



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 25, 2024

Grant Sunada, Health Officer
San Juan County Health Department
735 South 200 West Suite 2
Blanding, UT 84511

Dear Mr. Sunada:

I am enclosing the one-year contract and work plan for FY25 Contracted Work. The total funding allocated to San Juan County Health Department is \$4,978.

The contract will commence on July 1, 2024. Payments will be disbursed only after the Department of Environmental Quality (DEQ) has received an invoice outlining the services provided, along with a corresponding financial and activities report. Invoices can be submitted on a monthly, quarterly, or annual basis, at the discretion of San Juan County Health Department.

Please review the attached documents and complete the necessary information in Attachment C. If you agree to the terms, please sign and submit the contract using Adobe E-sign. The documents will be automatically sent to Sarah Ward, and a copy will be sent to you.

For any questions or concerns, please contact Sarah at sarahward@utah.gov or 385.332.9574.

Thank you for our ongoing partnership.

Sincerely,

Kimberly D Shelley
Executive Director

Enclosures (5):

1. San Juan County Workplan Contract FY2025
2. Attachment A Terms Gov Service
3. Attachment B San Juan County Workplan FY2025
4. Attachment C San Juan County Subaward Terms and Conditions FY2025
5. Attachment D Contracted Work Financial & Activities Report

CC: via Email w/Enclosures

Dennis Shumway, Environmental Director, San Juan County Utah Health Department
Mack McDonald, Chief Administrative Officer, San Juan County Utah Health Department
Jamie Harvey, San Juan County Commissioner Chair



Contract No. _____

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: San Juan County Public Health Department LEGAL STATUS OF CONTRACTOR
Address: 735 South 200 West Suite #2 _____ Sole Proprietor
City: Blanding State: UT Zip: 84511 _____ Non-Profit Corporation
Contact Person: Grant Sunada _____ For-Profit Corporation
Phone No. 435.587.3838 Email: gsunada@sanjuancounty.org _____ Partnership
Vendor No. 06866HL 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: 07/01/2024 Termination Date: 06/30/2025 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 \$ 4,978 for costs authorized by this contract.
Prompt Payment Discount (if any): _____ Additional information regarding costs:
Payments will be made after DEQ receives an invoice for services provided and reviews the accompanying financial and activities
report.

6. ATTACHMENT A: State of Utah Standard Terms and Conditions for _____ Goods or Services
ATTACHMENT B: Annual Workplan Narrative
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

_____ Contractor's Signature	_____ Date	_____ Agency's Signature	_____ Date
_____ Print Name	_____ County Commissioner Chair Title	_____ Ty Howard Print Name	_____ DEQ Deputy Director Title

STATE OF UTAH APPROVING AUTHORITIES

Director, Division of Finance

Date

_____ Sarah Ward Agency Contact Person	_____ 385.332.9574 Telephone Number	_____ sarahward@utah.gov 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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STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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.

ATTACHMENT A

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

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
San Juan County Health Department
CONTRACTED WORK
FY2025
July 1, 2024 to June 30, 2025

Reporting

An Annual Report on Contracted Expenditures and Performance/Activities (due August 15, 2025).

Contracted Funding Sources

TOTAL: \$4,978

Contracted funding sources have restrictions and funding may solely be used for the purpose appropriated.

Payments will be made after DEQ receives an invoice for services provided and reviews the accompanying financial and activities report.

State

Air Quality Compliance: \$3,000

Federal

Drinking Water: \$400 for new Scientist to attend sanitary survey training

CFDA#66.605 – Performance Partnership Grant Award #BG 99847521.

Restricted

Used Oil: \$1,078

Mercury and Other Water Quality: \$500

Air Quality			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Provide air quality information to the public. As appropriate, alert the Division of Air Quality to compliance issues.	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.	A brief summary of how objectives were met. To the extent possible, provide the number of people reached.	Issues requiring action should be reported directly to Jay Morris, Assistant Director, at 801-413-6079 or jpmmorris@utah.gov All other information is summarized annually in conjunction with the End of Year Report.
	Refer air quality compliance issues to the Division of Air Quality staff as appropriate.	Timely referral of issues. A brief summary of the types of issues handled directly as part of the annual report.	

Drinking Water			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Sanitary Survey Training Spring 2025 Improve accuracy and consistency of site visit inspections	All surveyors attend annual training virtual sessions and in-person support sessions. The in-person session will function as a day to cover questions and answers, and/or the DDW trainer can shadow the LHD surveyors on a site inspection.	Each surveyor will complete both in-person and virtual recordings (\$400 compensation per surveyor)	DDW will track virtual training participation using the Webex software.

