

NEWPORT CITY COUNCIL AGENDA

May 4, 2026 AT 6:00 P.M.

INTRODUCTION

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day-to-day business within the State of Washington laws, RCW 35A, that governs optional municipal code cities. The Newport City Council is called to order by the **Mayor**, and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-5611 twenty-four (24) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL
COUNCILMEMBER NATHAN WEATHERS
COUNCILMEMBER ELIZABETH SPRING
COUNCILMEMBER JAMI SEARS
MAYOR PRO TEM MARK ZORICA
COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
AMENDMENTS & APPROVAL OF AGENDA & 04/20/2026 COUNCIL MEETING
MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

OLD BUSINESS:

Motion to approve Interlocal Agreement GVL32383 between State of Washington Department of Health and City of Newport for grant funding source water Study - Abby Gribi, City Administrator

Councilmember Review of Bills and Payroll, Standard Operating Procedure review – Abby Gribi, City Administrator

NEW BUSINESS:

Pend Oreille County Historical Society America 250 update – Sue Mauro

Motion to authorize staff to submit the Annual Report to the State Auditors – Abby Gribi

BILLS & PAYROLL:

CLAIMS CHECKS 67488-67498	\$31,063.19
CLAIMS EFT 2026 May 1 st Mtg: 1-5	\$2,283.06
CLAIMS DIR PAY 2026 May 1 st Mtg: 1	\$1,837.90
PAYROLL EFT 2026 April 2 nd PR: 1-9; EFT PFML Adj April 2 nd ; EFT PFML 1Q2026 Adj; Dir Deposit Run 04/20/2026	\$93,157.68

EXECUTIVE SESSION:

Executive Session to discuss with legal counsel litigation, potential litigation and/or legal risks, per RCW 42.30.110(1)(i)

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON APRIL 20, 2026

A meeting of the Newport City Council was held on April 20, 2026, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

Keith Campbell	Mayor
Abby Gribi	City Administrator
Tiffany Hansen	Deputy Clerk/Treasurer
Megan Clark	City Attorney

Nathan Weathers	Councilmember
Elizabeth Spring	Councilmember
Jami Sears	Councilmember
Mark Zorica	Mayor Pro Tem
Nathan Longly	Councilmember

At 6:00 PM, Mayor Campbell called the meeting to order followed by roll call and the pledge of allegiance.

AMENDMENTS & APPROVAL OF AGENDA & MINUTES:

Councilmember Zorica moved to approve the amended agenda and the minutes from April 6, 2026, Council Meeting; Councilmember Weathers seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Mayor Campbell announced the retirement of the City Clerk/Treasurer, Nickole North and thanked her for 27 years of service to the City.

Mayor Campbell expects the final report from the third-party investigation on the fraudulent theft of funds in the next few weeks.

AUDIENCE PARTICIPATION:

Kristen Yake, who resides at 1695 N. Shore Diamond Lake Rd, asked the Mayor for permission to shut down the alley behind My Sidewalk Café and 3rd Street between Union and Washington from approximately 5pm-9pm for a concert on Saturday July 11, 2026. The event is being organized by My Sidewalk Café and Newport Creative District. Mayor Campbell agreed to the road closures.

Rob Owen, proprietor of Owens Grocery at 337 S. Washington Ave, spoke about the Youth Basketball tournament in Newport on March 26-27. There were 20 teams and many found places to stay in and near Newport. Mr. Owen thanked the organizers.

CITY ADMINISTRATOR COMMENTS:

The Yard Waste Clean-up day is May 18th and will be located at a City property on Gun Club Road.

The City was able to hire a retired Clerk who has been contracted to prepare the City's annual report for the Washington State Auditor. On May 4th the report will be brought before Council for approval.

Deliverables for Department of Commerce Comprehensive Plan – Housing & Growth allocations.

Administrator Gribi attended interviews for a Lieutenant with South Pend Oreille Fire and Rescue last week.

Commissioner Zorica and Commissioner Longly asked questions about road work this summer.

STAFF COMMENTS:

WWTP/WTP Superintendent Howard - Plant and Public Works Update

Public Works:

Staff are cleaning and repairing park bathrooms. There has been vandalism over the winter.

The spray park is being prepared for opening in early June.

Wrong way signs have been installed on Washington Ave in the downtown corridor.

Stump removal and repair of the grate areas is continuing Washington Ave and Union.

Batteries have been replaced in the crosswalk sign at Union and 4th St.

A water meter and line has been installed at the ball field.

The Rodeo grounds has a water line that needs to be repaired. Staff are working to locate.

The first city wide meter reading of spring has been completed this month.

The Vac Truck has been fixed.

The City car brakes were repaired.

Wastewater:

The headwork maintenance has been completed. Now we have our own trailer we can do this maintenance whenever we want.

Annual maintenance on the digester has been completed.

The City has been working with JUB Engineers on a new disinfecting process. PAA has been used a lot in food production since the 1960's. It is more cost effective. The fecal testing has all been zeros.

The laboratory is almost dialed in. Parallel testing will continue to be done until they match.

The lift stations on the south side have issues and are being worked on.

Check valves and meters are being installed in the water wells.

A temporary summer maintenance worker will be hired due to staff shortages.

Chief Stocking - Fire Update

Thanks to the City for hosting the interviews and for the participation of Administrator Gribi.

