BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY

RE: APPROVING AN AGREEMENT WITH	}	
BOISTFORT VALLEY WATER AND EXECUTING	}	
A CONTRACT TO FUND A WATERSHED CONTROL	}	**RESOLUTION 13-390**
PLAN WITH THE STATE DEPARTMENT OF HEALTH	}	

WHEREAS, RCW 36.01.010 allows counties to contract as may be necessary within their administrative powers; and

WHEREAS, the State Department of Health will provide $35,000.00 to Lewis County on behalf of Boistfort Valley Water to amend their watershed control plan to ensure future protection of their Group A surface water drinking water supply, and up to $7,000.00 to Lewis County for administration of the funding; and

WHEREAS, the Board of County Commissioners has reviewed the Agreement with Boistfort Valley Water (attached as Exhibit A) and the proposed Contract No. N20125 with the State Department of Health (attached as Exhibit B); and

WHEREAS, it appears to be in the best public interest to authorize the execution of the Boistfort Valley Water Agreement and execute the contract with the State Department of Health to ensure future drinking water protection for the Boistfort Valley water customers.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners has approved and is authorized to execute Contract N20125 with the State Department of Health and to sign the agreement with Boistfort Valley Water for their responsibilities to amend their watershed control plan according to the scope required under the aforesaid State Department of Health Contract for $35,000.00 to amend the Boistfort Watershed Control Plan and $7,000.00 for Lewis County administration.

DONE IN OPEN SESSION this 17th day of June, 2013.

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

By: Civil Deputy

ATTEST:

Karri Muir, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

P.W. Schulte, Chairman

F. Lee Grose, Vice Chairman

Edna J. Fund, Member

SEAL OF LEWIS COUNTY WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845 WASHINGTON'S FIRST COUNTY

RESOLUTION 13-390

EXHIBIT A

AGREEMENT with Boistfort Valley Water Corporation

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of June, 2013, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the Boistfort Valley Water Corporation, a private corporation, hereinafter referred to as "Boistfort",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The State Department of Health (WSDOH) has approved WSDOH Contract No. N20125 (attached hereto, incorporated by reference and hereinafter referred to as "Contract"), granting $35,000 toward the preparation of a five-year Watershed Control Plan for the Little Mill Creek Watershed, including but not limited to a characterization study of the watershed and negotiation of formal agreements with the owner of logging properties in the Watershed to protect the watershed. WSDOH also has agreed to provide $7,000 to the County for grant administration.

2. As a condition to the issuance of the grant, WSDOH requires the County to administer the Contract with WSDOH. In consideration of the County's agreement to administer the grant and other good and sufficient consideration, Boistfort enters into this Agreement and agrees to the covenants and undertakings herein set forth. Notwithstanding the foregoing, the County does not purport to nor will represent Boistfort professionally and does not undertake to perform or guarantee performance of the Contract.

3. Except for the administration requirements imposed on the County by the Contract, Boistfort will manage the project, perform the tasks and provide the deliverables as specified in Exhibit A of the Contract and shall comply with all applicable provisions of the Contract, including compliance with all federal and state assurances and requirements referenced in the Contract. Boistfort shall provide compliant quarterly reports, reimbursement requests and supporting documentation to the County at least five working days prior to the due dates listed in the Contract. Further and without limitation Boistfort shall ensure that all consultants Boistfort retains to perform tasks enumerated in the Contract comply with the federal and state requirements identified in the Contract and are selected and retained in a manner consistent with applicable federal and Washington law.

4. No party to this Agreement will assign or delegate any portion of this Agreement without the prior written consent of the other party.

5. Any part of this Agreement may be modified or amended by mutual agreement of the parties in writing. This agreement shall not be modified by any oral understanding.

6. It is understood and agreed between the parties hereto that Boistfort agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

7. This Agreement will expire May 31, 2014, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail, postage-prepaid, a notice of termination addressed to the Director of the Lewis County Public Works Departmentin the case of a Notice mailed by Boistfort or to the Manager of the Boistfort Valley Water Corporation in the case of a Notice mailed by the County.

8. Boistfort represents and warrants that the undersigned representative of Boistfort is authorized to execute this Agreement on the company's behalf and that this Agreement is a binding obligation of the company.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Karri Muir
Clerk of the Board

APPROVED AS TO FORM:

Civil Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

P.W. Schulte, Chairman

F. Lee Grose, Vice-Chair

Edna J. Fund, Member

BOISTFORT VALLEY WATER CORPORATION

By: _____

Title: MOR

RESOLUTION 13-390

EXHIBIT B

WSDOH Contract No. N20125

Washington State Department of Health

CONTRACT NUMBER	SUBRECIPIENT *
N20125	☒YES ☐NO
	FFATA FORM REQUIRED
	☒YES ☐NO

* see Attachment 1, sections I and II

INTERAGENCY AGREEMENT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
and
LEWIS COUNTY PUBLIC WORKS

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH, and LEWIS COUNTY PUBLIC WORKS, hereinafter referred to as the Contractor pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to enable Boistfort Valley to conduct planning activities to improve understanding about and protection of their surface drinking water supply.