The updates to the used oil program process are based on the pilot program running in collaboration with Southeast and Central Health Departments. In this pilot program, an online form was developed to log the gallons of used oil collected by a used oil collection center (UOCC). This form can be accessed through a QR-code and the data automatically populates a Google sheet that is accessible by both the Local Health Department (LHD) and DWMRC. This modernized process is a win-win since it will do away with the paper-based UOCC logs, which means that LHDs will no longer need to collect and submit the UOCC paper logs and DWMRC will have immediate access to this data for a smoother reimbursement process.

It is our understanding that all LHDs wish to eventually transition to the electronic UOCC log sheet process. The DWMRC will work with LHDs to make this happen in the coming year. In order to accomplish this, updates to the ESDP will be necessary to account for this program in addition to some clean-up changes. These changes, should not increase the workload or burden to LHDs. The DWMRC will work with each LHD individually to make LHD-specific changes to this template, although, we are hoping to keep all plans as consistent as possible to reduce confusion down the road. There is flexibility built into the process, around certain requirements based on feedback the DWMRC received from LHDs last year.

Used Oil

- Changed log sheet and inspection report submission requirement so it is compatible with the electronic UOCC log sheet process and inspection reports can be submitted electronically.
- Updated measures and reporting requirements so they are consistent with expectations in the annual report.
 - For example, report # of used oil incidents and allegations addressed, types of outreach performed, and description of training received annually instead of semi-annually.

For questions about these changes, contact Stevie Norcross at stevienorcross@utah.gov or 385-499-0511.

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.	<p>Inspect 100% of used oil collection centers (UOCCs) every six months and submit an inspection report with corresponding documentation (e.g., photos documenting compliance issues).</p> <ol style="list-style-type: none"> 1. Document inspections on UOCC Inspection Form provided by DWMRC: <ol style="list-style-type: none"> a. Ensure all UOCC inspection forms are complete. Use “N/A” if not applicable. 	<p>Use the most current list of UOCCs on DWMRC’s website. The goal number of UOCCs inspected versus the total numbers of UOCCs is 100%.</p> <p>Complete UOCC inspection reports that include:</p> <ul style="list-style-type: none"> ● Inspection checklists. ● Labeled photographs of each UOCC tank storage area with compliance issues. 	<p>Semi-annually with the UOCC inspection reports submitted to DWMRC:</p> <ul style="list-style-type: none"> ● No later than January 31 (for July – December activity). ● No later than July 31 (for January – June activity).

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 management of used oil.</p>	<p>b. Annotate time spent to complete the inspection and travel time. c. Add comments, suggestions, or issues in the comment section.</p> <p>2. As applicable, attach a copy of photo(s) to each UOCC inspection form to document conditions, noncompliance, and corrective actions implemented.</p> <p>3. Collect originals or copies of UOCC log sheets, not previously submitted for reimbursement, and submit with UOCC inspection forms.</p>	<p>Documentation of any compliance issues and corrective actions are annotated in the comment section of the UOCC inspection form.</p> <p>All UOCC log sheets are available to DWMRC electronically or if paper copy, submitted to DWMRC with the UOCC inspection reports.</p>	
<p>Investigate used oil environmental incidents (e.g., spills and complaints) and allegations. Verify issues are being addressed in a timely and appropriate manner. Contact the DEQ/DWMRC for any assistance needed. Ensure used oil incidents (e.g., spills and complaints) are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed.</p> <ul style="list-style-type: none"> • Submit a written description of the incident, including follow-up procedures and resolutions. • For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). 	<p>Investigate used oil environmental incidents (e.g., spills and complaints) and allegations. Verify issues are being addressed in a timely and appropriate manner. Contact the DEQ/DWMRC for any assistance needed. Ensure used oil incidents (e.g., spills and complaints) are addressed in a timely and appropriate manner. Contact DWMRC/DEQ for any assistance needed.</p> <ul style="list-style-type: none"> • Submit a written description of the incident, including follow-up procedures and resolutions. • For incidents that are resolved promptly, documentation should be submitted as soon as possible (e.g., within a couple of days). 	<p>The number of used oil incidents and allegations addressed.</p>	<p>Annually, in conjunction with the End of Year Report.</p>