Wildfire season will start early and will be aggressive this year due to lack of snowpack.

CPR classes are moving to a new model and will be free to the public.

CPR classes for the City staff are coming up soon.

OLD BUSINESS:

Councilmember Weathers: Continuation of accounts payable review process.

Councilmember Weathers spoke to the City attorney regarding the use of electronic documents for tracking comments and observations of Councilmember's review of City bills. A handwritten notebook may be a good option or oral reports. A suggestion was made that each council member review bills for a longer period. City Attorney Clark suggested that a policy be created for council approval.

Councilmember Sears will begin a three-month term for bill approval starting in May.

NEW BUSINESS:

Council member Sears moved to approve Agreement NP2026-03; a Joint resolution between Pend Oreille County, Towns of Cusick, Ione, Metaline, Metaline Falls and City of Newport adopting the 20-year population growth targets and allocations for the 2027 Comprehensive Plan Periodic Update. Councilmember Springs seconded. Motion carried.

Councilmember Zorica moved to table Interlocal Agreement DOH GVL32383 for funding source water study until May 4, 2026. Councilmember Longly seconded. Motion carried.

BILLS & PAYROLL:

Councilmember Spring moved to approve the bills and payroll; Councilmember Longly seconded. Motion carried.

CLAIMS CHECKS 67455-67485	\$94,830.32
CLAIMS EFT 2026 April 2nd Mtg: 1-10	\$26,142.05
CLAIMS DIR PAY 2026 April 2nd Mtg: 1-7	\$7,252.00
PAYROLL EFT PR 2026 April 1st: 1-9; Direct Deposit Run 4/6/2026	\$92,219.86

EXECUTIVE SESSION:

Executive Session to discuss with legal counsel litigation, potential litigation and/or legal risks, per RCW 42.30.110(1)(i); 7:07pm -7:22pm

ADJOURNMENT:

The meeting was adjourned at 7:23 PM.

Attest: _____
Tiffany Hansen
Deputy Clerk/Treasurer

By: _____
Keith Campbell
Mayor

CITY OF NEWPORT
VOUCHER REPORT

DATE: May 4, 2026 (First Meeting Run)

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City, and that I am authorized to authenticate and certify to said claim.

Claims Checks 67488-67498 \$31,063.19

EFT 2026 2026 May 1st Mtg: 1-5 \$2,283.06

Direct Pay 2026 May 1st: 1 \$1,837.90

Grand Total of all Claims \$35,184.15

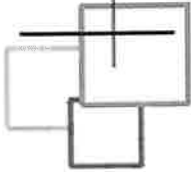
Deputy City Clerk/Treasurer: *J. Hansen* 4/25/26

Register

Fiscal: 2026
 Deposit Period: 2026 - May
 Check Period: 2026 - May - 1st Council Meeting

Number	Name	Print Date	Clearing Date	Amount
Mountain West				
Check				
67488	Albeni Falls Building Supply	5/4/2026		\$134.30
67489	Newport First Baptist Church	5/4/2026		\$20.00
67490	Criminal Justice Training Commission	5/4/2026		\$441.20
67491	FedEx	5/4/2026		\$22.31
67492	JUB Engineers	5/4/2026		\$27,537.02
67493	Mammoth Automotive	5/4/2026		\$75.99
67494	Margo Tackett	5/4/2026		\$1,762.80
67495	Newport Creative Distict	5/4/2026		\$85.00
67496	PO CO Counseling Services	5/4/2026		\$254.57
67497	Vision Municipal Solutions	5/4/2026		\$630.00
67498	WMCA	5/4/2026		\$100.00
	Kimley-Horn and Associates, Inc. - DIRECT PAY	5/4/2026		\$1,837.90
	LocalTel Communication - AUTOPAY	5/4/2026		\$566.44
	Pitney-Bowes -AUTO PAY	5/4/2026		\$529.90
	State of WA Department of Retirement Systems	5/4/2026		\$25.00
	Vimly Benefit Solutions, Inc. - EFT	5/4/2026		\$1,057.10
	Ziply Fiber - AUTO PAY	5/4/2026		\$104.62
	Total		Check	\$35,184.15
	Total		51040005632	\$35,184.15
	Grand Total			\$35,184.15

Voucher Directory



Fiscal: : 2026 - May
 Council Date: : 2026 - May - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Albeni Falls Building Supply	67488				
		04/25/2026	Albeni Falls Statement		
			001-000-000-521-20-48-00	Repair & Maintenance	\$57.60
				Remodel supplies	\$76.70
			101-000-000-543-30-31-00	Operating Supplies	\$134.30
			Total 04/25/2026 Albeni Falls Statement		\$134.30
			Total 67488		\$134.30
Total Albeni Falls Building Supply					\$134.30
Business License endorsement refund	67489				
		2026 - May - 1st Council Meeting			
			Business License refund 601853910	Newport First Baptist Church	\$20.00
			001-000-000-321-99-00-00	Business Licenses	\$20.00
				Non profit is exempt	\$20.00
			Total Business License refund 601853910		\$20.00
			Total 67489		\$20.00
Total Business License endorsement refund					\$20.00
Criminal Justice Training Commission	67490				
		2026 - May - 1st Council Meeting			
			Invoice - 201142832		\$441.20
			001-000-000-521-20-41-00	Professional Services	\$441.20
				Training Tobeck and Delano SID investigations	\$441.20
			Total Invoice - 201142832		\$441.20
			Total 67490		\$441.20
Total Criminal Justice Training Commission					\$441.20
FedEx	67491				
		2026 - May - 1st Council Meeting			
			Invoice - 9-240-81907		\$22.31
			001-000-000-521-20-42-00	Communications	\$22.31
				Shipping to Tox lab	\$22.31
			Total Invoice - 9-240-81907		\$22.31
			Total 67491		\$22.31
Total FedEx					\$22.31