THEREFORE, IT IS MUTUALLY AGREED THAT:

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

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on **DATE OF EXECUTION** and be completed on **March 31, 2014**, unless terminated sooner as provided herein.

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

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

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

PAYMENT: Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **$35,000.00** in accordance with **Exhibit A**, attached hereto and incorporated herein. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds: (FED) $35,000.00 (ST) $-0- (Other) $-0- Total $35,000.00

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

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

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

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

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

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at (360) 236-4432. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

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

The Contract Manager for DOH is:

Kitty Weisman
Environmental Public Health/Office of Drinking Water
Department of Health
PO Box 47822
Olympia, WA 98504-7822
(360) 236-3114

The Contract Manager for the Contractor is:

Shirley Kook, P.E.
Lewis County Public Works
2025 NE Kresky Avenue
Chehalis, WA 98532
(360)740-2759

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

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

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

a. applicable state and federal statutes and rules;
b. statement of work; and
c. any other provisions of the agreement, including materials incorporated by reference.

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

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

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

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

RECORDS MAINTENANCE: The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration or termination. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

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

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

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

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

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

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: 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, DOH may give notice to Contractor to suspend performance as an alternative to termination as provided in the Termination Section. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Contractor shall suspend performance upon receipt of written notice to suspend. During the period of suspension of performance each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

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

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

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, the department may terminate the contract, subject to renegotiation under those new funding limitations and conditions.

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

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

ALL WRITINGS CONTAINED HEREIN: This Agreement, and Attachment 1, Federal Compliance, and Standard Federal Certifications and Assurances, contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington Department of Health	Lewis County Public Works
_____ Contracting Officer	_____ Contractor
	_____ (please also print/type name & title)
_____ Date	_____ Date

APPROVED AS TO FORM ONLY:
Attorney General
May 1997

NOTE: THE CONTRACTOR'S SIGNATURE IS ALSO REQUIRED ON ATTACHMENT 1,

FEDERAL CERTIFICATIONS AND ASSURANCE

EXHIBIT A
STATEMENT OF WORK

PURPOSE:

The purpose of this contract is to provide funding to Lewis County on behalf of Boistfort Valley Water (Boistfort) to enable Boistfort to update their watershed control plan to ensure future protection of their Group A surface drinking water supply. The Little Mill Creek watershed provides 90 percent of the water system's drinking water, but is owned by The Weyerhaeuser Company and managed for timber harvest. The project will characterize the watershed and identify sensitive areas in the Little Mill Creek Watershed that should be protected to reduce sediment loads and landslide risks and other potential contaminants that threaten the water supply. Based on the results of this watershed characterization, Boistfort will develop a Watershed Control Plan that includes protection strategies and landowner agreements to strengthen watershed control. Lack of adequate watershed control for this high-susceptibility surface drinking water source is a threat to public health.

BACKGROUND:

Boistfort's surface water supply is highly vulnerable due to unstable and steep slopes above the surface water intake, high precipitation during winter months, and the fact that most of the watershed is managed for timber harvest by The Weyerhaeuser Company. Weyerhaeuser's forest practices (such as road building and timber harvest), while approved under the Forest Practices Act, may be contributing to unstable slopes and high turbidity.

Between December 1 and 3, 2007, Western Washington experienced major storms that resulted in severe flooding, mudslides, and landslides. Lewis County was one of the harder hit areas. As a result of this storm Boistfort suffered major damages to its water system infrastructure. They have spent close to a million dollars in federal and state emergency funds to respond to the flood emergency and rebuild their infrastructure. The river still produces high sediment and turbidity which forces frequent treatment shut-downs when Boistfort can't produce water. While the water system's infrastructure is designed to handle high turbidity, it operates on the margins much of the time due to unpredictable conditions.

In the next year, Weyerhaeuser plans to continue forest practices in the Little Mill Creek Watershed. The potential increase of sediment load and unstable slopes in Little Mill Creek could pose significant problems for Boistfort's treatment plant and distribution system. To address this issue, Office of Drinking Water staff met with DNR, Boistfort, and Weyerhaeuser in March 2013 to discuss ways to mitigate the impacts of forest practices on Boistfort's drinking water supply. Weyerhaeuser agreed to delay the current forest practices activity for a year; meet annually to review their planned forest practices with Boistfort; communicate with Boistfort several months in advance of submitting Forest Practices Applications; and do "in kind" work to make Boistfort's surface water intake less vulnerable to damage. This grant work is a major next step for Boistfort to ensure future drinking water protection.

