable accommodation or requiring any information in an alternative format may contact 360-394-0046. Inquiries about the HCCC's compliance may be directed to Scott Brewer, Executive Director.