Vendor	Number	Reference	Account Number	Description	Amount
JUB Engineers	67492	Invoice - 193210	2026 - May - 1st Council Meeting		
			411-000-100-535-35-41-06	DOE Funding - Sewer Upgrade	\$27,537.02
			PR#29	Waste Water Sewer Upgrade	
		Total Invoice - 193210			\$27,537.02
Total JUB Engineers	Total 67492				\$27,537.02
Kimley-Horn and Associates, Inc. - DIRECT PAY		Direct Pay 2026 May 1st - 1	2026 - May - 1st Council Meeting		
		Invoice - 35380977	001-000-000-558-50-41-00	Professional Services	\$1,837.90
			On Call		
		Total Invoice - 35380977			\$1,837.90
Total Direct Pay 2026 May 1st - 1					\$1,837.90
Total Kimley-Horn and Associates, Inc. - DIRECT PAY					\$1,837.90
LocalTel Communication - AUTOPAY		EFT 2026 May 1st - 1	2026 - May - 1st Council Meeting		
		04/15/2026 LocalTel Statement	001-000-000-514-20-42-00	Communications	\$23.75
			Internet		
			001-000-000-521-20-42-00	Communications	\$90.00
			001-000-000-576-30-42-00	RV Park Communications	\$89.95
				RV Park	
			001-000-000-576-80-42-00	Communications	\$33.59
			101-000-000-543-30-42-00	Communications	\$57.34
			410-000-000-534-34-42-00	Communications	\$147.29
			411-000-100-535-35-42-00	Communications	\$124.52
		Total 04/15/2026 LocalTel Statement			\$566.44
Total EFT 2026 May 1st - 1					\$566.44
Total LocalTel Communication - AUTOPAY					\$566.44
Mammoth Automotive	67493	Invoice - 5203	2026 - May - 1st Council Meeting		
			001-000-000-521-20-48-00	Repair & Maintenance	\$75.99
				SRO Expenses	
			65711D 2014 Ford oil change		
		Total Invoice - 5203			\$75.99
Total Mammoth Automotive	Total 67493				\$75.99

Vendor	Number	Reference	Account Number	Description	Amount
Margo Tackett	67494	Invoice - 04212026	2026 - May - 1st Council Meeting		
			001-000-000-514-20-41-00	Professional Services	\$440.70
			101-000-000-543-30-41-02	Preparing and filing annual SOA report	\$440.70
			410-000-000-534-34-41-00	Professional Services	\$440.70
			411-000-100-535-35-41-04	Professional Services	\$440.70
		Total Invoice - 04212026			\$1,762.80
					\$1,762.80
					\$1,762.80
Total Margo Tackett	Total 67494				
Park Deposit Refunds	67495	04252026 Park rental refund	2026 - May - 1st Council Meeting	Newport Creative District	
			001-000-000-347-30-00-00	Park Reservation Fees	\$35.00
				Refund due to bathrooms not being open	\$50.00
			001-000-000-582-10-00-00	Park Deposit Refund	\$85.00
		Total 04252026 Park rental refund			\$85.00
					\$85.00
Total Park Deposit Refunds	Total 67495				
Pitney-Bowes -AUTO PAY	EFT 2026 May 1st - 2	Invoice - 3322271006	2026 - May - 1st Council Meeting		
			001-000-000-591-18-70-02	1/4 Postage Machine Lease	\$132.47
			101-000-000-591-47-70-02	1/4 Postage Lease	\$132.47
			410-000-000-591-34-70-02	1/4 Postage Machine Lease	\$132.48
			411-000-100-591-35-70-02	1/4 Postage Machine Lease	\$132.48
		Total Invoice - 3322271006			\$529.90
					\$529.90
					\$529.90
Total Pitney-Bowes -AUTO PAY	Total EFT 2026 May 1st - 2				
PO CO Counseling Services	67496	March 2026 Liquor and Cannabis Tax	2026 - May - 1st Council Meeting		
			001-000-000-566-20-41-00	2% Alcohol - Mental Health	\$254.57
		Total March 2026 Liquor and Cannabis Tax			\$254.57
					\$254.57
					\$254.57
Total PO CO Counseling Services	Total 67496				
State of WA Department of Retirement Systems	EFT 2026 May 1st - 3	Invoice - 1720987	2026 - May - 1st Council Meeting		
			001-000-000-514-20-49-00	Miscellaneous Expenditure	\$6.25
				Old Age & Survivors admin fee	