Waste Management and Radiation Control: Used Oil			
GOAL	OBJECTIVE	MEASURE	TO BE REPORTED
Protect public health and the environment from exposure to contamination caused by incidents or improper management of used oil.	<ul style="list-style-type: none"> For incidents that require follow-up, documentation should be submitted periodically until the incident is resolved. <p>Perform public outreach promoting used oil recycling to groups such as the Chamber of Commerce, high school automotive shops, fairs, official boards, and other relevant organizations.</p> <p>Used oil staff review or participate in applicable training as available through DWMIRC.</p>	Type of used oil public outreach performed and estimated reach.	Annually, in conjunction with the End of Year Report.
		Brief description of training received.	Annually, in conjunction with the End of Year Report.

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.	<p>Contractor will serve as a collection center for citizens needing to dispose of mercury containing household products. Funds provided by DEQ cover mercury disposal up to \$500, through state contract with Clean Harbors</p> <p>Chuck Lawrence at Clean Harbors. (801)597-0283 lawrence.chuck@cleanharbors.com</p>	Pounds of mercury collected and properly disposed.	Annually, in conjunction with 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	<u>Environmental Protection Agency</u>		
Project Title	<u>Performance Partnership Grant</u>	Assistance Program (ALN ##.###)	<u>66.605</u>
Award Name	<u>Performance Partnership Grant</u>	Award #	<u>BG 99847521</u>
Date of Award (page 1 of award, top right)	<u>09/24/2020</u>		
Total Federal Award Amount Obligated this action (contract)	<u>\$400</u>		
Total of current & prior funds committed under this contract	<u>\$400</u>		
Expected future commitments under this contract	<u>\$</u>		
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? _____
If not the 10% de-minimis rate, attach a copy of federally approved negotiated rate.			

TO BE FILLED OUT BY CONTRACTOR:	
SUBRECIPIENT NAME	<u>San Juan County Public Health Department</u>
Zip + 4 No.	<u>84535</u>
Unique Entity ID (UEI) (replaced DUNS#)	<u>WCVABP2FEVA2</u>
The subrecipient's "unique entity identifier" in SAM. This identifier is required for registering in SAM and by 2 CFR Part 25 and 2 CFR 200.332(a)(1). Additional information on registering in SAM is available at the SAM Internet site: https://www.sam.gov/SAM/ .	
In the preceding fiscal year were your annual Federal revenues:	
Greater than \$30,000,000?	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 #7 under Contractor Requirements, EPA General Terms and Conditions, term 15.3. for further guidance.	

Contractor Requirements as Applicable:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"
3. Limitations on individual consultant fees as set forth in General Condition [2 CFR 1500.10](#) and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"
4. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

with EPA entitled “**Management Fees.**”

5. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).
6. For states and other public recipients, a provision ensuring that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.
7. Comply with the applicable EPA General Terms and Conditions at the following link: <https://www.epa.gov/grants/grant-terms-and-conditions>.

8. Nondiscrimination Laws and Social Policies

The requirements described in this section, when applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients and subrecipients are subject to the laws and policies described below. As provided in 2 CFR 200.300, the general terms and conditions of EPA grants implement these requirements. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

- **Non-Discrimination Laws**

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA’s regulations on “*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*,” in [40 CFR Part 5](#) and [40 CFR Part: 7](#) the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

- **Disadvantaged Business Enterprises**

EPA regulations at [40 CFR Part 33](#), “[Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs](#)” set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with [40 CFR 33.102](#) and the definition of “Recipient” in [40 CFR 33.103](#).

- **Consultation with State and Local Officials**

The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in [40 CFR Part 29](#).

EPA financial assistance programs subject to intergovernmental review may be found at: <https://www.epa.gov/grants/epa-financial-assistance-programs-subject-executive-order-12372-and->

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

[section-204-demonstration](#). Executive Order 12372 exempts tribal programs from intergovernmental review.

If intergovernmental review is required, and neither EPA nor the pass-through entity complied with [40 CFR Part 29](#) prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at [40 CFR 29.9\(d\)](#) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

- **Clean Air Act and Clean Water Act**

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the [System for Award Management](#). Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

9. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the [General Terms and Conditions](#) (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

- **Federal Funding Accountability and Transparency Act**

As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

- **Suspension and Debarment**

The pass-through entities responsibilities are described at [2 CFR Part 180, Subpart C](#) and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which include checking [SAM](#) to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with [2 CFR 180.220](#) under [2 CFR 1532.220](#) suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at [2 CFR 1532.995](#) EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

- **Limits on Fees Charged by Individual Consultants**

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at [2 CFR 1500.10\(a\)](#) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA](#)

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

[Assistance Agreements](#) and the [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#).

