

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE APRIL

REGULAR WORK SESSION 3rd WEDNESDAY, APRIL 20, 2016

9:00 a.m.	Public Works
9:45 a.m.	Human Resources
10:00 a.m.	Community Development/Long Range Planning
11:00 a.m.	Review Monthly Financial Reports from Auditor & Treasurer
11:15 a.m.	Health Department/Department of Natural Resources
11:45 a.m.	Commissioners Office

The Board of County Commissioners meets in Work Session routinely on the first three Wednesdays of each month (unless otherwise scheduled). Work Sessions are held in the Annex Building, Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, Wa.

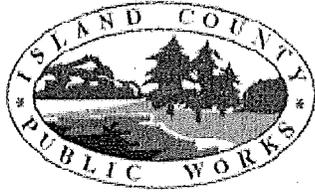
Work sessions are public meetings which provide an opportunity in an informal workshop format for the Board to review in detail ongoing issues with individual departments and elected officials. This time also is used for the Board to meet with other agencies, committees and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular business meetings held on Tuesdays.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics may be discussed that are not included on a department's agenda.

Persons requiring auxiliary aids/services should call Island County Human Resources at 360 – 679-7372, 629-4522 Ext. 7372, or 321-5111 Ext. 7372 – at least 24 hours prior to the meeting.

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press



**ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
April 20th, 2016 @ 9:00 a.m.**

*Bill Oakes, Director/County Engineer
Steve Marx, Assistant Director
Connie Bowers, P.E., Assistant County Engineer*

*County Commissioners: Richard M. Hannold, Chair
Helen Price Johnson, Member
Jill Johnson, Member*

Staff: Pam Dill

Public Works Staff Present:

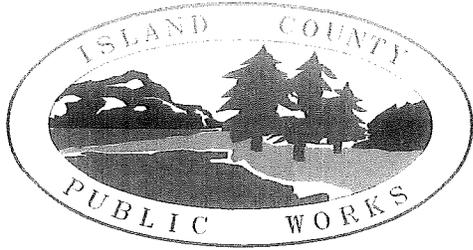
Others Present:

I. Roads

- A. Subject/Description:** Nerison/Island County Boundary Line Correction
Attachment: Memorandum; Boundary Line Correction; Map
Action requested: Discussion and Board Approval
Follow up: To be determined
- B. Subject/Description:** Discussion CRP's / Intent to Bid Re: Harrington Lagoon Road, Hidden Beach Drive, Possession Road Shoulder Repairs
Attachment: Memorandum; CRP's
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Parks

- A. Subject/Description:** Maple Grove Ramp Operations
Attachment: Memorandum
Action requested: Discussion and Board Approval
Follow up: To be determined



I Roads
A. Nerison / Island Co. Boundary Line Correction
ISLAND COUNTY PUBLIC WORKS
P.O. Box 5000 Coupeville WA 98239-5000
(360) 679-7331

William E. Oakes, P.E., Director/County Engineer
Connie Bowers, P.E., Asst. County Engineer
Steve Marx, Asst. Director

MEMORANDUM

April 7, 2016

TO: Island County Board of Commissioners **FROM:** Mary M. Martin, Eng. Tech. III
SUBJECT: Boundary Line Correction **CC:** File
(Nerison/Island County)

Island County Parcel No. R32904-416-0710 was conveyed to Island County by County Treasurer's Deed recorded June 2, 2980, under Auditor's File No. 369361, records of Island County, Washington.

Mr. Steve Nerison had his property surveyed (R32904-418-0420) and the survey showed that 57.60 feet of his property was included in the Treasurer's Deed (AF# 369361) to Island County.

After running out the legal description and having Shirley Sorrows in the Assessor's Office review the legal description, we both concur that Mr. Nerison is correct about the error in the Treasurer's Deed.

The Assessor's Office gave me the Boundary Line Correction form for Mr. Nerison to complete. Bill Oakes has requested Mr. Nerison's surveyor provide corrected legal descriptions, in which he did.

Error! Reference source not found.

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- 3) After reviewing the survey map from Tri-County Land Surveying, dated July 2014, and reviewing the deeds, assessor's map and survey with Shirley Sorrows in the Assessor's Office on January 23, 2015, we concur that there is an overlap onto your property. A Boundary Line Correction would need to be done, instead of a Boundary Line Adjustment per Shirley Sorrows. Bill Oakes, Public Works Director/County Engineer, requests your surveyor provide a corrected legal description for Island County's property for the Boundary Line Correction.

There are some problems we found with the survey you submitted from your surveyor and will need to be corrected.

- a) The south line of parcel number 418-042 (Nerison) on the large map on the survey (left side) has a different distance from the large scale map on the survey (right side). This number needs to be the same distance.
- b) The survey does not show the boundary line for "EXCEPT that portion lying within the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of said Section 4" on parcel 416-071 (Island County). This little triangle piece belongs with Lot 1 of SP 282-05. (See attached Short Plat).
- c) The Sections on the top left of survey are incorrect. (See your survey attached).

Once these are corrected, please send me a copy or email it to me for my review.

Shirley Sorrows has given me the Boundary Line Correction (BLC) form for you and your surveyor to fill out. Please make sure your surveyor includes his seal on the map portion of the BLC. Please forward it to us for our review and signature. Once the county has signed off on it, I will mail it back to you to record at your convenience. The survey should be recorded at that time too.

Please contact me if you have any questions at MaryMa@co.island.wa.us or (360) 240-5568.

RETURN ORIGINAL DOCUMENT TO:

NAME (Print) Steve Nerison
MAILING ADDRESS P.O. Box 275
Clinton, WA 98236

BOUNDARY LINE CORRECTION

Section 16.06.080(A) of the Island County Short Subdivision Ordinance.

STATE OF WASHINGTON) COUNTY OF ISLAND) ss.	SURVEY RECORDED: YES (CIRCLE ONE) <input checked="" type="radio"/> NO	AUDITOR'S FILE # _____ PROVIDE COPY OF SURVEY TO ASSESSOR'S OFFICE
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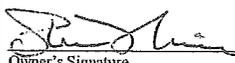
CIRCLE THE REASON FOR THIS BOUNDARY LINE CORRECTION

- A. the current legal description incorrectly identifies a property line location which is inconsistent with a location recognized by property Owners through established use; or
- B. there is a defect in the recorded legal description which creates gaps or overlaps between existing Lot lines.

Designated Contact Person for Project:

Name Steve Nerison (360)341-3409 Phone
 Mailing Address P.O. Box 275 Clinton, WA Zip 98236 Alternate Phone _____

NEW LEGAL DESCRIPTION (Abbreviated): That portion of the West 19.25 Acres of Gov't Lot 4, Sec. 4, T.29N., R.3E., W.M. Lying Southerly of Brooks Hill Rd

Lot A Please Print <u>Steve Nerison</u> Owner's Name <u>P.O. Box 275</u> Mailing Address <u>Clinton, WA 98236</u> Zip Code	Tax Parcel # <u>R32904-418-0420</u>  Owner's Signature _____ Owner's Signature
Lot B Please Print <u>Island County</u> Owner's Name <u>P.O. Box 5000</u> Mailing Address <u>Coupeville, WA 98239</u> Zip Code	Tax Parcel # <u>R32904-416-0710</u> _____ Owner's Signature _____ Owner's Signature
Lot C Please Print _____ Owner's Name _____ Mailing Address _____ Zip Code	Tax Parcel # _____ _____ Owner's Signature _____ Owner's Signature

Additional Legal Descriptions found on Page(s) _____ as attached.

Please keep 1" margin on all sides.

Notary for Lot A

	On This day personally appeared before me <u>Steve Nerison</u> <u>Successor Trustee of the</u> <u>Nerison Family Trust</u> to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that <u>he</u> signed the same as <u>his</u> free and voluntary act and deed, for the uses and purposes therein mentioned.
	<u>Mary M. Martin</u> <u>MARY M. MARTIN</u> (Notary Signature) (Printed Notary Name) (Date) <u>Oak Harbor, WA</u> <u>9/22/1</u> <u>10-15-16</u> (Residing at) (My commission Expires)

Notary for Lot B

State of Washington County of _____	On This day personally appeared before me _____ _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.	
_____ (Notary Signature)	_____ (Printed Notary Name)	_____ (Date)
_____ (Residing at)	_____ (My commission Expires)	

Notary for Lot C

State of Washington County of _____	On This day personally appeared before me _____ _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.	
_____ (Notary Signature)	_____ (Printed Notary Name)	_____ (Date)
_____ (Residing at)	_____ (My commission Expires)	

Please use this page for your current and new legal description. Attach other pages as needed and note them on the first page of the application.

LOT A

ORIGINAL LEGAL DESCRIPTION PARCEL NO. R32904-418-0420

THAT PORTION OF THE WEST 19.25 ACRES OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST OF W.M., LYING SOUTHERLY OF BROOKS HILL ROAD.

EXCEPT CRAWFORD ROAD LYING ALONG THE WEST SIDE THEREOF AND EXCEPT RIGHT OF WAY FOR BROOKS ROAD LYING ALONG THE NORTH LINE THEREOF.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

NEW LEGAL DESCRIPTION PARCEL NO. R32904-418-0420

THAT PORTION OF THE WEST 19.25 ACRES OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST OF W.M., LYING SOUTHERLY OF BROOKS HILL ROAD.

EXCEPT CRAWFORD ROAD LYING ALONG THE WEST SIDE THEREOF AND EXCEPT RIGHT OF WAY FOR BROOKS ROAD LYING ALONG THE NORTH LINE THEREOF.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

LOT B

ORIGINAL DESCRIPTION PARCEL NO. R32904-416-0710

THE WEST 330 FEET OF THE EAST 807 FEET OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST, W.M., LYING SOUTH OF COUNTY ROAD, EXCEPT THAT PORTION LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON

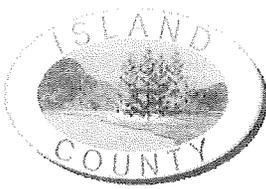
NEW LEGAL DESCRIPTION PARCEL NO. 32904-416-0710

THE WEST 330 FEET OF THE EAST 807 FEET OF GOVERNMENT LOT 4, SECTION 4, TOWNSHIP 29 NORTH, RANGE 3 EAST, W.M., LYING SOUTH OF COUNTY ROAD, EXCEPT THAT PORTION LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4.

EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER THEREOF; THENCE NORTH $03^{\circ}46'21''$ WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 136.90 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF BROOKS HILL RD. AND A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 970.00 FEET A RADIAL LINE THROUGH SAID POINT BEARS NORTH $12^{\circ}25'41''$ EAST; THENCE ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF $03^{\circ}23'15''$ AN ARC DISTANCE OF 57.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 19.25 ACRES OF SAID GOVERNMENT LOT 4; THENCE SOUTH $05^{\circ}01'22''$ EAST 125.17 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH $87^{\circ}55'41''$ WEST ALONG SAID SOUTH LINE A DISTANCE OF 57.60 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.



L. Roads
B. Discussion CRP's Intent to Bid Re: Harrington Lagoon
Hidden Beach Dr, Possession Road Shoulder Repairs
ISLAND COUNTY PUBLIC WORKS

ROADS DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

William E. Oakes, P.E., Director/County Engineer

Steve Marx, Assistant Public Works Director

Connie Bowers, P.E., Assistant County Engineer

MEMORANDUM

April 20, 2016

TO: Board of County Commissioners – Island County

FROM: Kyle Carlson – Surface Water Engineer

RE: Discussion of CRP's and Intention to Bid - Harrington Lagoon Road Shoulder Repair, Hidden Beach Drive Shoulder Repair, and Possession Road Shoulder Repair; J.L. No. 00565-0002, J.L. No. 00591-0101, J.L. No. 01043-0002

The Public Works Department will be presenting to the Board of County Commissioners of Island County (BOCC) three County Road Projects (CRP's). Because of the similar scope, Public Works will bundle these three projects into a single contract for construction

These CRP's provide for the repair of the shoulders on Harrington Lagoon Road along the southern end of the Lagoon, Hidden Beach Drive between the Cranes Landing Drive and the private community, and Possession Road south of Possession Ridge Lane. The work consists of design, engineering, and construction of the shoulders where soil instability has resulted in roadway settling. The work will provide for stabilizing the roadway through the installation of Spiral Nails, Wire Mesh and Coconut Fiber Mat.

A geologic engineering investigation along with alternative slope stabilization designs have been completed and a construction bid package is prepared for repair of Harrington Lagoon Road, Hidden Beach Drive, and Possession Road.