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-543-30-49-00	Miscellaneous Expenditures	\$6.25
			410-000-000-534-34-49-00	Miscellaneous Expenditures	\$6.25
			411-000-100-535-35-49-00	Miscellaneous Expenditures	\$6.25
		Total Invoice - 1720987			\$25.00
		Total EFT 2026 May 1st - 3			\$25.00
		Total State of WA Department of Retirement Systems			\$25.00
		Vimly Benefit Solutions, Inc. - EFT			
		EFT 2026 May 1st - 4			
		May 2026 LEOFF1			
			001-000-000-521-20-20-03	Leoff I Med Insur/LifeFlight	\$1,057.10
				Bill Clark Med Insurance	
		Total May 2026 LEOFF1			\$1,057.10
		Total EFT 2026 May 1st - 4			\$1,057.10
		Total Vimly Benefit Solutions, Inc. - EFT			\$1,057.10
		Vision Municipal Solutions			
		67497			
		Invoice - 09-17246			
			001-000-000-514-20-41-00	Professional Services	\$157.50
				Website and domain hosting	
			101-000-000-543-30-41-02	Professional Services	\$157.50
			410-000-000-534-34-41-00	Professional Services	\$157.50
			411-000-100-535-35-41-04	Professional Services	\$157.50
		Total Invoice - 09-17246			\$630.00
		Total 67497			\$630.00
		Total Vision Municipal Solutions			\$630.00
		WMCA			
		67498			
		Invoice - 06581			
			001-000-000-514-20-49-00	Miscellaneous Expenditure	\$100.00
				T Hansen Membership renewal	
		Total Invoice - 06581			\$100.00
		Total 67498			\$100.00
		Total WMCA			\$100.00
		Ziply Fiber - AUTO PAY			
		EFT 2026 May 1st - 5			
		04/23/2026 Ziply Statement 5094472226			
			001-000-000-521-20-42-00	Communications	\$104.62

Vendor Number Reference Account Number Description Amount

\$104.62
\$104.62
\$104.62

Total 04/23/2026 Ziply Statement 5094472226
NPD Fax Line

Total EFT 2026 May 1st - 5

Total Ziply Fiber - AUTO PAY

\$35,184.15

17

Vendor Count

Grand Total

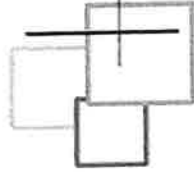
CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: April 25, 2026

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that EFT Payment PR 2026 April 2nd 1 through 9, EFT PFML Adjustment April 2nd; EFT PFML 1Q 2026 Adjustment, as well as the Direct Deposit run 4/20/2026 for employees are approved for payment in the amount of \$93,157.68 this 4th day of May 2026.

Councilmember _____
Councilmember _____
Councilmember _____
Councilmember _____
Councilmember _____

City Deputy Clerk/Treasurer *J. Hansen* 4124126

Register



Number	Name	Fiscal Description	Cleared	Amount
Direct Deposit Run - 4/20/2026	Payroll Vendor	2026 - April - 2nd Council Meeting		\$44,389.34
EFT PFML 1Q 2026 adjustment1	Employment Security - PMFL	2026 - April - 2nd Council Meeting		\$535.11
EFT PFML adjustment April 2026 2nd	Employment Security - PMFL	2026 - April - 2nd Council Meeting		\$91.16
EFT PR 2026 April 2nd - 1	Dept of Labor & Industry	2026 - April - 2nd Council Meeting		\$4,988.69
EFT PR 2026 April 2nd - 2	Dept of Retirement - Def Comp	2026 - April - 2nd Council Meeting		\$1,002.50
EFT PR 2026 April 2nd - 3	Dept of Retirement Systems	2026 - April - 2nd Council Meeting		\$6,566.01
EFT PR 2026 April 2nd - 4	EFTPS	2026 - April - 2nd Council Meeting		\$13,790.49
EFT PR 2026 April 2nd - 5	Employment Security	2026 - April - 2nd Council Meeting		\$118.87
EFT PR 2026 April 2nd - 6	Employment Security - LTC	2026 - April - 2nd Council Meeting		\$274.98
EFT PR 2026 April 2nd - 7	Employment Security - PMFL	2026 - April - 2nd Council Meeting		\$399.50
EFT PR 2026 April 2nd - 8	Idaho State Tax	2026 - April - 2nd Council Meeting		\$956.00
EFT PR 2026 April 2nd - 9	Vimly Benefit Solutions, Inc. - EFT	2026 - April - 2nd Council Meeting		\$20,045.03
				\$93,157.68



CONTRACT NUMBER: GVL32383	SUBRECIPIENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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INTERLOCAL AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
CITY OF NEWPORT

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and **CITY OF NEWPORT**, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: To provide federal EPA pass-through grant funding to City of Newport to conduct a hydrogeological study that will assess water sources available and analyze alternatives that allow maximum and most efficient utilization of authorized groundwater for water users. This project aligns with DOH DWSRF 5 of 15% set asides workplan Task 2: "Provide project funding assistance to water systems, local governments, public utility districts, water sewer districts, and non-profit organizations to carry out source water protection activities that protect public drinking water sources." This project meets the source water protection program essential elements and supports Pillars 1 and 3 of the 2025 EPA "Powering the Great American Comeback" Initiative by ensuring safe drinking water and emphasizing cross-agency partnerships.

Funding source: BIL YR 2 STIMULUS 5 of 15%

THEREFORE, IT IS MUTUALLY AGREED THAT:

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

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on ***Date of Execution and be completed on June 30, 2028***, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If federal funds are included in this contract as indicated below, this contract requires compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization.

If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at SAM.GOV.

