



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Kimberly D. Shelley
Executive Director

Ty L. Howard
Deputy Director

June 5, 2023

Brian Cowan, Health Officer
Weber-Morgan Health Department
477 23rd Street
Ogden, UT 84401

Dear Mr. Cowan:

With this letter, I am forwarding the one-year contract and work plan for FY24. The total funding allotment for Weber-Morgan Health Department is \$143,325 and includes the following changes over last year:

- Drinking Water funding decreased from \$28,801 to \$27,391. Drinking Water funding is based on the functions agreed to in the Scope of Work.
- Aboveground Petroleum Storage Tank Notification program was added for \$1,000.
- All other funding levels remain the same.

The funding becomes effective July 1, 2023, and will be disbursed in quarterly installments beginning August 1, 2023.

Please review the attached documents and complete the required information on Attachment C. If you agree, please sign and submit the contract using Adobe E-sign. The documents will automatically be submitted to Sarah Ward and a copy sent to you. If you have any questions or concerns, please contact Sarah at sarahward@utah.gov or 385.332.9574.

Thank you for your continued partnership.

Sincerely,

Kimberly D Shelley
Executive Director

Enclosures (5):

1. Weber-Morgan Workplan Contract FY2024
2. Attachment A Terms Gov Service
3. Attachment B Weber-Morgan Workplan FY2024
4. Attachment B.5 Weber-Morgan FY2024 Scope of Work
5. Attachment C Weber-Morgan Subaward Terms and Conditions FY2024

CC: via Email w/Enclosures

Scott Braeden, Environmental Director, Weber-Morgan Health Department
Michela Harris, Deputy Director, Weber-Morgan Health Department



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: Environmental Quality Agency Code: 480 Division Name: NA, referred to as
the State Entity, and the following Contractor:

Name: Weber-Morgan Health Department LEGAL STATUS OF CONTRACTOR
Address: 477 23rd Street Sole Proprietor
City: Ogden State: UT Zip: 84401 Non-Profit Corporation
Contact Person: Brian Cowan For-Profit Corporation
Phone No. 801.399.7101 Email: bcowan@co.weber.ut.us Partnership
Vendor No. 53003J Commodity Code No. 92535 Government Agency

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Environmental Services, as described in the attached documents.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# NA, FY , Bid No. NA, or other method:

4. CONTRACT PERIOD: Effective Date: 07/01/2023 Termination Date: 06/30/2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): NA

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 143,325 for costs authorized by this contract. Prompt Payment Discount (if any): Additional information regarding costs: Payments will be made in quarterly installments in the 2nd month of each quarter in the applicable fiscal year as follows; August, November, February, and May. The February payment will include the Sanitary Survey funding and will be adjusted, if needed, based on the Surveys completed.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services
ATTACHMENT B: Annual Workplan and DDW Scope of Work
ATTACHMENT C: Subaward Terms and Conditions

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid No. dated
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

The parties sign and cause this contract to be executed. This contract is not fully executed until the State of Utah Approving Authorities have signed this contract.

CONTRACTOR		STATE	
<u>Brian Cowan</u> <small>Brian Cowan (Jun 6, 2023 15:24 MDT)</small>	<u>06/06/2023</u>	<u>Ty Howard</u> <small>Ty Howard (Jun 6, 2023 15:34 MDT)</small>	<u>06/06/2023</u>
Contractor's Signature	Date	Agency's Signature	Date
Brian Cowan	Health Officer/Executive Director	Ty Howard	DEQ Deputy Director
Print Name	Title	Print Name	Title

STATE OF UTAH APPROVING AUTHORITIES

RECEIVED AND PROCESSED BY DIVISION OF FINANCE
06/06/2023
Director, Division of Finance Date

<u>Sarah Ward</u> Agency Contact Person	<u>385.332.9574</u> Telephone Number	<u>sarahward@utah.gov</u> Email
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ATTACHMENT A
STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

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STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

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26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

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37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

Attachment B
**Weber-Morgan Health Department
Environmental Service Delivery Plan FY2024**

Reporting

An Annual Report on Performance and Expenditures (due August 15, 2024).