The engineers estimate for Harrington Lagoon Road Shoulder Repair is \$168,000, including \$15,000 in contingencies. Next, the estimate for Hidden Beach Drive Shoulder Repair is \$275,000, including \$25,000 in contingencies. Finally, the estimate for Possession Road Shoulder Repair is \$219,000, including \$20,000 in contingencies. These projects are entirely funded by local funds.

The Public Works Department will be requesting approval to advertise for bids for Harrington Lagoon Road, Hidden Beach Drive, and Possession Road Shoulder Repairs in a single contract at a regularly scheduled meeting of the board. The estimate for the construction for all three projects is \$351,000 including contingencies.

Maint. Dist. Bayview

Resolution No. R- -16
C- -16

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Island County, Washington.

In the matter of initiating a County Road Project designated as CRP JL 01043-0002

IT IS HEREBY RESOLVED THAT Possession Road Shoulder Repair Road Log No. 1210 M.P. N/A to M.P. N/A
located in Sec. 14 TWP. 28N Rge 3E, WM will be improved as follows:
This project will help stabilize the slope on the east side of Possession Road by using a Spiral Nail design, which includes the installation of 15 and 20 feet long Spiral Nails, Wire Mesh, and Coconut Fiber Mat.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS FURTHER RESOLVED that, based on the County Engineer's estimate, an appropriation from the officially adopted road fund budget is hereby made in the amounts and for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	
Preliminary	<u>\$92,000</u>
Construction	<u>\$10,000</u>
Sub-Total	<u>\$102,000</u>
Right of Way Acquisition	<u>\$1,000</u>
Engineering & R/W Sub-Total	<u>\$103,000</u>
(Not subject to 36.77.065)	
Construction	<u>\$96,440.00</u>
Project Sub-Total	<u>\$199,440</u>
Contingencies	<u>\$19,944</u>
TOTAL APPROPRIATION	<u>\$219,384</u>

Source of Funds:	Roads: <u>\$219,384</u>	Grant: _____	Other: _____
Funds Allocated:	Planned: _____	Secured: <u>X</u>	Source: <u>Annual Construction Program</u>

_____ This project is included in the officially adopted Annual Construction Program as Item No. _____.

X The project is hereby made a part of the officially adopted Annual Construction Program in accordance with RCW 36.91.130 as Item No. _____

IT IS FURTHER RESOLVED that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

_____ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

Chair

Member

ATTEST: _____
Debbie Thompson
Clerk of the Board

Member

Maint. Dist. Coupeville

Resolution No. R- _____ -16
C- _____ -16

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Island County, Washington.

In the matter of initiating a County Road Project designated as

CRP _____ JL 00591-0101

IT IS HEREBY RESOLVED THAT Hidden Beach Drive Shoulder Repair Road Log No. 35890 M.P. N/A to M.P. N/A located in Sec. 33 TWP. 31N Rge 2E, WM will be improved as follows:

This project will help stabilize the slope on the east side of Hidden Beach Drive by using a Spiral Nail design, which includes the installation of 20 and 25 feet long Spiral Nails, Wire Mesh, and Coconut Fiber Mat.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS FURTHER RESOLVED that, based on the County Engineer's estimate, an appropriation from the officially adopted road fund budget is hereby made in the amounts and for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	
Preliminary	<u>\$110,000</u>
Construction	<u>\$10,000</u>
Sub-Total	<u>\$120,000</u>
Right of Way Acquisition	<u>\$1,000</u>
Engineering & R/W Sub-Total	<u>\$121,000</u>
(Not subject to 36.77.065)	
Construction	<u>\$129,311.00</u>
Project Sub-Total	<u>\$250,311</u>
Contingencies	<u>\$25,031</u>
TOTAL APPROPRIATION	<u>\$275,342</u>

Source of Funds: Roads: \$275,342 Grant: _____ Other: _____
 Funds Allocated: Planned: _____ Secured: X Source: Annual Construction Program

_____ This project is included in the officially adopted Annual Construction Program as Item No. : _____ .

X The project is hereby made a part of the officially adopted Annual Construction Program in accordance with RCW 36.91.130 as Item No. _____

IT IS FURTHER RESOLVED that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

_____ The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

Chair

Member

Member

ATTEST:

Debbie Thompson
Clerk of the Board

Maint. Dist. Coupeville

Resolution No. R- _____ -16
C- _____ -16

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Island County, Washington.

In the matter of initiating a County Road Project designated as

CRP _____ JL 00565-0002

IT IS HEREBY RESOLVED THAT Harrington Lagoon Road Shoulder Repair Road Log No. 49990 M.P. N/A to M.P. N/A located in Sec. 6 TWP. 31N Rge 2E, WM will be improved as follows:

This project will help stabilize the slope on the north side of Harrington Lagoon Road by using a Spiral Nail design, which includes the installation of 12 foot long Spiral Nails, 8 foot long vertical Spiral Nails, Wire Mesh, and Coconut Fiber Mat.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS FURTHER RESOLVED that, based on the County Engineer's estimate, an appropriation from the officially adopted road fund budget is hereby made in the amounts and for the purposes shown:

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	
Preliminary	\$40,000
Construction	\$10,000
Sub-Total	\$50,000
Right of Way Acquisition	\$1,000
Engineering & R/W Sub-Total	\$51,000
(Not subject to 36.77.065)	
Construction	\$101,820.00
Project Sub-Total	\$152,820
Contingencies	\$15,282
TOTAL APPROPRIATION	\$168,102

Source of Funds: Roads: \$168,102 Grant: _____ Other: _____
 Funds Allocated: Planned: _____ Secured: X Source: Annual Construction Program

_____ This project is included in the officially adopted Annual Construction Program as Item No. : _____ .

X The project is hereby made a part of the officially adopted Annual Construction Program in accordance with RCW 36.91.130 as Item No. _____

IT IS FURTHER RESOLVED that:

X The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

X The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED this _____ day of _____, 2016.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON**

Chair

Member

Member

ATTEST:

Debbie Thompson
Clerk of the Board

II Parks
A. Maple Grove Ramp Operations

**ISLAND COUNTY PUBLIC WORKS
PARKS**

P.O. BOX 5000, COUPEVILLE, WA 98239-5000
(360) 679-7331



William E. Oakes, P.E., Director/County Engineer
Steve P. Marx, Assistant Director

MEMORANDUM

April 20, 2016

TO: Board of Island County Commissioners

FROM: Public Works – Parks

RE: Maple Grove Smelt Harvest

- 1. Discussion by the Island County Board of Commissioners, Island County Parks, and concerned citizens in regards to the impact of Smelt harvesting on the usage of the Maple Grove Boat Ramp, parking and the impact to local residents.*

Sincerely

Jan vanMuyden

Jan vanMuyden

Parks Superintendent



ISLAND COUNTY HUMAN RESOURCES

P.O. Box 5000
Coupeville, WA
98239-5000

Melanie R. Bacon
Director

Phone: (360) 678-7921
Fax: (360) 240-5550

April 20, 2016 Work Session:

- ***Job Requisitions***

Environmental Health

- EHS 3, replacement, C-13 (replacing an EHS 2, C-12)

Job Requisition 040/16



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

**COMMISSIONERS AGENDA
- Community Development - Work Session -**

April 20, 2016

Subject/Description: Continued discussion of the Planning Commission's Recommendation on minor housekeeping amendments to address such issues as obsolete text, scrivener's errors, and minor inconsistencies found in Island County Code.

Attachment: No – Continued discussion from 4/6/16; documents attached to the 4/6/16 work session agenda.

Action Requested: *Move to regular Tuesday meeting agenda to accept Planning Commission Recommendation or identify necessary changes and schedule for Public Hearing.*

Follow up:

Subject/Description: Presentation of the Planning Commission's Recommendation on Amending Island County's Administrative Appeal Process Amending Chapter 16.13 and Chapter 16.19 of the Island County Code

Attachment: Yes – Exhibit A from draft ordinance PLG-001-16 and Planning Commission Findings of Fact

Action Requested: *Move to regular Tuesday meeting agenda to accept Planning Commission Recommendation or identify necessary changes and schedule for Public Hearing.*

Follow up:

EXHIBIT "A"

Chapter 16.13 – Hearing Examiner

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16.13.100 - Powers.

The examiner shall receive and examine available information, conduct public hearings and prepare a record thereof, and enter decisions as provided for herein.

- A. **Final decisions (Type I and Type II).** The decision of the hearing examiner on the following Type I and Type II decision appeals shall be final unless a request for reconsideration is timely made pursuant to ICC 16.19.190.H. ~~sSuch final decision, except as provided in ICC 16.19.190.H, is may be~~ appealed to Superior Court or, in the case of an appeal of a SEPA threshold determination issued for a legislative action initiated pursuant to Chapter 36.70A RCW, to the Growth Management Hearings Board as provided in section 16.19.205 or RCW 90.58.180 (Shorelines Hearings Board appeals):
1. Appeals from decisions of the short plat administrator; appeals of planned residential development decisions for projects of four (4) dwelling units or less;
 2. Appeals of shoreline substantial development permits, conditional use and variance decisions; appeals of rescissions of such permits;
 3. Appeals of administrative decisions based upon recommendations of the Historic Preservation District Advisory Committee;
 4. Flood elevation variances and appeals of administrative decisions/interpretations of the flood damage prevention ordinance;
 5. Administrative appeals regarding Zoning Code enforcement; zoning variances; interpretations of the Zoning Code; certificates of zoning compliance; and zoning setback reduction;
 6. All State Environmental Policy Act (SEPA) threshold determination appeals;
 7. Appeals of enforcement orders issued by the Planning Director, including those orders where the civil penalties for violation are set forth in RCW 90.58.210;
 8. Revocation of approvals or permits issued under title 16 or 17;
 9. Appeal of site plan review for conditional uses classified as a Type II decision under chapters 17.03 and 16.19;
 10. Appeals of charges pursuant to sections 15.02.130 and 15.02.075.B.4. regarding the storm and surface water utility, Marshall Drainage Basin, and appeals of rate adjustments and classification changes pursuant to sections 15.03.130 and 15.03.075.B.4.;
 11. Appeals of Type I decisions as provided in ICC 16.19.190.A.2 through A.5 ~~of the Public Works Director under chapters 11.02, 11.03 and 11.04;~~
 12. Appeals of decisions of the Island County Building Official under chapter 14.01A; and
 13. Appeals of Type II decisions issued under chapter 17.02B and chapter 17.03.
- B. **Appealable Final decisions (Type III).** The decision of the hearing examiner on the following matters, unless a request for reconsideration is timely made by an aggrieved party of record pursuant to ICC 16.19.190.H, shall be a final land use decision. ~~unless Ssuch final decision, except as provided in ICC 16.19.190.H, is may be~~ appealed as provided in section 16.19.1790, WAC 173-27-290 (shoreline civil penalties), or chapter 16.21 (shoreline administration); or is appealed in accordance with RCW 90.58.180

(Shorelines Hearings Board appeals) or chapter 36.70C RCW (Land Use Petition Act), or as otherwise provided by state law:

1. Shoreline substantial development permit, conditional use, and variance permits when the underlying permit requires a hearing; rescission of such permits;
2. Preliminary plat applications;
3. Critical area alterations as provided in chapter 17.02;
4. Site plan review for conditional uses classified as Type III decisions in chapters 17.03 and 16.19;
5. Planned residential development applications for five (5) or more dwelling units;
6. Civil penalties associated with shoreline cease and desist orders;
7. ~~Commercial agriculture zoning verifications~~Zoning Amendments classified Type III decisions by chapters 17.03 and 16.19; and
8. ~~Rezoning classified Type III decisions by chapters 17.03 and 16.19; and~~ Critical area variance requests as provided in chapter 17.02B.
- 9.

...

16.13.110 - Limited jurisdiction.

The examiner shall have no jurisdiction over:

- A. Any proposal that requires a legislative action (Type IV decision) such as, but not limited to, an area-wide rezone, a comprehensive plan map change, or a Shoreline Master Program amendment;
- B. The placement of property in deferred tax classification programs such as open agriculture, classified forest, or designated forest;
- C. Final plat approval; or
- D. The placement of liens, except as provided in ICC 17.03.260.H; ~~or~~
- E. ~~Type I decisions.~~

Such proposals shall be solely within the jurisdiction of the board, upon recommendation from the Planning Commission; except that ~~Type I decisions or~~ the placement of liens shall not require action by the Planning Commission.

...

Chapter 16.19 – Land Use Review Process

...

16.19.180 – Hearing examiner decisions.

Within fourteen (14) days of the conclusion of an open record predecision hearing for a Type III decision or open record appeal hearing for an appealable Type I or a Type II decision, unless . . .

...

16.19.190 - Administrative appeals.