Information about your organization and this contract will be made available on www.USASpending.gov by DOH as required by P.L. 109-282.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$187,052.00** in accordance with Exhibit A, attached hereto and incorporated herein. Consideration includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

Federal: \$187,052.00 State: \$0 Other: \$0 **TOTAL: \$187,052.00**

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

INVOICES AND PAYMENT: Contractor will submit invoices to the DOH Contract Manager for all amounts to be paid within 30 days of the month of service, or the submission date of deliverables with an associated cost, as specified in the Statement of Work (SOW). Refer to the SOW, Exhibit A, for invoice due dates on any budget/funding period(s) that end during the contract period of performance. DOH must receive correct and complete FINAL invoices no later than 45 days after the contract expiration date. Invoices must reference the contract number and provide detailed information as required. All invoices must be approved by DOH prior to payment; approval will not be unreasonably withheld. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. DOH will return all incorrect or incomplete invoices and will not pay for services that occur outside the period of performance. The Contractor will not invoice for services if they are entitled to payment, have been, or will be paid, by any other source for that service.

DOH will issue payment within 30 days of receiving a correct and complete invoice and approving the deliverable(s). Late invoices will be paid at the discretion of DOH and are contingent upon the availability of funds. Failure to submit a properly completed IRS form W-9 may result in delayed payments.

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

ALLOWABLE COST: Shall mean an expenditure which meets the test of the Uniform Guidance (2CFR 200) (see "I. Federal Compliance"). The most significant factors affecting allowability of cost are; 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under State or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420).

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to

Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

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

The Contract Manager for DOH is:	The Contract Manager for the Contractor is:
Name: <u>Chelsea Cannard</u>	Name: _____
Office: <u>EPH/ODW</u>	Title: _____
Agency: <u>Department of Health</u>	Company: _____
Address: <u>PO Box 47905</u>	Address: _____
City, State, Zip: <u>Olympia, WA 98504</u>	City, State, Zip: _____
Phone: <u>544-233-1799</u>	_____

CONTRACT: Shall mean the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the non-Federal entity receiving the Federal funds:

- A. Provides the goods and services within normal business operations;
- B. Provides similar goods or services to many different purchasers;
- C. Normally operates in a competitive environment;
- D. Provides goods or services that are ancillary to the operation of the Federal program; and
- E. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

CONTRACTOR: Shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this contract.

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

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

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

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 1. Special Terms and Conditions (Exhibit C if used)
 2. Primary document (document that includes the signature page)
 3. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1)
 4. Statement of Work (Exhibit A)

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

NONCOMPLIANCE: Shall mean if a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the Federal award.
- D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- E. Withhold further Federal awards for the project or program.
- F. Take other remedies that may be legally available.

NONDISCRIMINATION –

- A. **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- B. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- C. **Default.** Notwithstanding any provision to the contrary, DOH may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such

suspension will remain in place until DOH receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DOH shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOH for default under this provision.

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

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

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

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

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

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys,

studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

RISK ASSESSMENT: Shall mean (2 CFR 200.331(b)) DOH is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- A. The subrecipient's prior experience with the same or similar subawards;
- B. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
- C. Whether the subrecipient has new personnel or new or substantially changed systems; and
- D. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- Encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of Washington Technology Solutions (WaTech) policy SEC-01 through SEC-13, Securing Information Technology Assets, available at: [https://www.wattech.wa.gov/Portals/0/Assets/SEC-01%20through%20SEC-13%20Securing%20Information%20Technology%20Assets.pdf](#)
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with WaTech security standard SEC-01 through SEC-13 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form.

This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:

- Documented access authorization and change control procedures;
- Card key systems that restrict, monitor and log access;
- Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
- Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
- Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
- Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in WaTech security standards;

- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

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

SPECIFIC CONDITIONS:

- A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with (2 CFR 200.207) paragraphs (b) and (c) of this section, under the following circumstances:
1. Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
 2. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
 3. When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
 4. When an applicant or recipient is not otherwise responsible.
- B. These additional Federal award conditions may include items such as the following:
1. Requiring payments as reimbursements rather than advance payments;
 2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 3. Requiring additional, more detailed financial reports;
 4. Requiring additional project monitoring;
 5. Requiring the non-Federal entity to obtain technical or management assistance; or
 6. Establishing additional prior approvals.
- C. The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:
1. The nature of the additional requirements;
 2. The reason why the additional requirements are being imposed;
 3. The nature of the action needed to remove the additional requirement, if applicable;
 4. The time allowed for completing the actions if applicable, and

5. The method for requesting reconsideration of the additional requirements imposed.
- D. Any specific conditions must be promptly removed once the conditions that prompted them have been corrected

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

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

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

SUBRECIPIENT: Shall mean a non-Federal entity that received a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- A. Determines who is eligible to receive what Federal assistance;
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- E. In accordance with its contract, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of a pass-through entity.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to

resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME	TITLE
DOH CONTRACTING OFFICER SIGNATURE	DATE

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

NOTE: The Contractor's signature is also required on Attachment 1, Federal Certifications and Assurances.