Funding Sources

TOTAL: \$143,325

State

General Funds: \$88,012

Local health departments receive quarterly payments from the Waste Tire Recycling Fund, distributed by the Division of Finance in the amount of \$5 per ton of waste tires that were reimbursed under applicable subsections of § 19-6-8 et al., to be allocated according to the recommendations of the Utah Association of Local Health Officers [see § 19-6-817(1)].

NOTE: The following funding sources have restrictions; funds may solely be used for the purpose appropriated:

Federal

Air Quality Compliance: \$3,000 CFDA# 66.605 – Performance Partnership Grant Award # BG 99847521

Drinking Water: \$6,404 (Sanitary Surveys & training) plus \$20,987 (Scope of Work) CFDA#66.605 – Performance Partnership Grant Award # BG 99847521

Restricted

Petroleum Storage Tanks Collection: \$14,340

Aboveground Petroleum Storage Tank (APST) Notification Assistance: \$1,000 for (20-work hours)

Used Oil: \$9,082

Mercury and Other Water Quality: \$500

Air Quality

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Provide air quality information to the public.</p> <p>As appropriate, alert the Division of Air Quality to compliance issues.</p>	<p>Provide information to the public directly - through outreach activities, answers to questions, and/or printed information - and indirectly - via the Web and social media outlets.</p>	<p>A brief summary on how objectives were met. To the extent possible, provide the number of people reached.</p>	<p>Issues requiring action reported directly to Jay Morris, Assistant Director, at 801-413-6079 or jpmorris@utah.gov</p> <p>All other information, summarized annually, in conjunction with the End of Year Report.</p>
	<p>As appropriate, refer air quality compliance issues to Division of Air Quality staff.</p>	<p>Timely referral of issues. A brief summary of the types of issues handled directly as part of the annual report.</p>	

Drinking Water

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Maintain superior drinking water quality by ensuring adequate facilities, source protection and timely assistance to water system operators.	Provide service as outlined in the attached Drinking Water Scope of Work. (See Attachment B.5)		
Ensure that sanitary surveys are conducted using established forms and following established guidance protocol.	Conduct sanitary surveys for reimbursement (below) using established guidance protocols. Surveys are due to the Division within 30 days of completion. All surveys are to be completed and received by the Division by no later than October 31, 2023. Extension of the deadline needs to be approved by Division on case-by-case basis. The reimbursement amount for any surveys not completed will be subtracted from the February 2024 quarterly payment.	Number of systems surveyed. Percent of systems with approved ratings. Percent population served with approved ratings.	When surveys are performed. Each survey report must be submitted to DDW within 30 days of survey.

UTAH29060	NORTH FORK LEARNING CENTER	\$	456.00
UTAH29061	CUTLER FLATS	\$	456.00
UTAH29105	PIONEER BIBLE CAMP	\$	456.00
UTAH15026	MOUNTAIN GREEN LDS CHURCH	\$	456.00
UTAH15034	MORGAN 5TH & 6TH WARDS	\$	456.00
UTAH15032	MILTON LDS CHURCH	\$	456.00
UTAH29085	SPRING MOUNTAIN MUTUAL WATER CO	\$	480.00
UTAH29029	PINEVIEW WEST WATER CO	\$	480.00
UTAH15010	PETERSON PIPELINE ASSOCIATION	\$	480.00
UTAH15033	EAST CANYON RESORT	\$	536.00
UTAH15024	EAST CANYON STATE PARK	\$	536.00
UTAH29021	UINTAH HIGHLANDS IMPROVEMENT DISTRICT	\$	756.00

Executive Director's Office

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>DEQ has been delegated authority from the EPA to maintain and implement programs in conformance with federal laws, regulations, and conditions set forth in the following federal laws:</p> <ol style="list-style-type: none"> 1. Clean Water Act 2. Safe Drinking Water Act 3. Resource Conservation and Recovery Act 4. Clean Air Act 5. Pollution Prevention Act 6. Toxic Substance Control Act 7. National Environmental Policy Act 8. Federal Insecticide, Fungicide, Rodenticide Act <p>DEQ and the LHD coordinate efforts to protect the integrity of the regulatory process and ensure that enforcement actions are not put at risk due to technicalities that could have been addressed through coordination.</p>	<p>Title 19 indicates it is unlawful for any person to violate the provisions of Title 19 or the terms of any order or rule issued under it. The LHD will coordinate with either the DEQ Executive Director or a DEQ Division Director on anything that directly cites Title 19 and is the subject of a judicial (civil or criminal) enforcement process.</p>	<p>The LHD will coordinate with DEQ as situations arise.</p>	<p>Coordination efforts will be documented and submitted in the End of Year Report.</p>
<p>Environmental Justice is a rising issue across the country. DEQ and the LHD will coordinate efforts to provide public outreach and engagement to Environmental Justice communities.</p>	<p>The LHD will provide support to DEQ and DEQ Division's to provide public outreach and engagement to Environmental Justice communities.</p>	<p>The LHD will provide support to DEQ as public outreach and engagement activities arise.</p>	<p>Coordination efforts will be documented and submitted in the End of Year Report.</p>