A. Type I decisions.

1. Except as provided in [subsections] A.2., 3., 4. and 5. below, a Type I decision is a final county land use decision not subject to administrative appeal.
2. ~~Except as provided in subsections A.3 and A.4 below, a~~An applicant may appeal a denial of a Type I application, ~~except for appeals to the hearing examiner of Marshall Drainage Basin and clean water utility charges under subsections A.3. and A.4. below, or a Type I capacity determination issued under chapter 11.04 to the Board of Island County Commissioners~~ hearing examiner. A written statement of appeal, accompanied by a fee must be filed with the ~~clerk of the board~~ hearing examiner by the applicant, within fourteen (14) days following the mailing of the director's decision. A more comprehensive statement setting forth in detail alleged errors and/or the basis for appeal must be submitted by the ~~appealing person or department~~ applicant within thirty (30) days following mailing of the director's decision, or the appeal is not properly filed and will be dismissed without hearing. The appeal shall be an open record appeal hearing and the written decision of the ~~board~~ hearing examiner, in the format provided under section 16.19.180, shall be rendered within fourteen (14) days of the conclusion of the hearing, unless a longer period is agreed to in writing by the applicant. The written decision of the hearing examiner shall be a final land use decision, except as provided in ICC 16.19.190.H.
3. A property owner may appeal to the hearing examiner a Type I Public Works Director's decision on charges and denials of rate adjustments pursuant to sections 15.02.130 and 15.02.075.B.4. regarding the storm and surface water utility, Marshall Drainage Basin, under the procedure set forth in section 15.02.130. The written decision of the hearing examiner shall be the final administrative decision, except as provided in ICC 16.19.190.H.
4. A property owner may appeal to the hearing examiner a Type I Public Works Director's decision on denials of rate adjustments and classification changes of the clean water utility pursuant to sections 15.03.130 and 15.03.075.B.4. A written statement of appeal, accompanied by a fee, must be filed with the hearing examiner by the property owner within fourteen (14) days following the mailing of the Public Works Director's decision. A more comprehensive statement setting forth in detail alleged errors and/or the basis for appeal must be submitted by the appealing person within thirty (30) days following mailing of the director's decision, or the appeal is not properly filed and will be dismissed without hearing. The appeal shall be an open record appeal hearing and the written decision of the hearing examiner, in the format provided under section 16.19.180, shall be rendered within fourteen (14) days of the conclusion of the hearing, unless a longer period is agreed to in writing by the property owner. The written decision of the hearing examiner shall be the final administrative decision, except as provided in ICC 16.19.190.H.
5. ~~An applicant may appeal a Type I clearing and grading decision issued under chapter 11.02 to the hearing examiner as established in sections 11.02.250.A., 16.13.100.A., and 16.19.040~~ To file a written statement of appeal to the hearing examiner, the written statement of appeal must be received within fourteen (14) days following the mailing of the director's decision by either personally delivering the written statement of appeal to the office of the director that issued the decision, or by mailing the written statement of appeal to the following address: Island County Hearing Examiner, P.O. Box 5000, Coupeville, WA 98239.

B. Type II decisions. The appeal of a Type II decision shall be an open record appeal.

1. Administrative decisions of the director on Type II applications shall be final and conclusive unless within fourteen (14) days following mailing of the director's decision, a written statement of appeal, accompanied by a fee except when submitted by a county department, is filed with the hearing examiner by the applicant, a department of the county, or any aggrieved person. A more comprehensive statement setting forth in detail alleged errors and/or the basis for appeal must be submitted by the appealing person or department within thirty (30) days following mailing of the director's decision, or the appeal is not properly filed and will be dismissed without hearing.

2. A SEPA threshold determination issued for a Type IV legislative action that is initiated pursuant to Chapter 36.70A RCW may be appealed to the hearing examiner within fourteen (14) days following the completion of the public comment period. An appeal shall be accompanied by a written statement of appeal and the applicable fee. Appeals may be filed by a county department or any aggrieved person. A more comprehensive statement setting forth in detail alleged errors and/or the basis for appeal must be submitted by the appealing person or department within thirty (30) days following the completion of the public comment period, or the appeal is not properly filed and will be dismissed without hearing.
- C. Type III decisions. Decisions of the examiner on Type III applications shall be final county land use decisions, unless an optional request for reconsideration is filed as provided below in subsection H. ~~Unless an optional request for reconsideration is filed in accordance with ICC 16.19.190.H, final county land use decisions made by the hearing examiner may be appealed in accordance with RCW 90.58.180 (Shorelines Hearings Board appeals) or chapter 36.70C RCW (Land Use Petition Act), or as otherwise provided by applicable state law within fourteen (14) days following mailing of such decision a written statement of appeal is filed with the board by the applicant, a department of the county, or party of record, who is also an aggrieved person. Said statement shall set forth any alleged errors and/or the basis for appeal and shall be accompanied by a fee pursuant to the fee schedule adopted by the board; provided that such appeal fee shall not be charged to a department of the county or to other than the first appellant. The appeal of a Type III decision shall be a closed record appeal.~~
- D. The timely filing of an administrative appeal of an appealable Type I or Type II Decision shall stay the effective date of the decision until such time as the appeal is heard and decided or is withdrawn. The burden of proof regarding modification or reversal shall rest with the appellant.
- E. Within seven (7) days following the timely filing of an administrative appeal for a Type I and Type II Decision, notice thereof and of the date, time, and place for the appeal hearing shall be mailed to the applicant, the appellant, and to all other parties of record. Such notice, which shall provide a general description of the appeal and of the property location, shall additionally indicate the deadline for submittal of written comments. The notice shall specify that the appeal hearing shall be an "open record appeal hearing" as described in ICC 16.19.030.
- F. A decision on the appeal of a Type I and Type II Decision shall be rendered no later than ninety (90) days after the timely filing of an appeal. The written decision of the hearing examiner shall be a final land use decision, except as provided in ICC 16.19.190.H.
- G. Shoreline substantial development, conditional use and variance permit decisions whether classified as Type I, or Type II, or Type III are appealable pursuant to Chapter 90.58 RCW, chapter 173-27 WAC, and chapter 16.21 ICC.
- H. Request for Reconsideration. Any aggrieved party of record, including a county agency, who disagrees with a decision on the appeal of a Type I or Type II decision, or a Type III decision of the hearing examiner may, as an optional administrative remedy, file a written request for reconsideration. The request for reconsideration must be received by the Clerk of the Board of Island County Commissioners within ten (10) days of the hearing examiner's written decision. Filing a request for reconsideration is not a prerequisite to filing an appeal of the county's final land use decision pursuant to ICC 16.19.200. If a request for reconsideration is timely filed to the Clerk of the Board, the date of the county's final land use decision will be deemed to occur on the date a decision is entered on whether to grant or deny the request for reconsideration, and not the date of the original decision for which the request for reconsideration was filed. However, the hearing examiner's decision on an appeal of a Type I or Type II decision, or the original Type III decision will be the final county land use decision if a request for reconsideration is not timely made.

A request for reconsideration may be based only on one of the following grounds:

1. The hearing examiner exceeded his or her jurisdiction;
2. The hearing examiner failed to follow the applicable procedures in reaching a decision;
3. Irregularity in the proceedings before the hearing examiner caused a party to not obtain a fair hearing;

4. The hearing examiner committed an error of law or misinterpreted the applicable statute, county code section, ordinance or resolution, law or regulation;
5. The hearing examiner's findings, conclusions or conditions are not supported by the record;
6. Clerical mistakes in the official file or record transmitted to the hearing examiner, including error arising from inadvertence, oversight, or omission, which may have materially affected the hearing examiner's decision on the matter.

For a timely filed request for reconsideration, the Board of County Commissioners will either issue a decision to deny the request for reconsideration or a decision to grant the reconsideration. Upon reconsideration, the Board may remand the matter back to the hearing examiner.



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

ISLAND COUNTY PLANNING COMMISSION

Dean Enell, Chair

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339 ■ from S. Whidbey (360) 321-5111, Ext. 7339 FAX: (360) 679-7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000. Internet Home Page: <http://www.islandcounty.net/planning/>

~ MEMORANDUM ~

To: Board of Island County Commissioners

From: Island County Planning Commission

RE: Findings of Fact – Amendments to ICC 16.13 and 16.19, procedures for administrative appeals

Date: April 11, 2016

Summary

The Island County Planning Commission is forwarding to the Board of Island County Commissioners Amendments to Chapters 16.13 and 16.19 of Island County Code, changing procedures for administrative appeals of certain Type I and Type III permits. The proposed amendments would change the venue for appeals of Type I permits to The Island County Hearing Examiner, and for appeals of Type III decisions to Island County Superior Court or the Shoreline Hearings Board, in accordance with Washington State law.

Findings

1. The Planning Commission finds that ICC 16.13 contains the duties and powers of the Island County Hearing Examiner; and
2. The Planning Commission finds that ICC 16.19.190 contains the provisions for administrative appeals for Type I, II and III decisions; and
3. The Planning Commission finds that the Board of Island County Commissioners has expressed a desire, based on the recommendation of the Washington County Risk Pool, to amend the County Code so as to no longer provide for the Board to hear administrative appeals; and

4. The Planning Commission finds that adequate outreach to the local community and public was conducted by the Planning Department in accordance with ICC 16.26.080. There were no concerns raised by the public; and
5. The Planning Commission finds that the concerns raised by the Island County Planning Commission have been adequately addressed; and
6. The Planning Commission finds that the proposed amendments to ICC 16.13 and ICC 16.19 are exempt from threshold determination and EIS requirements under WAC 197-11-800(19) as procedural actions; and
7. The Planning Commission conducted a public workshop regarding the proposed amendments on February 8, 2016 and a public hearing on February 22, 2016. There were no public comments in opposition to the proposed amendments; and
8. The Planning Commission finds that by providing that appeals of certain Type I decisions be heard by the Island County Hearing Examiner a local county record can be built at an open record appeal hearing; and
9. The Planning Commission finds that by providing that Type III decisions issued by the Island County Hearing Examiner become final county land use decisions that are appealable as allowed under applicable State law, the Island County Board of Commissioners will not hear administrative appeals as recommended by the Washington Counties Risk Pool.
10. The Planning Commission finds that adding an optional request for reconsideration process for Type I, II and III decisions will provide an opportunity for the Board to review a decision on a closed-record basis prior to a formal appeal of the decision to Island County Superior Court or the Shoreline Hearings Board.

Conclusion

The Island County Planning Commission has reviewed the proposed amendments to the procedures for administrative appeals of certain Type I and Type III decisions and recommends that the Board of Island County Commissioners adopt the proposed amendments to Island County Code Chapters 16.13 and 16.19.

Respectfully submitted through the Island County Planning Department to the Board of Island County Commissioners, pursuant to RCW 36.70.430, this ____ day of _____, 2016 by

Dean Enell,
Chair, Island County Planning Commission



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

**COMMISSIONERS AGENDA
- Long Range Planning - Work Session -**

April 20, 2016

Subject/Description: Continued discussion of draft Needs Assessment and Gaps Analysis Report.

Attachment: No – Continued discussion from 4/6/16 documents available at:
<http://islandcounty2036.org/>

Action Requested: Review draft report developed for the Critical Areas Ordinance update and provide input on the recommendations for moving forward.

Follow up:

Subject/Description: Continued discussion of the Planning Commission's recommendations on amendments to the Fish and Wildlife Critical Areas regulations ICC 17.02B, to address the Western Washington Growth Management Hearings Board Order.

Attachment: No – Continued discussion from 4/6/16; documents attached to the 4/6/16 work session agenda.

Action Requested: Provide direction on Planning Commission Recommendation; move forward to May 3, 2016 to adopt or identify necessary changes and schedule for Public Hearing.

Follow up:

**ISLAND COUNTY PUBLIC HEALTH
ISLAND COUNTY DEPARTMENT OF NATURAL RESOURCES
M E M O R A N D U M**

TO: Richard M. Hannold, Chair
Board of County Commissioners

FROM: Keith Higman
Health Services Director
Island County Public Health

Subject: Health Department Work Session – April 20, 2016

Note: The first Public Health Department Work Session of the month is designated for informal discussion of any Board of Health matters.

Administration:

1. *Subject/Description:* Light Refreshments for Puget Sound Boat Tour: Nearshore restoration project successes and 2016 proposed nearshore restoration projects. Waiver of 2.01.078(B3) – Light Refreshments Policy.
Attachment: Light refreshments waiver request to Chair
Action Requested: Signature approval

Community & Family Health:

1. *Subject/Description:* None.

Environmental Health:

1. *Subject/Description:* None.

Assessment:

1. *Subject/Description:* None.