**STATEMENT OF WORK
STATE OF WASHINGTON DEPARTMENT OF HEALTH
DOH Contract GVL32383
CITY OF NEWPORT**

Period of Performance: Date of Execution through June 30, 2028

SOURCE WATER PROTECTION LOCAL ASSISTANCE: *The Department of Health Office of Drinking Water (ODW) administers the Source Water Protection Program (SWPP) to prevent, reduce and eliminate pollution and to encourage practices that ensure a reliable supply of drinking water. ODW administers federal pass-through funding from DWSRF 5% of 15% set aside allocation from EPA to fund subrecipients that implement ODW's source water protection program. This project meets the source water protection program essential elements and supports Pillars 1 and 3 of the 2025 EPA "Powering the Great American Comeback" Initiative by ensuring safe drinking water and emphasizing cross-agency partnerships.*

PROJECT TITLE: City of Newport Hydrogeological Source Study

OBJECTIVE: The purpose of this contract is to provide federal EPA pass-through grant funding to City of Newport (SUBRECIPIENT) to conduct a hydrogeological study that will assess water sources available and analyze alternatives that allow maximum and most efficient utilization of authorized groundwater for water users.

BACKGROUND: The City of Newport operates a public drinking water system with 13 small diameter wells operating under the authorization of three water right certificates: G3-22797C, G3-25887C, and G3-26830C. These water rights allowed for a system to operate within a total of 1,034 gpm and 1,418 acre-feet per year. Two wells are not currently operational and are the only source of groundwater to the Water Treatment Plant. Historically, there's been a lack of appropriate scientific basis on the hydrogeologic setting of the water resources in the immediate area. This has resulted in inadequate installation and operation of water supply wells. No detailed understanding of hydrogeologic rationale for the well placement and construction of the existing wells has been completed.

The current wells, their construction, and interference must be evaluated as several of the wells are in very close proximity of each other and at similar depths, which may cause reduced yields and the efficiencies of the wells. This project will collect best available data on the groundwater aquifer conditions in the vicinity, and with this understanding of the hydrogeology in the area, develop a more efficient and sustainable water supply system.

The intent of the study is to understand where the most sustainable groundwater source and recharge areas are within the City of Newport. This will help devise a plan to establish a management plan to operate a more efficient water supply system that operates within the overall water rights. Understanding the hydrogeologic setting within this area of the WIRA is needed to properly plan for improvements in the system and how the resource can be best utilized for the water users in the area. This project will gather information that will improve the City's ability to run the water system efficiently and make informed decisions about viable sources of drinking water.

TASK DESCRIPTION	DELIVERABLE	DUE DATE	BUDGET
Quality Assurance Management Plan (QAPP) Develop a Quality Assurance and Project Plan (QAPP) for environmental information operations under this agreement. No further activities under this agreement can begin until EPA has approved the QAPP.	Submit QAPP to DOH for review. DOH will submit the QAPP to EPA for approval.	Within 4 months of contract execution	\$4,262

**STATEMENT OF WORK
STATE OF WASHINGTON DEPARTMENT OF HEALTH
DOH Contract GVL32383
CITY OF NEWPORT**

Period of Performance: Date of Execution through June 30, 2028

TASK DESCRIPTION	DELIVERABLE	DUE DATE	BUDGET
<p>Data Collection & Preliminary Assessment Collect and review all existing geologic and hydrogeologic data and reports. Review water right databases in the watershed, including water rights appurtenant to the subject property, develop conclusion on the hydrogeologic water body the City has the legal right to withdraw groundwater. Locate all wells, surface water diversions, gauging stations and springs in the vicinity of the property. Review well logs, geologic maps, available geologic and hydrogeologic reports, and other pertinent information at site. Locate all known seeps and surface water bodies on the property, or which may affect the water budget. Review data collected for the watershed planning effort, if available. Review future water demands in Water System Plan. Compile pumping data and well efficiency information on all existing wells. Summarize the seasonal/monthly water demands required by the City water users. From data collected, construct a series of hydrogeologic cross sections of the aquifer systems in the vicinity of the City of Newport. Review existing precipitation data, flow data, water users data (water rights), and hydrogeologic data to develop a preliminary water use budget. From existing data and survey of water system area, develop a hydrologic/ hydrogeologic conceptual model of the project site and area.</p>	<p>Prepare a task memo describing hydrogeologic conceptual model and cross-sections.</p>	<p>Within 12 months of QAPP approval</p>	<p>\$25,722</p>
<p>Groundwater Monitoring & Testing Network Collect depth to water measurements in existing wells. Collect existing data on surface water flow and river storage in Pend Oreille River to be used to develop opinion if water supply wells are within bank storage of the river. Evaluate which wells for new transducers that should be installed to continuously monitor the aquifer conditions, seasonal changes in water tables, and well interference. Purchase and install transducers in up to 10 existing wells (costs provided for purchase of transducer equipment, computer cable links, and transducer software for laptop computer). Measure in well head elevation for the 10 existing wells (cost provided for licensed surveyor to develop elevations). Evaluate whether surface water seep monitoring with transducers is required to estimate groundwater withdrawal impacts on the surface water. If determined, that a need is required for seep flow data, install up to two surface water transducers protected within stilling wells.</p>	<p>Prepare a task memo describing work completed and including a table of well head elevations and depth to groundwater.</p>	<p>Within 14 months of QAPP approval</p>	<p>\$50,866</p>
<p>Aquifer Testing & Characterization Evaluate system where to conduct the most efficient pump testing on the wells within the existing system to fully characterize the aquifer for future water use demands. If suitable locations are identified, conduct aquifer testing to determine aquifer yields and well interference. Testing may include completion of a 24-hour pump test, or an extended yield test dependent upon the results developed from previous tasks. Testing for interference may include</p>	<p>Prepare a task memo describing pump test activities and findings.</p>	<p>Within 18 months of QAPP approval</p>	<p>\$79,810</p>