- **Management Fees**

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

- **New Restrictions on Lobbying, 40 CFR Part 34**

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by [40 CFR 34.110](#) and the “Lobbying and Litigation” Term and Condition.

- **Uniform Grant Guidance Requirements (UGG)**

Subrecipients must comply with [2 CFR Part 200](#) requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

- **Build America, Buy America Act**

Pass-through entities must ensure subrecipients comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the [Infrastructure Investment and Jobs Act \(IIJA\)](#) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards.

Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA’s [BABA website](#).

When supported by a rationale provided in Section 70914 of the IIJA, pass-through entities and/or subrecipients, as appropriate, may submit a project-specific waiver to EPA. Guidance on the submission instructions of an EPA waiver request will be available on the EPA [BABA website](#). A list of approved EPA waivers is available on the EPA [BABA website](#).

10. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

- **National Environmental Policy Act**

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at [40 CFR Part 6](#), and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

- **National Historic Preservation Act**

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

- **Archeological and Historic Preservation Act**

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

- **Farmland Protection Policy Act**

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

- **Coastal Zone Management Act**

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

- **Coastal Barriers Resources Act**

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

- **Wild and Scenic Rivers Act**

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

- **Endangered Species Act (ESA)**

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in [50 CFR Part 402](#). The ESA consultation process is triggered when an action “may affect” ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.”

- **Magnuson-Stevens Fisheries Conservation and Management Act**

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

- **Clean Air Conformity Act**

This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass- through entities and subrecipients should first consult with their state air program’s web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at [40 CFR 93.153\(c\)](#) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

- **Safe Drinking Water Act**

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

11. National Defense.

- **Never Contract with the Enemy (P.L. 113-91)**

ATTACHMENT C SUBAWARD TERMS AND CONDITIONS

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The “Never Contract with the Enemy” restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- **Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).**

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the [System for Award Management](#) exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and 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 uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.



**Local Health Department
 Environmental Service Delivery Plan
 CONTRACTED Work Financial & Activities Report**

Local Health Department	
Part I. Annual Financial Report FY25	
Contracted funding spending on specific DEQ Division and Programs	
Contracted Amount	\$
Total Expenditures for Contracted Work	\$

Part II. Contracted Work Activities

Section A. Air Quality

Environmental Measure	What You Did/Estimated Reach
1. Information provided to the public directly and indirectly, via the web and social media outlets	
Environmental Measure	Number/Types of Issues
2. Air quality compliance issues referred to Division of Air Quality	
3. <i>Please attach a separate sheet describing any other air quality-related activities, if applicable.</i>	
Total spent on activities	
\$	

Section B. Underground Storage Tanks

Environmental Measure	Reported
1. Total number of UST closure inspections	
2. Number of plans reviewed	
Closures	New
3. Number of total install, upgrade, and/or repair inspections	
4. Number of inspections assigned	
5. Number of facilities inspected	

6. Number of inspection reports submitted on time	
7. Number of complaints investigated	
8. Number and location of non-notifiers identified	
Total spent on activities	\$
Section C. Solid & Hazardous Waste - Used Oil	
Environmental Measure	Reported
1. The number of used oil incidents (e.g. spills and complaints) and allegations addressed. Some of these incidents may also be tracked in the DEQ Environmental Incident Database (online).	
2. Type of used oil public outreach performed and estimated reach.	
3. Brief description of used oil training received by staff.	
Total spent on activities	\$
Section D. Water Quality	
Environmental Measure	Reported
1. Mercury Program Reporting (please select the option below and report appropriately). <ul style="list-style-type: none"> a. Option 1: The contractor will serve as a collection center for citizens needing to dispose of mercury-containing household products. <ul style="list-style-type: none"> i. Pounds of mercury collected and properly disposed: b. Option 2: The contractor will educate citizens on where to dispose of mercury-containing household products by listing disposal locations on their website. <ul style="list-style-type: none"> i. URL to the contractor's website: c. Option 3: Opted Out. No Reporting. 	
Total spent on activities	\$
Section E. Drinking Water	
Environmental Measure	Reported
<i>Sanitary Surveys – completed surveys are on file with DDW</i>	
Total spent on activities	\$