Department of Natural Resources:

1. *Subject/Description:* DNR teamed with IT and P&CD to develop and purchase an interactive kiosk station to better serve Island County residents visiting the permitting center in the Coupeville Annex. The kiosk will show quick videos on topics related to permitting and shoreline development in a simple and easy-to-use touch screen interface.
Attachment: None.
Action Requested: Discussion.
2. *Subject/Description:* Contract: Coastal Geologic Services, Inc., Environmental consultant Services for nearshore data collection and synthesis. Contract term: April 18, 2016 through September 30, 2016. Contract Amount: not to exceed \$57,657
Attachment: Contract No. HD-02-2016
Action Requested: Approval to move to consent agenda upon completion of legal and risk review.
3. *Subject/Description:* Puget Sound Partnership is soliciting comments on the funding mechanism for LIOs and NTAs
Attachment: Draft letter and handout at session.
Action Requested: Discussion



ISLAND COUNTY PUBLIC HEALTH

Administration

PO Box 5000

Coupeville, WA 98239

P: 360.679.7350 F: 360.679.7390

DATE: April 20, 2016
TO: Chair, Board of Island County Commissioners
FROM: Keith Higman, Health Services Director
RE: Light Refreshments

On Friday, April 29, 2016, at 9:00am public officials, staff and invited guests will be boarding a boat tour With Deception Pass Tours. The nearshore restoration project successes and 2016 proposed nearshore restoration projects will be highlighted. The boat tour is expected to return to the Marina at approximately 1:00pm with a return back to Oak Harbor by 2:00pm.

Pursuant to Section 2.01.078(B3) of the Policy & Procedures Manual – Light Refreshments and Meals, \$7.00 per person is authorized (anticipated “meeting” over 4 hours). This equates to \$231.00. We are requesting an additional \$169.39, or a total of \$398.39 to accommodate the provision of meals onboard, while touring Cornet Bay, Ala Spit and Maylor Point.

APPROVED

Richard M. Hannold, Chair
Board of Island County Commissioners

Date

SERVICES AGREEMENT

Between Island County and Coastal Geologic Services, Inc.

Contract No. DNR-02-2016

THIS SERVICES AGREEMENT is made and entered into by and between ISLAND COUNTY, Washington, hereinafter called "COUNTY," and Coastal Geologic Services, Inc. (CGS), a Washington corporation, located at 1711 Ellis Street, Suite 103, Bellingham, WA 98225, hereinafter called "CONTRACTOR."

WITNESSETH: In consideration of the terms and conditions herein and attached and made a part of this agreement, the parties do covenant and agree as follows:

1. **SCOPE OF WORK:** The CONTRACTOR shall do all work and furnish all tools, materials and equipment to carry out the duties of the contract as described in the attached Exhibit "A" – Scope of Work, Environmental Consultant Services for Nearshore Data Collection and Synthesis, incorporated herein by reference.
2. **BUDGET:** The CONTRACTOR shall be compensated by the COUNTY for completed work and services rendered under this agreement as provided in Exhibit "A", not to exceed \$57,657 as shown in Exhibit "B".
3. **PERIOD OF PERFORMANCE:** The CONTRACTOR'S work shall take place between April 18, 2016 and September 30, 2016; all work shall be completed by September 30, 2016, and all final reports and deliverables shall be filed with COUNTY prior to aforementioned ending date.
4. **INDEPENDENT CONTRACTOR:** The CONTRACTOR is not an employee of the COUNTY and shall not hold itself out to be an employee. CONTRACTOR is responsible for withholding and/or paying employment taxes, insurance, and deductions of any kind required by federal, state and/or local laws. CONTRACTOR shall provide and bear the expense of all travel, equipment, supplies, work and labor of any sort whatsoever that may be required to complete the work provided for in this contract.
5. **CONSIDERATION:** The COUNTY shall pay CONTRACTOR to provide the described services in accordance with the sums set forth on Exhibit "A" attached hereto.
6. **BILLING PROCEDURE:** The COUNTY will pay to CONTRACTOR the amounts billed for work completed, upon receipt of properly executed invoices, attached hereto as Exhibit "E", and submitted to Island County Public Health with all appropriate backup for any direct and indirect costs, and thereupon approved or adjusted for payment.
7. **CONTRACT MANAGEMENT:** The Island County Public Health's Department of Natural Resources Manager shall manage and administer this contract for the COUNTY.
8. **INDEMNIFICATION:** To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless and defend the COUNTY, State of Washington, agencies of the COUNTY and the State and all officials, agents and employees of the COUNTY and State from and against any and all claims arising out of or resulting from the

performance of this contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, or any subcontractor to its employees.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the COUNTY and State of Washington for any claim arising out of or incident to the CONTRACTOR or any subcontractor's performance or failure to perform the contract. The CONTRACTOR's obligation to indemnify, defend, and hold harmless the COUNTY and State shall not be eliminated or reduced by any actual or alleged concurrent negligence of the COUNTY, the State, or their agents, agencies, employees and officials.

9. INSURANCE: Prior to commencement of services under this Contract, the CONTRACTOR shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the COUNTY, for the coverage required below and shall maintain the same type of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days prior written notice to the COUNTY. The CONTRACTOR shall maintain at the CONTRACTOR'S sole expense unless otherwise stipulated, the following insurance coverages, insuring the CONTRACTOR, CONTRACTOR'S employees, agents, designees and indemnities as required herein:

A. The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by the CONTRACTOR shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the County. The CONTRACTOR'S insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

C. The CONTRACTOR shall maintain, during the life of the contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

Specific limits required \$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the COUNTY as Additional Insured (CG2010) and an endorsement that specifically states the CONTRACTOR General Liability shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

D. Commercial General Liability insurance shall be endorsed to include a "cross liability," indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

E. The CONTRACTOR shall maintain during the life of this Contract, Business and Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Covered auto shall be designated as "Symbol 1" any auto.

F. All Liabilities coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the contract.

G. The CONTRACTOR shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

H. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the COUNTY, its officers, agents and employees, the CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrials Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the CONTRACTOR against the COUNTY. However, the CONTRACTOR waiver of immunity by the

provisions of this paragraph extend only to claims against the CONTRACTOR by COUNTY and does not include or extend to claims by CONTRACTOR's employees directly against the CONTRACTOR. This waiver is mutually negotiated by the parties to this Agreement.

I. Professional Liability Insurance – Prior to the start of work, the CONTRACTOR or subcontractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that the coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the CONTRACTOR or subcontractor for a minimum of three (3) years following the termination of this contract, and the CONTRACTOR or subcontractor shall annually provide the COUNTY with proof of renewal.

J. Subcontractors – The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10. GRANT FUNDING/THIRD PARTY BENEFICIARY: The COUNTY is funding its obligations under this Agreement through two sources as follows:

1. Island County and Washington State Recreation and Conservation Office (RCO) Salmon Project Agreement # 15-1392P, attached hereto as Exhibit "C" (34.69%) not to exceed \$20,000, and;
2. State of Washington and Puget Sound Partnership (PSP); Island Local Integrating Organization Agreement # 2015-01, CFDA #66.123; Amendment # 3, attached hereto as Exhibit "D" (65.31%) not to exceed \$37,657.

The CONTRACTOR must comply with all the terms and conditions with which the COUNTY must comply as outlined in Exhibit "C" and Exhibit "D".

11. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT: The CONTRACTOR certifies to the best of its knowledge and belief it:

A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

B. Has not within a three-year period been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction, violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification or destruction of record, making a false statement or receiving stolen property.

C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of offenses in B. above.

Consultant Scope of Work & Budget

ENVIRONMENTAL CONSULTANT SERVICES for NEARSHORE DATA COLLECTION AND SYNTHESIS

Purpose

Shore armoring consists of seawall structures such as rock revetments and bulkheads, which are known to have a negative impact on normal marine shoreline processes. A comprehensive shore armor data base is necessary to evaluate nearshore environments, assess the impact of outreach efforts and policies addressing shore armor, and identify the potential for processed-based remediation. Island County has data on the presence and condition of shore armor including a compilation of data collected between 1999 and 2003. In addition to changes in shoreline features since that time, the accuracy of some of the historical data limits analytical capabilities. The goal of this project is to provide services for mapping updates to Island County's marine shore armor structures.

Task 1 — Data Collection and Processing

Task 1 includes all field work and GIS processing required updating shore armor mapping for the 214 miles of marine shoreline in Island County. Field surveys will be conducted by boat, during higher tides, to get as close to the shore as possible. The CONTRACTOR'S field mapping staff will target to document 20 or more miles of shore per day.

Field mapping would be conducted using a mapping-grade GPS with a laser rangefinder attachment. The laser rangefinder would enable recording of high accuracy data points up to 500 feet from shore, which would improve the overall quality of the data product and eliminate potential complexities associated with accessing private properties and interpreting GPS points recorded offshore. The start and end points of shore armor structures will be documented with the GPS, and additional descriptive information will be recorded, such as field photo numbers.

In addition to the presence or absence of shore armor, detail on the quality and characteristics of the shore armor will also be recorded when. including: material (wood, rock, concrete, creosoted wood), condition (not functional, dilapidated, intact), and the approximate tidal elevation of the toe of the structure. To achieve this detail, start and end points of different armor structures would be recorded with the GPS whenever there was a change in armor presence, material, condition, or approximate tidal elevation. In cases where indicators of tidal elevation are not clear, the observed tidal elevation of the structure toe would be recorded relative to the water level and upper beach features and would later be adjusted based on the observed water levels from the nearest NOAA tidal station and/or LiDAR digital elevation models. The toe elevation of the armor would then be categorized into four bins:

- ◆ In the backshore, at or above the ordinary high water mark (OHWM)
- ◆ Below OHWM and above mean higher high water (MHHW)
- ◆ Below MHHW and above and mean sea level
- ◆ Lower than mean sea level

Following field data collection, all GPS data would be post-processed to assure the highest accuracy possible. GPS point data would then be imported into GIS. Armor segments would be digitized and

snapped to the Washington State Department of Natural Resources (WDNR) ShoreZone shoreline.

The attribute table will then be populated based on the available armor and environmental characteristics. All mapping and supporting data would pass through a rigorous quality assurance and quality control process to ensure accurate interpretation of the shore armor.

Limited remote mapping of shore armor may be conducted within areas mapped as having no appreciable drift. Shores with no appreciable drift occur outside of net shore-drift cells therefore the presence of armor in these locations does not have the same impacts on coastal processes. Many of these shores have very complex, crenulated shallow water shorelines, which can be challenging and problematic to map via boat. Remote mapping was recommended for these types of shores in a recent document that addressed how to perform new shore armor mapping in Puget Sound (CGS 2016). Remote mapping would be conducted using the updated (2016) Washington Department of Ecology shoreline oblique images and other remote sensing data that is less than three (3) years old.

Deliverables for Task 1 include a draft ArcGIS geodatabase of shore armor (with metadata) for the marine shores of Island County. This will include a line feature class of armor snapped to the ShoreZone shoreline and a pre-snap version, showing exactly where armor was recorded. Supporting attributes on the armor condition will be included with the armor mapping.

Task 2 — Data Translation

The CONTRACTOR will convert GPS data (from the historical armor mapping within accretion shoreforms and areas with no appreciable drift that were compiled by Island County in 2002) into a line feature class in an ArcGIS geodatabase. All original attributes will be preserved as part of this data conversion. In addition, categorical attributes will be added so that the older data can be directly compared to data collected in Task 1 (e.g., armor material will be sorted into similar classes).

The deliverables for Task 2 include an ArcGIS geodatabase of the 2002 GPS data compilation in its original location and a geodatabase of the same data snapped to the ShoreZone shoreline.

Task 3 – Data Comparison

In Task 3, the ShoreZone shoreline-snapped versions of the new and old data will be intersected and compared. The results will be analyzed and summarized to outline the change in armor coverage within each net shore-drift cell and Countywide.

Task 3 deliverables include a County-scale map showing the increase and decrease in mapped armor, and the data used to produce this in an ArcGIS geodatabase. Changes by net shore-drift cell will be summarized in a table and a brief executive summary memorandum.

Task 4 – Results Presentation

Task 4 includes a presentation of the methods and results of this project in a way that is accessible to everyone and a final package of project deliverables. Task 4 deliverables include a final technical memorandum, final map folio and a final geodatabase. The methods applied in Tasks 1–3 and results of the project would be described in detail in a technical memorandum. All mapping and results of the Task 3 data comparison will be displayed in a complete map folio at a 1:24,000 scale. The figures and tables within the Task 4 deliverables will convey complex methods and quantify results. Additionally, CGS will deliver the PowerPoint presentation to Island County if additional presentations need to be performed in-house or via the web.

