

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus - WSU Jefferson County Extension

DATE: 10/14/13

RE: Modification to South PT Bay Shellfish Protection Grant

STATEMENT OF ISSUE:

This modification extends the period of performance for an existing agreement the Jefferson County Extension has with the Washington State Department of Health.

ANALYSIS:

This modification extends the period of performance for grant deliverables through December 31, 2013.

FISCAL IMPACT:

None – amendment is for a time extension only

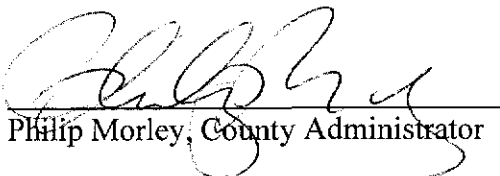
RECOMMENDATION:

We recommend that the Commissioners approve this modification to the agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator

10/9/13
Date



CONTRACT AMENDMENT

1. NAME OF CONTRACTOR JEFFERSON COUNTY	2. CONTRACT NUMBER N19755
1a. ADDRESS OF CONTRACTOR (STREET) 380 JEFFERSON ST	2a. AMENDMENT NUMBER 3
1b. CITY, STATE, ZIP CODE PORT TOWNSEND, WA 98386	
3. <input checked="" type="checkbox"/> THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.	
4. <input type="checkbox"/> THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.	
5. DESCRIPTION OF AMENDMENT: The purpose of this amendment is to extend the project Period of Performance and extend deliverable dates in the Statement of Work.	
5a. Statement of Work: Exhibit A-1 is revised in accordance with Exhibit A-2, attached hereto and incorporated herein.	
5b. Consideration: This amendment neither increases nor decreases the Contract Consideration; therefore, the maximum consideration of this contract and all amendments shall not exceed \$27,000.00.	
5c. Period of Performance: is extended through December 31, 2013.	
5d. The Effective Date of this Amendment: is the October 16, 2013.	
6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.	
7. <input type="checkbox"/> This is a unilateral amendment. Signature of contractor is not required below. <input checked="" type="checkbox"/> Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.	
8. CONTRACTOR SIGNATURE (also, please print/type your name)	DATE
9. DOH CONTRACTING OFFICER SIGNATURE	DATE

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

CFDA #	CFDA TITLE	Federal Grant Award #	Federal Grant Award Name	Federal Agency Name
66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	PC-00132601	DOH Puget Sound Restoration	US Environmental Protection Agency (EPA)

EXHIBIT A-2
STATEMENT OF WORK
DOH CONTRACT N19755

PURPOSE:

The purpose of this contract is to conduct an outreach campaign aimed at vessel owners in South Port Townsend Bay, to protect shellfish beds.

OBJECTIVE:

The Jefferson County Marine Resources Committee (MRC) will coordinate with DOH to conduct an outreach campaign to protect shellfish resources in South Port Townsend Bay (SPTB). The outreach campaign will implement one of the objectives of the SPTB Management Plan (<http://www.orf.wa.gov/regulatory/default.asp>) for vessel waste management to better protect commercial shellfish beds.

Jefferson County MRC will procure permits and install four (4) marker buoys to delineate a voluntary 'no anchor' zone in SPTB, develop and install signage at appropriate locations, develop and distribute informational brochures, and conduct outreach activities with the boating community.

Activities will be conducted from September 1, 2012, through ~~October 15, 2013~~ December 31, 2013.

A summary report with recommendations for continuing activities will be provided by ~~October 15, 2013~~ December 31, 2013.

PURPOSE OF AMENDMENT:

Extend some deliverable due dates and extend the project from October 15 to December 31, 2013. Changes are in red italics and/or strikethroughs.

Task #	Task/Activity Description	Deliverables/Outcomes	Due Date	Cost Reimbursement not to exceed
1	Apply for and obtain permits for installation of marker buoys	<ul style="list-style-type: none"> Apply for permits Approved permits 	<ul style="list-style-type: none"> May 1, 2013 July 1, 2013 November 30, 2013 	\$ 3,000
2	Develop signage and brochures for outreach activities. Draft materials to be approved by DOH prior to printing.	<ul style="list-style-type: none"> Electronic copy of brochure and signage. Five hundred (500) printed brochures 	July 1, 2013 December 15, 2013	\$9,000
3	Procure and install four (4) marker buoys with associated equipment for voluntary 'no anchor zone' and signs at Port dock, Hadlock marina and Boat School.	Marker buoys, signs installed	July 1, 2013 December 15, 2013	\$10,000
4	Outreach at boating events a. Outreach to boating community at community events, yacht club meetings. b. Outreach at 2012 and 2013 Wooden Boat Festival	Attendance sheets from each meeting Sign-up sheets	September 30, 2013 Sept. 7-9, 2012 Sept. 6-8, 2013	\$150/event \$1,000
5	Summary report with recommendations for future outreach activities. Federally Required Reporting and tracking (Administrative and reporting costs will be charged to task 5)	End of Project report US EPA Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) reports	October 15, 2013 December 31, 2013 April 15, 2013	(total \$2500) \$2,500