Environmental Response and Remediation: Underground Tanks

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Prevent release of hazardous and toxic substances into the environment.	Inspect UST closures.	Number of closure inspections performed.	To the Division: <ul style="list-style-type: none"> • Inspection forms: within two weeks of performing the inspection. • Number of closure inspections: monthly, by the 20th of the next month following the inspection.
	Review UST closure plans.	Number of plans reviewed.	<ul style="list-style-type: none"> • Number of plan reviews: monthly, by the 20th of the next month.
	Inspect UST installations, upgrades, and repairs.	Number of installations, upgrade, repair inspections performed.	<ul style="list-style-type: none"> • Inspection forms: within two weeks of performing the inspection. • Number of inspections: monthly, by the 20th of the next month following the inspection.
	Investigate complaints regarding UST releases, petroleum odors, free product, hydrocarbon-contaminated groundwater and drinking water and other allegations of UST violations.	Number of complaints investigated.	<ul style="list-style-type: none"> • Complaint: verbal within 24 hours followed by written report within two weeks. • Number of complaints: monthly, by the 20th of the next month.
	Identify non-notifiers. And, join DERR inspectors in the field to help identify regulated Aboveground Petroleum Storage Tanks.	Number and location of non-notifiers identified.	<ul style="list-style-type: none"> • Non-notifier information: within two weeks of identifying the non-notifier. • Number of non-notifiers: monthly, by the 20th of the next month.

Environmental Response and Remediation: Underground Tanks

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Prevent release of hazardous and toxic substances into the environment.	Conduct 50% of the compliance inspections required at High and Moderate Risk UST facilities within the district each year. The frequency of inspection at each facility will be determined in accordance with the <i>UST Compliance Section Inspection Prioritization Policy</i> . DERR will inspect the remaining certified facilities due for inspection in the district. The facilities to be inspected each year will be determined by mutual agreement between the District and the DERR. DERR will conduct follow-up inspections at facilities out of compliance for more than six months.	Number of leak detection inspections performed. Inspection reports submitted on time.	<ul style="list-style-type: none"> • Inspection forms: within two weeks of performing the inspection. • Number of inspections: monthly, by the 20th of the next month following the inspection.
	Personnel must be properly certified as UST Inspectors and Groundwater/soil Samplers	Successfully complete applicable certification or recertification requirements.	Annually, in conjunction with the End of Year Report.

Waste Management and Radiation Control

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, and disposal of hazardous waste.</p>	<p>Investigate all incidents (e.g., spills and complaints) and allegations of solid waste and hazardous materials violations, including complaints the LHD and DWMRC receive from anonymous sources.</p> <ol style="list-style-type: none"> 1. For incidents that are resolved quickly, documentation should be submitted when the incident has been resolved. 2. For incidents that require extended follow-up, documentation should be submitted periodically. 3. Provide a written description of the incident and investigation process, including follow-up procedures and resolutions. For major problems, include photographs, 4. Ensure that all incidents are investigated and verify the issues are being addressed in a timely and appropriate manner. If issues do not get resolved, ensure that appropriate enforcement actions are taken. Notify the DWMRC for any assistance needed. 	<p>Document:</p> <ul style="list-style-type: none"> • Incidents responded to • Inspections conducted • Incidents resolved <p>Submit documentation and photographs of investigations and resolutions of major problems in the annual report.</p>	<p>Annually, in conjunction with the End of Year Report.</p>
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, and disposal of hazardous waste.</p>	<p>All staff responding to solid waste or hazardous materials questions attends and participates in a training session either electronically or in person if one is hosted by the DWMRC.</p>	<p>Attendance and participation in training.</p>	<p>Annually, in conjunction with the End of Year Report.</p>
<p>Reduce health and safety hazards from stockpiles of waste tires; promote waste tire recycling; and only allow disposal of waste tires when shredded to</p>	<p>Perform administrative duties in accordance with the Waste Tire Recycling Act.</p>	<p>Provide a copy of regulations, application forms, and procedures used to fulfill duties under the Waste Tire Recycling Act.</p>	<p>Quarterly reporting required by Utah Code Ann. § 19-6-817(2). The following in conjunction with the End of the Year Report:</p>