PROJECT DESCRIPTION:

This project will enable Boistfort to update the watershed control plan as follows:

- Characterize the watershed, including identifying sensitive areas of concern, collecting supporting data on sediment loads, and determining potential threats to the drinking water supply.

- Develop strategies and agreements with Weyerhaeuser in order to better protect the watershed and prevent increased sediment load at the intake.
- Prepare a five-year watershed control plan with actions, schedule and assignment of responsibilities, including identifying financial resources for implementing the plan.

KEY OBJECTIVE:
The key objective of this project is for Boistfort to conduct evaluation, monitoring and planning activities to improve understanding and protection of the Little Mill Creek Watershed.

PROJECT TASKS:	Task 1 – Conduct Watershed Characterization Study Boistfort will retain and manage a geotechnical engineer to conduct an evaluation to identify and map sensitive areas of concern in the watershed. Collect data on sediment loads at the Little Mill Creek intake and at the Wildwood Water Treatment Plant presedimentation facilities. Prepare a Watershed Characterization Study based on this information. Task 2 – Negotiate with Landowner to Develop Agreements Boistfort will retain and manage a consultant with experience negotiating with timber companies on watershed protection. The consultant will facilitate negotiations between Boistfort Valley Water and Weyerhaeuser to identify strategies and agreements to better protect the watershed, using the information from Element 1 as a foundation for discussions. The outcome of this task will be developing formal agreements between Boistfort Valley Water and Weyerhaeuser for watershed control and protection of the drinking water supply. Task 3 - Update Watershed Control Plan Boistfort will retain and manage a consultant to update the Watershed Control plan using information from Tasks 1 and 2. The updated Watershed Control Plan that includes detailed actions, schedule for implementation, assigning of responsibilities, costs, financing mechanisms, etc.
DELIVERABLES:	1. For the duration of the project, Lewis County will submit quarterly and final project reports to the WSDOH Project Manager documenting project accomplishments, existing and potential problem areas, suggestions for improvements, and any documented desired outcomes achieved. Reports must have sufficient detail for WSDOH to understand the relative progress of the project since the last reporting period and should include any supporting materials and other relevant products that indicate project progress. The last quarterly report serves as the final project report and must

	include summary information about the project's completion. **Quarterly reports are due the last working day of each quarter (June 28, September 28, December 31, 2013, and March 31, 2014).** **The last quarterly report will serve as the final report for the project.** **Quarterly reports and supporting documentation can be submitted electronically to the DOH Program Manager at Kitty.Weisman@doh.wa.gov** 2. Submit quarterly reimbursement requests for dollar amounts that reflect the work completed during the quarter and Grant administration. **Reimbursement requests should be submitted with the quarterly reports. Reimbursement requests should be submitted as a state A-19 form or county invoice document.** 3. Submit a completed Watershed Characterization Study Report summarizing, analyzing, and interpreting data and information collected. A map of sensitive areas should be included in this report. 4. Submit a summary report detailing negotiations and any formalized agreements between Boistfort and Weyerhaeuser for watershed control/protection. 5. Submit a completed revised Watershed Control Plan summarizing background information, recommended prioritized actions, schedule for implementation, assignment of responsibilities, and potential financing mechanisms and partners to help implement the Plan.
PAYMENT:	1. DOH will provide reimbursement to Lewis County based on approval of quarterly and final reports and required

	deliverables. 2. Total administrative costs must not exceed 20 percent of the total reimbursement. 3. Total reimbursement for allowable costs must not exceed $35,000.

ATTACHMENT 1

FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

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

1. CIRCULARS 'COMPLIANCE MATRIX' - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

COMPLIANCE MATRIX

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State. Local and Indian Tribal Governments & Governmental Hospitals	A-102 & Common Rule	A-87	A-133
Non-Profit Organizations & Non-Profit Hospitals	A-110	A-122	A-133
Colleges or Universities & Affiliated Hospitals	A-110	A-21	A-133

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits

should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).

4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Circular A-133, as well as all applicable federal and state statutes and regulations. A subrecipient who expends $500,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Circular A-133.

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about

i. The dangers of drug abuse in the workplace;

ii. The contractor's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;

D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—

   i. Abide by the terms of the statement; and

   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—

   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

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

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

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

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her

to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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

A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.