Budget

Task #	Cost
Task 1 – Data Collection and Processing	\$42,390
Task 2 – Data Translation	\$3,312
Task 3 – Data Comparison	\$3,972
Task 4 – Results Presentation	\$7,983
TOTAL	\$57,657

References:

Coastal Geologic Services. 2016. Puget Sound Armor Assessment Memo. Prepared by A. MacLennan and J. Waggoner, prepared for Estuary and Salmon Restoration Program - Beach Strategies.

[WDNR] Washington State Department of Natural Resources, 2001. Washington State ShoreZone Inventory. Aquatic Resources Division, Nearshore Habitat Program, Washington State Department of Natural Resources, Olympia, WA.

Project Sponsor: Island County Department of Natural Resources

Project Number: 15-1392P

Project Title: Island County Lead Entity 2015-2017

Approval Date: 9/16/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and Island County by and through the Island County Department of Natural Resources (sponsor), PO Box 5000, Coupeville, WA 98239-5000 and shall be binding on the agents and all persons acting by or through the parties. The sponsor's Data Universal Numbering System (DUNS) Number is 19-3740040.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The Island County Lead Entity will use this grant to coordinate implementation of the Salmon Recovery Plan for Water Resource Inventory Area 6, encompassing Island County's entire geographic boundary (primarily Whidbey and Camano Islands). Nearshore habitats in Island County provide critical shelter, food, and refuge for juvenile salmon as they transition from river to ocean stages of life. Program priorities identified in the plan include protecting and restoring priority nearshore habitat, furthering our understanding of habitat functions and species distribution, and increasing public awareness and support.

This grant will result in the Island County Lead Entity bringing the most suitable projects to the Salmon Recovery Funding Board for the consideration in the 2015-17 grant rounds. The Lead Entity facilitates citizen and technical committees to develop a prioritized list of projects in support of statewide and regional salmon recovery efforts. The Island County Lead Entity process fosters communication among committee members and project sponsors, resulting in projects with broad local support and technical justification.

For specific tasks and deliverables see the Scope of Work attached herein as Attachment A.

The Island County Lead Entity, like other lead entities in Washington's salmon recovery effort, is a community-based group that develops strategies to restore salmon habitat and recruits organizations to do the work.

D. PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2015 (project start date) and ends on June 30, 2017 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in Section D: Period of Performance.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$168,583.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Salmon-LE Fed Contracts	26.75%	\$45,489.00	Federal
SRFB - Salmon-LE State Contracts	8.53%	\$14,511.00	State
SRFB - PSAR-Lead Entity Contracts	64.72%	\$110,048.00	State
Project Sponsor	0.00%	\$0.00	
Total Project Cost	100.00%	\$170,048.00	

G. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through the following federal funding source(s):

Federal Agency: US Dept of Commerce
Catalog of Federal Domestic Assistance Number and Name: 11.438 - PCSRF
Federal Award Identification Number: NA15NMF4380226
Federal Fiscal Year: 2015
Federal Award Date: 08/11/2015
Total Federal Award: \$19,400,000
Federal Award Project Description: FY2015 Pacific Coast Salmon Recovery - Pacific Salmon Treaty Program

Sponsor's Indirect Cost Rate: 20.00% of Total Direct Costs

If federal funding information is included in this section, this Agreement is funded by a federal subaward from a portion of the total federal award. This funding is not research and development (R & D).

If the sponsor's total federal expenditures are \$750,000 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F - Audit Requirements, Section 500 (2013). The sponsor must provide a copy of the final audit report to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable 16 U.S.C. 3645 (d) (2), 2 C.F.R. Part 1327, RCW 77.85, WAC 420 and RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Dawn Pucci
Title: Lead Entity Coordinator
Address: PO Box 5000
Coupeville, WA 98239
Email: d.pucci@co.island.wa.us

SRFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVEDATE

This Agreement, for project 15-1392P, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Island County Department of Natural Resources

By: _____

Date: _____

Name: (printed) _____

Title: _____

**State of Washington, Recreation Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Date: _____ July 20, 2015 _____

Assistant Attorney General

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Island County Department of Natural Resources

Project Number: 15-1392P

Project Title: Island County Lead Entity 2015-2017

Approval Date: 9/16/2015

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.
- applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.
- application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
- C.F.R.** - Code of Federal Regulations
- contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).
- development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.
- director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
- education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.
- education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.
- equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).
- funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
- indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).
- landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
- maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.
- maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.
- match or matching share** - The portion of the total project cost provided by the sponsor.
- milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.
- pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.
- period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).
- planning (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.
- planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.
- pre-agreement cost** - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives 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 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives 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 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed; and
 8. Fiscal transactions are complete.
9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCEPAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
 - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching resources;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
 - 1. Publish a notice to the public requesting bids/proposals for the project;
 - 2. Specify in the notice the date for submittal of bids/proposals;
 - 3. Specify in the notice the general procedure and criteria for selection; and
 - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

- B. Requirements for Federal Subawards.
 1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
 2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

- A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
 1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;
 3. The dollar amount of federal funds for the project; and
 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

- E. Real Property Acquisition and Relocation Assistance
 - 1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 - 2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 - 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.
- G. Hazardous Substances.
 - 1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - 3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.
- H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 - 2. In a reasonably safe condition for the project's intended use.
 - 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 - 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

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

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE
Purchased Services 10% MBE 4% WBE
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 2. \$3,000 or more is included for supplies; or
 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
 5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
 6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.
- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
 Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
 Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

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

A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
 - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
 - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

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

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- 7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
 - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
 - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
- 8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
- Establish all sub-award agreements in writing;
 - Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - b. The reasons for slippages if the established outputs/outcomes were not met; AND
 - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

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

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. Quality Assurance Requirements. Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. Environmental Data and Information Technology. Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

- A. DUNS and CCR Requirements
 1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
 2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. FY2011 ACORN Funding Restriction. No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

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

- A. Federal Finance Report (FFR). Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/financeservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. Reimbursement Limitation. If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. DUNS and CCR Requirements
 1. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. Requirement for Data Universal Numbering System (DUNS) numbers. If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:
 - a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
 - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.
 - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf
 - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the N.J. 1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the 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, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, employees, and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F: Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: Island County Department of Natural Resources
Project Title: Island County Lead Entity 2015-2017
Program: Salmon-LE Fed Contracts

Project Number: 15-1392
Project Type: Planning
Approval: 9/16/2015

Planning Metrics

Worksite #1, Lead Entity Base Grant

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU,
Chum Salmon-Puget Sound/Strait of
Georgia ESU, Coho Salmon-Puget
Sound/Strait of Georgia ESU,
Steelhead-Puget Sound DPS

Targeted species (non-ESU species):

Bull Trout, Cutthroat

Area Encompassed (acres) (B.0.b.1):

332471.0

Miles of Stream Affected (B.0.b.2):

78.00

This has not been quantified in Island County yet. This also does not include Island County's 196 miles of nearshore habitat.

Restoration Planning And Coordination Project

Evaluation/analysis of restoration plans and projects (B.1.b.9)

Name of the Plan (B.1.b.9.a):

Water Resources Inventory Area 6,
2005. Multi-Species Salmon Recovery
Plan

Description of the Plan (B.1.b.9.b):

The WRIA 6 Salmon Recovery Plan is a framework for salmon recovery activities to be undertaken in an integrated and comprehensive manner. While a comprehensive approach is encouraged for maximum impact, selective or sequential components can be effective entry points. The salmon recovery framework employs three core elements: 1) providing access to technologies and the best science 2) the promotion of improved salmon recovery practices and facilities 3) support for long-term sustainability through the creation of an enabling environment in which salmon recovery activities can be supported and take place.

Support to local entities or agencies (B.1.b.6)

Name of the Plan (B.1.b.6.a):

Water Resources Inventory Area 6,
2005. Multi-Species Salmon Recovery
Plan

Eligible Scope Activities

Description of the Plan (B. 1.b.6.b):

The WRIA 6 Salmon Recovery Plan is a framework for salmon recovery activities to be undertaken in an integrated and comprehensive manner. While a comprehensive approach is encouraged for maximum impact, selective or sequential components can be effective entry points. The salmon recovery framework employs three core elements: 1) providing access to technologies and the best science 2) the promotion of improved salmon recovery practices and facilities 3) support for long-term sustainability through the creation of an enabling environment in which salmon recovery activities can be supported and take place.

Milestone Report By Project

Project Number: 15-1392 P
Project Name: Island County Lead Entity 2015-2017
Sponsor: Island Co. Dept. Natural Res.
Project Manager: Sarah Gage

X	!	Milestone	Target Date	Comments/Description
X		Project Start	07/01/2015	
	!	Progress Report Submitted	10/31/2015	
	!	Progress Report Submitted	04/15/2016	
		Annual Project Billing	06/30/2016	
	!	Progress Report Submitted	10/31/2016	
	!	Progress Report Submitted	04/15/2017	
	!	Agreement End Date	06/30/2017	
		Final Report in PRISM	07/31/2017	
		Final Billing to RCO	07/31/2017	
		Special Conditions Met		

X = Milestone Complete

! = Critical Milestone

Attachment A

Puget Sound Salmon Recovery Region

Lead Entity Scope of Work

July 1, 2015–June 30, 2016

Island County Lead Entity

Background

Lead entities are funded with capacity grants from the Washington State Legislature and the federal Pacific Coastal Salmon Recovery Fund. These funds are allocated by the Salmon Recovery Funding Board, and the contracts that govern these grants are administered by the Recreation and Conservation Office. The base grant for this lead entity for 2015-17 is: \$120,000.00, with \$60,000.00 available for the fiscal year July 1, 2015–June 30, 2016.

Puget Sound lead entities also receive funding from capital funds that the Legislature appropriates to the Puget Sound Acquisition and Restoration (PSAR) program. For the 2015-2017 biennium, six percent of the first \$30 million of the PSAR program will be distributed among the Puget Sound lead entities to support their capacity to recruit, develop, review, and prioritize eligible projects.

For 2015-17, the Legislature funded PSAR at \$37 million. The PSAR allocation from the first \$30 million for Island County Lead Entity is \$54,576.84. Island County Lead Entity’s carry-forward PSAR balance from 2013-15 is \$28,475.31 as of July 1, 2015. These 2013-15 funds must be spent by June 30, 2017 or they will no longer be available to the lead entity.

This scope of work, for the fiscal year July 1, 2015–June 30, 2016, includes these funds:

Lead entity base grant (state general funds and federal PCSRF)	\$60,000.00
PSAR lead entity capacity balance, 2013–15	\$28,475.31
PSAR lead entity capacity allocation, 2015–17 (6% of \$30M PSAR Funds)	\$54,576.84
PSAR lead entity capacity allocation, 2015-17 (6% of adjusted \$7M PSAR (\$420k-(\$35,320-\$32,959)= \$351,721 divided equally among lead entities)	\$23,448.06
PSAR 2013-15 unobligated (6% of \$40M = \$117,000, distributed per PSAR allocation formula)	\$3,547.49
Amount <\$200,000 for biennium (West Sound and Thurston only)	\$0.00
Phase II M&AM	\$0.00
TOTAL	\$170,047.70

Grant Funding Timing

The fund sources included in this agreement have different timelines.

The lead entity base grant must be spent in one fiscal year, i.e., by June 30, 2016. It is expected that the SRFB will allocate a second year of capacity funding for the lead entity prior to June 30, 2016.

PSAR funding may be used for up to two biennia.

- **PSAR capacity funds allocated for 2013–15 must be spent by June 30, 2017.** Any balance of 2013-15 PSAR capacity funds remaining on July 1, 2017 will no longer be available to the lead entity.
- **PSAR capacity funds allocated for 2015–17 must be spent by June 30, 2019.** Any balance of 2015–17 PSAR capacity funds remaining on July 1, 2019 will no longer be available to the lead entity.

Purpose

The purpose of this scope of work is to describe the tasks that will be completed by the lead entity organization during the fiscal year July 1, 2015 through June 30, 2016 with the funds available as described above. The lead entity organization (lead entity) consists of the coordinator, committees and fiscal agent.

Each task includes:

- A description of the services to be provided or work to be performed
- Deliverables
- Timeline
- Funding source

All work is bound by the lead entity contract agreement, its terms and conditions, and the applicable Recreation and Conservation Office (RCO) policy manuals (e.g., Manual 19).

Contracts

The lead entity may sub-contract out portions of the tasks described in this scope of work, but it must meet these requirements:

- The lead entity must have adopted written procedures on the procurement of contracted services in compliance with state law
- The lead entity must include RCO in the review of proposed sub-contracts of more than \$20,000.