Waste Management and Radiation Control

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>6 in. square or smaller. See Utah Code Ann. §§ 19-6-802, 19-6-812(1)</p>	<ol style="list-style-type: none"> 1. Develop regulations, application forms, and procedures for partial reimbursement [§§ 19-6-813(1), 19-6-818(1)] of: <ul style="list-style-type: none"> • Transportation and recycling of waste tires from a retail tire business • Recycling or beneficial use of waste tires from an abandoned waste tire pile • Recycling or beneficial use of waste tires from a non-abandoned waste tire pile [see §§ 19-6-809(1), (3), (4)] 2. Provide a written report and approval status for applications for reimbursement to the Division of Finance within 15 calendar days after receiving an application [§ 19-6-814]. <ul style="list-style-type: none"> • Evaluate reimbursement applications for compliance with § 19-6-810(1) for abandoned waste tire piles, including: providing an affidavit to the recycler that the pile meets the definition of an abandoned waste tire pile [§ 19-6-803(1)]; and that the LHD has not been able to locate the responsible persons or cause the responsible persons to remove the pile. • Evaluate reimbursement applications for compliance with § 19-6-801(2) for waste tire piles that are not abandoned. 	<p>Provide a log detailing the approvals sent to the Division of Finance in conjunction with the End of the Year report. Include details of on-site investigations for first-time waste tire recyclers applying for reimbursement.</p> <ol style="list-style-type: none"> 3. Quarterly reporting required by Utah Code Ann. § 19-6-817(2). 	<ul style="list-style-type: none"> • Copy of regulations, application forms, and procedures. • Log detailing approvals send to the Division of Finance. • Documentation of on-site investigations for first-time waste tire recyclers applying for reimbursement.

Waste Management and Radiation Control			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
	<ul style="list-style-type: none"> • Evaluate applications for compliance with § 19-6-812 for reimbursement to landfill operators that dispose of waste tire shreds 6 in. square or smaller. • Conduct on-site investigations for first-time waste tire recyclers applying for reimbursement [§ 19-6-814(b)]. <p>3. Track amount of waste tires removed from abandoned piles and record the recycler that the tires are transported to; and provide a quarterly report to the DWMRC Director [§ 19-6-817(2)].</p>		
<p>*Acknowledge the authority of the County and Health Department to regulate the collection, transportation, and disposal of solid waste generated within its jurisdiction as provided for in Section 19-6-503, Utah Code Ann., 1953 as amended.</p> <p>*Acknowledge the authority of the County and Health Department to enact and enforce ordinances regarding the management of used oil as provided for in Section 19-6-723, Utah Code Ann., 1953 as amended.</p>			

Waste Management and Radiation Control: Hazardous Material			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by improper treatment, storage, and disposal of hazardous waste.	Provide environmental agency response to environmental emergencies in the Weber-Morgan District upon request by the Division. Contact the DWMRC for any assistance needed.	Track the number of incidents responded to and provide a short narrative of the outcome	Annually, in conjunction with the End of Year Report.
	Answer the public's complaints and questions regarding hazardous materials.	<ul style="list-style-type: none"> • Number of questions responded to. • Number of complaints received • Number of complaints followed up • Number resolved 	