**STATEMENT OF WORK
STATE OF WASHINGTON DEPARTMENT OF HEALTH
DOH Contract GVL32383
CITY OF NEWPORT**

Period of Performance: Date of Execution through June 30, 2028

TASK DESCRIPTION	DELIVERABLE	DUE DATE	BUDGET
simultaneous pump tests at adjacent aquifers. Use collected data to develop aquifer characteristics to in transmissivity, hydraulic conductivity and storativity of the aquifer. Evaluate current and past performance of existing wells and potential interference. Use data from Task 1-3 to establish a wellhead survey elevation map and groundwater gradient map.			
<p>Data Review & Alternatives Analysis/Project Management & Meetings Review existing and collected geologic, hydrologic, and hydrogeologic data to determine if the existing water supply system should be modified (e.g. new wells, modified wells, etc.) and/or if alternative sources are available around the project site that would be more efficient to modify the system. Conduct Project meetings relative to project status updates. Evaluate existing water right for future system modifications, including required changes and feasibility. Outline potential paths forward for water right compliance in system modification or new source establishment. Identify potential new source locations in the area based on data collected. If available, include information related to water rights in this assessment. Conduct up to four project meetings and final presentation of project to City Council, if needed.</p>	Prepare a written technical report summarizing observations, testing, conclusions and recommendations along with supporting field and laboratory data. Outline the required geologic, hydrogeologic and water use conditions at water system to develop appropriate water resource management alternatives	6/30/2028	\$26,392
<p>Contract Administration</p>	<p>Submit quarterly reports describing tasks performed in the reporting period, progress of deliverables, work planned for next quarter, and any scheduling issues.</p> <p>Submit a final project report that outlines all tasks and activities, source water protection outcomes, and photographs (if applicable).</p>	<p>Quarterly reports are due the last day of each working quarter for the duration of the contract.</p> <p>Final project report due 6/30/2028</p>	In-Kind
TOTAL CONTRACT CONSIDERATION			\$187,052

STATEMENT OF WORK
STATE OF WASHINGTON DEPARTMENT OF HEALTH
DOH Contract GVL32383
CITY OF NEWPORT

Period of Performance: Date of Execution through June 30, 2028

BILLING:

DOH will provide reimbursement to SUBRECIPIENT based on approval of quarterly reports and required deliverables. Reimbursement requests must be submitted to the DOH Contract Manager within 2 weeks of the last day of each working quarter for the duration of the contract period. Reimbursement requests must include A19 form and supporting documentation, including subtotal by Task. SUBRECIPIENT is responsible for tracking all project expenditures as related to this contract and maintaining records. SUBRECIPIENT may move up to 10% of the total budget between Tasks with advance written approval from DOH Contract Manager, with total reimbursement not to exceed contract consideration.

HOLD BACK: DOH will hold back 10% of the total approved invoice amounts until the project is successfully completed. Final payment will be made, including all held back amounts, when all deliverables are received and approved by DOH.

PROJECT END DATE: 6/30/2028, or earlier if all the activities identified in the Statement of Work are complete and all deliverables are received and approved by DOH. Work performed prior to contract execution or after project end date is not eligible for reimbursement. If a contract amendment is needed, including schedule extensions, SUBRECIPIENT must request an amendment no later than 3/30/2028 to be considered.

STATEMENT OF WORK
 STATE OF WASHINGTON DEPARTMENT OF HEALTH
 DOH Contract GVL32383

This table includes only active funding sources.

Federal Grant Information Sheet

Subrecipient/Contractor: City of Newport
Contract Number: GVL32383
UEI Number: WYD1RK3P8WM1
Period of Performance: **Start Date:** DOE **End Date:** 6/30/2028 **Approved Indirect Rate:** 10% de minimis
Project Description: The purpose of this contract is to provide federal EPA pass-through grant funding to City of Newport to conduct a hydrogeological study that will assess water sources available and analyze alternatives that allow maximum and most efficient utilization of authorized groundwater for water users. This project aligns with DOH DWSRF 5 of 15% set asides workplan Task 2: "Provide project funding assistance to water systems, local governments, public utility districts, water sewer districts, and non-profit organizations to carry out source water protection activities that protect public drinking water sources." This project meets the source water protection program essential elements and supports Pillars 1 and 3 of the 2025 EPA "Powering the Great American Comeback" Initiative by ensuring safe drinking water and emphasizing cross-agency partnerships

Contact Information:
 dohcon.mgmt@doh.wa.gov
 Chelsea Cannard
 Research and Development?
 (If YES, check box)

DOH Contract Manager:
 Chelsea Cannard
Approved Indirect Rate: 10% de minimis
Limiting Indirect Cost Rate: No

Federal Award Identification Number	Federal Award Date	Federal Agency Name	Total Amount of the Federal Award to DOH	CFDA #	CFDA Program Title	Name of Pass-Through Agency	Amount of Federal Funds Obligated by This Action	Cumulative amount for this funding source in this agreement.
4D-02J75601	8/7/2024	U.S. Environmental Protection Agency	\$ 48,214,000	66.468	Capitalization Grant for DWSRF	Washington State Department of Health	\$ 187,052	\$ 187,052

The information below is included for program awareness and possible inclusion of additional language in the SOW. Remove the language below as necessary and if addressed in the SOW. Certifications and Assurances – all requirements imposed on the subrecipient by the federal awarding agency: The contract boilerplate covers all standard certifications and assurances.