See Manual 19 for specifics.

Indirect/Overhead Costs

Indirect costs are costs not tied directly to a particular project, such as general administrative and personnel costs. The lead entity must complete the RCO Fiscal Data Collection Sheet available from [e-billing@rco.wa.gov](mailto:billing@rco.wa.gov)

On the form, the lead entity fiscal agent must choose one of the following options:

- a. The lead entity fiscal agent does not wish to charge any indirect rate for this RCO grant or for any RCO sub-contract.
- b. The lead entity fiscal agent has an indirect rate approved by a federal agency.

- c. The lead entity fiscal agent is a non-profit and chooses to use the *de minimis* rate of 10 percent of the Modified Total Direct Costs. See Code of Federal Regulations (CFR) 2 CFR 200.414 (f) For a definition of Modified Total Direct Costs, see 2 CFR 200.68.
- d. The lead entity fiscal agent has an indirect rate negotiated with RCO.

See the RCO Fiscal Data Collection Sheet and the federal Omni-Circular (2 CFR Part 200) for more information. The federal Omni-Circular takes precedence over any state law, rules, or contract terms.

Reporting

The lead entity coordinator will report twice a year to RCO and its salmon recovery regional organization, the Puget Sound Partnership (PSP) on its progress in completing these tasks. **Progress reports are due April 15th and October 31st.**

RCO will provide a reporting template to the lead entity for each reporting period.

TASKS 1–6: Required Tasks for all Puget Sound Lead Entities

Task Groups 1–5 comprise the work a lead entity engages in to complete its SRFB grant round. Accordingly, for budget purposes, the costs associated with these five task groups are combined. See the table at the end of this document for that budget amount.

Task Group 1: Lead Entity Organization

The lead entity will maintain sufficient administration, facilitation and coordination capacity to support the on-going goals and objectives of a lead entity organization.

Task 1.1 The lead entity fiscal agent will maintain an office and points of contact. It will keep the Recreation and Conservation Office (RCO) informed of its physical, mailing address, phone numbers and e-mail addresses for points of contact for the lead entity coordinator and fiscal agent. It will report changes within 15 calendar days to the RCO.

Deliverable 1.1 Notice to RCO of changes within 15 calendar days.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 1.2 The lead entity coordinator will provide a brief summary of the number of staff involved in performing the lead entity coordinator and fiscal agent tasks (whether on lead entity payroll or not), their individual roles and any training that has occurred during the reporting period (see Reporting section for specifics).

Examples of some common roles include billing, accounting, education, outreach, data management (e.g., Habitat Work Schedule), and coordination.

Deliverable 1.2 Lead entity coordinator will provide summary of staff, roles, and training to RCO and PSP in the April 15th progress report.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 1.3 The lead entity coordinator and committee members will represent the lead entity organization in appropriate salmon recovery settings as directed by the lead entity organization.

Examples of these settings include meetings of the following groups:

- Puget Sound Partnership, including Watershed Leads
- Puget Sound Salmon Recovery Council
- Washington Salmon Coalition (formerly the Lead Entity Advisory Group)
- Salmon Recovery Network
- Marine Resources Committee
- Local Integrating Organization
- Local Planning Department

Deliverable 1.3 The lead entity coordinator will provide summary of lead entity representation in appropriate salmon recovery settings to RCO and PSP in the April 15th progress report.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 1.4 The lead entity fiscal agent will serve as the agent administering the lead entity grant with the RCO.

The lead entity fiscal agent is responsible for accounting and reporting to the RCO in a timely fashion. Invoices for reimbursements of eligible costs will be sent to the RCO no less frequently than quarterly and no more often than monthly.

Lead entity fiscal agents must prepare their bills in PRISM Online E-billing. Information is available on the RCO Web site at http://www.rco.wa.gov/doc_pages/reimbursement.shtml

Deliverable 1.4 The lead entity fiscal agent will administer its grants in a timely manner (no less frequently than quarterly and no more often than monthly), including accounting, reporting, and invoicing using PRISM Online E-billing.

Task Lead: Accounting Supervisor, Vanya Brown

Task Group 2: Lead Entity Committees

A key role for the lead entity is to establish and maintain a committee that is representative of diverse salmon habitat and community interests (citizen committee) and whose primary purpose is to compile a prioritized habitat project list (see RCW 77.85.050).

Task 2.1 The lead entity will establish and maintain a citizen committee. The lead entity shall

conduct community outreach to ensure diverse membership that reflects RCW 77.85.050.

The lead entity coordinator or designee shall:

- Arrange and facilitate meetings
- Create agendas
- Perform staff assignments
- Develop meeting summaries
- Maintain a complete set of records to be made available to the RCO as needed for oversight of the lead entity grant.

The lead entity will submit the name and organizational affiliation of each citizen committee member to the RCO in its progress report due April 15th.

Deliverables 2.1

The Lead Entity Coordinator will:

- a. Arrange, facilitate, and document citizen committee meetings and make the information available to RCO as needed.
- b. Submit the name and organizational affiliation of each member of the citizen committee to the RCO in the April 15th progress report

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 2.2 The lead entity will organize and coordinate a technical advisory group to serve its technical and science-related needs in compiling a prioritized habitat project list.

The lead entity coordinator or designee shall:

- Arrange and facilitate meetings
- Create agendas
- Perform staff assignments
- Develop meeting summaries
- Maintain a complete set of records to be made available to the RCO as needed for oversight of the lead entity grant.

Deliverables 2.2

The Lead Entity Coordinator will:

- a. Arrange, facilitate, and document technical advisory group meetings and make the information available to RCO as needed.
- b. Submit the name and organizational affiliation of each member of the technical advisory group to the RCO in the April 15th progress report.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 2.3 The lead entity will maintain a set of written bylaws approved by the citizen committee

and update them as needed.

At a minimum, the bylaws will include:

- Membership criteria
- Attendance requirements
- Roles of all participants including chairs
- Decision-making and/or voting structure and process
- Purpose and membership of any standing supporting committees
- Statement of fairness and/or conflict of interest policy

These bylaws shall be made available to the RCO as needed for oversight of the lead entity grant.

The lead entity will maintain a complete set of records to be made available as needed to support the lead entity grant.

Deliverables 2.3 The Lead Entity Coordinator will maintain a set of written bylaws approved by the citizen committee and update as needed. Make the bylaws available to RCO on request.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task Group 3: Lead Entity Annual Work Plan

The prioritized project list submitted to the RCO is the culmination of efforts by the lead entity in partnership with its project sponsors, local landowners, other representative interests in its watershed, and the Puget Sound Partnership as its salmon recovery regional organization.

The lead entity will develop an annual work plan to most efficiently and effectively create its prioritized project list, guide its overall efforts, and provide transparency and clarity for its watershed partners, the Puget Sound Partnership, and the RCO. The RCO will use the lead entity work plan to help support lead entities in the SRFB grant round process.

Task 3.1 The lead entity coordinator will develop an annual work plan and provide it to the RCO and the Puget Sound Partnership as part of progress report due April 15th.

The annual work plan will include:

- A description of how the prioritized project list will be created (the overall process, structure of application workshops, etc.)
- Community outreach plan
- Timelines
- Use of HWS and other information management systems
- Staff and committee roles
- Decision-making structure to ensure compliance with Manual 18.

Deliverables 3.1

The Lead Entity Coordinator will:

- a. Annually update the work plan.
- b. Provide the annual work plan to the RCO and the Puget Sound Partnership as part of the April 15th progress report.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task Group 4: Grant Program Criteria and Adaptive Management of Watershed Recovery Chapter

To achieve success, lead entity functions depend on willing and able project sponsors, partnerships with landowners, and community support. To most effectively garner support from these parties and others, the lead entity will develop, maintain, and update its grant program criteria and guidelines and adaptively manage its recovery chapter (and multi-species recovery plans as appropriate).

The Miradi software system and MiradiShare cloud system will be used for adaptive management of the recovery chapter through documentation of goals, strategies, and monitoring needs for assessing the health of the ecosystem. Habitat Work Schedule and PRISM will be used for project and grant management as well as tracking metrics and project goals. Note that GSRO and PSP are working to improve communication between the systems.

Task 4.1 The lead entity will develop and publish grant program criteria and guidelines consistent with its local watershed recovery chapter (and multi-species recovery plans as appropriate) and update them as needed (available at <http://www.islandcountyeh.org/Documents/View/210>.. The lead entity coordinator will provide its grant program criteria and guidelines to the RCO and the Puget Sound Partnership as part of the progress report due April 15th.

Deliverables 4.1

The Lead Entity Coordinator will provide the grant program criteria and guidelines, updated as needed, to the RCO and the Puget Sound Partnership as part of the April 15th progress report.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 4.2 Goal development is a key part of work for watershed adaptive management and monitoring. These goals will refine how PSP reports progress on implementing the recovery plan. As each watershed develops final goals in the long term, it is important to develop interim goals with best professional judgment to guide near-term actions.

The lead entity coordinator or designee will update Puget Sound Chinook salmon habitat goals, strategies and monitoring plans for its lead entity area watershed(s) in the Miradi database as needed, consistent with guidance from the relevant recovery chapter (and multi-species plans as appropriate) and the Puget Sound Partnership.

Any update or refinement of the habitat goals, strategies and monitoring plans in the intervening year will be provided in the April 15th progress report to the RCO and the PSP as part of the Four Year Work Plan (4YWP) biennial reporting cycle. (The 4YWP project list and narrative will be due in early 2016, likely January or February.)

PSP will provide a report template to lead entities. PSP staff will provide support to the lead entity, as needed, in generating reports from the Miradi database including tailoring of the template to meet the lead entity's needs, generating drafts of the report, and editing. The lead entity is expected to be the primary lead for data entry.

Note: The Legislature allocated additional funding to further support lead entities on implementing this task.

Deliverables 4.2

- a. The lead entity coordinator or designee shall update the recovery chapter Miradi file no less than twice a year, due April 15th and October 31st.
- b. An updated Miradi file that demonstrates any shifts in Puget Sound Chinook salmon habitat goals, strategies and monitoring plans for its lead entity area watershed(s), provided to the RCO and the PSP as part of the April 15th progress report.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 4.3 The lead entity will update and develop quantitative habitat goals as part of maintaining an updated watershed recovery chapter (see related task 4.2). As part of this effort, the lead entity will apply a set of Puget Sound common indicators and viability bins, for consistent reporting across all Puget Sound watersheds. Out of this effort, and concurrent with this effort, the lead entity will coordinate with the Partnership, GSRO and other salmon recovery implementers to develop goals to monitor and evaluate progress towards those goals.

Based on application of common indicators and bins, continue goal development per Task 4.2. As goals are defined, this information will be updated and tracked in Miradi and HWS, as the systems allow, in order to show progress toward the implementation of the watershed recovery chapter as described in subtask 4.2.

Note: The Legislature allocated additional funding to further support lead entities on implementing this task.

Deliverable 4.3 Common indicators and viability bins are incorporated into watershed recovery chapter Miradi file by December 31, 2015, as appropriate and as capacity provides.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 4.4 The lead entity coordinator or designee will update and refine its Four Year Work Plan project list using the template provided by PSP or through the Habitat Work Schedule database¹.

The lead entity coordinator or designee will produce a work plan narrative from Miradi using the reporting template provided by PSP. The Four Year Work Plan project list and narrative will be provided to the PSP in January/February 2016 (date determined in summer 2015).

Any new projects added between reporting years should be submitted to the RCO and the PSP by May 31, 2016.

Deliverables 4.4

¹ If changes are made to HWS so that it encompasses the Puget Sound Four Year Work Plan project list reporting needs, then use of HWS will be required.

a. An updated or refined Four Year Work Plan project list and narrative report (in templates provided by PSP unless changes to HWS allow its use) provided to the RCO and the PSP in January/February 2016 (date determined in summer 2015).

b. New projects for the Four Year Work Plan submitted to the RCO and the PSP by April 15, 2016.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task Group 5: Create a Habitat Project List for the SRFB

The lead entity will submit a habitat project list to the SRFB in accordance with Manual 18 (see RCW 77.85.050(3)). Generally, this may include the following activities:

- Initiating and facilitating prioritization meetings
- Conducting community outreach about the grant round
- Preparing and organizing meeting materials
- Scheduling and coordinating site visits
- Compiling project ratings and final rankings
- Scheduling and coordinating application workshops
- Ensuring all aspects of project pre-applications and project applications are complete
- Coordinating with the SRFB review panel and providing review panel comments to project applicants and sponsors
- Completing and submitting the lead entity list memorandum
- Interacting with the SRFB and RCO staff as requested.

Task 5.1 The lead entity coordinator will submit a ranked habitat project list in accordance with Manual 18.