Waste Management and Radiation Control: Used Oil

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, and disposal of used oil.</p>	<p>Inspect all used oil collection centers (UOCCs) every six months and submit an inspection report with photos documenting compliance.</p> <ol style="list-style-type: none"> 1. Document inspections on UOCC Inspection Form provided by Division of Waste Management and Radiation Control (DWMRC) either electronically or hardcopy: <ol style="list-style-type: none"> a. Ensure all inspection forms are completely filled out. Use N/A if not applicable. b. Annotate time spent to complete the inspection (include travel). c. Add comments, suggestions or issues in the comment section. 2. Attach a copy of photo(s) to each inspection form to document conditions and/or noncompliance and resolutions implemented. 3. Gather ALL DIYer log sheets at UOCCs and submit with inspection forms and photo(s) even if only a few entries have been made. 	<p>Inspector will download the most current list of UOCCs for their inspection area via DEQ website. The number of UOCCs inspected versus the total universe goal is 100%.</p> <p>Complete inspection reports must include:</p> <ul style="list-style-type: none"> • Inspection checklists, • Fully filled-out log sheets and Printed/labeled photographs of the each UOCC tank area. <p>Documentation of any non-compliance and resolutions are annotated on the inspection form in the comment section.</p> <p>All UOCC Collection Center log sheets are collected during each inspection and submitted to DWMRC with your inspection reports.</p>	<p>UOCC inspection reports which include checklist, photos and log sheets submitted to the Division, semi-annually:</p> <ul style="list-style-type: none"> • No later than Jan. 20 (for July – Dec. activity) • No later than July 20 (for Jan. – June activity)
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, and disposal of used oil.</p>	<p>Investigate all incidents (e.g., spills and complaints) regarding used oil releases and allegations of used oil violations, including complaints the LHD and DWMRC receive from anonymous sources.</p> <ol style="list-style-type: none"> 1. For incidents that are resolved quickly, documentation should be 	<p>All incidents regarding used oil releases are listed on the Semi-Annual Used Oil Report Form</p> <p>Allegations for used oil violations are investigated and reported on Used Oil Report Form.</p>	<p>Semi- annually on the UOCC Report Form:</p> <ul style="list-style-type: none"> • No later than Jan. 20 (for July – Dec. activity) • No later than July 20 (for Jan. – June activity)

Waste Management and Radiation Control: Used Oil

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
	<p>submitted when the complaint has been resolved.</p> <p>2. For incidents that require extended follow-up, documentation should be submitted periodically.</p> <p>3. Provide a written description of the incident and investigation process, including follow-up procedures and resolutions. For major problems, include photographs.</p> <p>4. Ensure that all complaints are investigated and verify the issues are being addressed in a timely and appropriate manner. If issues do not get resolved, ensure that appropriate enforcement actions are taken. Notify the DWMRC for any assistance needed.</p>	<p>Submit documentation and photographs of investigations and resolutions of major problems in the annual report.</p>	
<p>Protect public health and the environment from exposure to contamination caused by incidents or improper treatment, storage, and disposal of used oil.</p>	<p>Perform public outreach promoting used oil recycling to public groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards and other organizations.</p>	<p>Number of public education presentations performed.</p>	<p>Semi- annually on the UOCC Report Form:</p> <ul style="list-style-type: none"> • No later than Jan. 20 (for July – Dec. activity) • No later than July 20 (for Jan. – June activity)
	<p>All used oil staff attend and participate in the used oil training session either electronically or in person if one is hosted by the DWMRC.</p>	<p>Attendance and participation in used oil training by all personnel involved with used oil outreach.</p>	<p>Semi-annually on the Used Oil Report Form</p>

Water Quality

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
<p>Effectively implement the small wastewater disposal system program to protect the environment and enhance relations with and support of local health department.</p>	<p>Administer small wastewater disposal systems to comply with Utah Administrative Code R317-4 and local rules.</p> <ol style="list-style-type: none"> 1. Review, approve, and inspect all new, repairs, and alterations to both Conventional and Alternative onsite systems, including Holding Tanks. 2. Conduct complaint investigations and pursue corrections of any onsite system failures. 3. Collect the \$40 for each new onsite wastewater system installed, and remit fees to DWQ by the 30th day of the month following the end of each quarter. 4. Assure that all LHD staff involved in the review, approval, and inspection of onsite wastewater systems are trained and certified at the appropriate level per R317-11. 5. Assure that all onsite system work is done by persons certified as appropriate according to R317-11. 	<ol style="list-style-type: none"> 1. Existence of plan review, perc test, soil log evaluation and inspection records. 2. Number of systems approved broken out between conventional and alternative. 3. Number of systems inspected. 4. Total number of systems in county. 5. Number of Holding Tank approvals issued. 6. Number of complaint investigations conducted. 7. Number and type of failures identified and/or corrected. 8. Fees remitted quarterly to DWQ. 9. All staff are certified per R317-11 and identified as being Level 2 or 3. 10. All work is done by persons certified per R317-11. 	<p>Annually, in conjunction with the End of Year Report.</p>
<p>Communication and Training</p>	<p>To remain effective and knowledgeable, DWQ and LHD will continue to participate and communicate in onsite program matters.</p>	<ol style="list-style-type: none"> 1. DWQ will notify LHD by a means of communication, when a representative comes into the LHD area for onsite program business. 2. DWQ will be represented at all COWP meetings. 3. LHD will attempt to send a representative to COWP meetings. 	<p>Annually, in conjunction with the End of Year Report.</p>