Are there any additional requirements imposed by the pass-through entity (DOH) to meet its own responsibilities to the awarding agency? Yes No If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the "Statement of Work" section of the contract.

All subrecipients are required to make their accounting records available and accessible to the awarding agency: This requirement can be found in the "Records Maintenance" section of the contract.

- Closeout Requirements:**
- (1) Submit all final billings within 45 days of the end of the contract (This is required per standard contract language.)
 - (2) Submit all required program reports and deliverables within 45 days (This is required per standard contract language.)
 - (3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements.)
 - (4) Additional DOH program specific contract closeout requirements (If applicable, see statement of work for additional closeout requirements.)

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

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

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

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

- I. **UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document established requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles, and audit requirements are identified by subrecipient organization type.

Compliance Matrix

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also

includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast, Cervical and Colon Health Program (BCCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable Federal and State statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F.

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
- 1) The Dangers of drug abuse in the workplace;
 - 2) The contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying

Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

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

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

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

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

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

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. B. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION NAME: (if applicable) CITY OF NEWPORT	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient

- records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Super circular 2CFR200, Subpart F.
- 18. Will comply with 2CFR200.216 - Prohibition on certain telecommunications and video surveillance services or equipment - as amended effective August 13, 2020, and any amendments to this section thereafter
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION NAME: (if applicable) CITY OF NEWPORT	DATE

City of Newport, Washington
Councilmember Review of Bills and Payroll
Standard Operating Procedure

1. Purpose

The purpose of this procedure is to establish a consistent, transparent, and accountable process for City Councilmember review of bills and payroll, and to ensure proper documentation of such reviews as public records.

2. Scope

This SOP applies to all five (5) City Councilmembers, including the Mayor Pro Tem, involved in the rotating review of: (1) City bills, invoices, and claims; and (2) Payroll records and registers.

3. Rotation Schedule

3.1 Quarterly Rotation. Councilmembers shall review bills and payroll on a rotating quarterly basis. Each quarter consists of three (3) months.

3.2 Assigned Positions. Rotation shall follow Council positions, beginning with Council Position #1, unless the Council otherwise agrees as a body. The Mayor Pro Tem shall participate in the rotation schedule according to their assigned council position, and no additional or separate review authority is granted to this position outside the rotation. The City Clerk shall maintain and publish the annual rotation scheduled, with any adjustments approved by the City Council in its January meeting.

3.3 Overlap Period. A one-week overlap shall occur at the beginning of each quarter and at the end of each quarter. During the overlap period the outgoing and incoming Councilmembers shall both review bills and payroll. Both members shall sign off during this period.

4. Review Responsibilities

The assigned Councilmember(s) shall:

- a. Review all submitted bills, invoices, and claims for accuracy, proper authorization, and budget alignment.
- b. Review payroll records for accuracy of hours and wages, proper approvals, compliance with applicable policies.
- c. Identify discrepancies, irregularities, or concerns.
- d. Indicate review completion via signature or initialing on designated approval documents.

5. Review Log Requirements

5.1. Purpose of Log. A Bills and Payroll Review Log shall be maintained as an official public record documenting each review.

5.2 Log Format. The Bills and Payroll Review Log shall be a bound logbook (no loose-leaf pages), with pages that are pre-numbered and maintained in sequential order.

5.3 Required Entries. Each entry must include:

- a. Date of review
- b. Councilmember name (printed)
- c. Councilmember initials or signature
- d. Time period covered by the review
- e. Summary of review actions taken
- f. Any findings, discrepancies, or notes directly related to bills or payroll.

6. Public Record Compliance

6.1 Content Restrictions. Entries in the log must be **limited strictly** to matters concerning bills and payroll review. Entries shall not include personal opinions unrelated to the review, political commentary, or personnel matters not directly tied to payroll accuracy.

7. Log Integrity and Handling

7.1 Writing Requirements. All entries shall be made in permanent ink. Entries must be legible and complete.

7.2 Prohibited Actions. The following are strictly prohibited:

- a. Removing pages
- b. Skipping or renumbering pages
- c. Using correction fluid (“white-out”)
- d. Erasing or obscuring entries
- e. Altering prior entries in any way

7.3 Error Corrections. If a correction is necessary:

- a. Draw a single line through the incorrect entry
- b. Do not obscure the original text
- c. Add the corrected information nearby
- d. Initial and date the correction

7.4 Custody of Log.

- a. The log shall be maintained by the City Clerk when not in use.
- b. It shall be made available to the assigned Councilmember(s) during their review period.
- c. The log is a public record and must be retained according to applicable records retention laws of the Washington State Archives.

8. Sign-Off and Completion. At the conclusion of each review period, the Councilmember shall complete all of their log entries, sign off on reviewed materials, and transfer responsibility to the incoming Councilmember during the overlap week.

9. Accountability and Compliance. Failure to follow this SOP may result in review by the full City Council, corrective action consistent with City policies and procedures applicable to Council and/or applicable law.

10. Effective Date and Review. This SOP shall become effective upon adoption by the City Council. This SOP shall be reviewed periodically and may be updated as needed.