In 2015:

- The **draft** ranked list is due in PRISM by August 14
- The **final** ranked list is due in PRISM by November 10.

Deliverable 5.1 The lead entity coordinator will submit a habitat project list to the SRFB in accordance with the Grant Schedule published in Manual 18.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 5.2 The lead entity will summarize its involvement in the current SRFB grant round process as part of its fall progress report.

Deliverable 5.2 The lead entity will summarize its involvement in the current SRFB grant round in its progress report due October 31st.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 5.3 The lead entity will provide feedback to the RCO, making suggestions to improve Manual 18 for the next grant round process and timelines.

Deliverable 5.3 The lead entity will provide feedback to improve Manual 18 in its progress report due October 31st.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task Group 6: Habitat Work Schedule

The lead entity organization will create and maintain a habitat work schedule for salmon restoration and protection projects using the Habitat Work Schedule (HWS) database.

The recently implemented interface between the PRISM and HWS databases reduces the level of effort needed to manage data in HWS—lead entities no longer need to enter PCSRF project metrics into HWS for those projects that are already tracked in PRISM. This allows a change in focus for HWS data management.

Task 6.1 Track project information in the Habitat Work Schedule database in accordance with instructions in Appendix A (see below).

Deliverable 6.1 The lead entity coordinator or designee will complete data entry in HWS as described in Appendix A by April 15, 2016. Data entry will encompass all projects funded through the SRFB process and, as capacity allows, may also include non-SRFB process projects.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 6.2 The lead entity coordinator will provide the GSRO/RCO with a description of how the HWS database is currently used, how often it is updated, and how the HWS database is used to identify and coordinate with all known salmon habitat projects in the lead entity area, including Washington Wildlife and Recreation Program, the Conservation Reserve Enhancement Program, and other conservancy programs (see RCW 77.85.060), including the Estuary and Salmon Restoration Program, as relevant.

Deliverable 6.2 The lead entity coordinator will respond to the questions about HWS in the progress report due April 15, 2016.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 6.3 The lead entity coordinator or designee shall attend one HWS database training event per year, which may be a Web-based training event. If the lead entity assigns project sponsors with the responsibility for providing project data input into HWS, the lead entity shall coordinate a minimum of one HWS database training opportunity per year for project sponsors.

Deliverable 6.3 The lead entity coordinator will provide documentation of training attended and, where relevant, provided to sponsors, in the progress report due April 15, 2016.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 7: Community Outreach

Community outreach and education are activities that may occur throughout the year. Accordingly, the lead entity will report its progress for these activities in either the spring or fall progress report, as appropriate.

The Island County Lead Entity plans outreach activities for 2015-16 that may include:

- Providing trainings to citizen scientists
- Participating in EcoNET meetings and events

- Participating in themed community events
- Communicating one-on-one with homeowners or neighborhood groups that reside in close proximity to potential restoration activities

Task 7.1 To develop a broad base of community support for salmon recovery projects, the lead entity will conduct community outreach to educate the local community on salmon recovery.

Deliverable 7.1 The lead entity coordinator will report on outreach activities to the RCO and the Puget Sound Partnership as part of its April 15th and or October 31st progress report(s) as appropriate.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Task 7.2 To communicate salmon recovery efforts, the lead entity will maintain a website, and potentially other communication and networking tools.

Deliverable 7.2 Report on the use of reporting tools to the RCO and the Puget Sound Partnership as part of its April 15th and or October 31st progress report(s) as appropriate.

Task Lead: Lead Entity Coordinator, Dawn Pucci

Budget Summary Table

July 1, 2015–June 30, 2016

Island County Lead Entity

The base grant for this lead entity for the 2015-17 biennium is: **\$120,000.00**, with **\$60,000.00** available for the fiscal year July 1, 2015–June 30, 2016.

This scope of work, for the fiscal year July 1, 2015–June 30, 2016, includes these funds:

Lead entity base grant (state general funds and federal PCSRF)	\$60,000.00
PSAR lead entity capacity balance, 2013–15	\$28,475.31
PSAR lead entity capacity allocation, 2015–17 (6% of \$30M PSAR Funds)	\$54,576.84
PSAR lead entity capacity allocation, 2015-17 (6% of adjusted \$7M PSAR (\$420k-(\$35,320-\$32,959)= \$351,721 divided equally among lead entities)	\$23,448.06
PSAR 2013-15 unobligated (6% of \$40M = \$117,000, distributed per PSAR allocation formula)	\$3,547.49
Amount <\$200,000 for biennium (West Sound and Thurston only)	\$0.00
Phase II M&AM	\$0.00
TOTAL	\$170,047.70

TASK	DESCRIPTION	BUDGET
Tasks 1-5	<ol style="list-style-type: none"> 1. The lead entity will maintain sufficient administration, facilitation and coordination capacity to support the on-going goals and objectives of a lead entity organization. 2. The lead entity will maintain and coordinate a citizen committee and technical advisory group. 3. The lead entity will develop an annual work plan and provide it to the RCO as part of its spring progress report (April 15th). 4. The lead entity will develop, maintain and update as needed its grant program criteria and guidelines, and habitat strategy. 5. The lead entity will submit a habitat project list to the SRFB in accordance with Manual 18 (see RCW 77.85.050(3)) and will recruit, develop, review, and prioritize eligible capital projects for capital funding requests. 	\$115,047.70
Task 6	The lead entity organization will create and maintain a habitat work schedule for salmon restoration and protection projects using the Habitat Work Schedule (HWS) database.	\$25,000.00
Task 7	Community Outreach	\$30,000.00
TOTAL		\$170,047.70

Appendix A.

Habitat Work Schedule

Introduction

As noted in the body of the scope of work, the recently implemented interface between the PRISM and HWS databases reduces the level of effort needed to manage data in HWS.

To allow better reporting on salmon recovery efforts and funding sources throughout the state, it is important to track as many salmon recovery projects as possible in the HWS database. This includes projects at all different phases of completion (in different categories of project status) and projects funded by sources in addition to the Salmon Recovery Funding Board.

Project status

Tracking projects at all different phases of completion (i.e., in different categories of project status) allows for a more complete picture of salmon recovery in Washington.

How is project status defined?

- A **conceptual** project is one that is actually being developed and has a timeline, but has not yet been proposed for funding.
- A **proposed** project is one that is actively seeking or has applied for funding and is awaiting approval.
- An **active** project is a one that is currently underway.
- A **completed** project is one that has been finished.
- A **dormant** project has been proposed but withdrawn for some reason (e.g., landowner changed mind)

Projects with salmon recovery benefit

Projects with salmon recovery benefit may be funded from many different sources. Tracking these in HWS allows better reporting on Washington's salmon recovery efforts. Ideally, HWS will track projects funded by all sources, including:

1. Projects funded through the lead entity ranked list process:
 - Salmon Recovery Funding Board projects
 - Puget Sound Acquisition and Restoration Program.
2. Projects with salmon recovery benefit that receive funding administered by the Recreation and Conservation Office, including but not limited to:
 - Aquatic Lands Enhancement Account
 - Estuary and Salmon Restoration Program
 - Family Forest Fish Passage Program
 - Land and Water Conservation Fund

- Washington Wildlife and Recreation Program
3. Projects with salmon recovery benefit that are funded from sources administered elsewhere, for example:
- City or county funds
 - Bonneville Power Administration
 - U.S. Fish and Wildlife Service
 - Conservation Reserve Enhancement Program
 - NOAA Restoration Center
 - National Fish and Wildlife Foundation

Publishing projects in HWS

The lead entity will ensure that all projects and program activities entered into the database are published on the HWS public portal by April 15th each year. This includes conceptual, proposed, active, completed, and dormant projects and activities.

All projects and activities are to be made public unless an agreement has been made between the lead entity and GSRO to allow certain information relating to projects or activities to remain unpublished (e.g., private landowner information). HWS provides the option for projects to either be hidden or shared to the public.

Please contact GSRO or the HWS developer (Paladin) for details on how to publish your projects.

Data to enter into Habitat Work Schedule

Please enter the following fields into HWS for projects with salmon recovery benefit.

Note that the fields marked with an asterisk (*) are **in addition** to those already sent to PRISM from HWS during the application process.

Data Field	
1. Project category (restoration, acquisition, etc.)	
2. Project ID (created by HWS user, usually within a watershed-established nomenclature)	
3. Project name	
4. Project summary <ul style="list-style-type: none"> • Include the ecological concerns or limiting factors that the project addresses. 	*

<ul style="list-style-type: none"> • Include the chapter and section of the recovery plan to which the project relates. • Include the recovery plan goal to which the project relates <ul style="list-style-type: none"> ▪ Goals may be stated or implied in the recovery plan. ▪ Examples of a goals: <ul style="list-style-type: none"> ○ Increase tree canopy by X%. ○ Open Y miles of stream to fish 	
5. Project status (conceptual, proposed, active, completed, dormant)	*
6. Start/end dates (estimate for conceptual projects)	
7. Geographic location using the mapping tool	*
8. Funding amount <ul style="list-style-type: none"> • Estimate for conceptual projects • Update if different than the amount in the HWS funding instrument 	*
9. Funding source(s) in addition to funding administered by the SRFB	*
10. Sponsor and/or primary project contact	
11. PCSRF project metrics <ul style="list-style-type: none"> • Consult the PCSRF Data Dictionary for definitions • Find it on the Habitat Work Schedule publications page, under HWS References. • Examples of PCSRF metrics: <ul style="list-style-type: none"> ▪ the number of miles of instream habitat restored ▪ the number of miles of dike(s) removed 	
12. Habitat type	*



Amendment #3

Agreement Number: 2015-01
Title: Island County LIO – FFY2014 Funding

This agreement is made and entered into by and between the state of Washington, Puget Sound Partnership (PSP), and the below named firm, hereinafter referred to as "CONTRACTOR."

CONTRACTOR INFORMATION

Island County
PO Box 5000
Coupeville, WA 98239-5000

Project Manager

Lori Clark
L.Clark@co.island.wa.us
(360) 679-7352

UBI: 151000298
EIN: 193740040
DUNS:
Type:

Fiscal: Vanya Brown
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(360) 678-7889

PSP INFORMATION

PUGET SOUND PARTNERSHIP
326 EAST D STREET
TACOMA, WA 98421-1801

Project Manager

Suzanna Stoike
Suzanna.stoike@psp.wa.gov
(360) 701-4604

PURPOSE

The purpose of this amendment is to add supplemental funding provided by the Environmental Protection Agency (EPA) to the Local Integrating Organization (LIO) FFY 2014 Coordination Grants. The supplemental funding is for a new distinct *Task 5: Develop a 5-year Ecosystem Recovery Plan and a 2-year Implementation Plan*. This amendment does the following:

- Adds Task 5 to Exhibit B, Statement of Work
- Increases the maximum consideration of the contract by \$170,000
- Extends the end date of the contract through September 30, 2016

PERIOD OF PERFORMANCE

The period of performance for Tasks 1 through 4 of the original agreement does not change and the end date remains **September 30, 2015**. The period of performance for Task 5 is the date of execution of this amendment (~~9/30/15~~) through **September 30, 2016**.

COMPENSATION AND PAYMENT

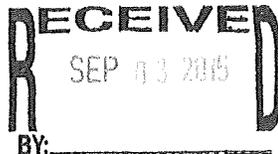
Total compensation payable to CONTRACTOR is increased by **\$170,000** for a new total maximum consideration of **\$245,000**. Unspent funds in Tasks 1 through 4 are not available after September 30, 2015. If Contractor requests and receives approval to reprogram unspent funds from Tasks 1 through 4, an additional contract amendment is required.

EXHIBIT B, STATEMENT OF WORK

ADD the following task to Exhibit B, Statement of Work:

Task 5: Develop a 5-year Ecosystem Recovery Plan and a 2-year Implementation Plan

The LIOs will use supplemental funding to build and enhance the work from TASK 4 and use new and existing information to develop a 5-year Ecosystem Recovery Plan around Vital Signs (including recovery targets where possible) and identify high priority to high pressures (sources). The LIO will also develop a 2-year Implementation Plan for the 2016-2018 period consisting of near-term actions (NTA) nested under existing sub-strategies and showing which NTAs align with Action Agenda Strategic Initiative sub-strategies.