Water Quality

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
		<ol style="list-style-type: none"> 4. A representative of DWQ will attend the annual Utah Onsite Wastewater Association conference. 5. LHD will attempt to send a representative to the Annual Utah Onsite Wastewater Association conference. 	
<p>Effectively implement and administer the Liquid Waste Program in the collection, storage, transportation and disposal of all sewage wastewater.</p>	<p>Administer the Liquid Waste Program per Utah Administrative Code R 317-550 to help prevent a public health hazard or nuisance or adversely affecting water quality.</p> <ol style="list-style-type: none"> 1. Ensure every Liquid Waste Operation working within the boundaries of the LHD holds a valid operating permit. 2. Ensure that the disposal sites used by the Liquid Waste operators are maintained in a sanitary manner and adequate to receive and treat these wastes. 	<ol style="list-style-type: none"> 1. Maintain a list of all Liquid Waste operators currently permitted within the LHD jurisdiction. 2. LHD may conduct annual inspections on all the liquid waste trucks used by each operator. 3. Encourage the operator to obtain a surety bond issued by a corporate surety company. 4. LHD may inspect disposal sites used by the liquid waste operators, as determined as necessary. 	<p>Annually, in conjunction with the End of Year Report.</p>
<p>Identify and manage all pollution sources to insure continued beneficial uses of water and public health protection.</p>	<p>Notify DWQ of new surface water and ground water pollution sources you become aware of.</p>	<ol style="list-style-type: none"> 1. Number of uncontrolled pollution sources and spills identified and addressed or referred to DEQ. 2. Number of fish kills investigated. 	<p>Annually, in conjunction with the End of Year Report.</p>

Water Quality: Get the Mercury Out

GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Encourage pollution prevention to Utah citizens through programs that target the reductions of special wastes.	Contractor will educate citizens where to dispose of mercury-containing household products by listing disposal locations on their website.	Update the disposal locations on the contractor website on an annual basis.	Provide URL to the contractor website where the mercury-containing disposal locations are listed on the End of Year Report.

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS**

This contract is a subaward from Federal funds. You are responsible to comply with the following Federal requirements as applicable.

TO BE FILLED OUT BY ENVIRONMENTAL QUALITY:			
Federal Agency	Environmental Protection Agency		
Project Title	Performance Partnership Grant	Assistance Program	66.605
Award Name	Performance Partnership Grant	Award #	BG 99847521
Award Date (MM/DD/YYYY)	09/24/2020		
Total Federal Award Amount Obligated this action(contract)	\$30,391		
Total of current & prior funds committed under this contract	\$30,391		
Expected future commitments under this contract	\$		
Research & Development (RND)	YES _____	NO	<u>X</u>
Will Indirect Costs Be Charged	YES _____	NO	<u>X</u> If yes, what is the approved Rate? _____

TO BE FILLED OUT BY CONTRACTOR:	
Subrecipient Name	Weber-Morgan Health Department
Unique Entity ID (UEI) (replaced DUNS#)	GRG9MLK5QG65
Zip + 4 No.	84401-1507
In the preceding fiscal year were your annual Federal revenues:	
Greater than \$25,000,000?	YES _____ NO <u>X</u>
Greater than 80% of your total revenue?	YES _____ NO <u>X</u>
If you answer yes to both of these questions, please see section O. for further guidance.	