F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

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

A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. **Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728**-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. **1681**-1683, and 1685-1686), which prohibits discrimination on the **basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794),** which prohibits discrimination on the basis of handicaps; (d) the Age

Discrimination Act of 1975, as amended (42 U.S.C. . 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C., 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C., 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C., 276a to 276a-7), the Copeland Act (40 U.S.C., 276c and 18 U.S.C., 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C., 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C., 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C., 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

Federal Funding Accountability and Transparency Act Data Collection Form (2-23-2011)

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Department of Health (DOH) also encourages registration with the Central Contractor Registry (CCR) to reduce data entry by both DOH and your organization. You may register with CCR free of charge at www.ccr.gov. Information about your organization and this contract will be reported by DOH to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

CONTRACTOR

1. Legal Name **Lewis County**	2. DUNS Number **07-927-2555**
3. Principle Place of Performance	
3a. City	3b. State
3c. Zip+4	3d. Country

4. Are you registered in CCR? ☐YES (skip to signature block. Sign, date and return) ☐NO

5. In the preceding fiscal year did your organization:
   a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
   b. $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
   c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

☐NO (skip to signature block. Sign, date and return)
☐YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

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

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

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

Signature of Authorized Representative	Print Name	Date

The Department of Health will not endorse your subaward until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form (2-23-2011)

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number
N20125

Sub-award Project Description (see instructions and example below)

The purpose of this contract is to provide funding to Lewis County on behalf of Boistfort Valley Water (Boistfort) to enable Boistfort to update their watershed control plan to ensure future protection of their Group A surface drinking water supply.

This project will enable Boistfort to update the watershed control plan as follows:

- Characterize the watershed, including identifying sensitive areas of concern, collecting supporting data on sediment loads, and determining potential threats to the drinking water supply.
- Develop strategies and agreements with Weyerhaeuser in order to better protect the watershed and prevent increased sediment load at the intake.
- Prepare a five-year watershed control plan with actions, schedule and assignment of responsibilities, including identifying financial resources for implementing the plan.

The key objective of this project is for Boistfort to conduct evaluation, monitoring and planning activities to improve understanding and protection of the Little Mill Creek Watershed. Project tasks include:

1. Conduct Watershed Characterization Study
2. Negotiate with Landowner to Develop Agreements
3. Update Watershed Control Plan

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

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

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RCW 36.01.010
Corporate powers.

The several counties in this state shall have capacity as bodies corporate, to sue and be sued in the manner prescribed by law; to purchase and hold lands; to make such contracts, and to purchase and hold such personal property, as may be necessary to their corporate or administrative powers, and to do all other necessary acts in relation to all the property of the county.

[1986 c 278 § 1; 1963 c 4 § 36.01.010. Prior: Code 1881 § 2653; 1863 p 538 § 1; 1854 p 329 § 1; RRS § 3982.]

Notes:

Severability -- 1986 c 278: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1986 c 278 § 65.]

Executive Summary

BOCC Meeting Date:
2013-06-17

Contact:
Shirley Kook

Department:
Public Works

Wording
RE: Approving an Agreement with Boistfort Valley Water and Executing a Contract to Fund a Watershed Control Plan with the State Department of Health

Description
RCW 36.01.010 allows counties to contract as may be necessary to their administrative powers. State Department of Health will fund $35,000.00 to Boistfort Valley Water to develop a five-year watershed control plan for the Little Mill Creek Watershed with Weyerhaeuser Company, and for $7,000.00 to Lewis County for administration of the funding.

Boistfort Valley Water made repairs to their intake at Little Mill Creek after the December 2007 flood, but they still deal with high sediment and turbidity problems. Weyerhaeuser's plans to harvest in the watershed could pose significant potential problems for Boistfort's treatment and distribution system. State Dept of Health met with County Environmental Health, DNR, Boistfort and Weyerhaeuser to mitigate impacts of forest practices on a public drinking water supply. Development of a watershed control plan will help Boistfort ensure future drinking water protection.

It is in the best interest for the Board to approve and authorize the Agreement with Boistfort Valley Water.

Recommendation
Approve the resolution to have the Board of County Commissioners approve and authorize the Agreement with Boistfort Valley Water.

Other

BOCC AGENDA ITEM SUMMARY

Resolution #: 13-390 **BOCC Meeting Date:** Jun 17, 2013

Suggested Wording for Agenda Item: **Agenda Type:** Consent

RE: Approving an Agreement with Boistfort Valley Water and Executing a Contract to Fund a Watershed Control Plan with the State Department of Health

Brief Reason for BOCC Action:

This resolution is to approve and authorize the Agreement with Boistfort Valley Water Company and execute a contract with the State Department of Health to fund the development of a Boistfort watershed control plan.

Submitted By: Kook, Shirley **Phone:** x2759 **Date Submitted:** May 29, 2013

Contact Person Who Will Attend BOCC Meeting: Shirley Kook

Action Needed: Approve Resolution

Publication Requirements:

Hearing Date:

Publications:

Publication Dates:

Approvals:

BOCC

Budget

Prosecutor

Public Works

Cover Letter To

Boistfort Valley Water Company, POB 269, Adna, WA 98522.