Required for Supplemental Grant Funding:

Deliverables	Reporting Period 2015 Supplemental Funding				
	Jul- Sept 2015	Oct- Dec 2015	Jan- Mar 2016	Apr - June 2016	Jul- Sept 2016
Task 5: Develop a 5-year Ecosystem Recovery Plan and a 2-year Implementation Plan	\$170,000				
Subtask 5.01 Provide to PSP at least 4-6 Puget Sound Vital Signs for which the Island County LIO intends to focus initial recovery planning elements by September 30, 2015. Document and briefly describe Island County LIO consideration of existing information about priority pressures and areas of focus/ecosystem components.	X (Sept. 30 th)				
Subtask 5.02a 5-year Ecosystem Recovery Plan development deliverable #1: By September 30, 2015, the LIO Team will provide to PSP in a Miradi file, the first installment of results chains for at least 4-6 Vital Signs (deliverable 5.01) documenting 1) the Island County LIO's existing approach to ecosystem recovery and 2) proposed areas of focus for 2016 and beyond. PSP will provide prototype results chains and the LIO will note consistencies and inconsistencies. Result chains will show the connection between the prototypes and the LIO approach. 1) Using the prototype results chains provided as a base, place the LIO NTAs (2014-2015 and 2012-2013, where relevant) on the chains and indicate whether the LIO's approaches align with the approaches represented in the prototype results chains. If alignment does not exist, identify where a different sub-strategy or new or revised results chain is needed to capture the LIO's approach and associated near-term actions and 2) areas where the LIO will no longer be pursuing an approach identified in 2014 and thus the results chain no longer applies to the LIO. 2) Using the prototype results chains as a base, identify areas where the LIO will focus work for the 2016 Action Agenda (i.e. where revised and new near-term actions will be developed). Indicate the priority Strategic Initiative sub-strategies that the LIO will focus on to address the priority pressures (identified in deliverable 4.04) for the selected Vital Signs (deliverable 5.01) and contribute to the Vital Sign ecosystem recovery targets where possible. PSP will provide prototype results chains and guidance, including specific expectations for task completion. Results chains will be accessible to PSP on MiradiShare throughout the contract period and beyond.	X (Sept. 30 th)				
Subtask 5.02b 5-year Ecosystem Recovery Plan development deliverable #2: By September 30, 2015, provide to PSP the first installment of a narrative focused on the selected Vital Signs, including recovery targets where possible (deliverable 5.01). Include in the narrative 1) a justification for selecting Vital Signs and priority very high and high-rated pressures (identified in deliverable 4.04), including the process and information used to make these decisions; 2) a description of the LIO's results chains (deliverable 5.02a), including where the LIO's strategic approaches align with the approaches represented in the prototype results chains and where they differ and 3) a description of where the	X (Sept. 30 th)				

LIO will focus work for the 2016-2017 Action Agenda (as in deliverable 5.02a), including continuation or revision of near term actions or new near-term actions under priority Strategic Initiative sub-strategies; describe sub-strategies and near term actions and sub-strategies that will not be continued in 2016.					
Additional guidance, including specific expectations for task completion, will be provided by PSP.					
Subtask 5.02c 5-year Ecosystem Recovery Plan development deliverable #3: By September 30, 2015, provide to PSP the first installment of a communication schematic depicting the overall approach of the 5-year Ecosystem Recovery Plan addressing selected Vital Signs (deliverable 5.01). The initial schematic will contain similar elements as the results chain (deliverable 5.02a), but will focus on communicating the strategic approach to decision-makers. PSP will provide an example schematic.	X (Sept. 30 th)				
Subtask 5.03 Provide to PSP a 2-year Implementation Plan, including near-term actions that are measurable and trackable. Provide to PSP an electronic version of priority, new and/or updated near-term actions, including expected outcomes, performance measures, owners, estimated cost, and location. Near-term actions should address priority very high and high-rated pressures (sources, identified in deliverable 4.04) and Puget Sound Vital Signs (deliverable 5.01, including recovery targets where possible). Near-term actions should nest under Strategic Initiative sub-strategies for the 2016 Action Agenda. 2-yr Implementation Plans and near-term actions will be technically reviewed by Strategic Initiative Transition Teams.		X (Dec 31 st)			
Subtask 5.04 Incorporating feedback from regional review, provide to PSP refined near-term actions in the 2-year Implementation Plan based on regional technical review by February 29, 2016. Develop near-term actions endorsed by Strategic Initiative Transition Teams to a level where preliminary design is approved and funding decisions can be made.			X (Feb 29 th)		
Subtask 5.05 Provide to PSP a built-out and refined 5-year Ecosystem Recovery Plan for additional, locally-relevant Vital Signs (including recovery targets where possible). At a minimum, plans should include the following: 1) prototype results chains with 2016 near-term actions mapped appropriately (building on deliverable 5.02a); 2) revised or new results chains that reflect the LIO's approaches; and 3) revised and expanded narrative to reflect the additional, locally-relevant Vital Signs, LIO approaches, and associated revisions to the results chains. In early 2016, PSP will provide a template for the final September 2016 deliverable. The LIO will submit a draft of the 5-Year Strategic Plan for the first two quarters of 2016 (by April 15, 2016 and July 15, 2016). The LIO will submit a current draft 5-year Ecosystem Recovery Plan by September 11, 2016, along with a description of any additional work needed to complete the 5-year Ecosystem Recovery Plan and a draft work plan to complete the subtask beyond the deadline.			X	X	X (Sept 11 th)
Subtask 5.06 Participate in in-person, conference call, or web meetings for LIO and PSP staff about twice per month, especially for the July–December 2015 time period. Meetings will provide a mechanism for LIOs to ensure that	X	X	X	X	X

5-year Ecosystem Recovery Plans and 2-year Implementation Plans are developed consistently and in a manner that satisfies PSP and EPA expectations. The deliverable is LIO participation.					
Subtask 5.07 Support increased engagement in Strategic Initiative and Implementation Strategy work groups, and other Management Conference activities related to the update of the 2016 Action Agenda through reimbursement of staff and/or travel costs. <i>There is no deliverable associated with this subtask. However, the LIO may be asked to provide information supporting expenditures, i.e. proof of attendance or reimbursement documentation.</i>	X	X	X	X	X
Subtask 5.08 Data synthesis to establish baselines for evaluating status of ecosystem components and vital signs and for measuring progress toward targets, especially around no net loss of habitat function goals.	X	X	X	X	X
Subtask 5.09 Develop outreach materials to communicate ILIO priorities and accomplishments.	X	X	X	X	X
<i>Additional reporting requirements: Provide to PSP quarterly progress reports describing progress on each of the sub-tasks in this Scope of Work.</i>	X	X	X	X	X

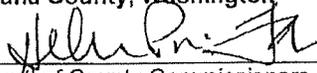
All other Terms & Conditions of the original agreement remain in full force and effect.

APPROVAL

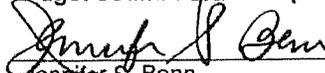
This amendment shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The amendment and agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This amendment is executed by the persons signing below, who warrant they have the authority to execute the agreement.

Island County, Washington


 Board of County Commissioners Date 08/26/15
 Helen Price Johnson, Chair

Puget Sound Partnership


 Jennifer S. Benn Date 9-4-15
 Director of Administrative Services

**EXHIBIT C -
Budget & Billing Procedures**

Title: Island County LIO

CONTRACT: 2015-01 Amendment #3							
PROJECT TITLE: Island County LIO							
		TASK 5				TOTAL	
		Supplemental Grant funds to develop 5-year Ecosystem Recovery Plans and 2-year Implementation Plans					
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST
SALARY COST	LIO Planner	HR	\$23.58	2080	49,046	2080	49,046
	LIO Coordinator	HR	\$27.91	410	11,443	410	11,443
TOTAL SALARY				2,490	60,490	2,490	60,490
BENEFITS	LIO Planner	HR	40%		19,619		19,619
	LIO Coordinator	HR	24%		2,746		2,746
TOTAL BENEFITS					22,365		22,365
OVERHEAD	15%				22,174		22,174
OTHER DIRECT COSTS	Office Supplies				1,500		1,500
	outreach materials				1,000		1,000
Total ODCs			\$ -		2,500		2,500
SUBCONTRACTS							-
	Consultant-Data Synthesis		\$ 140.00	235	32,900		32,900
	Consultant-Result Chains		\$ 135.00	200	27,000		27,000
	SI and IS Team Involvement		\$ 75.00	30	2,250		2,250
TOTAL SUBCONTRACTORS			0.00		62,150		62,150
TRAVEL EXPENSES			\$ -		322		322
TOTAL TRAVEL					322		322
TOTAL COSTS					170,000		170,000

ISLAND COUNTY PUBLIC HEALTH

INVOICE

Agency Name
Island County Natural Resources P O BOX 5000 COUPEVILLE, WA 98239-5000

Exhibit "E" to DNR-02-2016

INVOICE NUMBER
INVOICE DATE
CONTRACT
Contract Period DNR -02-2016

Subcontractor/ Subrecipient
Coastal Geologic 1711 Ellis Street, Suite 103 Bellingham, WA 98225

Vendor's Certificate: I certify to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award.

Billing Period:	
-----------------	--

BY _____
Title: _____ Date: _____

Task	DESCRIPTION	Cost-ILIO 65.31%	Cost/PSAR 34.69%	AMOUNT
Task 1				
Task 2				
Task 3				
Task 4				
TOTAL DUE		\$0.00	\$0.00	\$0.00

Invoice prepare by:		Telephone number:
Title:		

Sheida Sahandy, Executive Director
Puget Sound Partnership
326 East D Street
Tacoma, WA 98421

April 6, 2016

Director Sahandy,

We appreciate your leadership to recover and protect Puget Sound. The 2016 Action Agenda is an improvement over past versions and your agency continues to look for opportunities to advance and increase the value of our collective efforts.

Additionally we wish to express our gratitude in your willingness to re-examine the Near Term Action (NTA) application process and allow corrections for all deficiencies, not just some. This allowed important projects in our area, proposed by entities who were new to the process, to move forward successfully. Your leadership was critical in that decision and it demonstrates your commitment to moving forward effectively, building positive relationships and seeing the bigger picture for us all. This is what local governments need most from the Partnership.

The Partnership's strength is that it brings together diverse entities to address a common goal. Each partner has its own strengths and areas of expertise. To continue on a successful path it is important that we each do what we do best. For example, local governments are well positioned to leverage funds, upgrade infrastructure and gauge community support for projects. Non-profits may be better suited for educational outreach, communication and volunteer coordination. As we envision the future work ahead we should let each other do what we are good at, and not duplicate each other's work.

There are several specific items we wish to highlight from a county perspective:

- A guaranteed local allocation of funding fosters local support for the Partnership's goals.
- Public Works projects should be fundable as NTAs. This would leverage other scarce public dollars to fund local infrastructure priorities, which can enhance the health of Puget Sound.
- Legislative cuts to local funds for mandated programs have limited counties' ability to complete projects. Flexibility in the allocations from the Partnership could assist where appropriate.
- Be aware that complicated processes discourage small local governments from applying for funding. Smaller counties, such as ours, have very few staff members to do all the work required. To be competitive with larger, better funded organizations is a challenge. Any help in streamlining of process goes a long way to help. We encourage you to engage regularly with Washington State Association of Counties (WSAC) and Association of Washington Cities (AWC).

Two concerns of our local community which are not yet reflected in the Action Agenda are oil spills/ marine traffic safety, and ocean acidification. These are big, complex, regional issues which cannot be properly addressed at the local level. Your assistance would be appreciated.

Thank you again for your leadership in this important work.

Best regards,

Island County Commissioners

Commissioners Office
Work Session
April 20, 2016

Subject/Description: Consider appointments to the Conservation Futures Program
Citizens Advisory Board (CAB)

Attachment: yes

Action Requested:

Follow up:



CONSERVATION FUTURES PROGRAM CITIZENS' ADVISORY BOARD (CAB)

Established pursuant to Resolution C-76-15, adopted July 28th, 2015. The CAB is composed of nine (9) voting members that represent conversation and community planning expertise and technical knowledge. Two (2) members representing each commissioner district and three (3) members representing the county at large. Terms are **three years** with no member serving more than three terms consecutively. Initial appointments shall be staggered so that one-third of the member's appointments expires each year.

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		Commissioner District #1		
1.			1/1/16	12/31/18
2.			1/1/16	12/31/17
		Commissioner District #2		
3.			1/1/16	12/31/18
4.			1/1/16	12/31/17
		Commissioner District #3		
5.			1/1/16	12/31/18
6.			1/1/16	12/31/17
		At Large		
7.			1/1/16	12/31/18
8.			1/1/16	12/31/17
9.			1/1/16	12/31/18

The Board received seven applications:

District 1

Dave Parent
Todd Peterson
Linda Kast Meehan
Susan Bennett
Ed Severinghaus
Barbara Bennett

District 2

Dick Toft
David Smith
Terica Ginther

District 3

Penny Pfiester
Kathryn A. Wells