Contractor Requirements:

- A. The contractor will comply with the following: (1) all applicable provisions of 40 CFR Parts 29, 31, 34, and 35 (if applicable), OMB Circulars A-102, A-133 and 2 CFR, Part 225 and (2) any terms and conditions set forth in this assistance agreement or assistance amendment.
- B. The Project Work Plan is the work plan for this award. Performance will be evaluated consistent with the Policy on Performance Based Assistance dated May 31, 1985.
- C. The contractor agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
- D. At the conclusion of the contract, the contractor must notify DEQ of any property acquired or inventions (EPA Form 3340-3) with funds from the contract.

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

E. The chief executive officer of this contractor shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The contractor 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.

F. Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” Contractor 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. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor 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.

Contractor may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

G. The contractor of this DEQ subaward must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart C. Additionally, in accordance with these regulations, the contractor must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&view=text&node=2:1.2.11.11.2&idno=2>.

- H. 1. The contractor agrees to:
- (a) Establish all subaward agreements in writing;
 - (b) Maintain primary responsibility for ensuring successful completion of the DEQ-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (c) Ensure that any subawards 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 contractor;
 - (d) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (e) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (f) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (g) Obtain DEQ’s consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (h) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
2. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the contractor’s DEQ Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. The contractor is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

I. 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

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

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.

J. 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 purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

K. In accordance with OMB Circular A-133, which implements the Single Audit Act, the contractor hereby agrees to obtain a single audit from an independent auditor, if it expends \$750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a contractor's fiscal year or 30 days after receiving the report from the auditor, the contractor shall submit the SF-SAC and a Single Audit Report Package. **The contractor MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>. The contractor shall also submit a copy of the single audit report to DEQ.

L. Universal Identifier Requirements.

1. Requirement for Data Universal Numbering System (DUNS) numbers. The contractor is required to have a DUNS number and provide it to DEQ.

2. Definitions. For purposes of this award term:

a. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

b. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

c. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the contractor award to an eligible subrecipient.

2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

3. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

d. Subrecipient means an entity that:

1. Receives a subaward from you under this award; and
2. Is accountable to you for the use of the Federal funds provided by the subaward

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

M. Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to DEQ.

N. DBE REPORTING

GENERAL COMPLIANCE, 40 CFR, Part 33

The contractor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

Current Fair Share Objective/Goal

Utah Department of Environmental Quality has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 4.0%; SUPPLIES .25%; SERVICES .5%; EQUIPMENT .25%

WBE: CONSTRUCTION 2.0% SUPPLIES .25%; SERVICES .5%; EQUIPMENT .25%

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under a DEQ subaward, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

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

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 55.503

The contractor agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the contractor receives the award, and continuing until the contract is completed. Only procurements with

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

certified MBE/WBEs are counted toward a contractor's MBE/WBE accomplishments. The reports must be submitted periodically as required.

Reports should be submitted to DEQ. Final MBE/WBE reports must be submitted within 45 days after the contract ends.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

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

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

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

O. COMPENSATION REPORTING

1. Reporting Total Compensation of Contractor Executives.

a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

1. the total Federal funding authorized to date under this subaward is \$25,000 or more;

2. in the preceding fiscal year, you received—

(i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

b. Where and when to report. You must report executive total compensation described in paragraph 1.a. of this award term:

1. To the Department Environmental Quality (DEQ).

2. By the end of the month following the month in which this award is made, and annually thereafter.

2. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

1. in the subrecipient's preceding fiscal year, the subrecipient received—

(i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- c.1. of this award term:
1. To DEQ.
 2. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
3. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- a. subawards,
and
 - b. the total compensation of the five most highly compensated executives of any subrecipient.
4. Definitions. For purposes of this award term:
- a. Entity means all of the following, as defined in 2 CFR part 25:
1. A Governmental organization, which is a State, local government, or Indian tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization;
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- b. Executive means officers, managing partners, or any other employees in management positions.
- c. Subaward:
1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. Subrecipient means an entity that:
1. Receives a subaward from you (the recipient) under this award; and
 2. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
1. *Salary and bonus.*
 2. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 3. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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4. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
5. *Above-market earnings on deferred compensation which is not tax-qualified.*
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000

P. Funds cannot be used for receptions, banquets and similar activities unless the events are described in the approved work plan. If an event is not in the work plan, the recipient agrees to obtain prior approval from the Department of Environmental Quality.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective 8/13/2020):

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.