		Federally required women/ minority-owned business reports due to david.bartruff@doh.wa.gov , if applicable.	October 15, 2013 December 31, 2013	
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The maximum reimbursement for allowable costs under this contract shall not exceed: \$27,000
 Payment shall be contingent upon completion of activities and receipt and acceptance by DOH of described deliverables and properly completed invoices. Payment for the sub-recipient's federally-approved indirect rate, if submitted to DOH, is an eligible expense.

SPECIAL TERMS & CONDITIONS
FEDERAL COMPLIANCE
ADDITIONAL FEDERAL (EPA) CERTIFICATIONS AND ASSURANCES

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

Award Information:

Federal Agency: US Environmental Protection Agency (EPA)
CFDA Number and Title: 66.123 - Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
Award Name and Number: DOH Puget Sound Restoration (PC-00J32601)
Award Year: 2011 -2017

Administrative Conditions:

1. Cost Principles

Sub-Recipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.
2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
2 CFR 220 (A-21) for Educational Institutions
2 CFR 230 (A-122) Nonprofit Organizations
FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at:
http://www.whitehouse.gov/omb/circulars_default/

Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. Audit Requirements

The Sub-Recipient shall fully comply with requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

3. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Sub-Recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sub-Recipient may search the Hotel-Motel National Master List at:

<http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. Recycled Paper

Institutions of Higher Education Hospitals and Non-Profit Organizations

In accordance with 40 CFR 30.16, Sub-Recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

State Agencies and Political Subdivisions

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

State and Local Institutions of Higher Education and Non-Profit Organizations

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

State Tribal and Local Government Recipients

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. Lobbying

Sub-Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

Part 30 Recipients

All contracts awarded by Sub-Recipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit 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.

Lobbying and Litigation

Sub-Recipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Sub-Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. Suspension and Debarment

Sub-Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Sub-Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Sub-Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Sub-Recipient may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

7. Drug-Free Workplace Certification

Sub-Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Sub-Recipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

Sub-Recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Sub-Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at: http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

8. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. Reimbursement Limitation

If Sub-Recipient expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

10. Trafficking in Persons

The following prohibition statement applies to Sub-Recipient, and all sub-awardees of Sub-Recipient. Sub-Recipient must include this statement in all sub-awards made to any private entity under this Agreement.

"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."

11. DUNS and CCR Requirements

Unless otherwise exempted from this requirement under 2 CFR 25.110, Sub-Recipient must maintain the currency of its information in the CCR until submission of its final financial report required under this Award or receive the final payment, whichever is later. Sub-Recipient may not make a sub-award to any entity unless the entity has provided its DUNS number to Sub-Recipient.

12. FY2011 ACORN Funding Restriction

No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

13. Disadvantaged Business enterprise Requirements, General Compliance

Sub-Recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

14. Sub-Awards

If Sub-Recipient makes sub-awards under this Agreement, Sub-Recipient is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. Sub-Recipient agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUB-RECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
6. Obtain DOH's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from DOH for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Programmatic Conditions:

1. Semi-Annual Performance Reports

Sub-Recipient is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by DOH. Sub-Recipient agrees to 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.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to DOH 15 calendar days after the end of each reporting period.

2. Final Performance Report

In addition to the periodic performance reports, the sub-recipient will submit a final performance report to DOH within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Grant 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.

3. Recognition of EPA Funding

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

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT PC-00J32601 TO WASHINGTON DEPARTMENT OF HEALTH. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE

VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. **DOH acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.**

5. 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 DOH Grant Manager prior to releasing any final reports or products resulting from the funded study.

6. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the DOH within 30 days of acceptance of this agreement or another date as negotiated with the DOH grants manager. Please refer to The Department of Ecology's website at <http://www.ecy.wa.gov/programs/eap/ga/docs/NEPQAPP/index.html> for guidance and templates. Submit both the Acceptable Quality Assurance documentation to Tom Gries at tgr1461@ecy.wa.gov for review with a cc to mary.knackstedt@doh.wa.gov and blake.nelson@doh.wa.gov. 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 an agreement until DOH or Department of Ecology has approved the quality assurance document.

7. Environmental Data and Information Technology

Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DOH grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.